

AGREEMENT

between

CANBY SCHOOL DISTRICT NO. 86U

and

OREGON SCHOOL EMPLOYEES ASSOCIATION

CHAPTER NO. 105

September 1, 2008 - August 31, 2012

(Revised September, 2008)

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PREAMBLE

This Agreement is entered into by and between the Canby School District No. 86U ("District" or "Board") and the Oregon School Employees Association, Chapter No. 105 ("Association").

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for employees included in the bargaining unit hereinafter described.

ARTICLE 1
RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative for all classified employees whose positions do not require a license from TSPC.
- B. Specifically excluded from the bargaining unit are substitute employees, temporary employees, supervisory employees, and confidential employees.
- C. Definitions:
 - 1. Substitute employee: A substitute employee is an irregular employee called in to temporarily replace a regular employee who is absent.
 - 2. Temporary employee: A temporary employee is an irregular employee hired for a specific job or for a specific period of time not to exceed 90 working days.
 - 3. Substitute employees and temporary employees will not be used to permanently replace regular bargaining unit members.
- D. Effective September 1, 1994, new classified employees who have been employed as temporary or substitute employees in the same position shall count their seniority from the first date of work as a regular employee. Service as a temporary/substitute employee shall not count toward completion of the probation period or toward seniority as a classified employee in the District.

ARTICLE 2

NONDISCRIMINATION

- A. The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, sex, sexual orientation, race, color, national origin, religion, ancestry, kinship, marital status, household membership, the presence of physical, mental, or sensory handicap, or by reason of membership or non-membership status in the Association or participation in Association activity. All reference to employees in this Agreement designates both sexes, and when the male gender is used, it shall be construed to include both male and female employees.
- B. The parties agree that this provision is subject to the Grievance Procedure under the condition that no other discrimination claim, suit, or charge is filed with any state, federal agency, or court; provided further that if any such claim, suit, or charge is filed subsequent to the filing of a grievance, the grievance shall be immediately withdrawn and considered null and void regardless of its state in the Grievance Procedure.

If the Grievance Procedure is completed and the grievant is recipient of an award prior to filing of any claim or charge as described above, the award will be forfeited and the District reimbursed for any loss within 30 days following such filing.

- C. The parties agree that an employee whose "kinship," "marital status" or "household membership" is in relation to the supervisor may not be employed by the District in that particular department. For purposes of this Article "kinship" shall refer to the immediate family as defined in this Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

- A. Except as otherwise specifically limited by the terms of this Agreement, the District retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement and the District retains all prerogatives, functions and rights not specifically limited by the specific terms of this Agreement. The District shall have no obligation to bargain with the Association with respect to any subjects or the exercise of its discretion and decision-making authority with regard to any action not specifically covered by the terms of this Agreement. All such subjects not specifically addressed herein are closed to further bargaining for the term hereof.

Without limitation but by way of illustration, the exclusive prerogatives, functions and rights of the District shall include the following:

1. To determine the services to be rendered to the citizens of the District.
2. To determine and to execute the District's financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions and policies in which the employees in the bargaining unit are employed except as otherwise specifically provided for in this Agreement.
4. To manage and direct the work force, including but not limited to the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees and to transfer them within the same pay range; the right to lay off, except as provided for herein; the right to abolish positions or reorganize departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
5. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment except as otherwise specifically provided for in this Agreement.
6. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

7. To contract or subcontract work as may be determined by the District and in accordance with Article 4, section H, of this Agreement.
 8. To assign shifts, workdays, hours of work and work locations.
 9. To designate and to assign all work duties.
 10. To introduce new duties within the unit.
 11. To determine the need for and the qualifications of new employees, transfers and promotions.
 12. To discipline, suspend, demote or discharge an employee so long as such action is not without cause.
- B. The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is subject only to the first three steps of the grievance procedure set forth in this Agreement.

ARTICLE 4

ASSOCIATION RIGHTS

- A. The Association or committee of the Association shall be allowed the use of the School District facilities for meetings, providing they do not conflict with the regular school program or activities previously scheduled.
- B. The Association shall be allowed use of such office equipment as needed to provide duplication and information to the employees, providing the Association purchases and provides its own materials.
- C. The Association shall provide the Superintendent with a list of authorized representatives who may be allowed to visit the work areas of the employees during work hours. Such visits must not interfere with the employee's work or work schedule. All persons visiting the school are to report to the office upon entering the school.
- D. The Board will provide the Association with reasonable bulletin board space for use by the Association in communication with the employees. At least one bulletin board will be provided in each District building wherein classified employees work. Subject to postal service regulations, the Association may use the District's inter-school mailboxes for communications.
- E. The District will make funds available in the form of time off and other considerations for employee attendance at training programs, seminars and conventions when in the sole judgment and discretion of the District such attendance would be in the best interests of the District.
- F. Classified employees working during evening hours shall be granted time off to attend evening meetings of the Association providing they return to their positions and finish their work. However, custodians assigned to the evening shift will be responsible to notify their supervisors of the planned absence so building security arrangements can be made.
- G. The Association representatives, elected or appointed, shall be granted time off from their regular school duties to attend meetings of interest to the Association. Such meetings will be scheduled so as not to interfere with normal school duties whenever possible. Attendance at such meetings will be without pay except as may be provided for in section E hereof.

- H. Contracting Out. It is clearly understood by the parties to this Agreement that the District shall have no obligation to bargain the decision to contract or subcontract out bargaining unit work.

However, before the District makes a decision to contract or subcontract out bargaining unit work, the result of which would cause the District to terminate the District's employment of bargaining unit members, the District will provide the Association with notice of the consideration of that contracting or subcontracting decision. Prior to any subcontracting of bargaining unit work, the District will notify the Association of the potential subcontracting and the reasons for it. The Association will be given an opportunity to make a proposal to the District to be considered in conjunction with other proposals.

Should the District later make the final decision to contract or subcontract out bargaining unit work, then if such decision would terminate the District's employment of bargaining unit members, the District does agree to bargain the impact, or effects of that decision upon a timely demand for such impact bargaining from the Association. A demand to bargain the impact of a subcontracting decision shall be considered timely if issued within 15 days of the Association's notice of the final decision.

- I. The District will provide copies of this Agreement to all employees in the bargaining unit within a reasonable period of time after the execution of this Agreement.
- J. The processing of matters affecting employment relations will normally be held outside of working hours and without compensation. Whenever any employee is required by the District or by mutual agreement of the parties to participate during working hours in grievance proceedings or negotiations, such time will be with pay.

