

Classified Management Agreement



**Agreement between
Hillsboro School District
and
Hillsboro Classified United
Local 4671, AFT-OREGON, AFT, AFL-CIO**

July 1, 2018 – June 30, 2021

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ARTICLE 1

RECOGNITION

Preamble

- A. This Agreement is made and entered into between Hillsboro School District (hereinafter "District") and the Hillsboro Classified United, Local 4671 (hereinafter "Union"), AFT-Oregon, AFT, AFL-CIO. In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants made between the parties, the following are executed as a Collective Bargaining Agreement between the parties.

- B. The Board of Education recognizes Hillsboro Classified United, Local 4671, AFT-Oregon, AFT, AFL-CIO, as the sole and exclusive bargaining representative, as certified by the Oregon Employment Relations Board, on wages, hours and conditions of employment for all of the regularly employed classified employees in the District. Such recognition excludes those employees in confidential and supervisory positions as defined by ORS 243.650, and substitutes, as defined in Article 2.

ARTICLE 2

DEFINITIONS

The following definitions shall apply, except in those instances in which a specific alternate definition is established through another provision of this Agreement.

A. Workdays

An employee's workdays are those days that they are assigned to perform work for the District.

B. District Business Days

Those days that the District Administrative Office is open for business.

C. School Days

Those days when students are scheduled to be in attendance.

D. District Work Year

The District work year begins on July 1 and runs through the following June 30. Within that District work year, individual employees are assigned their own work year depending on District and building needs.

E. Workweek

The established workweek will be defined as Sunday 12:01 am to Saturday 11:59 p.m.

F. Compensatory Time

Compensatory time is time off in lieu of overtime pay earned at the rate of one and one-half hours per one hour worked in excess of forty hours in a workweek. Compensatory time is governed by Article 10, Section D (2) of this Agreement.

G. Substitute Employee

A substitute is a non-bargaining unit employee working sixty (60) consecutive work days or less in the same position and location.

H. Twelve-month Classified Employee

An employee who works on a twelve-month per year schedule.

I. Less than Twelve-month Classified Employee

An employee who works ten (10) months or eleven (11) months, but not including twelve (12) months service per year.

ARTICLE 2

DEFINITIONS

J. Floater Employee

An employee hired by the District for a set number of hours per day and who is assigned variable locations of work, or assigned to a specific location, depending upon needs.

K. Flex Time

An adjustment to an employee's schedule where hours during the normal work schedule can be adjusted such that the total number of hours worked in the week remain as originally scheduled. Time may only be flexed with prior approval of the Supervisor.

ARTICLE 3

MANAGEMENT RIGHTS

The District retains and reserves unto itself all powers, rights and authorities, duties and responsibilities conferred upon and invested in by laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include, but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities
2. Determining qualifications and conditions of employment, dismissal, demotion and promotion of all employees subject only to the provisions of law and the specific provisions of this Agreement

The exercise of the foregoing powers, rights, authorities, duties and responsibilities and the adoption of policies, rules, regulations and practices shall be limited by the specific terms of this Agreement.

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.

ARTICLE 4

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 absence up to three (3) years shall be granted to a Union Representative designated by the Union Executive Board for the purpose of serving as a representative of the Union. 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. The Union and the District agree to carefully consider each request for release time for Union members. Upon mutual agreement, and the availability of approved substitutes, officers, delegates or members of the Union shall be granted short term leaves from a pool of up to one thousand (1,000) hours per school year without loss of pay. The Union will reimburse the District an amount equivalent to the cost of a substitute for each Union member granted such leave.
6. 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.

ARTICLE 4

UNION RIGHTS

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 by the 30th of each month, a list of all employees in the bargaining unit including the name, address, home phone number (unless withheld by the employee) and work telephone number, work location, classification, rate of pay, benefit level, seniority date, hours and assignment status (regular or temporary) for the current year.
3. 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.

ARTICLE 4

UNION RIGHTS

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

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

M. New Employee Orientation

The District will provide new employees with an orientation, either in person or electronically, that will include a review of District systems employment and any state and/or federal mandated orientation/training program. The District shall include a link to the HCU website in its electronic orientation material. In the event that the District provides an in-person general orientation session for all employees, the Union shall be entitled to attend.

ARTICLE 5 EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Hazing/Harassment/Bullying/Intimidation/Menacing/Cyberbullying

1. Employees have the responsibility to promptly report violations of District policy GBNA through the established procedure set forth in that policy.
2. A bargaining unit member filing a complaint under District policy GBNA may request a pre-investigatory meeting with the District and a Union Representative.

B. Release of Information

Administrators and site Supervisors shall have the responsibility to determine which employees, if any, should be provided with access to information, including the following:

1. No-contact orders or restraining orders;
2. Student medical alerts;
3. Student disciplinary situations;
4. Behavior by students that is criminal, that involves a weapon or that is violent or threatening in nature.

Any such information shared with employees shall be confidential and shall not be shared with other persons except as authorized by the Administrator or Site Supervisor.

C. No employee shall be required to use their personal vehicle to transport students.

D. Workplace Injuries

The District will make information regarding the filing of workplace illness or injury available to bargaining unit members and shall be available to answer member questions upon request.

ARTICLE 6

PROBATION AND SENIORITY

A. Probationary Period

Newly hired employees, including temporary employees hired into a regular position without a break in service, shall serve a nine-month probationary period. The probationary period is nine (9) months of active employment within the job the employee was hired into. The Supervisor will provide feedback to employees regarding their performance during the probationary period. Probationary employees shall not be permitted to apply for District positions unless given prior approval by the District. The dismissal of probationary employees may not be grieved.

B. Seniority

1. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous employment in a bargaining unit position with the Hillsboro School District.
2. The seniority rights of an employee shall be lost for the following reasons:
 - a. Resignation;
 - b. Termination for justifiable cause; or
 - c. Retirement.
3. Seniority rights shall not be lost for the following reasons, without limitation:
 - a. Time spent on authorized leaves; or
 - b. Time spent in layoff status as hereinafter provided.

ARTICLE 7

JOB DESCRIPTIONS

- A. The District will maintain job descriptions for each position filled by bargaining unit members. Job descriptions will include responsibilities, salary range, and qualifications.
- B. Upon being hired, new employees will be given a copy of the District's job description applicable to their job classification. Other employees will also receive a copy of their job description upon request made to the Human Resources Department within ten (10) working days of the request.
- C. The Union will be provided a copy of all District job descriptions and be notified of any changes in District job descriptions. Any permanent modifications to essential duties shall be discussed with the Union prior to implementation.

**ARTICLE 8 EMPLOYMENT STATUS, POSITION VACANCIES
AND ANNOUNCEMENTS**

A. New Positions

In the event that a new position is created, the District will establish a tentative placement on the salary schedule and shall notify the Union of this placement, together with a copy of the job description. If the Union wishes to bargain over this placement, the Union will contact the District within fourteen (14) calendar days. The District will then enter into bargaining with the Union limited to the purpose of determining a salary placement for that particular position. Any agreement reached shall be retroactive to the date the new position was first filled.

B. Notice of Vacancies

The District shall provide the Union with written notification of any existing bargaining unit positions of more than three (3) hours, which have become vacant. A position announcement will be posted on the District website for a minimum of five (5) work days.

C. Filling of Vacancies

1. When two or more applicants are equally qualified as determined by the District, the job will be given to a current District employee over an external applicant or between two or more current employees, the most senior. In the event the most senior employee is not selected for the position, the designated hiring Supervisor shall provide a written explanation at the request of the employee or the Union.

Qualifications are determined on many criteria, including, but not limited to the interview, job posting, job description, resume, training, work experience, and evaluations.

2. At the end of each month, the District shall provide the Union with the names of the current employees who applied for open positions and if they were interviewed, the number of other external applicants who were interviewed, if any; the successful applicant; and the salary placement.
3. At the conclusion of the process, all applicants will be notified that the position has been filled. In the event that a current District employee is not selected to fill a vacancy and wishes to know the reasons, the employee may request a meeting with the designated hiring Supervisor to discuss the reasons for not being selected or upon written request, a written statement of reasons will be provided to the employee. The hiring Supervisor shall be identified on the job posting.

**ARTICLE 8 EMPLOYMENT STATUS, POSITION VACANCIES
AND ANNOUNCEMENTS**

- 4. Additional hours, including Limited Student Support time and temporary time, may, at the discretion of the District, be filled by any existing employee who is qualified and available. Employees who take this additional time will not be required to resign their permanent positions if the additional hours do not interfere with their current position.

D. Voluntary Transfers

- 1. Employees wishing to be considered for lateral transfer within their current position to another school or worksite within the District for the following year may file with the Human Resources Department a written statement indicating their interest by February 1. The District shall consider transfer requests and notify members by June 1. Transfer requests expire August 15. Temporary employees are not eligible for voluntary transfer.
- 2. Other lateral transfers may be requested by the employee due to extenuating circumstances. The District has sole discretion as to whether to grant such lateral transfer requests.
- 3. A voluntary transfer shall not be granted if it would result in a reduction of hours for another bargaining unit member.

E. District-Initiated Lateral Transfer

An employee shall be notified in writing in advance of any District-initiated lateral transfer. For purposes of this Article, a lateral transfer is defined as a change to a different building or worksite within the District within the employee's current position. Such notification shall be made ten (10) days prior to the beginning date of the new assignment, unless ten (10) days' notice is not feasible given the specific circumstances of the situation. The notice shall include the reasons for the lateral transfer, beginning date, location, assignment and job description. A copy of the notice shall be provided to the Union. Upon the request of the impacted employee, a meeting shall be held to discuss the rationale for the lateral transfer.

F. Resignations

Employees shall provide the District with two weeks advance notice of resignation unless extraordinary circumstances beyond the control of the employee occasion an earlier resignation.

**ARTICLE 8 EMPLOYMENT STATUS, POSITION VACANCIES
AND ANNOUNCEMENTS**

G. Temporary Positions

The District may designate positions as temporary, in accordance with the provisions of this Section. An employee with a temporary appointment shall have no continuing employment rights after the temporary appointment is completed unless specifically mentioned elsewhere in this agreement. Temporary employees will not be given a seniority date in the temporary position; however, when a temporary employee is hired into a regular position where there is no break in employment, time spent as a temporary employee shall be credited toward seniority. Current employees who apply for and are assigned a temporary position will be required to sign a document acknowledging that they will resign the current position and are not guaranteed a regular position at the conclusion of the temporary position.

1. Positions exceeding three (3) hours per day may be designated as temporary under the following conditions:
 - a. Replacing an employee on leave for the full duration of the leave period, up to one year;
 - b. The funding for the position is limited to a specific duration such as a grant;
 - c. To address a need of temporary or unknown duration, not to exceed one (1) year.

2. The District may designate a position of three (3) hours or less as temporary. Employees who are assigned temporary positions of three (3) hours or less shall have no right to such positions following their completion unless the employee has been assigned the same temporary position for more than two (2) consecutive years, without a break in service in that position. Once the employee has been assigned the same temporary position for a third consecutive year, that employee shall have a right to be continued in that same temporary assignment in subsequent years to the extent that it continues to exist at their specific work site and can be scheduled in a manner that accommodates their regular position. Until that time, the discontinuation of such a temporary position shall not be considered a reduction in force.

