

AGREEMENT

between

**LANE EDUCATION SERVICE DISTRICT
BOARD OF DIRECTORS**

and

LANE COUNTY EDUCATION ASSOCIATION

July 1, 2008 — June 30, 2011

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Article I — Status of Agreement

- A. The Lane Education Service District Board of Directors, hereinafter referred to as the “Board” or “District” recognizes the Lane County Education Association, hereinafter referred to as the “Association,” as the exclusive association representative for all regular classified and licensed employees but excluding supervisory and confidential employees as defined in ORS 243.650 (6) & (23) and temporary and part-time employees listed in section A, paragraph 2 and section A, paragraph 3 below.
1. A regular employee is any classified employee who is employed to work twenty (20) hours or more per week and whose position is established to continue six (6) months or more and/or does in fact continue six (6) months or more and has successful completion of a probationary period; or any licensed employee whose position is defined as being .5 FTE (full-time equivalent) or more.
 2. A temporary employee is any classified or licensed employee who is hired for:
 - a. Summer only help.
 - b. Fill-ins for vacancies (while the District is advertising for, interviewing, and hiring full-time replacements).
 - c. Short term (90 calendar days or less) employees hired for special/limited jobs not normally and traditionally done by bargaining unit members.
 - d. Fill-ins for vacation or leave periods that are less than six (6) months.
 3. A part-time employee is any classified employee who is hired for less than four (4) hours per day or less than twenty (20) hours per week, or any licensed employee who is hired at less than .5 FTE.
 4. A probationary classified employee is any classified employee who is in the first nine (9) months of employment in any position and whose ability to perform the primary duties and accountabilities of that position is being evaluated. A probationary licensed employee is any employee who is in the process of completing three (3) years of satisfactory service in any position for which a valid Oregon Teaching License is required. A probationary licensed employee who has attained contract status in another Oregon school district may be recommended for contract status after one year of satisfactory service.
- B. In the event any written Board Policy or any written Administrative Rule or regulation of the District is determined to be inconsistent with the terms of this Agreement, this Agreement shall supersede.

Article II — Association Rights

A. Association Leave

1. Forty (40) days of Association Leave shall be allowed annually, to the bargaining unit to be used for any lawful purpose under Oregon's public employee's collective bargaining law as follows:
 - a. All Association Leaves shall be taken in not less than four (4) hour blocks, if members are classroom staff that will need a substitute hired. For all others, use may be in blocks of 2 hours or more. Association Leave will be scheduled by mutual agreement with written/e-mail notification to the Superintendent at least 3 days in advance.
 - b. Association Leave requested for the purpose of Collective Bargaining or Grievance Processing, shall be without loss of pay and at no cost to the Association. Collective Bargaining and Grievance Processing shall mean activities directly or indirectly related to bargaining a successor collective bargaining agreement or grievances that are processed pursuant to that agreement.
 - c. The costs for Association Leave requested for all other Association business will be reimbursed by the Association for the members regular salary including associated payroll costs and any substitute costs incurred.

B. Material and Information Distribution

1. The parties recognize that the District's business interests may be served when the Association notifies members promptly of information concerning working conditions, contract terms, and other aspects of the collective bargaining relationship.
2. The District shall distribute Association materials to members of the Association served via the District's courier service or electronic communication network. All distribution of materials must occur within the parameters of District policies and procedures.
3. Such service will be provided at no cost to the Association.
4. The Association agrees to defend and indemnify the District against any charge that the use of the courier service under this provision violates postal service regulations, and to hold the District harmless from any fines imposed as a result of such charge. In order to invoke this paragraph, the District must notify the Association within ten (10) days of first receiving notice that the use of the courier service is being questioned. The Association will then provide an attorney and the parties will fully cooperate in any litigation.
5. All materials shall be clearly identified by use of the name or initials of the local Association (LCEA).

C. **Association Meetings**

1. The Association may hold one meeting a month during working hours. The time of the meeting shall be the last working hour of the day or the Association may request general meetings adjacent to scheduled staff functions that would occur at a time other than the last working hour of the day. The Association president will submit a written request for such meeting to the Superintendent or designee not less than ten (10) working days prior to the proposed meeting date. The Superintendent or designee shall act within three (3) working days to approve or deny the request. If the response is negative, the reason(s) therefore shall be in writing.
2. Except in cases of emergency, all meetings and discussions of possible contract violations shall be held during lunch periods, break periods, or before or after working hours.

D. **Agreement Distribution**

The District will provide copies of the Agreement to all bargaining unit members upon hire. A hard copy will be available at each work site and by request. A copy of the Agreement will be posted on the Lane ESD and LCEA websites

E. **Facilities and Equipment Usage**

The Association may use District facilities and equipment within the parameters of District policies and procedures.

Article III — Management Rights

- A. The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:
1. The executive management and administrative control of the school system and its properties and facilities;
 2. Hire all employees and the right to determine their job description, qualifications and the conditions of their continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer;
 3. The unqualified right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
 4. The unqualified right to establish the school calendar;
 5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
 6. Adopt reasonable rules and regulations;
 7. Determine the qualifications of employees, including physical conditions;
 8. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, service areas or subdivisions thereof and the relocation or closing of offices, departments, service areas or subdivisions, buildings or other facilities;
 9. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
 10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
 11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
 12. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the state of Oregon.

Article IV — Association Security

- A. Any employee in the Association who does not voluntarily submit an authorization for dues withholding or does not make an individual agreement for dues payments with the Association shall have in lieu of dues a fair-share amount deducted monthly upon certification of such individual and amounts to the District by the Association. This money shall be paid monthly to the Association. Each year, the Association shall notify the Business Support Services by October 15 of the amount of such dues and assessments. Such assessments will be the amount allowed by ORS 243.650 (18) to defray the cost of services by the Association in negotiations and contract administration. The District agrees to correct any inadvertent errors within thirty (30) days of notification of such error or by the next pay date following notification, whichever is later.

- B. In accordance with ORS 243.666, staff persons whose religious beliefs prohibit payment to employee organizations shall pay an amount equal to total professional dues and assessments to a non-religious charity or charitable organization which is mutually agreed upon by the individual and the executive committee of the Association.

- C. The Association agrees to lawfully implement this Article and agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this Article, provided the Association's attorneys are allowed to represent the District, as well as the Association, in any such action. If the District insists on having its own attorney(s), then this hold harmless clause shall be null and void.

Article V — Nondiscrimination

- A. The District certifies that it will not discriminate against any member of the Bargaining Unit on the basis of race, color, national origin, religion, sex, age, disability, marital status or sexual orientation, including discrimination on such basis of any other persons with whom the individual associates.

- B. The Association agrees that it shall not discriminate or take any reprisal action against any member(s) of the Association, for his or her participation or support or lack of participation or support of the goals and activities of the Association on basis of race, color, national origin, religion, sex, age, disability, marital status or sexual orientation, including discrimination on such basis of any other persons with whom the individual associates or job classification.

- C. If a bargaining unit member bringing a discrimination grievance files any other claim over same subject in any other state or federal jurisdiction (agency) the Association agrees to limit its assistance to one avenue seeking remediation, i.e., the grievance procedure or the court or agency but not both. The bargaining unit member will have to notify the Association in writing of his/her choice before the Association will agree to provide financial assistance for any such proceeding.