ARTICLE 5

PROBATIONARY PERIOD

- A. All newly-hired employees will serve in an initial probationary period of six months. During the probationary period, the newly-hired employee shall have no expectation of continued employment; a probationary employee may be dismissed by the District without any showing of cause.

- B. Probationary employees will be notified prior to the end of the probationary period of their successful or unsuccessful completion of probation and whether or not they are moved to regular status.

ARTICLE 6

EMPLOYEE RIGHTS

- A. No regular employee will be disciplined or dismissed except for just cause.
- B. In the event of alleged misconduct which, in the opinion of the District, is of such a magnitude so as to warrant removal of the employee from the work site pending an investigation, the District may suspend an employee with pay to conduct an investigation into the matter. Under such circumstances, the investigation will normally be conducted within 10 working days. If the employee is subsequently cleared of any wrongdoing, the employee will be reinstated without loss of pay or benefits. If the charges are later upheld, the dismissal date shall be the date determined by the District.
- C. No evaluation document, disciplinary document, or complaint that reflects critically upon an employee or the employee's performance will be placed into the employee's personnel file without a copy being furnished to the affected employee. Normally, proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a statement from the supervisor that the employee has been shown the material and has refused to sign it.
- D. Student/Parent Complaints: Any investigation resulting from a formal/informal complaint against a classified employee shall normally be completed within 10 working days. By the tenth working day, the employee shall receive notice of the results of the investigation or of the expected date of completion of the investigation. Every reasonable effort shall be made to not exceed 20 working days in completion of the investigation. Working days for this section are defined as days the District Office is open.

ARTICLE 7

LENGTH OF WORKDAY, WEEK, AND OTHER CONDITIONS

A. Hours for Full Time Employees:

The normal workday for full-time classified employees is eight hours, excluding lunch. Daily starting and ending times are determined by the individual supervisor.

B. Hours for Part Time Employees:

Working hours and daily starting and ending times for part-time employees will be determined by the supervisor.

C. Workweek:

A full-time workweek for employees shall be defined as 40 hours of work within a 7 day period, from 12:01 a.m. Sunday through 12:00 midnight Saturday.

D. Rest Periods:

Employees shall receive a 15-minute break during each 4 hour period of consecutive service with the break as close as possible, in the immediate supervisor's judgment, to the 2-hour interval. Such breaks will be controlled by the employee's immediate supervisor.

E. Lunch Breaks:

Employees who are scheduled to work over five hours shall receive an uninterrupted, unpaid lunch period of at least one-half hour but not more than one hour. Such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the tour of duty. Such time shall not be considered as time worked.

F. During summer recess periods, the District may adopt a 10-hour, 4-day workweek for any of its employees. Employees on such a 4/10 schedule shall be allowed overtime for work in excess of 10 hours in one day or 40 hours in one workweek, but the same hours shall not count twice. The District will consider individual employee requests to remain on a 5-day, 8-hour schedule if a 4/10 schedule is implemented. The final decision on such requests will remain with the District.

G. Eligible employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off at the discretion of the District for work under the

following conditions (but not twice for the same hours): All assigned work in excess of 40 hours in any workweek.

Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours on duty per day. For the purpose of computing overtime, only the hours an employee actually works plus paid holidays as recognized in this agreement shall be credited as time worked in computing total work period hours. All overtime must be approved in advance by the Superintendent or designee.

Classified staff may, at their option, work occasionally, sporadically, or seasonally on a part-time basis for the District in a different capacity from their regular employment; such as head, assistant or intramural coach. When such employment is accepted by classified employees, the hours worked to fulfill the extra duty contract shall not be combined with or added to the regular work schedule for the purpose of determining overtime liability under state or federal law. This agreement is reached in accordance with Oregon Revised Statute (ORS 279.342), the Fair Labor Standards Act, (FLSA, Section 7[p][2]), and the Code of Federal Regulations (29 CFR Section 553.30[c][5]) and is not intended to waive any statutory rights to which employees are entitled.

H. Payroll Deductions

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

Savings Bonds
United Way
Negotiated Fringe Benefits

Annuities
Other deductions mutually acceptable to the
District and the Association

ARTICLE 8

VACANCIES

- A. When an open position, newly created or existing, is available for employees covered by the provisions of this contract, the employees may apply for the open position. Seniority will prevail when employees of equal ability are considered.
- B. All openings for classified employees shall be posted on the bulletin boards of all buildings five workdays prior to the hiring for the open position. These postings shall state job title, qualifications, duties, salary range, hours per day, days per year, and closing date, if applicable. Any person wishing to apply for the open position may do so by contacting the personnel department listed on the posted job opening, within the five workday notification period.
- C. When a classified position is opened during the summer vacation period, the Association president shall be informed of the opening. Employees who would like to receive vacancy notices during the summer months may do so by sending a request and self-addressed envelopes to the administration office prior to June 15.
- D. Within one week of hire, each new employee shall receive a notice of employment stating job title, starting date, salary and building assignment.
- E. The District shall furnish the president of the Association with copies of all job openings at the time they are posted, and a list of those who are selected for the positions.

ARTICLE 9

HOLIDAYS

- A. 12-Month Employees. The following paid holidays will be observed:

Labor Day	New Year's Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Memorial Day
Day following Thanksgiving	Independence Day
Christmas Day	

- B. Less than 12-Month Employees. Less than 12-month employees will have the following paid holidays as long as such holidays fall within the calendar of the employee's scheduled workdays:

Labor Day	Christmas Day
Veterans' Day	New Year's Day
Thanksgiving Day	Presidents' Day
Day Following Thanksgiving	Memorial Day

- C. In order to be eligible for holiday pay, employees must work their regularly-scheduled day prior to and their regularly-scheduled day after the holiday or be on approved paid leave on those days.
- D. When an employee is required to work on a scheduled paid holiday, that employee will receive holiday pay in addition to overtime pay at the rate of one and one-half times the employee's regular rate of pay for all hours actually worked on the holiday.

ARTICLE 10

VACATIONS

- A. Only 12-month employees shall be entitled to any vacation with pay. (Subsequent Language deleted.)

Beginning in 2001-2002, twelve month employees shall be entitled to two weeks (10 working days) vacation each year until they have worked for the district 5 years; an additional day of vacation will be added for each full year of continuous employment thereafter, not to exceed 20 days.

The computation of years for vacation shall be based on the employee's anniversary of his/her date of hire. An employee will begin accruing vacation immediately upon his/her date of hire. No current employee shall suffer a reduction of vacation as a result of the adoption of this language.