H. Notification of Assignment

The District shall notify employees by the last student contact day of their assignment for the following school year.

ARTICLE 9

LUNCH AND BREAK PERIODS

- A. Each employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service. Such break shall be as close to the halfway point of the work period as is practicable as determined by the immediate Supervisor.

Seven and one-half (7½) hour employees shall receive both a morning and afternoon break, as provided above.
- B. Each employee who is scheduled to work more than five (5) consecutive hours, shall receive an uninterrupted and non-paid lunch period of at least one-half (½) hour. Such time shall be as near as practicable to the halfway point of the employee's shift.
- C. Site Supervisors will confer with the employee to determine the best schedule for each employee with regard to contractual breaks and lunches.
- D. Employees will consult with the site Supervisor in the event they are unable to take scheduled contractual breaks and/or lunches.
- E. If the employee is required by the Supervisor or designee to interrupt lunch, the employee will resume the lunch period as soon as possible after the interruption and finish the remainder of time.
- F. Employees required by the Supervisor or designee, or due to circumstances beyond their control, or due to lack of coverage, to be on duty during their lunch periods shall be given the equivalent time off within one workday or be compensated at their hourly rate.
- G. An employee who is required to work a minimum of two (2) hours beyond an eight (8) hour shift shall be entitled to a fifteen (15) minute break at the end of the 8th hour or at the end of the 10th hour.

ARTICLE 10

COMPENSATION

A. Salary Schedules

1. Bargaining unit members shall be paid in accordance with the salary schedules set forth in Appendix A of this Agreement. For 2018-19, the salary schedules shall be increased by 2.0%. For 2019-20, the salary schedules shall be increased by 2.0%. For 2020-21, the salary schedules shall be increased by 2.0%.
2. Beginning July 1, 2019, the first two (2) lowest-paying steps of each salary schedule shall be eliminated.
3. Employees not on the highest step of their respective salary schedule shall advance to the next step on July 1st of each year. Employees who were not eligible for step advancement for 2018-19 due to being on the maximum step of their respective salary schedule shall receive a one-time payment of five hundred dollars (\$500), prorated by FTE, payable in the next regular payroll following the ratification of this Agreement.

B. Promotion

1. For the purpose of this Article, "promotion" shall mean assignment of an employee to a position of a higher salary classification than the position previously held by the employee. An employee who is promoted shall be placed on the salary schedule at a salary level closest to but not less than their previous salary and shall then receive one (1) additional step.
2. An employee who is promoted to a higher classification, but within the first six (6) months is unable to demonstrate a satisfactory level of performance in that position, shall upon mutual agreement of the employee and the District, be entitled to return to a position comparable to the one held prior to the employee's promotion. In such case where the employee returns to a position on the former salary range, the employee will be placed on the step the employee would have realized had the promotion not occurred.

C. Experience Step

In order to receive an experience step, the employee must not have been on the top of their salary range and must have a first day of service prior to the preceding February 5.

ARTICLE 10

COMPENSATION

D. Overtime

1. Overtime shall be compensated at time and one-half (1½) of the employee's hourly rate and will be paid after forty (40) hours of work in one (1) week, which will be defined as Sunday 12:01 a.m. to Saturday 11:59 p.m. For purposes of this Article, "hours worked" shall be defined as those hours the employee is actually at work. Vacation hours will be counted as "hours worked" only in the event that the employer required overtime in the same week. Overtime must be authorized by the Supervisor in advance of being worked.
2. In lieu of pay, compensatory time off at the overtime rate may be offered to the employee. However, no more than forty (40) hours of compensatory time may be accrued and time off or pay must be granted by the end of the next calendar month in which the overtime was worked unless mutually agreed otherwise in writing by the District and the employee. The scheduling of the compensatory time off will be jointly planned by the employee and the Supervisor. Upon termination of employment, an employee shall be paid for unused compensatory time earned at the final regular rate received by the employee. The Supervisor must keep a written record of compensatory time earned and used, and entries in that record must be signed by both the Supervisor and the employee.

E. After-Hours Work

1. Voluntary On-Call – The District may ask for volunteers to be available on-call to deal with after-hours emergency situations. Participation in an on-call system shall be strictly voluntary. Employees who volunteer to be on a rotating on-call list shall earn four (4) hours of compensatory time, or an equivalent amount of pay at the discretion of the Supervisor, for every seven (7) days they are the designated on-call person. Employees who receive calls while on the on-call list are expected to respond to the emergency situation unless they are not qualified to perform the work.
2. Call Back – In emergency situations, an employee called back to work shall be compensated at the rate of time and one-half (1½) for a minimum of two (2) hours.
3. Call-Back (remote/telephone) – An employee who is contacted after regular work hours and performs work by telephone or remotely shall be paid in fifteen (15) minute increments, with a minimum of 15 minutes paid, at the overtime rate.
4. An employee who is required to return to work for scheduled evening activities, such as back-to-school programs, parent conferences, etc., shall receive a minimum of two (2) hours.

ARTICLE 10

COMPENSATION

F. Temporary Work in a Higher Position

An employee temporarily assigned the full duties and responsibilities of a higher salary level position for more than two (2) days shall be paid five percent (5%) above the employee's hourly rate or the first step of the higher classification, whichever is the greatest, retroactive to the first day of the temporary assignment.

G. Differential

1. Swing Shift: Employees who work the swing shift shall receive an additional 20 cents per hour for all work performed during that shift. A swing shift is one that begins after 1:00 p.m. and ends after 6:00 p.m.
2. Night Shift: Employees who begin their regular shift after 11:00 p.m. or earlier than 6 a.m. and work a majority of their hours between these hours shall receive an additional 60 cents per hour over the regular hourly rate for their position.

H. Salary Placement

New employees will be placed on the appropriate range of the salary schedule and given one step credit for each two (2) years or major fraction thereof for related work experience to a maximum of eight (8) years or four (4) steps. The amount of past experience that is recognized will depend on the recency of such prior experience and its applicability to the position. If any new employee is placed at step five (5) or above, the District shall inform the Union and be available to discuss the reason for such placement.

I. Payroll Checks

1. Employees shall be paid in twelve (12) equal monthly payments. Employees working less than twelve (12) months shall receive the July and August checks as of the day following the last student day and the June check by June 30.
2. Employees who are hired after the first payroll cutoff date of the first month of their scheduled work year shall receive their annual salary prorated over the remaining pay period(s) of the twelve (12) month period.
3. Payday shall be by the 20th day of the month.

ARTICLE 10

COMPENSATION

J. PERS

The employee's contribution required by PERS shall be made by the employee through a payroll deduction.

K. Workers' Compensation

All employees covered under this Agreement are eligible for State Workers' Compensation benefits. For absences due to a compensable injury, an employee shall retain the Workers' Compensation check which they receive from the State for time lost. Upon request of an employee, the District will make supplemental payments from the employee's accumulated sick leave for the period of compensable time lost in an amount equal to the difference between the compensation check and the employee's regular check during the period of payment under the Workers' Compensation Act. The employee's accumulated sick leave shall be reduced in proportion (dollars paid by the District divided by the employee's rate of pay equals hours of sick leave subtracted).

ARTICLE 11

PAYROLL DEDUCTIONS

A. Voluntary Deductions

Upon written appropriate request from an employee, the District shall deduct from the salary of the employee and make appropriate remittance for the following approved deductions.

1. Contributions to the United Way Fund
2. OnPoint Community Credit Union
3. District approved Tax Sheltered Annuity (TSA)
4. Insurance premiums for group insurance programs above the amount of District contributions.

B. Direct Deposit

Employees may choose to have payroll checks directly deposited with their financial institution as long as it is part of the electronic funds transfer system.

C. Dues

1. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Union, a Voluntary Authorization to Deduct Dues form, which will authorize the deduction of membership dues to the Union. Such authorization will continue from year to year unless revoked in writing during the revocation period between June 1 and June 30. Revocations must be in writing and sent to the Union by the United States Postal Service and must be postmarked between June 1 and June 30.
2. The amount to be deducted shall be certified by the Union to the District. The Union will notify the District at least thirty (30) days in advance of the effective date of any changes in the amount of dues and fees to be deducted under the provisions above.
3. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such sums within five (5) working days from the payday in which the deduction was made. The amounts to be deducted shall be certified to the District by the Union.

D. Voluntary Contributions to AFT - Oregon Political Action Fund

1. The District, upon written authorization from the employee, will deduct voluntary contributions to the AFT - Oregon Political Action Fund from the employee's regular paycheck.

ARTICLE 11

PAYROLL DEDUCTIONS

2. The amount to be deducted shall be that amount designated by the employee in their voluntary written authorization. Such deduction shall continue from year to year unless revoked or changed in writing from the Union to the District Payroll Office.
3. The sum of all monies to be deducted shall be remitted to the Union together with a list of employees from whom the voluntary contributions are deducted and the amount deducted from each. Such funds shall be forwarded to the Union within five (5) working days from the payday from which the deduction was made.

ARTICLE 12

INSURANCE

- A. The District contribution for 2018-19 will be \$1,175. The District contribution for 2019-20 will be \$1,200. The District contribution for 2020-21 will be \$1,225. Any changes to District employee benefit rates will be reflected in the September paycheck.

- B. Tier 1

For employees hired prior to July 1, 2007, the District will contribute the monthly contribution as follows:

4.0 to 5.9 hour employees, 50 percent of the District contribution
6.0 to 8.0 hour employees, 100 percent of the District contribution

Tier 2

For employees hired on or after July 1, 2007, the District will contribute the monthly contribution as follows:

4.0 to 5.9 hour employees, 50 percent of the District contribution
6.0 to 6.9 hour employees, 75 percent of the District contribution
7.0 to 8.0 hour employees, 100 percent of the District contribution

- C. Employees who are legally married or who are in a recognized domestic partnership and who are both members of the classified bargaining unit may combine their insurance contributions.

- D. Employees working less than six (6) hours may purchase dependent insurance coverage in conformance with the terms and conditions of the insurance carriers.

- E. The District will pay for an Employee Assistance Plan for employees working at least twenty (20) hours per week.

- F. A joint insurance committee shall be formed to include District and Union representatives for the purpose of discussing changes to insurance plans, as well as changes to the structure of the insurance programs offered to bargaining unit members, such as the creation of a group Health Reimbursement Arrangement (HRA) program.

- G. The District will pay the premium for \$30,000 life insurance and accidental death and dismemberment insurance coverage for the employees who work four (4) hours or more per day. Employees have the option to purchase additional dependent life coverage with a payroll deduction. The District will also provide a Section 125 Plan for members.

- H. Insurance benefits as described above will be determined each year based upon the employee's regular hours of employment during the month of September. Thereafter, any change in entitlement to insurance benefits will be effective on the first day of the following month.