Article VI — Joint Committees

A. Input Committee

An Input Committee shall be formed representing both the District and the Association.

- 1 The Committee will function to establish communication between the staff and the Board on subjects which are:
 - a. Areas of general concern either of the Association or the District including provisions of the LCEA/LESD collective bargaining agreement;
 - b. Concerns related to personnel policies or the lack thereof; or
 - c. Areas related to programs and projects if input and dissemination of information would benefit decision-making processes relative to those programs and projects.
2. The Committee shall be comprised of three members of management and three members of the Association including the Superintendent and one (1) Director, and the President and Vice President of the Association, or any designated District administrator or bargaining unit member.
3. The Committee will meet at least monthly. Any member may call additional meetings as needed. Meetings may be canceled by mutual agreement of the Superintendent and the Association President or their designated representatives.
4. Meeting times will be determined by mutual agreement.
5. Committee members will bring items to be discussed.
6. No issue which is the subject of current negotiations between the parties may be placed upon the agenda of the Committee, until a successor agreement has been ratified and executed by the parties.

C. Classroom Safety Committee

- A. A Classroom Safety Committee shall be established for the purpose of discussion and resolution of safety issues unique to special education classrooms. Items which are the responsibility of the ESD Safety Committee will not be addressed in the Classroom Safety Committee, except for discussion of referral if appropriate to the ESD Safety Committee.
- B. The Committee shall be comprised of at least 3 members of the Association, including both licensed and classified bargaining unit members and 3 District administrators, including the Director of Special Education.
- C. The Committee will meet monthly at a mutually agreed upon times. Meetings may be cancelled by mutual agreement.

D. Sick Leave Bank Committee

A four (4) person administrative committee consisting of two (2) appointed bargaining unit members and two (2) persons appointed by the District shall administer the sick leave bank (Article XV).

E. Benefits Committee

1. An Employee Benefits Committee shall be appointed by September 10 each year of this Agreement and will have representation from the two parties to this Agreement. The Committee will include three (3) district administrators and four (4) bargaining unit members, including both classified and licensed employees. Bargaining unit member representatives shall be appointed by the president of the Association. District representatives shall be appointed by the Superintendent (Article XVI).
2. The Benefits Committee shall meet on a regular basis. The Committee will:
 - a. Review and recommend employee plan options.
 - b. Will make optimal use of available resources (e.g., cash incentives, pooling, multiple options, composite and/or tiered rates, establish reserves to offset future costs).
 - c. The Benefits Committee annually recommends any change(s) in plan options and use of resources in writing to the Association and to the District in a timely manner allowing for review and comment.

Article VII — Grievance Procedure

Bargaining unit members have the right to file a grievance and to representation at all levels of the grievance process.

- A. A grievance is defined as a dispute over an alleged violation, misinterpretation, or misapplication of a provision of this Agreement.
- B. A grievance shall be considered as timely if presented within thirty (30) calendar days of occurrence, or of the first date upon which the employee knew, or upon the exercise of reasonable diligence could have known, of such occurrence.
- C. It is the intent of the parties that differences be resolved at the lowest possible level. The employee shall continue to carry out the regularly assigned duties and shall have all the rights provided under this Agreement.
- D. Any grievance shall proceed through the following steps:
 - 1. **Step 1.** An attempt shall be made to resolve the grievance by informal discussion between the employee and the supervisor. At this step, an employee may be represented by himself/herself or, at his/her option, may be accompanied by or be represented by an Association representative. The supervisor has fourteen (14) calendar days in which to respond.
 - 2. **Step 2.** At the end of the fourteen (14) calendar days, if the supervisor has not responded, or if a decision has not been reached which is satisfactory to all parties, the employee has fourteen (14) additional calendar days to present his or her grievance, in writing, to the service area director or designee. The written grievance shall include all the known facts, the provisions of the Agreement alleged to have been violated, and the remedy sought. The service area executive director or designee will reply, in writing, to the employee, with a copy to the Association or representative, within fourteen (14) calendar days after receipt of the written grievance.
 - 3. **Step 3.** If no decision satisfactory to the parties is reached at Step 2, the employee may present the grievance to the Superintendent within fourteen (14) calendar days. The grievance shall include a copy of the decision being appealed and the reasons for regarding the decision as unsatisfactory. The Superintendent shall, within fourteen (14) calendar days of receipt of the grievance, afford an opportunity for all parties related to the grievance to present their views. Within twenty (20) calendar days following presentation of the grievance, the Superintendent shall render his/her decision in writing. If the Superintendent grants the remedies sought by the Association, the matter shall be closed.
 - 4. **Step 4.** If no resolution is reached at Step 3 the employee may refer the grievance to the Lane ESD Board. The grievance shall include a copy of the decision being appealed and the reasons for regarding the decision as unsatisfactory. The Lane ESD Board shall within fourteen (14) calendar days of receipt of the grievance afford an opportunity for all parties related to the grievance to present their views. Within twenty (20) calendar days following presentation of the grievance, the Lane ESD Board shall render a decision in writing. If the Board grants the remedies sought by the Association, the matter shall be closed.

- a. If no agreement is reached through and after completing Step 4, then the Association, within fourteen (14) calendar days of receipt of the decision at Step 4, at its option, may elect by notice in writing to the Superintendent to refer the matter to arbitration.

5. Arbitration.

- a. The parties shall have fourteen (14) calendar days to mutually agree upon an arbitrator after the referral to arbitration. If no agreement is reached, then the parties shall request the Oregon State Conciliation Service for a list of seven (7) qualified arbitrators. The representatives from the Board and Association shall determine by lot the order of elimination and thereafter shall alternately strike one name from the list until only one name remains. The seventh and remaining name shall become the arbitrator.
 - b. If any question arises as to whether a particular dispute involves the misinterpretation or violation or misapplication of any of the provisions of this Agreement, such questions will first be ruled upon by the arbitrator selected to hear the dispute. The arbitrator shall first hear the arbitrability question, then the merits of the case at the same hearing. If he/she decides that the issue is not arbitrable, then no ruling on the merits shall be issued. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the "AAA Rules").
 - c. The arbitrator so selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which is violative of the terms of this Agreement. The arbitrator shall have no authority to alter, modify, vacate or amend any term of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties. The costs for the services of the arbitrator, including per diem expenses, if any, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session.
 - d. Pending the processing of the grievance and the decision of the arbitrator, there shall be no strike, work stoppage, slowdown, or other interference with work by the Association or by any of its employee members that will interfere with the work of the District, nor shall there be a lockout of employees by the Board or its agents during the term of this Agreement.
 - e. The provisions of this section shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks merit.
- E. In instances where an alleged contract violation affects a clearly defined class of bargaining unit members in a single department, the Association will submit the grievance in writing to the

appropriate Service Area director commencing at Step 2. If, in the mutual judgment of the Association and the District, a grievance affects the Association or a clearly defined group or a class of bargaining unit members in more than one Service Area, the Association may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance shall commence at Step 3.

F. There shall be no reprisals by either of the parties against employees, supervisors, or Board members by reason of any participation in the grievance procedure.

G. For purposes of processing a grievance break periods of 5 working days or more will be excluded from time lines for those employees who do not work during those breaks.