Twelve-month employees shall be entitled to 1 week (5 working days) vacation after 6 months of continuous employment with the District.

- B. Employees shall be permitted to accumulate up to a maximum of five (5) days of vacation time and carry it over into the following year, to be used by December 31 of the new year.
- C. Scheduled vacations must be approved by the appropriate supervisors.

Vacations for custodial employees will normally be taken during summer, winter, or spring recess. Vacation requests must be approved in advance by the supervisor as well as the Manager of Facilities.

- D. Former Canby Elementary School District employees hired before July 1, 1987, and working less than 12 months, will continue to receive vacation pay as accrued.
1. Less than 12-month employees will take vacation during times when school is not in session, unless approved by their supervisor.

ARTICLE 11

PAID LEAVES

A. Sick Leave:

1. All employees shall accrue sick leave as an insurance against the impact of personal illness or injury as provided in ORS 342.596. Full-time employees shall accrue one day per month, and employees who serve for a fraction of the fiscal year and/or a fraction of the regular workday shall accrue sick leave benefits on a pro-rata basis. Each employee shall be furnished a statement each payday showing the number of hours of accumulated unused sick leave available. Unused sick leave shall accumulate to an unlimited total.
2. An employee shall not consider sick leave as a right which allows absence at any time for other than the reasons set forth in this Article. Certification of one or more physicians that an illness or injury prevents an employee from carrying out his/her duties shall not usually be required unless the employee is absent in excess of three consecutive days.
3. Sick leave shall not be considered available as terminal leave, either in time or in dollars, except as reported to the Public Employees Retirement System upon retirement.
4. Sick leave shall be utilized for medical, dental, and optical appointments on an hour-for-hour basis. Up to three days per year of sick leave may be used to care for a member of the immediate family (as defined in section B of this Article) who is ill or injured.
5. When an employee is absent due to illness or injury compensable under the Workers' Compensation Act, ORS 656, at the employee's option, the District's obligation to pay under this sick leave article is limited to the difference between the payment received as a result of Workers' Compensation award and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave.

B. Bereavement Leave:

1. An employee in the bargaining unit shall be allowed up to three days' leave with pay because of the death of a member of his immediate family. An additional two days with pay may be granted upon request of the employee. In special circumstances, additional time may be granted by the Superintendent. In the event of the death of an employee's friend or relative

outside the household, one day of Bereavement Leave to attend the funeral may be granted with prior approval of the administration. Such leave shall not accumulate from year to year.

2. For the purpose of this provision immediate family shall be defined to include spouse, domestic partner, parents, children, brother, sister, grandparents, grandchildren or spouse's immediate family. Other persons shall be considered as members of the immediate family, provided they are living in the home of the employee or are dependent upon the employee for support, or may be considered as members of the immediate family if they have maintained a familial relationship with the employee at any time in the past.

C. Jury Duty and Court Subpoena:

1. Jury Duty

- a. If an employee is summoned for jury duty, the District shall grant the employee permission to serve without loss of regular salary.
- b. All monies received as a result of service, other than expense reimbursements, will be deducted from the employee's regular pay.
- c. If the court releases the employee at a reasonable time, the employee shall return to the building and complete the assigned shift.
- d. If a night employee is summoned for jury duty, the District shall grant the same benefits and privileges as it does for a day employee under this provision. On a day when jury duty is served, the amount of time spent on jury duty will be deducted from the employee's regular hours. If a reasonable amount of time remains, the employee shall return to the building and complete the remaining shift hours. If a night employee is called for jury duty and chooses to work the full shift, the person must inform the District by 10:00 a.m. on the day in question. If a full shift is worked, there will not be a deduction of monies received as a result of service as a juror.

Reasonable Time: When an employee has at least two hours remaining on the regular shift.

2. Subpoena

- a. When an employee is subpoenaed as a witness in a case, salary equal to that received from the court or other legal body, less mileage

and meals reimbursement, shall be deducted from the salary of the employee.

- b. This provision on subpoena leave shall not apply in any legal proceeding in which the employee or the Association is a complainant against the District.

D. Temporary School Closure:

1. Whenever student attendance is not required due to temporary school closure for adverse weather conditions, power failure, or other similar emergency conditions, employee work schedules will be determined by the Superintendent or designee. Employees will be expected to report for work unless notified to the contrary by their supervisor or by any established system of media communications.
2. Employees who are notified not to report for work and employees who are unable to reach their assigned work stations will have the option of using their accumulated vacation time (if they are entitled to this benefit), accrued compensatory time, or they may take unpaid leave. If the employee is on an "equal pay" payroll option, adjustments in pay because of such temporary closure days will be made from the employee's final paycheck of the work year. At such time, if makeup days have not been added to the calendar, no compensatory time is available, and the employee has no opportunity to make up lost time, the employee may use available Emergency Leave.
3. If the school is closed on a temporary basis, whether for a full or a partial day, makeup time may be scheduled by the district/supervisor. If employees are required to makeup days/hours, they will be paid at their normal hourly rate for such work.
4. During the 2008-09 school year, representatives from the Association and the Canby School District will work to create language to codify the current processes related to reclassification. Said procedures shall be subject to approval by OSEA and the Canby School District and shall be considered as part of this section of the Agreement.

E. Other Leave:

1. At the commencement of each school year, each employee shall be credited with three (3) days of Other Leave at full pay. The above shall be used or forfeited during the school year in which it is granted. Such time shall be applied to any one or both of the following:

- a. Family Care - to be used for care of the employee's immediate family as defined in section B (Bereavement Leave) hereof except that the immediate family member being cared for must reside in the household of the employee. The employee shall certify that no one else is available to care for the ill or injured family member, and that attendance by a family member is necessary.
- b. Emergency Leave - is defined as leave used in situations beyond the control of the employee which requires absence during school hours. Legal, business, household, or family matters which cannot be handled outside school hours qualify for emergency leave. Such leave cannot be used for recreational purposes, the extension of vacations or holidays, avocational or volunteered services, or to prepare for employment with another employer. Use of Emergency Leave for school closure shall be in accordance with Paragraph D, Section 2 of this Article.

2. Procedures

- a. Except for emergency circumstances, the employee shall provide at least one (1) day notification to the District prior to requesting the leave. Prior notification shall consist of filing the appropriate leave form with the school office. In emergency circumstances, the employee shall serve notification of leave by leaving a message on the designated phone number/answering machine. Completion of the appropriate form shall be accomplished upon the employee's return to work following the emergency.
- b. The District and the Association agree that while employees shall follow the language and the intent of the language, the District will not require specific reasons when classified employees request family care leave or emergency leave. The signed leave request form will include a statement verifying that the reason for the leave is in accordance with contract language.