ARTICLE 12

INSURANCE

- I. For employees hired, or who have a change of status, on or before the 5th of any month, insurance benefits shall be effective on the first day of the following month. For employees hired, or who have a change of status, after the 5th of any month, insurance benefits shall be effective on the first day of the month following the first full month of employment. For less-than-twelve-month employees hired after February 1, employee insurance benefits will not start until the employee's third month of employment.
- J. If employment is terminated on or before the 5th of the month, insurance benefits shall cease on the last day of the month. If employment is terminated after the 5th of the month, insurance benefits shall cease on the last day of the following month.
- K. The District will pay the monthly premium of disability insurance for employees working four (4) or more hours per day. The coverage will include a sixty (60) day waiting period and two-thirds (2/3) of the employee's monthly salary will be paid as described under the provision of the insurance contract, until the employee returns to work or reaches the age of sixty-five (65).
- L. The parties agree that a Union-directed insurance pool shall be created utilizing the unspent funds allocated to members who "opt out" of District insurance coverage and any remaining funds based on a tiered rate.
 - 1. An employee who may "opt out" of District coverage under the rules adopted by the OEBB may do so by indicating in writing to the District the employee's election not to obtain major medical insurance coverage through the District. Notice of this election shall be on a form jointly prepared by the Union and the District. The deadline for making this election shall be the end of open enrollment.
 - 2. The District shall contribute to the insurance pool \$200 per month for each employee working 6 hours per day or more who opts out of District coverage.
 - 3. The District shall contribute to the insurance pool \$150 per month for each employee hired on or after July 1, 2007, working at least 6 but less than 7 hours per day who opts out of District coverage.
 - 4. The District shall contribute to the insurance pool \$100 per month for each employee working between 4 – 5.9 hours per day who opts out of District coverage.
- 1. The Union will direct the allocation of funds from the insurance pool to employees participating in District medical insurance coverage. The District will provide adjustments to employees' insurance costs according to the allocation prepared by the Union. The Union will provide notification to the District of its intended allocation by June 15.

ARTICLE 12

INSURANCE

- M. Any remaining insurance pool funds will be set aside in an account jointly administered by the District and the Union. Funds from this account may be used, at the discretion of the Union, to reduce insurance costs in future years.

- N. Each employee working 6 hours per day or more who opts out of District insurance major medical coverage will receive \$200 per month from the District, payable as income or to be deposited in a Section 125 account.

- O. Each employee hired after July 1, 2007, and working at least 6 but less than 7 hours per day who opts out of District insurance major medical coverage will receive \$150 per month from the District, payable as income or to be deposited in a Section 125 account.

- P. Each employee working between 4 – 5.9 hours per day who opts out of District insurance major medical coverage will receive \$100 per month from the District, payable as income or to be deposited in a Section 125 account.

ARTICLE 13

HOLIDAYS

- A. Holidays for twelve (12) month employees shall be:
- Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve Day
 - Christmas Day
 - New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Memorial Day
- B. Less than 12 month employees shall receive the following holidays:
- Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Martin Luther King's Birthday
 - President's Day
 - Memorial Day
- C. Holiday pay shall be available to an employee who works or is in compensable status on their last scheduled work day before and their first scheduled work day after the holiday. Less-than-12-month employees shall not qualify for holidays other than those on the list in Section B above by virtue of working extended hours or contract days.
- D. Holidays defined above falling on a Saturday shall be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday. In the event an employee works a different work week than Monday through Friday and the holiday falls on the employee's day off, the employee shall be granted an additional day.
- E. Employees required to work paid holidays shall be paid at the rate of double time for the hours worked with a minimum of two (2) hours paid.
- F. Employees shall be compensated for the holiday as though they have worked a regular schedule for that day. Holiday pay shall be available to regular full-time and part-time employees.

ARTICLE 14

VACATION

All regular twelve month classified employees shall be entitled to earn vacation days under the following conditions:

- A. Accrual: Vacation shall be earned month by month (1/12 of the annual allotment) but shall be credited in advance on July 1 of each year. Upon an employee separating from the District, any vacation used beyond the pro-rated amount earned at the time of separation will be deducted from the employee's final check.

Eligible employees shall accrue vacation based upon the following schedule:

Years of Continuous Service	Days of Vacation
0 Through 5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years and thereafter	20 days

- B. An employee who is scheduled to work less than twelve (12) months per year and who transfers to a twelve (12) month position may count all time employed by the District since the most recent date of hire for the purpose of calculating the years of service.
- C. Maximum Accrual: No employee shall be allowed to accrue more than one and one-half (1.5) times his or her annual accrual of vacation, except when the inability to use accrued vacation is dictated by District requirements or when the District approves an employee's plan for a specific, exceptional use of a greater amount of vacation days in the subsequent year.

Specifically, if an employee has accrued one and one-half (1.5) times his or her annual accrual of vacation, such employee will have no additional vacation credited to his or her account until such time as his or her vacation account is reduced to less than one and one-half (1.5) times the annual accrual amount.

- D. New 12-Month Employees: New 12-month employees shall not accrue vacation credit during their probationary period. Upon successful completion of the probationary period the new 12-month employee shall receive credit to the day of initial employment on a retroactive basis.

ARTICLE 14

VACATION

- E. Termination of Employment: Upon termination of employment for any reason, an employee who has completed his or her initial probationary period shall be paid for all accrued but unused vacation.
- F. Vacations shall be scheduled through an employee's Supervisor based on the employee's preference and the operational needs of the District. Clerical and custodial employees shall normally schedule their vacation time during summer break, Christmas break and/or spring break. In exceptional circumstances, an employee may be allowed to schedule some vacation time during times when school is in session, if approved by the immediate Supervisor and by the appropriate District-level Administrator. Employees who wish to appeal a decision about scheduling of vacation may do so to the appropriate District-level Administrator. Exceptional circumstances shall include when a substantial number of employees in a classification are employed full-time and are earning annual vacation at a high accrual rate.
- G. If an employee's vacation request is denied by the District and cannot be rescheduled by the employee and District by the subsequent June 30, the employee will be paid for the number of hours of unaccommodated and unused vacation, up to forty (40) hours, that would be forfeited as a result of the maximum accrual limitations of this Article. Payment shall be at the employee's regular rate of pay and will be paid in the July payroll.
- H. Eligible employees who have available accrued vacation time shall be allowed to use one such vacation day at any time during the year at will. Approval of vacation for such a day shall be automatic, but when possible the employee will provide advanced notice to their direct Supervisor.

ARTICLE 15

LEAVES

A. Sick Leave

Sick Leave Allowance Shall Include:

1. One (1) day per month of employment with a minimum of ten (10) days for a full school year and up to a maximum of twelve (12) days for full calendar year employees.
2. Employees may accumulate unlimited sick leave.
3. As provided in ORS 238.350, retiring employees shall be compensated through the Public Employees Retirement System for accumulated unused sick leave in the form of increased retirement benefits upon service or disability retirement.
4. Sick leave use is subtracted from an employee's accumulated sick leave based on the number of hours of missed work.
5. Sick leave shall be used for the illness or injury of the employee, including medical appointments, or for any reason set forth in the Oregon Sick Time Law, including family illness.
6. For purpose of this Section, family shall include family members as defined in the Oregon Family Leave Act.
7. The District will allow an employee to transfer in their unused sick leave accumulated from another school district in Oregon (per ORS 332.507).

B. Personal Leave

Paid leave for personal reasons of up to one (1) day per year shall be approved for each employee. When circumstances permit, leave will be requested at least two (2) working days in advance and approved one (1) workday in advance. Such leave shall only be allowed if a substitute is available, unless the District determines that a substitute is not necessary.

1. All personal leave requests must be pre-approved by Human Resources.
2. Personal leave can be used in half-shift or full-shift increments.

ARTICLE 15

LEAVES

C. Jury Duty/Legal Leave

1. An employee subpoenaed shall be granted leave with pay for service on a jury provided the employee submits any jury fee (minus the mileage reimbursement) received to the District, along with a copy of the subpoena. On days when the employee is excused from jury duty, the employee shall report to work provided two (2) hours or more of the workday remains at the time the employee is excused.
2. An employee subpoenaed to appear as a court witness shall be excused from work without loss of pay, provided that the employee submits any witness fee (minus the mileage reimbursement) to the District along with a copy of the subpoena.
3. In cases where an employee is party to the action or appearing on behalf of an action against the District, their absence will be leave without pay.
4. An employee required to appear in court as a party with the District shall be released without loss of pay.

D. Military Leave

The District shall grant military leave as required by state and federal statutes.

E. Bereavement Leave

Bereavement leave with full pay shall be allowed up to five (5) days for each death in the immediate family during any normal work year.

1. Spouse/domestic partner of employee
2. Children, grandchildren or grandparents of employee or spouse
3. Mother, father, or other person in *loco parentis* to the employee, brother or sister of employee or spouse/domestic partner
4. Step-relatives of three (3) above
5. Other persons who have lived in the employee's household as family members
6. Additional bereavement leave shall be available as provided for in Oregon law.

ARTICLE 15

LEAVES

F. Emergency Leave

Emergency leave not to exceed three (3) total days per work year shall be allowed for an emergency or catastrophe. Requests for such leave will be reviewed and, if appropriate, recommended for approval by the building principal or supervisor with final approval made by the Chief Human Resources Officer or designee.

This leave benefit shall be considered leave-with-pay, separate from and in addition to sick leave and other leaves. Emergency leave for family illness will not be granted for employees who have not used all of their accumulated sick leave.

General policies to be applied in the granting of emergency leave are as follows:

1. An employee requesting leave due to illness of members of their family, as defined in the Oregon Family Leave Act, where in the employee's absence, the family member would be unable to receive appropriate care if the employee reported to work.
2. In case of sickness or injury of immediate family where death is a distinct possibility, emergency leave may be granted for a maximum of three (3) days.
3. For a catastrophe on the employee's personal or real property, such as fire or flood damage to home, emergency leave will be granted.
4. In case of a child born to wife or dependent child living in the employee's home, emergency leave will be granted.
5. Emergency leave shall be allowed for deaths and funerals of relatives other than immediate family members i.e., aunts, uncles.
6. Crises are to be considered on presentation of sufficient evidence to establish an emergency necessitating the absence of the employee from their work. Subject to the approval of the Chief Human Resources Officer or designee, paid days in excess of three (3) may be provided in these situations.

ARTICLE 15

LEAVES

G. Maternity/Paternity Leave

A maternity/child care leave of absence for childbirth or adoption will be allowed based on Oregon Family Leave Act (OFLA) and Family and Medical Leave Act (FMLA) rules.

1. 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:
 - a. The individual has been employed by the District for at least one (1) year prior to the initial leave;
 - b. The request is for a specific period of time and the return coincides with a natural break or recess period; and
 - c. If the additional leave is approved, the employee will be placed in a position of comparable duties and responsibilities, and shall retain the same level of benefits the employee had prior to the leave.
2. An employee on a parental leave of absence shall retain all benefits accrued in the District prior to the leave upon their return from that leave and continue to be listed with the Public Employees Retirement System.