In the event a grievance is filed at such time as it cannot be processed through all the steps of this grievance procedure by the end of the employee's school year, the time limits set forth herein may, with the consent of the District, be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

H. All documents, communications, and records of a grievance will be filed separately from the personnel files. Any challenged document or record would remain in the grievant's file pending the outcome of the grievance, and continue in the personnel file, if the grievance is decided in favor of the District. All charges resulting in disciplinary action shall be considered a permanent part of an employee's personnel file and shall not be removed for any reason.

I. Employee discipline and the charges which resulted in the discipline shall be considered stale after 60 months, so long as no other discipline for the same type of conduct occurs. A stale document may not be used for any purpose to support progressive discipline, non-extension, or dismissal.

Article VIII — Discipline, Suspension, Dismissal

- A. Regular employees shall not be disciplined, suspended, reduced in rank or compensation, or dismissed without just cause. All information forming the basis of any such actions shall be made available to the affected employee upon his/her request.

The above paragraph shall not apply to the non-renewal of probationary licensed employees, which shall be governed exclusively by ORS Chapter 342 and not covered in any respect by the provisions of Article VIII of this Agreement.

Just cause will include:

1. Provision of notice of expectations to employees and of the possible or probable consequences of the employee's conduct. Notice includes but is not limited to information provided in training, policy, and handbooks, or guidelines.
 2. District rules or orders reasonably related to the orderly, efficient, and safe operation of the District, and, consistent with what the District, as employer, might properly expect.
 3. District effort to discover whether the employee did, in fact, violate or disobey a rule, or order, of management, prior to administering discipline.
 4. A fair and objective investigation conducted by the District.
 5. Substantial evidence of the employee misconduct.
 6. Even handed application of rules, orders, and penalties applied without discrimination. If the district intends to change the enforcement of behavior, it will provide notice to the Association of such intent.
 7. Discipline that is reasonably related to the seriousness of the employee's proven offense and the record of the employee.
- B. The just cause provisions of this Article shall apply to all discipline, suspensions, terminations, dismissals or any other adverse personnel actions against any bargaining unit members except as specifically noted in paragraph A and D. However, since licensed teachers are covered by the provisions of ORS 342.865 (FDAB), any licensed teacher who has been dismissed and who alleges that such action was without just cause may use the grievance procedure of Article VII of this Agreement up through Step 3 (Superintendent). If the grievance is not resolved to the satisfaction of the grievant he/she shall then elect the use of the Arbitration provisions of the Agreement or the Fair Dismissal Appeals procedures of ORS 342.905, provided that appropriate notice of appeal shall have been filed. It is expressly understood that the election of one remedial approach constitutes a voluntary waiver of the other.
- C. Employees shall have the right to have a representative of their choice present at any investigatory interview with their supervisor or the Board, which they reasonably believe might result in disciplinary action. If the employee requests representation, he/she shall be given reasonable time to secure such representation.

- D. The District retains the right to dismiss classified employees on probationary status for reasons deemed sufficient by the District. The District's decision is not a grievable matter.
- E. An employee who has been dismissed shall be entitled to a hearing before the Board if a written request is filed with the Board within fifteen (15) days of the dismissal.
- F. The District retains the right to suspend a licensed employee pursuant to ORS 342.805 to 342.937.
- G. Whenever the Superintendent is of the opinion that immediate placement of an employee on administrative leave is in the best interest of the District, the Superintendent may place an employee on administrative leave for a period of not more than five (5) working days with pay. If additional administrative leave is necessary the Association will be notified and the District and Association may mutually agree to extend the timeline.

Prior to the end of administrative leave, the Superintendent will notify in writing the employee and the Association of the outcome of the investigation. Failure to notify the employee in a timely manner shall provide for automatic reinstatement of the employee.

- H. If discipline is warranted, it will be of a progressive nature, and dependent on the severity of the violation and the employee's discipline record. Discipline either oral or written will be clearly labeled as such. Discipline may include, but is not limited to, reprimands, suspensions, and termination.

Memos/letters of directive shall not be considered discipline.

- I. Written reasons for suspension or termination shall be furnished to the employee. With the employees consent, the District will provide a copy of this information to the Association.
- J. The results of performance observation shall be covered by Article IX of this agreement.
- K. All findings resulting in disciplinary action shall be considered a permanent part of an employee's personnel file and shall not be removed for any reason.
- L. Employee discipline and the findings which resulted in the discipline shall be considered stale after 60 months, so long as no other discipline for the same type of conduct occurs. A stale document may not be used for any purpose to support progressive discipline, non-extension, or dismissal.

Article IX — Employee Evaluation

The objective of the employee evaluation programs (classified and licensed) is to facilitate decision making regarding an employee's performance and professional development. To this end, the programs serve the purpose of:

- Fostering increasing competence and growth of the employee;
- Measuring and judging performance;
- Clarifying both the job to be done and the expectations of accomplishment;
- Enhancing communication.

A. Evaluations of classified staff shall be conducted according to the terms of the document entitled "Lane Education Service District Classified Employee Evaluation Program."

Evaluations of licensed staff shall be conducted according to the terms of the document entitled "Lane Education Service District Licensed Staff Evaluation Program."

Neither evaluation process may be changed during the term of this contract without the written agreement of the parties.

B. The evaluator for teacher evaluations shall hold a teaching license. The evaluation shall be signed by the teacher and the District supervisor who supervises the teacher. A copy of the evaluation shall be delivered to the teacher.

C. Employees may attach a written statement relating to any evaluation placed in his/her personnel file.

D. If the employee believes that any statements contained in the evaluation are unsubstantiated, he/she may grieve the matter through the Board's adopted grievance policy.

E. The results of performance observation shall be in writing with a copy to the employee. Where significant deficiencies are noted in the formal evaluation process, an employee may be placed on a plan of assistance/program of assistance. Every attempt will be made with the employee to assist them in the area(s) of needed improvement prior to the employee's being placed on a plan of assistance/program of assistance for improvement. A plan of assistance/program of assistance for improvement shall be in writing and shall include the following:

1. The current performance which is unacceptable or needing improvement;
2. The required level of performance;
3. The specific plan for achieving the required level of performance;
4. The resources required to achieve the desired performance
5. A timeline for completing the plan/program of assistance;
6. What will occur if the required level of performance is not achieved.

No plan of assistance/program of assistance for improvement can be implemented without giving due notice of at least twenty-four (24) hours to the employee, prior to the implementation of the plan.

A contract teacher will not be placed on a program of assistance for improvement for any alleged deficiency stated in ORS 342.865 (see below) without the completion of a meeting to review the concern and the data collected related to the alleged deficiency.

- Inefficiency
- Neglect of duty
- Inadequate performance
- Failure to comply with such reasonable requirements as the board may prescribe to show normal improvement and evidence of professional training and growth.

At the time of the meeting to review the concern, written notice of the alleged deficiency will be provided. If observational data is used, this will include a pre-observation and post observation meeting.