ARTICLE 12
UNPAID LEAVES

Short Term Leave (for periods of fewer than ten days)

Unpaid Leave may be granted at the discretion of the Superintendent or designee. An employee with less than three years seniority (as defined in Article 13,A) in the school district will not be granted Unpaid Leave.

Employees with three years seniority may request Unpaid Leave, and will generally be allowed such leave provided the following conditions are met:

- The employee requests such leave in writing to the Superintendent or designee at least thirty (30) calendar days in advance of taking the leave, except in the case of an emergency.
- Impact to students, the school and/or district programs can be easily mitigated, based upon principal/supervisor recommendation.
- Employee has not been granted more than five days of Unpaid Leave during the prior 24 months.
- Unpaid Leave will only be granted once all other leave has been exhausted.

Long Term Leave (for periods of ten days or more)

A leave of absence without pay, for up to one (1) year, may be granted by the School Board upon recommendation of the Superintendent. A request shall be submitted in writing to Superintendent or designee thirty (30) days prior to the starting date for which leave is planned except in the case of an emergency.

Classified employees who are granted the leave of absence will be assured of the following:

- The employee may continue insurance programs by paying the District office, in advance, the monthly premium required. This is contingent upon the insurance company's policy regarding coverage of persons on leave.
- Classified employees on leave shall retain all benefits which the state law provides and the seniority that has been attained prior to the leave.
- A classified employee returning to the District following the leave of absence shall be reassigned to a comparable assignment.

ARTICLE 13

LAYOFF AND RECALL

- A. Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire. For accounting purposes, all authorized paid leave will be counted towards seniority; authorized unpaid leaves of absence in excess of one month will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.
- B. When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified. This Article only covers layoffs that occur as a result of reductions in whole or part-time positions and reductions of over two (2) hours in a position's regular daily work schedule. A reduction of two hours or less is not recognized as a layoff. However, an employee whose schedule has a cumulative time loss within the school year of one hour or up to two hours shall have bumping rights to a position within the same classification that has more hours than the employee's reduced schedule. The bumping employee may not gain more hours than originally scheduled prior to reduction. In addition, an employee may "bump" a less senior employee in a different classification as long as these conditions are met:
1. The employee has worked and received at least satisfactory evaluations in a position listed within that classification,
 2. The employee has greater classification seniority than the person to be "bumped;" and
 3. The position is not one that requires specialized qualifications, as determined by the District, such as providing augmentative communications, meeting the medical needs of medically fragile children, or supervising a school library.
- C. Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by classification. Laid-off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, a laid-off employee may, at his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier(s) and subject to applicable laws.
- D. A laid-off employee who previously worked in a different classification for the District (within the definition of seniority in section A), may "bump" an employee in the other classification as long as two conditions are met:
1. The laid-off employee has greater classification seniority than the person to be "bumped"; and,

2. The laid-off employee had at least satisfactory evaluations in the previous classification. Employees retreating shall be placed on the same step they were on before the retreat.
- E. If a layoff occurs during the employee's work calendar, the District shall provide the laid-off employee fringe benefits as established by this Agreement for a minimum of thirty days. If the lay-off occurs at the end of the school year or during the summer, the District shall provide fringe benefits through September 30 for less than 12 month employees. The District shall have no obligation to provide these fringe benefits to a laid-off employee who secures employment outside the District and receives fringe benefits from the new employer.
 - F. Recall:
Recall rights shall exist for 27 months from the date of layoff. Any laid-off employee not recalled according to this procedure within the 27 months will be deemed to have been separated in good standing.
 - G. Whenever the District determines that a vacancy exists within a classification which has experienced a layoff (within the last 27 months), laid-off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee. The laid-off employee will have 14 calendar days to respond to the recall notice. Failure to respond within the 14 calendar days or rejection of any recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation.
 - H. If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in the employee's own classification.

For the purpose of administering this Article, and solely for this purpose, "classifications" for layoff shall be as listed in Appendix A.

- I. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the return to active employment, provided those benefits are still in effect.
- J. Upon request, the District agrees to provide to the Association a complete list of all classified employees, including each employee's date of hire and total experience in job classification(s) and in District.

ARTICLE 14

SALARIES

A. Salaries:

1. The salary schedule increase for the contract year 2008-09 shall be 3.85%. The salary schedule for the contract year is set forth in Appendix A-1 and incorporated by this reference.

The salary schedule increase for the contract year 2009-10 shall be 4.0%.

2. Longevity Compensation:

10 years of service--additional 20 cents per hour
15 years of service--additional 30 cents per hour
20 years of service--additional 50 cents per hour

In order to be eligible for longevity compensation, the employee has to have completed the requisite years of service and not be covered by the vacation exemption clause set forth in Article 10, Vacations, section D. The longevity compensation hourly amounts are accumulative.

The computation of years of service shall be on a fiscal year basis. If an employee was hired between the dates of July 1 and December 31, then that employee will be deemed to have begun the years of service as of that July 1. If the employee has a hire date between January 1 and June 30, then the following July 1 shall constitute the date for computation of years of service.

3. The salary schedule for 2008-09 shall be retroactive to July 1, 2008. The salary schedule for 2009-10 shall be effective July 1, 2009.

- #### B.
- Whenever an employee is required to perform duties which are equal to those of a position with a higher pay range, the employee will receive the next higher rate of pay in the new pay level for the time spent performing such duties. This provision shall apply to work assignments of more than three-day intervals. On the fourth day, the pay increase shall be retroactive to the first day of the assignment.

A regular employee asked to substitute for a regular employee in the same pay level will receive his/her regular rate and step for the substitute work. A regular employee asked to substitute for a regular employee in a lower pay level will be paid at the same rate and step at which he/she is paid in his/her regular position. "Regular

employee” shall be interpreted in this article to include regular and probationary employees assigned to a regular position.

- C. Normally, the District will hire new employees at Step 1; however, a new employee may be hired at Step 2 or Step 3, depending upon the individual's experience in that related field. If the District desires to hire a new employee above Step 3, the District will discuss the placement with the Association. All new classified employees are probationary for six months, regardless of initial step placement. During the six-month probationary period, it is understood that the District has the right to terminate the employment of the probationary employee for any reason whatsoever and that such action is not subject to the grievance procedure contained herein.
- D. Experience step increases will be made effective on July 1 of each year. Employees hired on or after February 1 will not receive a step increase until July of the following year.
- E. Paydays. Employees shall be paid on the 25th of the month or on the last teacher workday of the month, whichever comes sooner. The District shall determine the cutoff day in order to equalize the number of working days in subsequent periods and in order to facilitate the handling of the payroll. Employees will be paid for additional hours worked on the 25th of the month following, provided that extra hours timesheets are properly submitted by the following month's payroll cutoff deadline.