H. Disability Leave

1. An employee may be placed on involuntary leave, which is unpaid, not to exceed twelve (12) months when the District determines an employee is unable to perform their duties because of illness or temporary disability, or where attendance is exceedingly irregular due to illness, injury or disability, or where an employee exhausts their sick leave and is still unable to report to duty. Prior to return, the employee shall prove to the Chief Human Resources or designee one's ability to return to work with doctor's verification. Failure to return shall be considered a resignation.
2. Upon return, the employee shall be placed in an equivalent position. If the disability extends beyond one year, the employee shall be given the opportunity to reapply for employment and if rehired, the employee shall be credited with any benefits, which they had accumulated prior to such leave. The employee shall proceed on the salary schedule as if the employee had been employed with the District.
3. An employee on temporary disability leave may continue insurance coverage for the period of the leave subject to the COBRA provisions.

ARTICLE 15

LEAVES

I. Leave Without Pay

Any employee may be allowed twelve (12) months leave without pay with the approval of the Chief Human Resources Officer or designee if the employee has worked for the District for five (5) consecutive years. The employee, upon return, will be placed in the same, or as close as possible to the same position as their left in accordance with the Agreement in force at the time of their return. Staff on leave must notify the District Human Resources Department sixty (60) days before the end of the leave of their intent to return.

The time on leave, if more than half of the normal work year for the employee, shall not be counted as an increment step. However, upon reinstatement, the employee is entitled to any of the benefits of the contract then in force and there shall be no loss of benefits previously accrued.

J. Short-Term Leave without Pay Requests

Requests for short-term leave without pay (less than five (5) days) should be submitted to the employee's Supervisor. Requests for the leave will be reviewed by the Supervisor and forwarded to the Human Resources Director for a final decision. The leave request will be considered using criteria developed by the District. Criteria may include the purpose of the leave, the impact on continuity of instruction and services, whether the employee has regularly scheduled breaks during the school year, and employee leave history. All requests must include the specific reason for the leave and must be received in Human Resources two week prior to the date of the request. For twelve-month employees, vacation days must be used prior to requesting leave without pay.

K. Other Leaves

1. Employee shall be granted any additional leaves or benefits covered under either state or federal law that extend beyond the terms and conditions of this Agreement.
2. Other unpaid leaves may be granted by the District upon request.

L. Sick Leave Donation

Sick Leave Donation Application Process

1. Employees who request sick leave donation must apply using the form available in Human Resources.
2. The requirements for consideration are as follows:
 - a. An employee has used all available paid leave days and paid vacation days and;

ARTICLE 15

LEAVES

- b. Is not able to return to work for medical reasons due to a serious illness or injury that prevents the employee from performing the duties of his or her job for an extended period of time (ten (10) days or more) or;
 - c. A condition that qualifies for short-term disability or long-term disability (but the qualification period has yet to run) and therefore, needs donated days, the employee may submit a donation request for sick leave.
3. Employees receiving Workers Compensation or Short/Long Term Disability will not be eligible for donated leave.

The following procedures will be used to approve or deny requests.

1. The employee will notify the Union Executive Council of the need for sick days. This process will not begin until initiated by the employee. The Union will review the request and will decide whether to approve the request, deny the request, or approve a modified request. The Union will notify the District of any approved requests. Requests will be submitted on an agreed-upon form.
2. The Union will solicit days from the bargaining unit members and obtain the necessary paperwork from donors.
3. Payroll will process the days after the District has received notice from the Union.

M. Guidelines for Leave Donations

In consideration of extenuating circumstances surrounding the needs of a specific individual, donation of sick leave days from bargaining unit employees will be approved with the following understanding, conditions, and limitations:

All contributions of sick leave days are irrevocable unless refunded in accordance with Section H.

1. All contributions to an individual employee are voluntary and must be made in writing. The District shall be defended and held harmless from any claim arising from honoring the donation request in this matter.
2. Each bargaining unit employee who volunteers to donate one sick leave day must sign a waiver indicating that they are forfeiting that sick leave day.
3. Bargaining unit employees from any building in the District may contribute to the individual recipient.
4. The District is not responsible for any personal tax liability that may be incurred by the donating employee or receiving employee should any liability arise.

ARTICLE 15

LEAVES

5. The maximum number of days that may be received by any one (1) bargaining unit member (at a rate of one day per year per individual member) is thirty (30) (or the number needed to get the employee to short-term disability or long-term disability, whichever is less).
6. The maximum number of hours that may be donated by the bargaining unit in a given year will not exceed 800 hours.
7. Collectively, if the bargaining unit employees donate more than the total number of days said employee is in need of, the days will be utilized in the order in which they were donated. Donated sick leave not utilized by the recipient shall be returned to the donating employee.

ARTICLE 16

RECLASSIFICATIONS

- A. A Job Classification Committee shall be established, composed of three (3) members appointed by the Union and three (3) members appointed by the District. In the event that an employee believes that their duties, level of required skill and/or responsibility have changed significantly, so that the employee is actually performing the duties of a higher classification, the employee may apply to the job classification committee for a reclassification of their position to that higher classification on the existing salary schedule.

One individual assigned by the District and one individual assigned by the Union shall first review the request to determine whether it meets the definition of a reclassification and if so, shall forward the request to the committee. The committee shall review requests made by employees that their job assignments be reclassified. The Committee shall develop and maintain procedures to be followed by employees requesting a job reclassification review of their assignment.

If necessary, the Committee shall meet on a quarterly basis to review requests submitted during that quarter. The Committee may request the employee appear. The decision of the Committee shall be final and the employee shall be notified in writing of the decision within ten (10) calendar days. A majority of the Committee shall be required in order to change a classification.

If it is determined that a change in classification is justified, the District will either reclassify the position or restructure the work assignment to comply with the existing classification. The effective date for any salary change shall be the first of the month following the decision of the Committee or an earlier date, if agreed to by the Committee.

- B. If the reclassification is granted, the employee shall be placed on the salary schedule at a salary level closest to but not less than their previous salary and shall then receive one (1) additional step.

ARTICLE 17

REDUCTION OF HOURS AND LAYOFF

A. Reduction of Hours

1. A reduction of hours shall be defined as a permanent reduction of a bargaining unit member's non-temporary assigned hours of work that results in either of the following:
 - a. A reduction in the level of benefits for that bargaining unit member; or
 - b. A reduction of more than thirty (30) minutes of a bargaining unit member's total assigned work time in any one contract year.
2. In the event there is a reduction of hours as defined, such reduction will be done in inverse order of seniority within the affected position and school/Department unless:
 - a. Hours cannot be reduced from a less senior employee without impacting services to students or building/Department needs; or
 - b. A less senior employee has unique skills or job responsibilities which are required for the position and which cannot be learned by a more senior employee in the position within a reasonable amount of time (generally ten (10) days).
3. A bargaining unit member who experiences a reduction of hours as defined by this Article may elect one of the following:
 - a. Accept the reduction in hours and remain in the current assignment;
 - b. Transfer to an open position, as determined by the District, at another work site in order to maintain their hours; or
 - c. Bump a less senior bargaining unit member occupying the same position at another work site. If there is no less senior employee within the same position, the employee experiencing a reduction in hours may bump into another position within the same classification.
 - d. If the employee chooses to remain in the employee's current position following a reduction in hours resulting in a reduced level of benefits, the level of District contribution for the employee's benefit package shall not be changed until the end of the calendar month following the month in which the reduction in hours takes place. Employees will be notified of benefit options in the event of a loss of hours.

ARTICLE 17

REDUCTION OF HOURS AND LAYOFF

- e. If hours are subsequently restored to a department or school within twelve (12) months of an employee choosing to remain in the employee's current position, the District will attempt to reinstate the hours to the affected employee(s) before hiring additional staff in the position within the department or school.
- f. Section A. 1. B. shall not apply to bus drivers, bus attendants and Nutrition Services during the first forty-five (45) calendar days of the school year. These forty-five (45) calendar days are considered the adjustment period for these Departments. Any reduction of hours outside the forty-five (45) calendar days will follow the terms of this Article.

B. Layoff

1. A layoff shall be defined as the elimination of a position resulting in the loss of employment by a bargaining unit member for non-disciplinary reasons.
2. In the event layoff becomes necessary, the District will notify the Union in writing, in advance, and the parties will meet to discuss ways of avoiding layoffs. Such notification will be given at least thirty (30) calendar days before the start of the next school year when the reduction is to be in the next school year and at least fourteen (14) days when it is to be in the current school year.
3. When layoffs remain necessary following the discussion above, the District will consider employees' requests to take voluntary layoff until the necessary reduction is met. If voluntary layoffs are not accepted or do not meet the necessary reduction in the workforce, additional layoffs shall be made. The District shall notify the Union of any employees electing to take a voluntary layoff.
4. Layoffs shall not affect permanent bargaining unit employees until the District has laid off temporary employees first, then probationary employees holding positions in the affected classifications.
5. Layoff will be in the inverse order of seniority District wide, within the affected position (as shown on the bumping chart attached to this Agreement). However, a less senior employee may be retained, and the next senior employee laid off, provided the least senior employee possesses skills and/or abilities the more senior employee does not possess and which are relevant to the position and which cannot be learned by a more senior employee in the classification group within a reasonable amount of time (generally ten (10) days).
6. The District shall notify the Union in writing of any processes, which result in a less senior employee being retained over a more senior employee.
7. An employee who is laid off shall be entitled to "bump" the least senior employee in any other position in which that employee has worked, or in a lower position in the same classification the employee works or has worked, with the equivalent

ARTICLE 17

REDUCTION OF HOURS AND LAYOFF

number of hours or fewer, provided the employee's experience and qualifications meet the requirements of the position. An employee who wishes to exercise the employee's bumping rights must notify the District within five (5) working days of notification of the employee's layoff status.

8. Employees designated for layoff shall be given at least fourteen (14) calendar days of written notice of layoff. A copy of such notice will simultaneously be sent to the Union. This notice does not apply to an emergency of less than two (2) weeks in duration.

C. Recall

If the District determines to fill a vacancy in a position for which there is an individual on the recall list, the following procedure will be followed:

1. Employees will be recalled in the inverse order of layoff to a position held prior to layoff. An employee who is offered return from layoff to a lower position than the one previously held shall have the right to reject such assignment and will not forfeit any rights to recall as stated in this Article of the Agreement. If the employee accepts recall to a lower position, they shall remain eligible for recall to the position held at the time of layoff for the duration of the original recall period.
2. The District will notify the employee to be recalled by certified, return-receipt mail at the employee's last known address. A copy of the notice will be sent to the Union.
3. Recall rights will terminate twenty-seven (27) months following the effective date of the layoff. It is assumed the offer of a position is rejected if the laid off employee or the employee's agent does not respond within seven (7) calendar days of receipt of the job offer or if the employee cannot be reached at the address of record as maintained in the District's Human Resources office.
4. In the event the employee is unavailable, it is the employee's responsibility to notify, in writing, the District and the Union of the employee's designated agent and contact information.
5. Employees recalled to a position consistent with the terms and conditions of this Article shall have all the benefits earned prior to layoff and seniority restored at the time work is resumed with the District.