- F. The District will offer peer assistance whenever practicable and reasonable to aid the employee to better meet the needs of students.
1. The teacher who will receive the peer assistance and the Association shall jointly select the person(s) or agency that will provide the assistance.
 2. Participation in peer assistance is voluntary. Both the teacher offered assistance and the person asked to provide assistance may refuse to participate with no adverse consequences or penalty.
 3. Participation in peer assistance will not unreasonably increase the workload of participating teachers. The District will provide release time to be used for purposes related to peer assistance if such release time is deemed necessary by the District.
 4. No witness or document relating to or arising from peer assistance will be used for any proceeding before the Fair Dismissal Appeals Board, or in a probationary teacher non-renewal hearing. Use of such material or witnesses or documents must be approved by mutual consent for the hearings identified above.
- G. Employee discipline and the charges which resulted in the discipline shall be considered stale after sixty (60) months, so long as no other discipline for the same type of conduct occurs. A stale document may not be used for any purpose to support progressive discipline, non-extension, or dismissal.

The Board agrees not to change language in currently adopted Board Policy and Administrative Rules on Staff Evaluation without consulting with the Association (Board Policy GCN/GDN).

Article X — Work Schedule and Overtime

- A. Employees' daily work schedules are assigned within each service area to meet the needs of operational efficiency. When it is found necessary to change the work schedule of any employee, the District agrees that it will give as much prior notice as possible; except in cases of emergency, employees should normally expect notice of at least one week.
- B. Classified employees working at the request of their supervisor in excess of forty (40) hours within any work week shall be compensated at the rate of time and one-half for all such time. The supervisor will determine whether the compensation shall be by way of additional salary or compensatory time. All compensatory time shall be used within three (3) months following the date it was earned. If this cannot be accommodated, the employee will be paid for the accrued time.
- C. Prep time for classroom teachers shall be scheduled in blocks of time no less than thirty (30) minutes within the 8-hour workday. Such prep time for classroom teachers shall be in addition to the minimum thirty (30) minute duty-free lunch time.

Article XI — Subcontracting

- A. Subcontracting may be used by the District for projects or tasks that cannot be done by bargaining unit members or in a timely manner within their regular work hours. Projects or tasks requiring subcontractors beyond the ninety (90) calendar days limit are subject to sections B, C, and E of this article.
- B. Requests for use of subcontractors beyond the limits noted in section A will be submitted to a committee for review and approval. The Subcontract Review Committee will consist of four members. Membership shall be assigned as follows:
 - 1. Association President or designee (not from the affected service area)
 - 2. Superintendent or designee (not from the affected service area)
 - 3. Association selected member from the affected service area
 - 4. Administrator from the affected service area
- C. The supervisor/director requesting the use of a subcontractor as defined in this article shall submit a written request forwarded to the Association President and the Superintendent. The request shall address the following:
 - 1. Why the use of a subcontractor is required.
 - 2. Why the regular staff would be unable to complete the task
 - 3. Description of the magnitude of the project/task to be subcontracted
 - 4. Plan noting that regular staff will not be negatively affected
 - 5. Plan for knowledge transfer from the subcontractor to the regular staff
- D. The committee will reach an agreement employing a conflict resolution process if necessary. The decision of the committee will be communicated to all staff through a jointly developed communication.
- E. If an approved subcontracting project extends beyond one hundred-eighty (180) working days, the Subcontract Review Committee will reconvene to review the progress of the subcontracting process.

Article XII — Working Conditions

- A. The District recognizes the unique needs of the Life Skills Education Program classrooms and will bear in mind the classroom composition when assigning students. The teacher will be involved in the decision process when student(s) are to be added to a classroom, while the District reserves the right for actual placement in a particular classroom.
- B. When a new student is placed in an ESD operated classroom, staff shall be provided information, if available, about known behavior pattern(s) or medical needs of students and any identified protocols and strategies for addressing those needs. For such students the district will, upon teacher request or supervisor need identification, ensure that students are assessed in a timely manner to determine appropriate behavioral interventions or medical protocols.
- C. The District agrees to reimburse employees whose personal property, including clothing and glasses, is damaged related to student behavior incidents in the course of their work.
 - 1. The employee must document the damage by using an Incident Report Form and attach an estimate of cost to repair or replace the loss. The report and estimate are to be given to the employee's service area director.
 - 2. Payment will then be made at the next most convenient pay period to the employee or the vendor who replaced the item(s) damaged or replaced.
 - 3. Repair and/or replacement costs shall be based on the most current and available rates and/or costs.
 - 4. Employee agrees to submit a claim to his or her own insurance carrier prior to the submission to the District. The District shall reimburse the employee up to \$250.00 for an amount not covered by the employee's own insurance.

Article XIII – Job Sharing

- A. Job share assignments must be approved annually.
- B. A full-time teacher who elects to participate in a job share assignment shall retain seniority for a full-time assignment for a period of 3 years.
- C. Insurance benefits shall be prorated based on percent of 1.0 FTE.
- D. Job share participants will attend all required meetings, conferences, or trainings as if they were full-time.

Article XIV — Vacations, Holidays and Leaves

- A. **Vacations**

1. Twelve-month classified employees shall earn paid vacation on the basis of their length of service with the ESD. All vacations shall be calculated on a July 1 through June 30 fiscal year basis. Vacation accrual commences with the first full month of employment. No proration will be granted for part-month employment.

To be eligible for vacation, an employee must have completed one full year of employment. A new employee will be eligible to take earned vacation after completing his/her six-month probationary period. Any vacation utilized by an employee covered by this option is charged against the annual vacation entitlement.

Every employee who begins employment after July 1 will have his/her vacation pro-rated for the first year. The pro-ration shall be calculated at the rate of 5/6 of a day per month. This accrual will be posted at the close of the fiscal year in which it is earned. Thereafter, vacation days will be posted at the close of each fiscal year, based on the following schedule:

1 – 4 years employment	10 days
5 – 9 years employment	15 days
10 – 14 years employment	20 days
15 years or more employment	22 days

2. While each eligible employee shall be allowed his/her full allotted vacation leave each year, when the leave is taken shall remain at the discretion of his/her immediate supervisor so that efficient operation of the District is not affected. However, no employee shall be required to take a portion of his/her accrued vacation in such a way as to prevent him/her from having seven (7) consecutive days off.
3. Vacation leave for eligible employees who work less than full time shall be granted on a prorated basis.
4. Classified employees who terminate their employment after one (1) year of employment prior to having taken vacation leave shall be allowed compensation on a prorated basis as follows:
 - Employees who would have been entitled to two weeks - 1 day for each 25 working days.
 - Employees who would have been entitled to three weeks - 1 day for each 17 working days.
 - Employees who would have been entitled to four weeks - 1 day for each 13 working days.
5. The District's administrative rules on classified staff vacation shall remain unchanged during the term of this agreement.
6. Legal holidays and normal days off occurring during an employee's vacation will not count as vacation time.

B. Holidays

Employees working contracts of two hundred sixty (260) days are granted ten (10) paid holidays. Employees working contracts of two hundred ten (210) days or less are granted six (6) paid holidays. The specific holidays are based on the calendar developed for the employees assignment.

Paid holidays are:

Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Armistice Day (Veterans' Day)
Thanksgiving and the following Friday (two days)
Christmas (two days) – either the day before or the day after
New Year's Day

If a holiday falls on a Sunday, the following Monday shall be observed. If a holiday falls on a Saturday, the preceding Friday shall be observed.

Regular employees who work less than full time are allocated paid holidays on a prorated basis. The number of paid holidays for employees hired after the start of the specific calendar associated with their work assignment will be reduced during the 1st year of employment based on date of hire.