All employees will normally be paid in equal installments over twelve (12) months, based upon their projected school year earnings. Employees may request to be paid each month for only the hours worked the prior month by notifying the District's payroll department in writing by the cutoff date for the first payroll of the school year. All classified employees will submit a completed and approved time card by the payroll cutoff date each month.

- F. To qualify for advancement an employee must have worked for the District on a continuous basis exclusive of summer vacation, other break periods and approved leaves of absence. Employees who terminate their service with the District in good standing and begin reemployment within one year of their date of separation may, at the discretion of the District, be re-employed at the step at which they left and have all prior service credited toward future advancement.

If an employee in good standing begins re-employment within one year of resignation in a new job classification, he/she will also have all prior service credited in terms of District seniority. If a former employee begins re-employment more than one year since date of resignation, or the employee resigns and returns to the District more than one time, the employee will retain no former benefits and will be re-employed as a probationary employee.

- G. Involuntary Transfers. Employees involuntarily transferred to a lower classification for reasons other than disciplinary action shall be placed on the salary schedule for the new classification at the closest step to their current step that does not reflect a loss of salary.
- H. Promotions. An employee promoted within the bargaining unit to a higher classification will be placed on the salary schedule in the new classification at the lowest wage rate in the new classification which is higher than the employee was receiving in the previous classification at the time immediately preceding the promotion.
- I. Call-Back Pay. An employee in the bargaining unit called back to work after completing an eight-hour work shift and leaving the school shall be granted a minimum of two hours' pay at one and one-half the regular rate of pay.
- J. Emergency Alarm Responder. The provisions of Section I above, regarding call-back pay, do not apply to an employee who has been designated as the emergency alarm responder. Such employee will be paid for the actual hours worked in the performance of duties relating to emergency alarm responses.
- K. Show-Up Pay. An employee reporting for work on a scheduled workday when the school is closed shall be paid for two hours of work in the event that the District fails to provide customary notice of the intended closure.
- L. Mileage and Expenses. Employees required to use their own autos, to provide transportation to and from District required training, or other such District required assignments away from their normal work sites shall be paid expenses and mileage at the District's established rates. Such payments shall be made to the employee upon his submittal of an itemized account to the business office not later than the cutoff date of each pay period.
- M. Job Descriptions:
1. The District shall maintain a file of job descriptions for each classification in the bargaining unit. Job descriptions shall designate the duties and responsibilities, qualifications and supervision for each classification.
 2. New Classes. New classifications may be developed by the District and a wage scale for those classifications may be assigned by the District. The District shall so notify the Association and provide the Association with a copy of the job description for the new classification and the wage scale assigned thereto.
In the event the Association and the District agree that the newly-created job classification appropriately belongs in the bargaining unit, and if the Association serves written notice of its desire to bargain over the wage rate

assigned the classification, the Association and the District shall enter into negotiations for wages and those issues unique only to the newly-created classification. This provision is subject to ORS 243.662 and ORS 243.650(17).

3. During the 2008-09 school year, representatives from the Association and the Canby School District will work to create language to codify the current processes related to reclassification. Said procedure will be subject to approval by OSEA and the Canby School District and shall be considered as part of this contract.
4. The District shall notify the Association prior to creating new positions or combining existing positions, indicating the classification to which the position has been assigned.

- N. Fingerprinting. Newly-hired employees will be charged a fee in an amount not to exceed the actual cost of acquiring and furnishing criminal records information by way of a fingerprinting check as required by the provisions of ORS 326.603. If the newly-hired employee requests, the District will withhold the amount from salary amounts otherwise due the employee rather than requiring a lump sum payment.

Employees already employed by the District who are required to be fingerprinted and are required to undergo a criminal records check as a result of a job transfer will have the costs of such fingerprinting and the criminal records check paid by the District.

- O. PERS Pickup. For work performed on or after July 1, 1984, the District shall cease withholding from employees' monthly salaries the contribution required by ORS 237.071; and shall "pickup," assume, and pay a 6% employee contribution to the Public Employees Retirement System for the employee members that participate in the Public Employees Retirement System. Such pickup or payment of employee member's monthly contribution to the system shall continue for the life of this Agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1984, to the termination of the Agreement. The full amount of required employee contribution picked up or paid by the District on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003(12), but shall not be considered as "salary" for the purposes of determining the amount of employee contribution required to be contributed pursuant to ORS 237.071. Such pickup or paid employee contribution shall be credited to employee accounts and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

- P. No Child Left Behind Act. All Instructional assistants in positions required to meet federal guidelines for NCLB legislation will be placed one level higher than the current level of the assistant position, at the next step that provides an approximate three percent (3%) increase in salary.
- Q. During the 2008-2009 and 2009-2010 school years, employees will be compensated at the conclusion of each year for any unused, Other Leave days, up to a maximum of three (3) days. Such unused leave will be compensated in the amount of fifty percent (50%) of the employee's current pay scale for each unused day.

ARTICLE 15

INSURANCE AND OTHER BENEFITS

- A. For the 2008-09 school year, the District will contribute up to \$981.10 per month for full-time employees (regularly scheduled to work 30 hours or more per week) and up to \$554.97 per month for part-time employees (those who are regularly scheduled to work 20 hours or more per week, but less than 30 hours) towards the purchase of the District's insurance package. The insurance package includes medical insurance, dental insurance, and vision insurance, and may include employee life insurance. Employees regularly scheduled to work less than 20 hours per week are not entitled to a District contribution. Employees eligible to receive a District contribution are also provided with a District-paid long-term disability insurance plan. The premium cost for this plan is outside of the "caps" stated above.

Additional hours worked as a substitute for a regular employee will not be considered part of the employee's regularly scheduled hours as referenced above. No regular employee may acquire health benefits, increased health benefits, or accrued paid leaves by virtue of additional hours worked as a substitute for another employee. "Regular employee" shall be interpreted to include regular and probationary employees assigned to a regular position. This agreement is not intended to waive any statutory rights to which employees are entitled.