ARTICLE 17

REDUCTION OF HOURS AND LAYOFF

D. Data Sharing:

The employer will provide the Union the following information relating to staffing, reductions and/or lay-offs, on an annual basis:

1. Copies of staffing sheets, including pre and post reduction of hours and/or lay off.
2. List of all voluntary and involuntary transfers including hours and locations.

ARTICLE 18

EVALUATIONS

- A. The District shall conduct performance evaluations of employees at least every other year. For employees who work twelve (12) months, performance evaluations shall be completed by June 1 of the school year in which the evaluation occurs. For employees who work less than twelve (12) months, performance evaluations shall be completed by June 1 of the school year in which the evaluation occurs. The employee's job description, and any goals or direction as established by the Supervisor and related to specific job duties, shall be the basis for the performance evaluation.
- B. The Supervisor or appropriate Administrator shall privately review the evaluation with the employee and provide the employee with a copy. The employee shall sign the evaluation acknowledging receipt. If the employee has objections to the evaluation, they may file a written objection and have it placed in their personnel file and attached to the relevant evaluation.
- C. The employee has the right to a performance evaluation upon request.
- D. The performance evaluation is not intended as a substitute for counseling or discipline in the normal course of day-to-day job performance and conduct.

ARTICLE 19

SAFETY AND HEALTH

- A. The District will comply with all workplace and safety requirements of state and federal law and regulations. Employees with concerns about health or safety should present those concerns to the employee's Supervisor, and to the site safety committee to discuss and identify solutions, which include, but are not limited to additional staff training, additional staff support or resources, and the identification of a safe place to appropriately support students with disruptive behavior.
- B. Employees who are assigned health care/nursing tasks shall receive advance training and periodic monitoring in accordance with the requirements of the Oregon State Board of Nursing and any other related governing bodies.
- C. The District will reimburse an employee for any costs incurred for any additional examination arising from work-related exposure to or contact with diseases or hazards, which may affect the employee's ability to work.
- D. An after-hours safety plan will be developed and implemented in each building by the Principal or Supervisor, with the input of employee(s) on swing or night shift.
- E. Safety Glasses
Maintenance personnel and mechanics shall be provided Occupational Safety and Health Association (OSHA) approved non-breakable safety glasses.
- F. Physical Examinations
The District will designate a clinic where employees required to have physical examinations may have such an exam completed. The District shall cover the cost of the exam and employees shall be able to use up to one (1) hour and thirty (30) minutes of paid work time to complete their physical.
- G. First Aid Cards
 - 1. Employees who are required to have First Aid cards will have all costs incurred paid by the District.
 - 2. In the event that the First Aid class extends beyond the employee's normal workday, the employee shall be compensated at their regular hourly rate, unless the time qualifies the employee to be paid overtime. In that case, the terms and conditions of overtime become applicable and the employee is paid accordingly.

ARTICLE 19

SAFETY AND HEALTH

H. Special Clothing and Equipment

1. The District will provide Nutrition Services employees with two (2) uniforms per year.
2. The District will provide laundered coveralls in proper sizes for employee use at the following workstations: Transportation/shop personnel, and District Maintenance.
3. The District will provide one (1) set of coveralls for employee use at each school building for grounds/custodial employees.
4. The District will provide appropriate raingear for all employees who work outside in inclement weather as part of their regular assignment.
5. Employees shall direct requests for safety equipment related to their assignment to their Building Administrator. If the request is denied by the Building Administrator, employees may appeal to the District Risk Manager.

I. In the event that the District sponsors a smoking cessation program, employees may participate one time at no cost.

J. Property Loss

Upon request, the District shall provide a locked cupboard, cabinet or drawer for employees' personal effects.

ARTICLE 20

TRANSPORTATION

A. Transportation

1. All assigned hours will be paid at the driver’s hourly rate.
2. The District will provide, without cost to the driver, the extra costs of re-licensing and training to meet the Commercial Driver’s License requirements.
3. Regular Route
Is a route that drives students to and from school, except those defined as special needs.
4. Special Needs Route:
Is a route that drives exclusively special needs students:
 - a. to and from school
 - b. worksites
 - c. community

These routes require additional training including District restraint system, transporting students with disabilities, Q-Straint, and other training specific to the needs of the students.

5. Mid-Day Routes
A route that can be defined as AM or PM, and is generally between 10:00 AM and 1:00 PM.
6. Activity Routes/Shuttle
Transfer of students – school to school, worksite, any District approved facility.
7. New and Open Routes
The Transportation Department shall indicate those routes that become available after the first day of in-service by posting in a consistent location. Drivers may express interest to the Transportation Supervisors regarding such routes.

B. Trips

The District shall be committed to utilizing the Transportation Department for activity/athletic trips. However, the District may utilize charter buses for up to twelve (12) trips on a school year basis. Additionally, charter buses may be used for all trips that are privately funded. Privately funded trips are defined as those trips for which the District would not have otherwise provided funding. In the event that requests are made for transportation outside the parameters of the above agreed upon language, the parties agree to engage in discussion prior to approving those trips.

C. Assigning Trips

1. Each week field trip requests will be processed.

ARTICLE 20

TRANSPORTATION

2. Pick lists will be established at the beginning of the year by seniority order and will rotate thereafter.
3. Drivers must sign up for all lists they wish to be included on and are qualified for.
4. Drivers will be assigned from pick lists based upon the categories of the trips, including:
 - a. General Trips
 - b. Chains required (winter driver training and chains certification)
 - c. Overnight Trip
5. Trips will be assigned beginning with the first driver on the pick list.
6. All assigned trip notifications will be sent to the driver via their HSD email. Drivers must accept or refuse the assigned trip within twenty four (24) hours.
7. Once a trip has been assigned and accepted, the driver cannot refuse the assigned trip within twenty four (24) hours of the trip departure time, unless the parameters of that trip change. If so, the driver shall be entitled to keep or turn the trip without penalty (i.e. falling to the bottom of the pick lists).
8. If that driver accepts or refuses that trip, they are moved to the bottom of that pick list.
9. If dispatch is unable to fill a trip from the pick lists in the trip tracker system, due to refusals within twenty four (24) hours of the trips scheduled departure time, a Supervisor may give the trip to any qualified available driver.
10. Trips turned back or that have not been assigned, or that arrive in Transportation within twenty four (24) hours of departure time, are not subject to the trip assignment parameters and may be assigned to any available driver.
11. If a driver refuses more than ten (10) trips in a school year, they will be removed from all trip pick lists for the remainder of the school year.
12. In a last-minute situations only, after all efforts to find an available driver have failed, Supervisors may ask twelve-month staff to drive a field trip.
13. It is the expectation of the District that while on field trips, the employee take all rest and food breaks within a reasonable distance from where the students are engaged in their activity, so that the driver may return to their location within minutes, if needed.
14. All trips shall be assigned in accordance with the above language and OAR 581-053 0031.

ARTICLE 21

PROFESSIONAL IMPROVEMENT

- A. The District will provide in-service programs to train employees on new equipment, processes and procedures related to their current job duties.
- B. The District shall establish a Professional Improvement Fund in the amount of thirty thousand (\$30,000) for each year of the contract for the purpose of assisting employees seeking to upgrade and gain new skills. Use of such funds shall be for the cost of enrollment in workshops, seminars, conferences or college courses related to work performed by members of the bargaining unit, or to qualify for advancement into positions represented by the bargaining unit, and/or for the cost of a substitute when necessary to cover the employee's assignment.

Requests for funds shall be submitted through the employee's Supervisor with final approval to be jointly decided by the Union President or designee and District Human Resources Director or designee prior to taking the course. If a disagreement exists between those two parties, the District Superintendent shall make a final decision.

To receive reimbursement, an employee must provide verification of successful completion of the work. If agreeable to the provider, the District will make direct payment to the provider to cover registration fees, etc.

Employees may initially apply for eight hundred dollars (\$800) in any one year and may request additional funds, up to four hundred dollars (\$400), a total of twelve hundred dollars (\$1200) after June 1, if any funds remain in the Professional Improvement Fund. Approval for additional funds shall be based on the criteria stated above and shall be on a first come, first served basis. Unused Professional Improvement Fund dollars shall be added to the subsequent year's \$30,000 contribution.

Requests that have been approved, but have not yet taken place, shall have funds set aside to ensure coverage of the coursework, workshop, conference or seminar.

- C. An employee may visit another school or facility within the District or attend a workshop, conference or seminar related to their work assignment during their regular work hours, provided the following conditions are met:
 - 1. Approval of Supervisor
 - 2. Coverage of work assignment
 - 3. Documentation provided to validate attendance
- D. The District shall pay the full cost of tuition fees, supplies, mileage for out-of-district travel, and any other related expenses for any class, workshop or seminar an employee is required to attend. The District shall provide time during regular working hours, or shall provide paid time outside of working hours, for any required trainings, including any video/computer trainings. If such attendance is required outside the employee's work hours, the employee shall be paid at their hourly rate and, if applicable, overtime. The District shall provide notice of any training to be provided during the summer by April 1.

ARTICLE 21

PROFESSIONAL IMPROVEMENT

- E. Employees not required to attend District-provided First Aid/CPR classes may attend on non-work time without compensation.
- F. In the event that an employee has been assigned work out-of-classification for a period of time exceeding three (3) days, the employee assigned that work may request a consultation with their Supervisor and may request training and prioritization of duties.

ARTICLE 22

PERSONNEL FILES

- A. Official personnel files of any employee in the bargaining unit (e.g., the personnel office file, business office file, and any grievance, investigatory or medical files) shall be maintained in the District's Human Resources Department. Each employee shall have the right, upon request and reasonable notice, by the end of the next business day, at the latest, to review all materials in their personnel files.
- B. A representative of the Union may, at the employee's request, accompany the employee and/or review their personnel file. No derogatory material shall be placed in the personnel file if it has not been shown to the employee and if the employee has not been given a copy of such material.
- C. Employees may make a written statement relating to any document in the file and such employee's statement shall be placed in the employee's personnel file and attached to the relevant document.
- D. An employee may place in their electronic application file any material(s) which they feel is pertinent to their professional career, performance and qualifications, including letters of commendation or other material demonstrating positive performance.
- E. An employee shall have the right to indicate those documents that they believe to be obsolete or inappropriate for retention. The Human Resources Administrator shall review such documents and notify, in writing, whether or not the request was granted. Documents that are not removed upon request may only be used in future action against the employee in accordance to Article 23, Section B.
- F. Any official grievance filed by an employee shall not be placed in the personnel file of the employee.
- G. Building Administrators/Supervisors may maintain a working file for each employee under their supervision. Such files are open to inspection by the employee in the same manner as with the official personnel file.

ARTICLE 23

DISCIPLINE

- A. No permanent employee shall be disciplined without just cause. Discipline shall be administered in private. For the purpose of this Article, discipline shall include written warnings and reprimands placed in the employee's personnel file, suspension and termination.
- B. In determining whether to use prior disciplinary action as part of progressive discipline, the District will consider the amount of time that has passed since that prior discipline as well as the nature of the underlying misconduct.
- C. The District will notify the employee when any meeting is scheduled for the purpose of investigating and/or administering discipline or giving notice of dismissal. Notification of these meetings shall provide the employee sufficient time so that they may exercise their right to have union representation.
- D. An employee shall have the right to submit a written statement placed in their personnel file.
- E. Programs of Assistance for Improvement shall be considered to be corrective and non-disciplinary and shall not be kept in the official personnel file, unless the program of assistance is not successfully completed.