C. Sick Leave

All full-time twelve month employees of the District shall be entitled to twelve (12) days (96 hours) of sick leave with pay per year. All other full-time employees shall be entitled to ten (10) days (80 hours) of sick leave with pay per year. This shall be granted on July 1 of each year. Employees who at time of termination have taken more sick leave than has been accrued shall reimburse the District for the value of the difference beyond the amount accrued.

1. Sick leave shall accrue at the rate of one (1) day (8 hours) for each full month (172 hours) of completed service, without limit to a maximum accumulation.
2. Regular employees who work less than full time shall earn sick leave on a prorated basis.
3. Staff members shall be able to transfer District sick leave as prescribed by ORS 332.507 and shall be allowed to use accumulated and unused sick leave in accordance with the provisions of ORS 238.350.
4. Sick leave shall cover absences owing to an employee's own illness or injury except as otherwise provided by law or the provisions of this agreement.

D. Bereavement Leave

Employees will be granted up to five (5) paid bereavement leave days per occurrence per year for death in the immediate family. This leave shall not be charged to sick leave or vacation time. This leave shall not accumulate. Regular employees who work less than full time are allocated bereavement leave on a prorated basis.. The term "immediate" family as defined in this article, shall include: spouse, domestic partner, son, daughter, mother, father, sister, brother, grandchild, grandparent, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, stepfather, stepmother, stepchild, adopted child, foster child, or anyone who is a member of the immediate household. For purposes of this Article, aunt and uncle shall include only such aunt or uncle that were in a position similar to that of a parent of the employee. This leave shall be allowed for only one aunt and one uncle for each employee.

E. Family Illness Leave

Employees will be granted two (2) paid leave days per year for illness in the immediate family **(see paragraph D for immediate family definition)**, Employees hired after January 31 will receive only one (1) day of family illness leave, during the first year of employment. Regular employees who work less than full time are granted personal leave on a prorated basis. This leave shall not be charged to sick leave or vacation leave. This leave shall not accumulate. In certain instances sick leave and vacation may be used concurrently with FMLA and OFLA. (see policy GCBDA/GDBDA and GCBDA/GDBDA-AR)

F. Personal Business Leave

The District will grant two (2) days of paid leave per year for employees to take care of personal business, including family illness, that cannot be cared for outside of the workday. Employees hired after January 31 will receive only one (1) day of personal business leave, during the first year of employment. Personal business leave is not cumulative. Regular employees who work less than full time shall be allocated personal business leave on a prorated basis.

Personal business leave must be scheduled with the employee's service area director at least twenty-four (24) hours in advance unless the circumstances giving rise to the need for leave prevents such advance notice. In such instances, the employee shall give verbal notice as early as possible and shall provide a written explanation of the circumstances within twenty-four (24) hours of returning to work. Personal business leave may not be used for recreational, avocational or social purposes, nor to extend a holiday or vacation unless there is a transportation emergency.

However, this language shall not be construed to prevent personal business leave on days before or after a holiday or vacation per se, but unusual circumstances shall be considered in the same way they would on a normal working day. The employee's written request or explanation shall include a statement indicating that the leave will not be used (has not been used) for any purposes proscribed above.

The District reserves the right to deny use of any leave in less than one-half (½) day portions if the requested absence has an effect upon the District's operation. No leave shall be approved for less than ½ hour segments.

G. Family Medical Leave

The District shall grant family and medical leave in accordance with Oregon Family Leave (OFLA) and the Family Medical Leave Act (FMLA). The employee shall be entitled to use any accrued and applicable compensatory leave during the leave of absence. The District, at its sole discretion, may grant additional days of leave thereafter.

Medical leave shall be granted to same sex domestic partners in the same manner as defined in the 2008 Oregon Family Leave Act, unless specifically prohibited by law.

H. Military Leave

Military leave shall be allowed as prescribed by ORS 408.240, 408.270, 408.290.

I. Leave of Absence for Court or Jury Duty

An employee shall not suffer loss of compensation when called to serve on a jury, nor shall time off be charged to vacation or sick leave. The employee's regular salary shall be paid by the District during the period absent for court or jury duty. The employee shall assign to the District any per diem salary received from the court for performing jury duty.

Court duty is defined as appearance before a court proceeding (civil or criminal) as witness and in response to a subpoena. Such leave shall not be available if the employee is a party in interest

(e.g., a defendant or complainant) or appearing on behalf of, or in connection with, an action sponsored by the Association. (See policy GCBDE-AR)

J. **On-the-Job Injury**

An employee injured on the job who sees a doctor and receives written instructions from the doctor to stay off work, or is hospitalized, will not be charged for any sick leave time or receive a loss in pay for any time during the first three days of the injury, if not covered by worker's compensation insurance.

Article XV — Sick Leave Bank

- A. The District will establish a sick leave bank. The purpose of the sick leave bank shall be to extend additional sick leave to bargaining unit members when a life-threatening or debilitating illness or injury exhausts the member's sick leave account.
- B. Each member borrowing from the sick leave bank is required to repay the sick leave bank at a rate of one-half of their yearly sick leave allotment, but they may choose to contribute more, up to the total owed, until the sick leave bank is repaid in full the number of sick hours borrowed.

If the member owing the sick leave bank terminates employment, the sick leave bank absorbs the loss of hours owed.

- C. Sick leave bank membership shall be open to all members of the association who donate sick leave to the sick leave bank in accordance with the conditions of this article. Upon request, the District shall furnish the committee with a record of leave accumulated by the sick leave bank including the pattern of usage over the last year. Donated sick leave hours are irrevocable and remain in the bank upon the end of employment with the District.
- D. The Administrative Committee shall conduct a thirty (30) day open enrollment period from the last week in August to the last week in September annually when employees who have not joined the sick leave bank may become members. Additionally, a new employee may join the sick leave bank within thirty (30) days of his/her first day of hire. To enroll in the sick leave bank, each employee shall contribute eight (8) hours of sick leave, or for employees working less than full-time, an amount equivalent to their prorated FTE, to the sick leave bank during open enrollment.

During open enrollment or at retirement sick leave bank members may donate additional sick leave hours to the bank. The maximum accumulated donation to the bank by any individual sick leave bank member during their employment is not to exceed a total of one (1) day per year of District employment.

- E. Once an employee enrolls in the sick leave bank, they remain a member, and do not need to contribute more sick leave to the sick leave bank until the committee determines that the sick leave bank's reserve of sick leave is no longer sufficient to meet anticipated demand. At that time the committee shall set a deadline for each employee to contribute additional time to the sick leave bank. Failure to contribute time to the sick leave bank shall act as withdrawal from sick leave bank membership.

If an employee is currently out of sick leave or not in a position to make a donation at the time additional contributions are requested and the employee desires to remain a member of the sick leave bank, the employee may borrow against his/her next years sick leave allotment.

- F. Sick leave bank members may borrow up to two hundred forty (240) sick leave hours (30 days), or for employees working less than full-time, the amount equivalent to their prorated FTE in accordance with the following criteria:
 - 1. The illness or injury must be life-threatening or debilitating and does not include normal pregnancy.
 - 2. District records must show that the member has exhausted his/her sick leave account.