- B. The caps set forth in Section A above, shall be increased based upon the percentage of increase in premiums up to a maximum of nine percent (9.0%) for 2009-10, using the OEGB Kaiser insurance premium increase as the index.
- C. The District and Association may form a joint committee to examine insurance costs, carriers and plans in order to explore various employee coverage options. Membership shall be composed of up to five Association representatives and District staff. Any recommended changes in plans or employee options must be approved by both Association and School Board and determined to be within the financial parameters outlined in Paragraph B above.
- D. Upon termination of employment, insurance benefits for qualifying classified staff will continue through the month employment terminates. If the employee completes more than half of the scheduled work days/hours of the month of termination, benefits will continue through the end of the following month. Benefits for less-than-12-month qualifying employees who complete the full work schedule for the school year will be covered up to the beginning of the following benefit year.

ARTICLE 16
GRIEVANCE PROCEDURE

Grievance Procedure for Contract Dispute:

The purpose of this procedure is to provide an orderly method for resolving grievances regarding the meaning, interpretation, or alleged violation of the provisions of this Agreement. A determined effort shall be made to settle any difference at the lowest possible level in the grievance procedure.

A. Definitions:

1. "Grievance" is an alleged violation of a specific provision(s) of this Agreement.
2. "Grievant" is the person who has the grievance.
3. "Representative" is the one who may speak for or advise a party in interest.
4. "Immediate supervisor" is the one who had direct administrative or supervisory responsibility over the grievant in the area of the grievance.
5. "Days" - the term "days" when used in this Article shall, except where otherwise indicated, mean days the District is open for business with the public.

B. General Procedures:

1. These procedures shall be processed within the specified lengths of time.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith efforts to shorten the number of days provided. Time limits may be extended by mutual agreement.
3. All parties in interest have a right to a representative of their own choosing at each level of these grievance procedures.
4. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified length of time shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the

specified length of time shall be construed as a denial of the grievance and shall permit the grievant to proceed to the next level.

5. All documents, communications, and records of a grievance will be filed in the School District office separately from the personnel file.
6. All parties will avoid interruption of classroom and/or any other school-sponsored activities.
7. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
8. All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties, unless otherwise required by the Board or Superintendent.
9. Each grievance shall have to be initiated within 10 days from the time of discovery of the cause of the claim.

C. Levels of Grievance:

1. Level One

The grievant shall first discuss the grievance with the principal or immediate supervisor with the objective of resolving the matter informally.

2. Level Two

If the grievant is not satisfied with the disposition of the grievance on an informal level, the grievant may, within five days after the discussion provided for above, file a written grievance with the building principal or other immediate supervisor. This claim shall set forth a clear statement of the grievance and the grounds upon which the claim is based, specific identification of the specific article or portions thereof allegedly violated, a clear statement of the specific remedy sought, and the reasons why the grievant considers the informal level decision unacceptable. The building principal or supervisor shall communicate the decision in writing to the grievant within 10 working days. If the grievant is not satisfied with the decision of the building principal or supervisor, the grievant may appeal in writing within five days from receipt of the immediate supervisor's reply to the Superintendent.

3. Level Three

Appeals to the Superintendent shall be heard by the Superintendent within 10 days of receipt of the appeal. Notice of the time and place of the hearing will be given to the grievant and any other persons officially involved in the grievance.

Within 10 days of hearing the appeal, the Superintendent will communicate to the grievant, and all other parties officially present at the hearing, the written decision, which shall include supporting reasons therefor.

If the Superintendent's decision is unsatisfactory to the grievant, the grievant may, within 10 days of receipt of the Superintendent's decision, appeal to Level Four, Arbitration.

4. Level Four

If the grievance is still unsettled after completion of Level Three and is a contract grievance, the Association shall, within 10 school days of the written response of the Superintendent, have the right to have the matter submitted to final and binding arbitration as provided herein.

- a. Within 10 school days of the District's receipt of written notification from the Association of its desire to arbitrate the grievance, the parties will meet and attempt to select an arbitrator and obtain a commitment from such arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties will then be bound by rules of the Employment Relations Board.

- b. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representative and witnesses.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have authority to consider only a claim based upon a specific provision of this Agreement and shall

have no authority to add to, modify, or detract from this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

5. Miscellaneous

- a. Any grievance arising from direct specific action of the Board or the Superintendent may, at the Association's option, be introduced at Step 2 of the grievance procedure.
- b. No documents, communications or records dealing with the processing of a grievance shall be kept in the personnel file of any of the participants.
- c. Meetings and Hearings. No meetings or hearings under this procedure shall be conducted in public, subject to the Public Meetings Law.
- d. The grievant shall have the right to representation by the Association at any step of the procedure.

ARTICLE 17

STRIKES AND LOCKOUTS

- A. The Association and its bargaining unit members, as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work during the life and duration of this Agreement. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article.
- B. In the event of a strike, work stoppage, slowdown, picketing or other restriction of work in any form, either on the basis of individual choice or collective employee conduct during the life and duration of this Agreement, the Association will immediately, upon notification from the District, attempt to secure an immediate and orderly return to work.
- C. There will be no lockout, not to be construed as layoff, of employees in the bargaining unit by the District as a consequence of any dispute arising during the term of this Agreement.

ARTICLE 18

DUES DEDUCTION AND FAIR SHARE

- A. The District agrees to deduct from the wages of members of the Association, who have authorized such in writing, the amount necessary for payment of membership dues to the Association.
- B. The District shall deduct an in-lieu-of-dues payment each month from the pay of each bargaining unit member, who is not a member of the Association; and, who has been employed more than 30 consecutive days. The amount of such payment shall be equal to the Association dues.
- C. The provisions of section B, above, shall not apply if an employee files a written objection to the District based on the employee's sincerely held religious objection to such payment. In such instances, the employee shall authorize a deduction from his or her pay in an amount equivalent to the in-lieu-of-dues payment. This payment is to be made to a charity mutually selected by the employee and the Association.
- D. The Association will indemnify, defend, and hold the District harmless against any and all claims made, and against any suit instituted against the District as a result of any District action taken pursuant to the provisions of this Article. Such indemnification shall include, among other possible items, any court costs and/or attorney's fees incurred by the District.
- E. The District agrees to transmit the dues deducted as indicated in section A and B to the central office of the Oregon School Employees Association. The Association and the District each agree to reimburse any monies paid or not paid in error within 30 days of notification and verification of such error.
- F. The District further agrees to advise all new employees employed in positions covered by this Agreement of the exclusive representative status of the Association.