ARTICLE 24

GRIEVANCE AND ARBITRATION

A. Grievances

1. A grievance is a complaint by an employee, a group of employees, or the Union, which alleges that there has been a violation of the contract or application of the contract or application of the terms or conditions of the Agreement.
2. Each grievance must be initiated within thirty (30) calendar days of the occurrence of the cause of the complaint or when the grievant became aware of the occurrence.
3. "Days" in this Article of the Agreement shall mean District business days unless otherwise specified.
4. Group grievances shall be filed at Step 2 and Union grievances shall be filed at the level of the alleged infraction.
5. If the grievance is over an employee's dismissal or demotion, the grievant may elect to have a hearing before the School Board, under ORS 332.544, which requires that a written request be filed with the School Board within fifteen (15) calendar days of the dismissal or demotion. Should the School Board uphold the dismissal, the grievant may seek redress beginning with Step 3 of the negotiated grievance process. Should an employee choose to have a hearing before the School Board, the Union shall be notified by the District upon receipt of the written request.
6. In cases where employees have been demoted or dismissed, the grievance process shall begin with Step 3.

B. Procedures

1. Step 1 – Informal Meeting with Immediate Supervisor

The parties agree that it is mutually desired that whenever possible grievances be resolved informally at the lowest step. A discussion of the grievance shall be conducted by the grievant, their Union representative (if requested by the grievant), and the Supervisor or appropriate Administrator to seek grounds for resolution of the problem.

The Supervisor shall provide a resolution or reasons for non-resolution within ten (10) days of the conclusion of the informal meeting.

2. Step 2 – Reduce to Writing – Immediate Supervisor

If the grievance cannot be resolved at Step 1, the grievant will present the Supervisor with Step 2 of the written grievance within ten (10) days of the Supervisor's resolution or reasons or non-resolution noted above and the Supervisor will respond within ten (10) days of the receipt of such grievance. The

ARTICLE 24

GRIEVANCE AND ARBITRATION

written grievance will be sent to the appropriate District Administrator responsible for contract administration.

3. Step 3 – Superintendent or Designee

A grievant who has not been able to resolve a grievance with the immediate Supervisor, may appeal the decision of Step 2 to the Superintendent or designee within ten (10) days of receipt of the written Step 2 response. The Superintendent or designee will hold a hearing within ten (10) days of receipt of the appeal.

Within ten (10) days after the hearing, the Superintendent or designee will render a decision, in writing, which will contain a complete statement of the reasons for the decision if the whole remedy sought by the grievant is not granted. A copy of such decision shall be sent to the Union.

C. Step 4 – Arbitration

1. Notice

If a grievance remains unresolved at Step 3, the Union may appeal the decision to arbitration if notice is given to the School Board or their designee within thirty (30) calendar days of receipt of the Step 3 decision. It is specifically understood that any appeal to arbitration will be made by the Union on behalf of the grievant.

2. Selection of Arbitrator

The Union and the District may attempt to select an arbitrator mutually.

If the parties have not selected an arbitrator within five (5) days following notice of intent to arbitrate, the appealing party shall request that the Oregon Employment Relations Board (ERB) provide a list of seven (7) names.

The parties shall meet to alternately strike one name from the list until one remains and such person shall be the arbitrator.

The parties will schedule the arbitration hearing on a date the arbitrator is available, within sixty (60) days of the date of the notice of arbitration. If the arbitrator is not available within those sixty (60) days, the parties will select the nearest available date to that time for all parties.

The parties will abide by the voluntary rules and procedures of the American Arbitration Association (AAA) for the conduct of the arbitration. If either party objects that the grievance is not properly before the arbitrator, the parties shall attempt to resolve the arbitrability issue before the hearing through submission of written materials and/or a conference call.

ARTICLE 24

GRIEVANCE AND ARBITRATION

The decision of the arbitrator shall be binding on all parties. The arbitrator shall not be empowered to rule contrary to, to amend, to add or to eliminate any of the provisions of this Agreement. The arbitrator shall render a written decision within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever occurs later.

Charges by the arbitrator shall be shared equally by the District and the Union.

D. General Procedures

1. The parties agree that they will make an effort to schedule any grievance meetings so as to be the least disruptive to the department or school the employee and their Union representative are assigned to. If a grievance meeting is scheduled during the work day by mutual agreement, the employees involved will not suffer a loss of pay.
2. Time limits at any step may be modified by mutual agreement in writing.
3. The District and its Administrators will cooperate with the Union in the investigation of the grievance, and further will furnish the grievant or their Union representative with such necessary information, as is requested for the processing of the grievance. This provision shall not require the District to arrange for interviews of students or staff by the Union, on or off District time.
4. Failure at any step of the grievance procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
5. A representative of the Union may be present at all steps of the procedure. The Union will be notified promptly of the terms of the final decision or settlement of any grievance.

**ARTICLE 25 EMERGENCY SCHOOL CLOSURE/ DISTRICT CLOSURE/
DELAYED START**

A. Essential Employees

"Essential" employees shall be identified by the Superintendent or their Designee, by September 30th each school year. Employees identified as essential may be required to report to work on days defined under Emergency Closure, School Closure and Delayed Start. This list shall be provided to the Union no later than October 5th.

B. Emergency Closure (individual schools)

In the event of a school closure due to emergency circumstances, employees may be required to work their scheduled shift at another work site and will suffer no loss of pay or benefits.

C. School Closure (all schools)

In the event all schools are closed, but District offices and departments are open, employees shall not be required to report to work with the exception of essential employees officially identified as noted in section A above.

1. Less than 12-month employees not required to report on the school closure day(s) shall work their regularly scheduled shift on days identified as student make-up days without additional pay.
2. If no make-up days are scheduled, or make-up days are scheduled as non-student make-up days, less than 12-month employees can attend any available training, or use accrued personal leave, leave without pay or work with their Supervisor to make up the time by June 30th of that year.
3. Twelve-month employees not defined as essential and who do not report to work can use accrued personal leave, vacation leave, leave without pay or work with their Supervisor to make up the time by June 30th of that year.

D. District Closure (all schools/programs/departments)

Whenever the District closes all schools, programs and departments due to inclement weather or emergencies, employee attendance shall not be required and no loss of any pay or benefits will result for any employee.

1. Less than twelve-month employees shall work their regularly scheduled shift on days identified as student make up days without additional pay.
2. If no make-up days are scheduled, or make-up days are scheduled as non-student make up days, less than 12-month employees can attend any available training, or use accrued personal leave, leave without pay or work with their Supervisor to make up the time by June 30th of that year.

**ARTICLE 25 EMERGENCY SCHOOL CLOSURE/ DISTRICT CLOSURE/
DELAYED START**

3. Twelve-month employees can use accrued personal leave, vacation leave, leave without pay or work with their Supervisor to make up the time by June 30th of that year.
4. Twelve-month employees called in to work during a District closure - In the event an emergency arises that requires immediate attention from employees qualified to perform that work, and those employees are called into work, they shall be paid the overtime rate for no less than four (4) hours.

E. Delayed Start/Early Dismissal

1. When school openings are delayed, the expectation is for employees to begin their workday as close to their normal start time as possible, consistent with safety.
2. Employees will be paid their regular hours for days when there is a delayed opening or early dismissal.
3. If school is subsequently cancelled, employees shall suffer no loss of pay or benefits. If School Closure is announced, refer to the procedures in "School Closure" above. If a District closure is announced, refer to "District Closure" above.

ARTICLE 26

MILEAGE

- A. Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time shall be reimbursed at the current IRS rate, as of the immediately preceding July 1.
- B. An employee required to travel to two (2) or more worksites within the same work day shall receive mileage reimbursement at the IRS rate or shall have use of a District vehicle.

ARTICLE 27**FINGERPRINTING**

During the term of this Agreement, fingerprinting and criminal records checks mandated or required of current District employees will be paid by the District.

ARTICLE 28

CONTRACTING OUT

- A. If the District determines it is necessary to explore contracting out services, then the Union will be notified and will have at least two (2) representatives on any study committee. The Union will have opportunity to explore and present ideas for cost savings in the present operations of the affected Department prior to the District seeking bids to determine if financial savings could result from contracting out.
- B. If the Union and the District are unable to reach agreement on any proposed contracting out through the process described in paragraph A above, and if the District determines that it intends to proceed with contracting out, the District shall so notify the Union and offer to bargain the decision and the impact of contracting out. If the Union responds within fourteen (14) days that it desires to bargain, the bargaining process set forth in ORS 243.698 shall be followed.
- C. If the Union and the District are unable to reach agreement within the 90-day bargaining period, and if the District chooses to unilaterally implement contracting out, the provision of Article 26 (No Strike) shall not apply to this bargaining dispute.
- D. However, the District may subcontract a temporary need for work, special or technical skill not performed by or within the assignment of current employees. The subcontracting will be for the period of the temporary need.

ARTICLE 29**STRIKES**

The Union will not authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the term of this Agreement, except as specifically allowed by this Agreement.

There shall be no lockout of employees in the unit during the term of this Agreement.

ARTICLE 30**SAVINGS CLAUSE**

Should any Article, Clause or Provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Article, Clause or Provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in force and effect for the duration of this Agreement. Should any Article, Clause or Provision of this Agreement be declared illegal, the parties may enter into discussion for a replacement Article, Clause or Provision upon written request by either party.

ARTICLE 31 NEGOTIATION OF A SUCCESSOR AGREEMENT

Reopening of the negotiations for a successor to this Agreement shall occur by written notice by one party to the other by January 15 of the year the Agreement expires.

ARTICLE 32**DURATION AND TERMINATION**

- A. This Agreement shall be effective on July 1, 2018 and shall remain in full force and effect through June 30, 2021.
- B. The parties agree to engage in a comprehensive review of all classifications, including the bumping chart and appropriate placement on the salary schedule, beginning no later than January 2021.