3. Sick leave bank benefits shall be coordinated with Worker's Compensation benefits, PERS disability benefits and District long-term disability. Use of "sick bank" hours shall cease on the first day that the District's Long Term Disability insurance becomes effective.
 4. The member's life-threatening or debilitating illness or injury has prevented him/her from performing his/her job requirements for more than ten (10) days, and a doctor has certified in writing that the illness or injury is life-threatening or debilitating or that surgery cannot be postponed or delayed until vacation time. When the member qualifies for benefits, the sick leave bank will cover the first ten (10) days as well as all subsequent days approved by the Administrative Committee.
 5. There are sufficient hours in the sick leave bank to cover the request.
 7. A second doctor's opinion may be requested at District's expense.
- G. If the Administrative Committee denies a member's request for benefits, the committee shall state its reason(s) for denial.
- H. Membership in the sick leave bank shall be terminated by written request of the member, lack of required donation time, or by termination of employment. If an employee is laid off and recalled, the employee will not be required to rejoin the bank. If during the lay off period sick leave bank members were requested to donate more sick leave time, then the employee would be asked to donate a proportionate amount of sick leave. Failure to contribute at this time would serve as withdrawal from the sick leave bank as described in paragraph F
- I. The Association will hold the District harmless against any claim or suit brought against the District on account of this provision including the full reimbursement for the cost of any back wages, sick leave reimbursement, or other actions which the District might be required to take in order to comply with a court order, settlement, or other resolution of any claim or suit, provided the District notifies the Association in a timely manner of any claim or suit that has been filed against it.

Article XVI — Insurance

- A. The District's maximum contribution per employee per month shall be \$775 for 2008-09; \$800 for 2009-10; and \$825 for 2010-11 toward primary medical, dental, vision and life insurance premiums for eligible employees and family members, including domestic partners.

Employees working 5 hours or more per day or 25 hours or more per week shall be eligible for full family medical insurance, dental insurance, and term-life.

Employees working at least 4 hours per day and less than 5 hours per day or at least 20 hours per week and less than 25 hours per week shall be eligible for employee only medical insurance, dental insurance, and term-life.

Employees who work less than four (4) hours per day or 20 hours per week shall not be eligible for any insurance coverage.

- B. Employees who work 4 or more hours per day or 20 hours per week will also receive the following benefits:

- **Long Term Disability Insurance**
- **Accidental Death & Dismemberment Insurance** in the amount of \$25,000 per employee.

- C. Employees are responsible for completing the enrollment process within required timelines. Employees may change their insurance options annually during the open enrollment period. Requests for change at any other time must be made through Human Resources.

- D. Licensed employees who complete their contract period shall receive all insurance benefits of this Agreement through August 31 of the year of such service.

Any such licensed employee who fails to complete the contract period shall receive all insurance benefits of this Agreement only through the last day of the month in which they terminate their employment.

- E. Classified employees who are employed on or before October 1 of any year and who complete their agreed upon work period shall receive all insurance benefits of this Agreement through August 31 of the year of such service.

Any classified employee who is hired after October 1 of any year in a position which is less than a 12-month position and completes his/her agreed-upon work year (as determined by position description) shall receive all insurance benefits of this Agreement through June 30 of the year of such service.

If a classified employee who was employed after October 1 completes his or her agreed work year, as defined above, and indicates an intent to return the following school year, benefits shall be continued through July and August. However, should such employee not in fact return, he or she shall be required to reimburse the District for the actual cost of premiums paid on his or her behalf for the months of July and August of that year. Such reimbursement shall be made to the District no later than September 30 of the year of such failure to return.

Any classified employee who is hired after October 1 of any year in a position which is less than a 12-month position and fails to complete his/her agreed-upon work year (as determined by job

description) shall receive all insurance benefits of this Agreement only through the last day of the month in which he/she terminates employment.

- F. Employees will receive an annual summary of benefits.

Article XVII — Salaries and Wages

A. Salary Schedules

Classified employees other than Instructional Assistants shall be paid according to Appendix B. Instructional Assistants shall be paid according to Appendix C. Licensed employees shall be paid according to Appendix D.

1. Licensed personnel shall be paid the salary shown in Appendix “D” according to their education and applicable experience. for the normal length of contract for licensed positions is 192-day, including six (6) paid holidays.
2. For purposes of this Agreement, the District has created Coordinator positions funded through grants. Grants for Coordinator positions do not require teacher licensure and do not require or fund educational attainment beyond a Bachelors degree. However these positions will be placed on the licensed salary schedule, so long as only the BA and BA+45 columns, Steps 1-11 are employed, within the funding limitations of the specific grant.

The District will not supplement the grant funding for these positions.

3. For purposes of this Agreement, employees hired as Specialists may, at the District’s discretion, be placed on 207-day contracts. This includes fifteen (15) additional contract days beyond the standard teacher contract, scheduled as needed, and will be paid an indexed amount of eight (8) percent of the licensed salary schedule salary for this additional duty.

It is understood by the Association and the District that deviation from the standard contract length (192 days) may be necessary due to program needs.

4. Instructional assistants will work 191-contract days including six (6) paid holidays. The work year for rural instructional assistants includes 3 days, which at the teachers’ discretion, may be worked when the Life Skills Education Program student is absent.

Instructional assistants hired at the start of the school year will have 2 additional calendar days during their first year of employment for the purposes of new employee orientation and new Instructional Assistant training.

5. Except for instructional assistants, the normal length of contract for classified employees is 210-day, including six (6) holidays and 260-days, including ten (10) holidays.
6. The length of contract for employees hired after the specific calendar associated with their work assignment will be reduced during the 1st year of employment based on date of hire.

B. Wages

1. Effective 7/1/08 for the year, there shall be added to the base salary of each association member 3% of such base salary. (See Salary Schedules Appendix B, C, D)
2. The salary schedules to be implemented July 1 of the 2009-10 and 2010-11 shall be increased by a percentage based on the average of the Portland-Salem CPI-U, Western Region CPI-U and the US Cities CPI-U. The figures used will be determined by averaging the 12-month percentage change from December to December of the Western Region and the US Cities

indices. and the annual change for the Portland-Salem index.

3. The 2009-10 measuring period shall be December 2007 through December 2008. The 2010-11 measuring period shall be December 2008 through December 2009. The annual increase will not be less than 1.75% or greater than 3%.

C. Remote Location Pay

1. District employees with assignments that require them to travel are entitled to reimbursement for vehicle mileage at the prevailing IRS rate. Under the IRS rules employees may be reimbursed for mileage when traveling between the first work assignment of the day and the last work assignment of the day. An employee's travel from home to the first assignment and from the last work assignment to home is not reimbursable, except as described below.
2. Employees assigned on a recurring weekly basis to remote districts will receive remote location pay. To be eligible to receive remote location pay the employee must:
 - Be assigned to Siuslaw, McKenzie, Oakridge or Mapleton school districts.
 - Report to these assignments two or more times a month on a regular basis.
 - Travel within these districts, but not to other districts on the days assigned to the district assignments listed in 1, unless directed by management.
3. Employees receiving remote location pay may claim mileage within the "remote" district from the first work site and the last work site of the day.
4. Employee receiving remote location pay may not check out fleet vehicles for travel to their remote district assignment, except as described below.
5. Employees assigned to remote locations 3 or more days a week may elect to be assigned a District fleet vehicle in lieu of location pay, with the approval of their director. Travel in a district vehicle from an employee's home to the first work site and from the last work site to the employee's home will be reported as compensation as per IRS requirements.
6. The annual rates for one day per week assignment to remote districts are:

Siuslaw	\$525.00
McKenzie	\$400.00
Oakridge	\$425.00
Mapleton	\$400.00

The total remote location pay will be computed by multiplying the number of days per week in a remote assignment by the annual rate. For 2 day per month assignment 0.5 will be used to multiply the rate.