ARTICLE 19

GENERAL PROVISIONS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. All prior agreements, conditions, practices, customs, usages and obligations are completely superseded and revoked insofar as any such prior agreement, condition, practice, custom, usage or obligation is not contained and expressed in this Agreement. The District and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter which was or might have been raised in bargaining but which is not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- B. Savings Clause. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter or legislative action, such decision shall apply only to the specific Article, section or portion thereof, directly specified in the decision; upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.
- C. Funding. This Agreement is entered into based upon the contingency that the District receives sufficient funding from state, federal, and local resources which will enable it to fund the compensation and benefits at the levels provided herein. Should these resources be inadequate, either party may reopen this Agreement for negotiations pertaining to compensation and benefits if other employee contracts in the District are opened or reopened. This Agreement does not guarantee any level of employment.

ARTICLE 20

PERSONNEL RECORDS

- A. Personnel Records. No evaluation document, disciplinary document, or complaint that reflects critically upon an employee or the employee's performance will be placed into the employee's personnel file without a copy being furnished to the affected employee. Normally, proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a statement by the supervisor that the employee has been shown the material and has refused to sign it.

After two (2) years, the employee may request materials of a negative/disciplinary nature to be removed. The District may, at its discretion, remove the material and, if so, shall notify the employee in writing.

- B. Upon request, an employee shall have the right to inspect his/her personnel records. At the request of the employee, the District shall furnish a certified copy of his/her records and charge him/her for the services at the District's prescribed rate.

ARTICLE 21

WORKSHOP/TUITION REIMBURSEMENT

These funds are intended to reimburse employees for self-initiated training activities that have been approved by their principal/supervisor. A committee consisting of up to three (3) Association members and up to three (3) District representatives shall be established to develop and annually review a set of guidelines for the equitable distribution of funds. Each party of this committee shall have an equal number of votes. In any given year, 75% of the funds available for workshop/ tuition reimbursement for classified employees shall be allocated at the beginning of the school year to tuition reimbursement and 25% allocated to workshop reimbursement.

A. Workshops:

1. The Superintendent, with the approval of employee's building principal/supervisor, may authorize the employee's attendance at educational conferences and workshops.
2. The application for attendance should be made at least ten school days prior to the date of the activity.
3. For all approved workshops or conferences, the registration fees will be paid by the District. Costs associated with lodging, meals, and travel will be refunded to the employee according to committee guidelines and upon presentation of appropriate receipts for approved expenditures. Mileage will be paid from the point of employment or home, whichever is the least.
4. If the workshop occurs during the employee's regular workday, the employee will be paid his/her regular rate of pay for that day.
5. Upon request, employees will submit a written report to the Superintendent regarding the content of the workshop or conference.

B. Tuition Reimbursement:

Classified employees desiring to complete class work or training to upgrade capabilities for their current job may be reimbursed for such tuition under the following guidelines:

1. Prior approval, using tuition reimbursement forms, must be obtained from the Superintendent.
2. The rate of reimbursement will not exceed the costs of the Clackamas Community College quarter hour rate.

3. Reimbursement, unless prepayment is requested, will be made after submission of the completed request form and grade slip showing evidence of satisfactory completion of the course.
4. Prepayment - Upon request of the employee and completion of the appropriate forms, a check will be made payable to the college. Fourteen calendar days' notice shall be required. If after receiving payment, the employee is unable to provide evidence of successful completion of the course, reimbursement to the District will be in the form of a payroll deduction.
5. An employee is limited to reimbursement for no more than 12 credits between July 1 and June 30 of any given year.

ARTICLE 22

TERM OF AGREEMENT

This Agreement shall be effective as of September 1, 2008 and shall remain in full force and effect until August 31, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 90 days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin not later than 30 days after said notice.

Notwithstanding the above, with respect to contract years 2010-2011 and 2011-12, Article 14, Salaries, and Article 15, Insurance and Other Benefits shall be subject to reopener negotiations between the parties. No other contract language shall be affected by these reopeners. Either party may initiate negotiations under these reopeners by submitting a request in writing to the other party. In the event such notice is given, reopener negotiations shall begin not later than 30 days after said notice.

OREGON SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER NO. 105

CANBY SCHOOL DISTRICT
NO. 86U

Betty Crawford, Chapter President Date

Board Chair Date

Larry Kraxberger, Negotiations Chair Date

Deborah Sommer, Superintendent Date

APPENDIX A

Classification	POSITION	LEVEL
Assistants – Instructional <i>(Non-Specialized)</i>	Instructional Assistant III	J/K
	Instructional Assistant II	H
	Instructional Assistant I	E
Assistants – ESL/ELL Programs	Instructional Assistant Bilingual – III	K
Assistants – Special Education	SLP Assistant	K/L
	Instructional Assistant III – Inclusion	J
	Instructional Assistant III – Program	J
Assistants – Child Care	Lead Childcare Assistant	J
	Childcare Assistant	H
Campus Security and Homeless	Campus Security Specialist	T
	Homeless Liaison Assistant	T
Clerks – Accounting	Accounting Clerk	P
	Accounts Payable/Receivable	P
Courier	District Courier II	K
	District Courier I	I
Custodians	Lead Custodian – High School	O
	Building Engineer	N
	Custodian II	M
	Custodian I	I
Food Service Workers	Base Kitchen Manager	M
	Head Cook	K
	Satellite Kitchen Cook II	J
	Catering Manager	J
	Satellite Kitchen Cook I	I
	Cook I	E
	Cafeteria Assistant II/Catering Assistant	C
	Cafeteria Assistant I	A
Grounds Workers	Athletic Fields	Q
	Lead Grounds	Q
	Groundskeeper I	J
Maintenance Workers	Maintenance Work/Projects Specialist	X
	Maintenance III	W
	Maintenance II	R
	Maintenance I	O
Secretaries <i>*Bilingual Secretary II/III may not be 'bumped' by a Secretary III/IV who is not bilingual.</i>	Secretary IV	O
	Secretary III-Bilingual*	M
	Secretary III	L
	Secretary II-Bilingual*	K
	Secretary II	J
Secretary I	H	
Technical Theater Specialist	Technical Theater Specialist	T
Technician	Technician III	X
	Technician II	O
Technology	Network Specialist	X
	Building Technology Specialist	O
	Technology Assistant I	H
Translation & Interpretation	Translation & Interpretation Specialist	V
Volunteer Program Specialist	Volunteer Program Specialist	M
Youth Transition / OYCC	OYCC Specialist	M