**Hillsboro School District
Classified Bumping Chart**

<u>Admin Support</u>	<u>Custodial</u>	<u>Educational Assistant</u>	<u>Family Support</u>	<u>Finance</u>	<u>Maintenance and Trades</u>	<u>Nutrition Services</u>	<u>Security</u>	<u>Technology</u>	<u>Transportation</u>
Communication Liaison	Custodian 3	Licensed Practical Nurse	Language Liaison	General Accountant	Maintenance Foreman	Nutrition Services Support	Security Patrol Monitor	Technology Support 3	Mechanic, Foreman
Construction Mgmt Support	Custodian 2	Special Education Assistant	Education Liaison	Benefits Asst	Maintenance 4	Cook 5	Campus Security	Technology Support 2	Mechanic 3
Dept. Admin Support 3	Custodian 1	Media Support	Transition Assistant	Payroll Asst 2	Maintenance 3	Cook 4		Technology Integration	Mechanic 2
Admin Support 3	Night Lead Custodian	Media Assistant	Graduation Coach	Financial Asst 2	Maintenance 2	Cook 3	Data Technician		Bus Driver Trainer
Admin Support 3	Day/Night Custodian	Educational Assistant/Child Care Assistant	Family Outreach Liaison	Payroll Asst 1	Maintenance 1	Cook 2			Routing Liaison
Dept. Admin Support 2		Transportation Assistant		Financial Asst 1	Groundskeeper 3, Irrigation and Wetlands	Cook 1	Assistant Cook		Dispatcher
Admin Support 2						Groundskeeper 3			Catering Assistant
Dept. Admin Support 1					Groundskeeper 2	Kitchen Helper			Bus Driver
Admin Support 1					Groundskeeper 1				Bus Washer
		Technology Support 1			Print Shop Operator				
					Warehouse 3				
					Warehouse 2				
					Warehouse 1				
					Courier				

MEMORANDUM OF AGREEMENT
Between
Hillsboro Classified United, Local-4671, AFT-Oregon, AFT, AFL-CIO
And
Hillsboro School District 1J

This contract is made and entered into this October xx, 2018, by the Hillsboro School District 1J and the Hillsboro Classified United.

In witness thereof, the parties listed below hereby affix their signatures.

FOR THE DISTRICT:



Lisa Allen,
Hillsboro School District Board Chairperson

1/7/19

Date



Mike Scott,
Hillsboro School District Superintendent

1/7/19

Date

FOR THE UNION:



Devin Hunter, President
Hillsboro Classified United

1/16/19

Date



Melody Hansen, Vice President, HCU Collective Bargaining
Hillsboro Classified United

1/16/19

Date

MEMORANDUM OF AGREEMENT
Between
Hillsboro Classified United, Local-4671, AFT-Oregon, AFT, AFL-CIO
And
Hillsboro School District 1J

Cell Phone Stipend

This Memorandum of Agreement is hereby entered into by the Hillsboro School District 1J ("District") and the Hillsboro Classified United Local 4671 AFT-Oregon, AFT, AFL-CIO for the purpose of establishing the cellular phone stipend. To that end, the parties agree to the following:

Classified employees who are identified by the District as requiring mobile contact via their personal cell phone during their assigned workday because their job requires them to travel throughout the District will receive a monthly cell phone stipend.

Voice services only: \$20.00 per month

Voice, email, web: \$45.00 per month

If the District raises this stipend for its non-classified employees, it will raise the stipend paid to classified employees to an equivalent amount.

Personal cell phone records not related to employment with the District remain the property of the member and cannot be turned over to the District for any purpose. By accepting a stipend, the employee agrees to comply with a request from the District to delete any district owned data that resides on an employee owned mobile phone. Classified employees who are identified as eligible for the cell phone stipend but choose not to utilize a personal cell phone, will be provided with an alternative means of contact by the District. This Memorandum of Agreement shall be in effect through the conclusion of the 2018-21 school years. Following the 2018-21 school years, the parties shall review this Memorandum of Agreement, and may renew it, with or without modifications, with mutual agreement.



Kona Lew-Williams, Chief Human Resources Officer

8/23/18

Date



Melody Hansen, Vice President, HCU Collective Bargaining

8/23/18


Date

MEMORANDUM OF AGREEMENT
Between
Hillsboro Classified United, Local-4671, AFT-Oregon, AFT, AFL-CIO
And
Hillsboro School District 1J

Re-Employment of Retired Employees
CLASSIFIED STAFF


Employees who retire from the Hillsboro School District during the school year and who are subsequently rehired by the District, at the District's discretion, are members of the bargaining unit represented by the Hillsboro Classified United, Local 4671, AFT-Oregon. All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re-employed unit retirees, except those rights and/or benefits expressly set forth below as exclusions:

- A. Employees who qualify may choose to retire under PERS guidelines and continue to work for the District at the discretion of the District. Employees wishing to retire and be considered for rehire for the duration of the school year shall provide notice to the District by January 15th. The District will notify the retiree by February 1, if they will be rehired for the duration of the year. Employees will receive all privileges as members under this collective bargaining agreement.
- B. Upon retirement, retirees shall have their sick leave balance zeroed out in accordance with Oregon law. Employees will be given one (1) day of paid sick leave per month worked for the balance of the current year which would accumulate.
- C. Rehired retirees shall continue at their rate of pay in effect at the time of retirement unless hired into a position having a different contractual pay rate.
- D. Upon retirement, employees shall forfeit all accumulated seniority and shall have their new effective seniority date be the date on which they were re-hired by the District.
- E. Employees who are hired beyond the year in which they retire shall be treated as employees new to the District.
- F. This Memorandum shall become effective January 1, 2020 until June 30, 2021, by the parties and renewed or amended with the agreement of the parties.



Kona Lew-Williams,
Chief Human Resources Officer, HSD

12-16-19
Date



Melody Hansen,
President, HCU

12-16-19
Date

MEMORANDUM OF AGREEMENT
Between
Hillsboro Classified United, Local-4671, AFT-Oregon, AFT, AFL-CIO
And
Hillsboro School District 1J

Summer Bargaining Unit Work

The parties agree to the following parameters for less than 12-month employees for bargaining unit work in the summer:

1. Non-current bargaining unit employees will not become bargaining unit members due to summer employment.
2. Current employees must be available for all work scheduled for which they were hired.
3. The terms and conditions of the current Collective Bargaining Agreement (CBA) remain in effect during summer work periods for current employees, except in the following situations:
 - a. Regular posting requirements do not apply.
 - b. Current bargaining unit Employees shall be notified of available summer work as soon as reasonable.
 - c. Current bargaining unit employees may be released from extra summer work without recourse through the grievance procedures, any such release will not affect the current bargaining unit employee's regular position.
 - d. The exception to this would be egregious behavior on the part of employee that would result in dismissal or discipline in their regular position.
1. The wages for each position are noted on the postings, and no wage shall be lower than Step I of the current Classified Salary Schedule.
2. Positions that do not appear on the Current Classified Salary Schedule shall be paid no lower than Step I of a comparable classification as determined by the District.
3. These summer positions shall not increase or decrease any current benefits or leaves to any employee, and will not be considered straight time.
4. The parties agree that some summer positions rely on grant monies and all summer positions or their availability can change from year to year.
5. Any issues will be discussed between the parties in Labor Management.

This MOA shall become effective upon signature of both parties, and shall remain in effect until the conclusion of the sub-committee work, but will expire no later than August 31, 2019.



Kona Lew-Williams, Chief Human Resources Officer

8/23/18

Date



Melody Hansen, Vice President, HCU Collective Bargaining

8/23/18

Date

MEMORANDUM OF AGREEMENT
Between
Hillsboro Classified United, Local-4671, AFT-Oregon, AFT, AFL-CIO
And
Hillsboro School District 1J

Interns

This memorandum of agreement sets forth the following agreement between the Hillsboro School District 1J ("District) and Hillsboro Classified United (HCU) Local 4671 AFT-Oregon, AFT, AFL-CIO in accordance with the spirit of good faith and fair dealing.

The parties acknowledge that educational opportunities are a paramount priority of the parties.

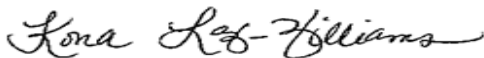
To that end, the parties agree to the following processes with regard to college interns at the Hillsboro School District:

Portland Community College has identified students who could gain on-the-job experience working an internship with the Hillsboro School District.

The parties agree to the following parameters for this program:

1. Current bargaining unit employees shall not be displaced or have their work impacted by this program.
2. Current bargaining unit employees shall not be required to participate in this program and all coaching/training/mentoring shall be voluntary.
3. This program is in effect for the 2018-2021 school years.
4. All issues and concerns shall be addressed by the parties through the Labor Management meetings.
5. The participating intern shall not be considered a bargaining unit employee.

This Memorandum of Agreement shall become effective upon signature of both parties, and shall remain in effect until the conclusion of the 2018-2021 school year.



Kona Lew-Williams, Chief Human Resources Officer

8/23/18

Date



Melody Hansen, Vice President, HCU Collective Bargaining

8/23/18

Date

**2018-2019
EDUCATIONAL ASSISTANT
PAY SCHEDULE**

Pay Grade	1	2	3	4	5	6	7	8	9	10	11
A	This pay grade was deleted due to reclassification of Playground/Crossing guard Assistants										
B	\$15.63	\$16.09	\$16.55	\$17.03	\$17.54	\$18.05	\$18.58	\$19.14	\$19.70	\$20.28	\$21.09
C	\$16.05	\$16.52	\$17.00	\$17.51	\$18.02	\$18.55	\$19.09	\$19.67	\$20.24	\$20.83	\$21.66
D	\$16.40	\$16.87	\$17.38	\$17.88	\$18.41	\$18.95	\$19.51	\$20.08	\$20.68	\$21.28	\$22.12
E	\$16.69	\$17.18	\$17.69	\$18.20	\$18.74	\$19.29	\$19.85	\$20.44	\$21.03	\$21.66	\$22.53
F	\$23.82	\$24.52	\$25.25	\$25.98	\$26.74	\$27.54	\$28.36	\$29.19	\$30.06	\$30.96	\$32.19

JOB CLASSIFICATIONS

A	B	C	D	E	F
	<u>Transportation Assistant</u>	Regular Education Assistant, Title 1 Regular Education Assistant 2 Career Center Crossing Guard ISS Teen Mom <u>Bilingual Assistant 1</u> <u>Campus Security</u> Special Education Assistant 2 Resource Evaluation Specialist	Regular Education Assistant 3 Tech Facilitator <u>Latino Family & Community Outreach Liaison</u> <u>Bilingual Assistant 2</u> Home School Consultant	<u>Media Assistant 1</u> Special Education Assistant 3 Adapted PE Resource SLC SCC LSC Transition Wellness Center	<u>Media Assistant 2</u> Special Education Assistant 4 <u>Certificated or Licensed</u> LPN

**2018-2019
NUTRITION SERVICES
PAY SCHEDULE**

Pay Grade	1	2	3	4	5	6	7	8	9	10	11
A	\$12.96	\$13.34	\$13.73	\$14.13	\$14.55	\$14.97	\$15.41	\$15.86	\$16.32	\$16.80	\$17.46
B	\$13.83	\$14.24	\$14.66	\$15.09	\$15.52	\$15.97	\$16.44	\$16.92	\$17.42	\$17.92	\$18.64
C	\$14.82	\$15.26	\$15.70	\$16.16	\$16.63	\$17.13	\$17.62	\$18.14	\$18.68	\$19.23	\$19.99
D	\$16.05	\$16.52	\$17.00	\$17.51	\$18.02	\$18.55	\$19.09	\$19.67	\$20.24	\$20.83	\$21.66
E	\$17.68	\$18.20	\$18.73	\$19.28	\$19.85	\$20.43	\$21.03	\$21.65	\$22.30	\$22.95	\$23.87
F	\$19.30	\$19.87	\$20.45	\$21.05	\$21.69	\$22.32	\$22.98	\$23.64	\$24.35	\$25.06	\$26.06
G	\$21.01	\$21.62	\$22.27	\$22.92	\$23.60	\$24.30	\$25.01	\$25.76	\$26.52	\$27.30	\$28.39