7. Remote location pay will be determined at the beginning of the year, based on the employee's assignment, and paid on a monthly basis. Cost of living increases will not be applied to remote location pay. Employees who elect to be reimbursed for overnight stay in a remote district on a regularly scheduled basis will have their remote location pay calculation reduced by one day for each overnight stay per week.
8. Travel time to and from an employee's home to the first work site and from the last work site to the employee's home is not considered part of an employee's workday.
9. Reassignment of employees from a district where location pay is provided to one where location pay is not provided will not be considered discipline.

- D. Employees hired as instructional assistants will be placed on the salary schedule in Appendix C commensurate with their previous experience within the District and paid at the hourly wage thus indicated.
- E. New classified employees hired between July 1 and January 31 of any given fiscal year will be granted one year's experience credit for salary advancement at the end of that fiscal year.
- F. When an employee demonstrates to his/her supervisor/director that his/her duties and/or responsibilities are substantially changed, he/she may request (in writing) a review and reclassification as per District Policy (GAB) and accompanying Administrative Rules (GAB-AR(1),(2)).

G. Career Recognition

Bargaining unit members who have been at the top of their salary schedule for two years or more, and have been employees for:

- Thirteen (13) years will receive an \$90 per month TSA
- Fifteen (15) years will receive an \$100 per month TSA
- Seventeen (17) years will receive an \$110 per month TSA

In order to initiate this benefit, the eligible employee must submit to human resources the required form with the name of the company they have designated. No monies will be due nor contributed until the employee has completed the above requirements.

H. Public Employees Retirement System (PERS)

Employee Contribution to PERS shall be paid by the District, in accordance with Oregon Revised Statutes, for the duration of this agreement.

I. Tuition Reimbursement

The District will provide a maximum of \$2,000 per year to be used by bargaining unit members for tuition reimbursement. Tuition reimbursement may be used to earn credits to renew license (or certificate) which the employee is required to maintain for their current position or to complete course work encouraged by management not normally paid for by the District. The District will not be charged more than the rate in effect at the University of Oregon at the time the employee commences his/her course work. A Tuition Reimbursement Committee, comprised of Bargaining unit members, will be appointed to determine criteria and process for reimbursement.

Article XVIII — Vacancies & Transfers

Vacancies

Whenever the District determines a vacancy occurs, the following procedures will be implemented:

- A. A Notice of Vacancy shall be advertised inside and outside the District for ten (10) working days. The Notice of Vacancy shall be posted in two (2) conspicuous District locations.
- B. Employees who wish to be considered for any posted vacancy have the responsibility of giving written notification to their service area director and the director in the service area in which the vacancy exists within the ten (10) day posting/advertising period.

Rural instructional assistants who wish to be considered for instructional assistant vacancies in urban classrooms will be provided interviews for such vacancies based on submission of a letter of interest.
- C. All qualified internal applicants will be included on the list of applicants to be interviewed.
- D. When candidates are deemed to be equally qualified, the internal applicant will be given preference.
- E. In the event the district determines no applicants meet the qualifications for the position, the vacancy will be re-advertised.
- F. The Notice of Vacancy shall include, but not be limited to, performance responsibilities from the current job description, starting salary, and job location, if known at the time of posting.

Transfers

Except as provided in paragraphs A-F above:

A transfer is when an employee moves to another work location or assignment with the same position description.

- A. If a director wishes to initiate a transfer prior to posting a vacancy, the affected employee and director will review the employee's qualifications and interest in the position. Upon agreement of the parties, the request shall be submitted to the Superintendent for his consideration and approval. It is expressly understood that lateral transfers may be accomplished without the interview process set forth in the Vacancy section C.
 - 1. If a supervisor or employee wishes to initiate a transfer within a service area, the affected employee and director will review the employee's qualifications and interest in the position. Upon agreement of the parties, the request shall be submitted to the Superintendent for his consideration and approval.
 - 2. If an involuntary transfer of classroom staff occurs after September 15 of the current school year and results in an increase of over thirty (30) miles one way commute distance for the member, the District shall pay the member mileage for the distance traveled in excess of the employee's original commute for the remainder of the school year.

Involuntary transfer is defined as a management initiated transfer where the employee objects to the assignment. Employees placed in new assignments having returned from approved leaves will not be considered involuntary transfers.

- B. This policy is not intended to limit the rights of the District to initiate transfer or to reassign the work force as deemed necessary for the overall operation of the District.

Article XIX — Complaints

A complaint is an expression of dissatisfaction or concern made about an employee.

- A. Any complaint regarding an bargaining unit member made to any supervisor by any parent or other person which does or may influence evaluation of the bargaining unit member, shall be made in writing to the immediate supervisor. Written complaints will be date stamped upon receipt at the District. Within five (5) working days of receipt of the complaint, the concern will be discussed in a meeting between the employee and the immediate supervisor. When possible, the initial meeting, at the request of the employee, will take place at the work site of the bargaining unit member the complaint is against.
- B. Oral complaints will not be considered unless the complaint is regarding alleged activities that violate the law or District policy.
- C. The employee shall be provided all available information including the name of the person(s) making the complaint, nature of the complaint, and requested remedy, if applicable, at least one working day prior to the meeting. An immediate meeting may be called if the complaint is regarding alleged activities that violate the law or District policy.
- D. At this meeting an attempt will be made to resolve the issue to the satisfaction of the parties involved. The employee shall have the right to have a representative present of his/her choosing during all meetings if the employee reasonably fears disciplinary action will result from the investigation of the complaint. The bargaining unit member has the prerogative of initiating the contract grievance procedure through the Board level within fourteen (10) calendar days if a satisfactory solution has not been realized.

This procedure is not subject to arbitration.

Article XX — Voluntary Early Retirement

The District proposes an early retirement incentive program to employees who have reached 55 years of age after having completed eighteen (18) consecutive years of employment in the District.

Eligible employees may retire June 30, December 31, or with approval of the service area director, dependent on the job requirements. Written notice must be given sixty (60) days in advance.

As an early retirement incentive for an employee, age 55 to age 65, opting for retirement, the District agrees to provide up to \$150.00 per month for four (4) years to a maximum of \$7,200 to each early retiree towards medical, dental and vision insurance premiums for continuing coverage on an OEGB plan .

It is understood the coverage is subject to the rules of the insurance carrier. If the costs exceed \$150 per month and the employee elects to maintain that level coverage, the retired employee shall pay the difference.

In no case will the District provide this benefit beyond age 65.

If the spouse/domestic partner of the employee is, at the time of an employee's death, not eligible for Medicare, the District shall provide single-party medical insurance contribution up to the duration of the time the deceased employee was eligible for benefits.

No benefits provided under this Article shall be available for any employee whose employment begins after October 31, 1999.