APPENDIX A-1

CANBY SCHOOL DISTRICT
2004-05 CLASSIFIED SALARY SCHEDULE

	1	2	3	4	5	6	7	8
A	8.20	8.45	8.71	8.97	9.24	9.52	9.79	10.09
B	8.45	8.71	8.97	9.24	9.52	9.79	10.09	10.39
C	8.71	8.97	9.24	9.52	9.79	10.09	10.39	10.71
D	8.97	9.24	9.52	9.79	10.09	10.39	10.71	11.03
E	9.24	9.52	9.79	10.09	10.39	10.71	11.03	11.34
F	9.52	9.79	10.09	10.39	10.71	11.03	11.34	11.68
G	9.79	10.09	10.39	10.71	11.03	11.34	11.68	12.03
H	10.09	10.39	10.71	11.03	11.34	11.68	12.03	12.41
I	10.39	10.71	11.03	11.34	11.68	12.03	12.41	12.76
J	10.71	11.03	11.34	11.68	12.03	12.41	12.76	13.15
K	11.03	11.34	11.68	12.03	12.41	12.76	13.15	13.55
L	11.34	11.68	12.03	12.41	12.76	13.15	13.55	13.95
M	11.68	12.03	12.41	12.76	13.15	13.55	13.95	14.37
N	12.03	12.41	12.76	13.15	13.55	13.95	14.37	14.81
O	12.41	12.76	13.15	13.55	13.95	14.37	14.81	15.24
P	12.76	13.15	13.55	13.95	14.37	14.81	15.24	15.69
Q	13.15	13.55	13.95	14.37	14.81	15.24	15.69	16.16
R	13.55	13.95	14.37	14.81	15.24	15.69	16.16	16.65
S	13.95	14.37	14.81	15.24	15.69	16.16	16.65	17.15
T	14.37	14.81	15.24	15.69	16.16	16.65	17.15	17.66
U	14.81	15.24	15.69	16.16	16.65	17.15	17.66	18.19
V	16.18	16.66	17.15	17.66	18.18	18.76	19.30	19.89
W	16.67	17.15	17.67	18.18	18.75	19.31	19.88	20.49
X	20.88	21.49	22.16	22.80	23.50	24.23	24.95	25.71

(For NCLB salary adjustments, see Article 14, Paragraph P.)

POSITION LEVELS:

- A Cafeteria Assistant I
- C Cafeteria Assistant II
Catering Assistant
- E Cook I
Instructional Assistant I
- H Instructional Assistant II
Secretary I
Substitute Services Clerk
Technology Assistant I
- I Courier I
Custodian I
Elementary Science Resource Clerk
Satellite Kitchen Cook I
- J Catering Manager (Step 1)
Groundskeeper I

- J Instructional Assistant III
Satellite Kitchen Cook II (AMS)
Secretary II
Technology Assistant II
- K Bilingual/Biliterate Asst. III
District Courier II
Head Cook
Secretary II-Bilingual
- L Secretary III
- M Base Kitchen Manager
Custodian II
Extended Day Program Leader
Secretary III-Bilingual
Technician I
Volunteer Program Specialist
- N Technology Assistant III
- O Lead Custodian
- O Maintenance I

- Secretary IV
Technician II
Building Technology Specialist
- P Accounting Clerk
Accounts Payable Clerk
- Q Athletic Fields Grounds
Lead Grounds
- R Maintenance II
- T Campus Security Specialist
Technical Theater Specialist
- U Technician III
- V Translation Specialist
- W Maintenance III-HVAC
Maintenance III-Lead Electrician
- X Publications Specialist
Technology Network Specialist

APPENDIX B

MEMORANDUM OF AGREEMENT
between
CANBY SCHOOL DISTRICT
and
OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER 105

As per our discussions between the Association and the District, it is agreed that any instructional assistant hired to serve as an ESL assistant will be placed at Level K on the salary schedule (bilingual classification). However, if the individual is tri-lingual and the position requires proficiency in three languages, the instructional assistant will be paid an addition five percent (5%) of the base salary for Level K (K, Step 1).

This will apply for all tri-lingual classified positions in the Canby School District and shall become effective July 1, 1996.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

/s/ R. Milena Blake
President

/s/ Stephen Miller
Superintendent

July 10, 1996
Date

7-10-1996
Date

APPENDIX C

MEMORANDUM OF UNDERSTANDING
between
CANBY SCHOOL DISTRICT
and
OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER 105

RE-EMPLOYMENT OF RETIRED EMPLOYEES

Classified employees who choose to retire under PERS guidelines during their current school year may be rehired to finish the current school year under the following conditions:

- A. Sixty (60) days notice of intent to retire and interest in completing the current contract year is required.
- B. Classified employees will be notified of whether or not they will be rehired within thirty (30) days after their application for retirement. They may withdraw that application within ten (10) days of said notification.
- C. If selected for rehire, a bargaining unit member may continue to work as an employee at the current salary for a period not to exceed the current school year.
- D. The employee will be granted holiday pay for holidays scheduled on the current school calendar.
- E. Family Care/Emergency Leave Days: Available if the employee has not already used them.
- F. Sick Leave Days: Not available with pay; however, one day per month for illness is available to the employee, less the deduction for substitute pay.
- G. Employee will be considered part of the OSEA Chapter 105 bargaining unit.
- H. This agreement does not set a precedent for future agreements.

/s/ Ruth Milena Blake
OSEA Chapter 105 Representative

November 16, 1999
Date

/s/ Deborah Sommer
District Representative

November 18, 1999
Date

APPENDIX D

MEMORANDUM OF AGREEMENT

It is hereby agreed between the District and the Canby Education Association (Teachers), Oregon School Employees Association Chapter 105 (Classified), and the Administrative/Confidential/Supervisory group that married couples who both are employed by the District may pool District contributions made on their behalf toward the purchase of the District's insurance package (i.e., medical, dental, vision, and life insurance).

It is further agreed that the amount of the District's contribution for each spouse will be based on the contract/agreement language in which the spouse is recognized. The benefits offered will be in accordance with the employee's contract/agreement subject to any restrictions as defined by the insurance carrier. Any excess costs beyond the District's required contribution or any unused portion of the District's required contribution will be processed in accordance with the provisions of the employee's contract or agreement.

It is understood that this agreement is reached in accordance with Oregon Revised Statute (ORS 279.342), the Fair Labor Standards Act (FSLA, Section 7[p][2]), and the Code of Federal Regulations (29 CFR Section 553.30[c][5]). It is also understood that no employee benefits other than insurance are impacted by this agreement.

/s/ Tony Crawford
for Canby Education Association

10-3-01
Date

/s/ Wendi L. Norred
for Oregon School Employee Association

10-10-01
Date

/s/ Deborah Sommer
for Canby School District

10-11-01
Date

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