JOB CLASSIFICATIONS

A	B	C	D	E	F	G
<u>Kitchen Helper</u>	<u>Asst. Cook</u>	<u>Cook 1</u> <u>Catering Assistant</u>	<u>Cook 2</u> Elem Manager Satellite Manager Bakery Manager	<u>Cook 3</u> MS Manager Production Kitchen	<u>Cook 4</u> HS Manager	<u>Support Lead</u> <u>Cook 5</u> HS Kitchen, Production Manager MS Kitchen, Production Manager

**2018-2019
TRANSPORTATION
PAY SCHEDULE**

Pay Grade	1	2	3	4	5	6	7	8	9	10	11
A	This pay grade was deleted due to reclassification of Transportation Assistants										
B	\$14.04	\$14.44	\$14.87	\$15.30	\$15.75	\$16.21	\$16.69	\$17.18	\$17.69	\$18.20	\$18.92
C	\$16.35	\$16.84	\$17.33	\$17.84	\$18.37	\$18.90	\$19.46	\$20.03	\$20.61	\$21.24	\$22.07
D	\$16.96	\$17.45	\$17.97	\$18.49	\$19.03	\$19.59	\$20.18	\$20.77	\$21.38	\$22.01	\$22.89
E	\$17.68	\$18.20	\$18.73	\$19.28	\$19.85	\$20.43	\$21.03	\$21.65	\$22.30	\$22.95	\$23.87
F	\$20.12	\$20.72	\$21.32	\$21.96	\$22.59	\$23.27	\$23.96	\$24.66	\$25.39	\$26.14	\$27.18
G	\$24.13	\$24.84	\$25.57	\$26.33	\$27.11	\$27.91	\$28.73	\$29.58	\$30.46	\$31.35	\$32.61
H	\$25.18	\$25.93	\$26.70	\$27.49	\$28.31	\$29.14	\$30.01	\$30.89	\$31.81	\$32.75	\$34.06
Ha	\$26.97	\$27.77	\$28.60	\$29.46	\$30.35	\$31.24	\$32.17	\$33.13	\$34.12	\$35.14	\$36.55
I	\$28.75	\$29.62	\$30.50	\$31.43	\$32.37	\$33.33	\$34.33	\$35.37	\$36.42	\$37.53	\$39.03

JOB CLASSIFICATIONS

A	B	C	D	E	F	G	H	Ha	I
	Auto Service Worker	Bus Driver	Dispatcher 1 Bus Seat Repair	Dispatcher 2 Routing Liaison	Mechanic 1 Bus Driver Trainer	Mechanic 2	Mechanic 3	Mechanic 3 Foreman	Mechanic 4

**2018-2019
DEPARTMENT SUPPORT
PAY SCHEDULE**

Pay Grade	1	2	3	4	5	6	7	8	9	10	11
A	\$14.82	\$15.26	\$15.70	\$16.16	\$16.63	\$17.13	\$17.62	\$18.14	\$18.68	\$19.23	\$19.99
B	\$15.75	\$16.21	\$16.69	\$17.18	\$17.68	\$18.20	\$18.73	\$19.28	\$19.85	\$20.43	\$21.25
C	\$16.69	\$17.18	\$17.69	\$18.20	\$18.74	\$19.29	\$19.85	\$20.44	\$21.03	\$21.66	\$22.53
D	\$17.29	\$17.80	\$18.32	\$18.86	\$19.41	\$19.98	\$20.57	\$21.18	\$21.80	\$22.44	\$23.34
E	\$18.02	\$18.55	\$19.09	\$19.67	\$20.24	\$20.83	\$21.44	\$22.07	\$22.73	\$23.40	\$24.33
F	\$18.63	\$19.18	\$19.74	\$20.32	\$20.92	\$21.54	\$22.17	\$22.83	\$23.49	\$24.19	\$25.16
G	\$19.18	\$19.75	\$20.32	\$20.92	\$21.54	\$22.17	\$22.83	\$23.50	\$24.19	\$24.91	\$25.91
H	\$19.70	\$20.28	\$20.87	\$21.48	\$22.12	\$22.77	\$23.44	\$24.13	\$24.85	\$25.58	\$26.60
I	\$23.15	\$23.84	\$24.54	\$25.27	\$26.01	\$26.78	\$27.57	\$28.39	\$29.23	\$30.09	\$31.28
J	\$24.83	\$25.56	\$26.31	\$27.09	\$27.89	\$28.72	\$29.56	\$30.45	\$31.26	\$32.27	\$33.57

JOB CLASSIFICATIONS

A	B	C	D	E	F	G	H	I	J
<u>Secretary 1</u>	<u>Secretary 2</u>	<u>Secretary 3</u>	<u>Director's Secretary*</u>	<u>Applications Secretary*</u>	<u>Department Secretary 3</u>	<u>Department Secretary 4</u>	<u>Early Learning Family Resource Manager</u>	<u>Technology*</u>	
Career Center	Attendance	Athletics, HS	<u>Office Manager Nutrition Services</u>	Bilingual	Chief Financial Officer*	Executive Director	Facilities	Technology Customer Support 2*	
Receptionist HS	Bilingual	Attendance	<u>Receptionist* Admin Center</u>	<u>Office Manager 2</u>	Student Services	Transportation	<u>Family & Community Engagement Liaison*</u>	<u>Technology Integration* Department</u>	
Teacher	Counseling	Counseling		<u>Dept. Secretary 2*</u>	Technology Services	<u>Employee Benefits Assistant*</u>	<u>Consultant Management Admin. Support.*</u>	<u>Data Technician* EL/Migrant</u>	
	ERC/LRC	Office Support		Executive Director	<u>Financial Assistant 2*</u>	<u>General Accountant*</u>	<u>School to Work Consultant 2</u>	<u>Nutrition Systems Services</u>	
	Office	<u>Department Secretary 1*</u>		Facilities	<u>Payroll Assistant 1*</u>	<u>Human Resources Assistant 2</u>		<u>Communication Specialist*</u>	
	<u>Health Room Assistant</u>	Bilingual*		<u>Executive Director Secretary*</u>	<u>Security Patrol Monitor</u>	<u>Payroll Asst. 2*</u>		<u>Nutrition Services*</u>	
		Facilities*		Facilities		<u>PERS Specialist*</u>		Support Asst.	
		<u>Receptionist Transportation</u>		<u>Financial Assistant Nutrition Services</u>		<u>School to Work Consultant 1</u>		<u>Bilingual Interpreter & Translator*</u>	
		<u>Bookkeeper</u>		<u>Financial Assistant 1*</u>		<u>Special Education Assistant 2, Transition</u>		<u>McKinney Vento Liaison*</u>	
		<u>Registrar, MS</u>		<u>Registrar HS</u>					
				<u>Graduation Coach</u>					

**2018-2019
CUSTODIAL
PAY SCHEDULE**

Pay Grade	1	2	3	4	5	6	7	8	9	10	11
A											
B (1)	\$14.12	\$14.54	\$14.95	\$15.39	\$15.84	\$16.30	\$16.78	\$17.27	\$17.77	\$18.30	\$19.03
B (2)	\$14.33	\$14.75	\$15.17	\$15.61	\$16.05	\$16.52	\$17.00	\$17.48	\$17.99	\$18.52	\$19.26
C (1)	\$14.56	\$14.98	\$15.42	\$15.87	\$16.33	\$16.81	\$17.30	\$17.82	\$18.33	\$18.87	\$19.62
C (2)	\$14.77	\$15.20	\$15.64	\$16.10	\$16.55	\$17.02	\$17.52	\$18.03	\$18.57	\$19.09	\$19.86
D	\$18.14	\$18.67	\$19.21	\$19.77	\$20.35	\$20.96	\$21.57	\$22.21	\$22.87	\$23.54	\$24.48
E	\$18.87	\$19.43	\$20.00	\$20.59	\$21.20	\$21.83	\$22.46	\$23.12	\$23.82	\$24.52	\$25.49
F	\$19.70	\$20.28	\$20.87	\$21.48	\$22.12	\$22.77	\$23.44	\$24.13	\$24.85	\$25.58	\$26.60

JOB CLASSIFICATIONS

A	B	C	D	E	F
	Day B1 **Night B2 <u>Custodian</u> Elementary, Middle, & High	Night Lead C1 **Night Lead Swing <u>C2 Custodian</u> Middle & High	<u>Custodian 1</u> Head Day Custodian Elementary	<u>Custodian 2</u> Head Day Custodian MS	<u>Custodian 3</u> Head Day Custodian HS

**Includes .20 an hour differential

**2018-2019
MAINTENANCE AND TRADES
PAY SCHEDULE**

Pay Grade	1	2	3	4	5	6	7	8	9	10	11
A	\$14.12	\$14.54	\$14.95	\$15.39	\$15.84	\$16.30	\$16.78	\$17.27	\$17.77	\$18.30	\$19.03
B	\$16.05	\$16.52	\$17.00	\$17.51	\$18.02	\$18.55	\$19.09	\$19.67	\$20.24	\$20.83	\$21.66
C	\$16.96	\$17.46	\$17.97	\$18.49	\$19.04	\$19.60	\$20.18	\$20.77	\$21.39	\$22.01	\$22.89
D	\$18.90	\$19.45	\$20.02	\$20.61	\$21.23	\$21.85	\$22.49	\$23.15	\$23.84	\$24.54	\$25.52
E	\$19.34	\$19.91	\$20.49	\$21.10	\$21.73	\$22.36	\$23.02	\$23.70	\$24.40	\$25.12	\$26.12
F	\$22.12	\$22.77	\$23.44	\$24.13	\$24.85	\$25.58	\$26.34	\$27.12	\$27.92	\$28.74	\$29.90
G	\$27.00	\$27.81	\$28.62	\$29.47	\$30.33	\$31.24	\$32.16	\$33.12	\$34.11	\$35.12	\$36.53
H	\$27.82	\$28.63	\$29.48	\$30.35	\$31.25	\$32.17	\$33.13	\$34.12	\$35.13	\$36.17	\$37.62

JOB CLASSIFICATIONS

A	B	C	D	E	F	G	H
<u>Groundskeeper</u> 1	<u>Courier 1</u> <u>Groundskeeper</u> per 2 <u>Maintenance</u> 2	<u>Courier 2</u> Print Shop <u>Operator</u> <u>Warehouse 1</u>	<u>Warehouse</u> 2	<u>Groundskeeper</u> 3, <u>Lead</u> Irrigation & Wetland Management <u>Maintenance 3</u> HVAC Locksmith Warehouse 3 <u>Nutrition</u> <u>Services</u> Print Shop <u>Operator 2</u>	<u>Maintenance</u> 3 <u>Lead</u> Foreman	<u>Maintenance</u> 4 .Electrician Plumber	<u>Maintenance 4,</u> <u>Lead</u>

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