Article XXI — Inclement Weather Guidelines

During inclement weather periods the work of the District will continue in as normal a manner as possible, but employees will not be required to travel under weather conditions that will cause a high level of danger to their person and property. The Superintendent will monitor the District service area regarding hazards involved with travel and may declare a general closure of the District if it is determined, hazardous conditions warrant such closure.

Employees assigned to the District main campus, except those required for emergency duties (see section E below), will be expected to remain at home. Employees will be notified by phone or general announcement as soon as practicable after the superintendent declares the general closure.

- A. During periods of inclement weather when a general closure is not in effect, some employees may judge travel conditions by any regular method between home and work to be unduly hazardous. If such employees choose not to report to work or to return to their home prior to the end of the normal work day, they are to so notify their immediate supervisor as soon as possible. Wages will not be paid for hours lost during such an absence, but supervisors will accommodate request for making up such time whenever it is appropriate and practical. Employees may also use personal leave, accrued vacation time, or comp time for the period of work missed.
- B. District Special Education employees who are headquartered at a school building rather than the District main campus will follow the inclement weather policies and practices of the District to which they are assigned. District employees assigned to local school or administration buildings will follow inclement weather directions given for the building/school to which they are assigned.
- C. Staff members assigned to the Westmoreland campus and Serbu Juvenile Justice Center will follow the Eugene School District #4J school closure procedures during inclement weather conditions, including the make-up conditions.
- D. During periods when a general closure is not in effect and when one or more local districts are closed, affected District Special Education itinerant staff will report to the District Building and/or reschedule to another district.
- E. Some employees are required to work during a general closure. Those employees will be granted compensatory time at the rate of one (1) hour for each hour of work required during a general closure.

A list of employees required to work during a general closure will be maintained by Human Resources. The names of those employees will be supplied annually to the Association and at other times that the list is changed. (Only those employees on the emergency list will be granted compensatory time for working during a general closure.)

- F. In the event the building or District policy conflicts for licensed and classified employees and the District has both licensed and classified personnel assigned, all District employees will follow the policy in effect for licensed staff.

Article XXII — Duration of Agreement

- A. This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument, in writing, duly executed by both parties.
- C. The parties agree that negotiations for a successor agreement should begin not later than February, 2011.
- D. This Agreement, having been duly ratified by the parties, is hereby executed by the Association and the Board as witnessed by the signatures below.

IN WITNESS whereof the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its Chairperson.

LANE COUNTY EDUCATION ASSOCIATION

LANE EDUCATION SERVICE DISTRICT

By: _____
LCEA President

By: _____
Lane ESD Chairperson

By: _____
LCEA Negotiations Chairperson

Date: _____

Date: _____

Appendix A
Classified Position List
2008-09

Range	Position
A	No current positions at this range
B	Program Assistant-Special Education
C	Clerk–Media/Library Courier Driver Custodian Migrant Education Recruiter Program Assistant-Receptionist Program Assistant-School Improvement Program Assistant-School Improvement, Career & Professional/Technical Education Program Assistant-School Improvement/Workshop Registration Program Assistant-Special Education, Life Skills/School Psychologist
D	Accounting Clerk- Accounts Payable Production Technician Program Assistant-Human Resources Program Assistant-Indian Education/School Improvement/Admin. Services Program Assistant-Lane School Program Assistant-School Improvement (grandfathered 07-08) Program Assistant-School Improvement, Career & Prof./Tech. Ed. (grandfathered 07-08) Program Assistant-School Improvement/Migrant Education Program Assistant-School Improvement/Workshop Registration (grandfathered 07-08) Program Assistant-Special Education, Martin Luther King Ed. Center Program Assistant-Special Education, Substitutes
E	Media/Library Systems Assistant Program Assistant-Media Program Assistant-School Improvement Coordination
F	Accounting Specialist-Grants/Payroll Program Assistant-Home School/Truancy Program Assistant-Technology
G	No current positions at this range
H	No current positions at this range
I	Network Technician

Appendix B
2008-09
Classified Salary Schedule
Hourly Rate

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	11.92	12.46	13.02	13.61	14.22	14.86	15.53	16.23	16.96
B	12.44	13.00	13.59	14.20	14.84	15.51	16.21	16.94	17.70
C	13.60	14.21	14.85	15.52	16.22	16.95	17.71	18.51	19.34
D	14.20	14.84	15.51	16.21	16.94	17.70	18.50	19.33	20.20
E	14.84	15.51	16.21	16.94	17.70	18.50	19.33	20.20	21.11
F	15.50	16.20	16.93	17.69	18.49	19.32	20.19	21.10	22.05
G	16.93	17.69	18.49	19.32	20.19	21.10	22.05	23.04	24.08
H	18.49	19.32	20.19	21.10	22.05	23.04	24.08	25.16	26.29
I	20.20	21.11	22.06	23.05	24.09	25.17	26.30	27.48	28.72

When an employee is transferred to a higher job classification, the employee will be placed at the step on the new range representing the next higher salary, with the increase to be at least the equivalent of one increment (4.5%). This schedule has been determined by using horizontal increments of 4.5% compounded.

Appendix C
2008-09
Instructional Assistant Salary Schedule
Hourly Rate

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
11.82	12.35	12.91	13.49	14.10	14.73	15.39	16.08	16.80

This salary schedule is determined by a 4.5% increment on the hourly rate.

The annual salary is based on a 191-day work year.

Appendix D
2008-09
Licensed Salary Schedule
Annual Rate

STEP	BA	BA+45	BA+60	BA+75 MA	BA+110 MA+45	PHD
1	33,053	34,541	35,285	36,026	39,002	42,308
2	34,541	36,026	36,771	37,516	40,654	43,960
3	36,026	37,516	38,259	39,002	42,308	45,613
4	37,516	39,002	39,830	40,654	43,960	47,266
5	39,002	40,489	41,400	42,308	45,613	48,919
6	40,489	41,978	42,971	43,960	47,266	50,571
7	41,978	43,464	44,540	45,613	48,919	52,224
8	43,464	44,952	46,110	47,266	50,571	53,876
9	44,952	46,441	47,680	48,919	52,224	55,528
10	46,441	47,927	49,249	50,571	53,876	57,184
11	47,927	49,415	50,820	52,224	55,528	58,835
12	49,415	50,903	52,390	53,876	57,184	60,487
13	50,903	52,390	53,959	55,528	58,835	62,141
14	52,390	53,876	55,529	57,184	60,487	63,793
15	52,390	55,366	57,100	58,835	62,141	65,446
16	52,390	55,366	57,925	60,487	63,793	67,098

Appendix E

ADDENDUM TO 2008-11 CONTRACT

The following District policies will not be changed during the term of this Agreement without prior consultation with the Association, unless the change is necessitated by a change in the law.

Nondiscrimination	AC
Equal Employment Opportunity	GBA
Personnel Records	GBL
Harassment (Staff)	GBN
Uncompensated Leave	GCBDA/GDBDA
Evaluation of Staff	GCN
Layoff/Recall-Licensed	GCPA
Layoff/Recall-Classified	GDPA
Sabbaticals	GCQF
Vacations, Holidays and Leaves	GCBE/GDBE-AR

Any violation of policy shall be subject only to grievance procedures in District policy GBM, which are appealed to the Board only and whose decision is final, binding, and non-appealable.