

CONTRACT BETWEEN
WARRENTON-HAMMOND SCHOOL DISTRICT #30
AND
OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER
#170



2017-2021

CONTRACT BETWEEN

WARRENTON-HAMMOND SCHOOL DISTRICT #30

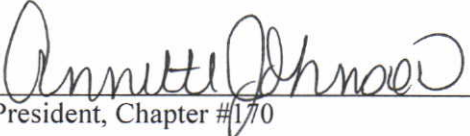
and

OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER #170

This contract is made and entered into this 14th day of 2017, by the Classified Employees of Oregon School Employees Association Chapter #170 hereinafter referred to as the "Association", and the Board of Education of School District #30 hereinafter referred to as the "Board."

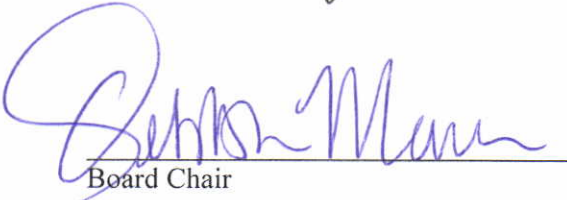
The duration of this contract shall be July 1, 2017 thru June 30, 2021.

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



President, Chapter #170

3/6/17
Date



Board Chair

3/15/17
Date



Superintendent

3/12/17
Date

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ARTICLE 1: RECOGNITION

1. The Board recognizes the “Association” as sole and exclusive bargaining representative for all regularly employed classified employees, excluding substitutes, temporary employees, confidential and supervisory employees.
2. Definitions:
 - a. Substitute: A person who temporarily replaces a regular classified employee on excused absence (sick leave, vacation, etc.).
 - b. Temporary Employee - A person hired for a specific assignment. Temporary employees exceeding 90 consecutive days shall become eligible on the 91st day for insurance benefits as provided to members of the bargaining unit. If the position becomes a regular continuing position, it shall be posted according to Article 8 (14).
3. All references to employees in this Agreement designate both sexes and wherever one or the other gender is used it shall be construed to include both female and male employees.

ARTICLE 2: 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. **Control of School System:** The executive management and administrative control of the school system and its properties and facilities;
2. **Hiring, Etc.:** Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer;
3. **Right of Assignment:** 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. **School Calendar:** The unqualified right to establish the school calendar;
5. **Services, Supplies and Equipment:** 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. **Rules and Regulations:** Adopt reasonable rules and regulations;
7. **Qualification of Employees:** Determine the qualifications of employees, including physical conditions;
8. **Location of Facilities:** Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
9. **Placement of Operations:** Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
10. **Financial Policies:** Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
11. **Size of Management:** Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization;
12. **Employee Related Policies:** 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 the 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 3: ASSOCIATION RIGHTS

1. **Use of District Facilities**: The Association shall be allowed the use of District facilities for meetings pursuant to Board policy. Arrangement shall be made in advance with the principal.
2. **Inter-school Mail**: Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as OSEA materials and contain the name of the Association person to receive it and that they are not detrimental to the District-Employee relations or defaming to any individual.
3. **Equipment/Reimbursement**: The Association shall be allowed use of such equipment as needed to provide information to the employees pursuant to District policy. The Association shall reimburse the District for materials used at a rate established by the District.
4. **Bulletin Board**: The Association shall be allowed use of bulletin board space in the staff rooms of the buildings for the purpose of communicating with its members pursuant to District policy.
5. **Time Off**: With administrative approval, Association and building representatives will be allowed reasonable time off with pay to process matters affecting employment relations, and administration of this contract.
6. **Association Leave**: The Association shall have up to twenty (20) days of release time per year to attend the state conference, workshops or meetings. The Association shall reimburse the District the full cost of the employee's(s') wages for missed time. The Association shall provide the District two weeks' notice of such leave requests. Such leave shall be taken only in whole or half day increments and no employee shall take more than five (5) days in one year. The Association shall determine which person or persons shall be granted leave.
7. **Board Meeting Agendas**: The president of OSEA Chapter #170 will be sent an agenda for regular board meetings and approved minutes, when the Superintendent sends agendas to Board members.

ARTICLE 4: PERSONNEL RECORDS

1. **Information of a Critical Nature:** The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and has refused to sign or initial such information.
2. **Inspection of Files:** Employees have the right to inspect their personnel files. Copies of all evaluations, disciplinary actions, commendations, and complaints will be given to the employee when such materials are entered into the employee's personnel file. An employee shall have the right to attach a written statement of explanation to any document being placed in the employee's personnel file.
3. **Removal of Documents:** Employees have the right to respond to any comments in the file and permanent record. An employee will have the right to indicate those documents and/or other materials in his/her file, which the employee believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent or designee and if the Superintendent or designee agrees, the document(s) will be destroyed. The decision of the Superintendent or designee is final and binding with no appeal to the Board. This provision is not subject to the grievance process.

ARTICLE 5: SEPARABILITY OF PROVISIONS

In the event that any provision of this contract shall, at any time, be declared invalid by any court of competent jurisdiction, such decision should apply only to a specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the expressed intentions of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 6: SALARY

1. **STEP ADVANCEMENT**: Eligible employees shall receive step advancement on July 1 of each year of this contract.
2. **BASE PAY**: Increases for the term of this agreement will be: 2017-18 1%, 2018-19 2%, 2019-20 2%, 2020-21 3.1%
3. **TIME SHEETS**: Employees shall keep accurate time sheets submitting them to the principal in time to meet the deadline set by the District for monthly payroll purposes.
4. **OVERTIME**: Except in the case of emergencies, employees are not authorized to work overtime without prior approval. Employees working non-emergency overtime without prior approval shall be subject to discipline.
5. **CLOSURE DAYS**: Employees who are required to report to work by the District on school closure days, shall be paid for a minimum of two hours or actual time worked, whichever is greater, when approved by the Superintendent.
6. **PAYCHECK DATES/DELIVERY**: Classified employees are to receive their paychecks in accordance with Board policy. Employees shall have the opportunity for direct mail deposit of their checks. Each fiscal year, prior to September 30, employees will have the opportunity to sign up or cancel direct deposit for the period October through September.
7. **TEMPORARY REPLACEMENTS**: An employee in the bargaining unit who is requested to temporarily replace another employee in a higher classification for more than five (5) consecutive working days shall be compensated at the step that causes the employee's salary to be equal to an amount at least one step above the rate at the employee's regular classification step.
8. **PROMOTIONS**: When an employee is promoted to a new position involving new duties with greater responsibility, this shall be accomplished by moving the affected employee to the comparable hourly rate in the new classification, which would be equal to at least one-step advancement in the old classification.
9. **IN-SERVICE**: The District will pay classified employees for in-service meetings at their hourly rate when attendance is required by the District. The District agrees that all classified employees required to attend in-service meetings will be notified in writing.
10. **OYA**: At the time of hire or assignment employees working on site at OYA shall be paid an additional \$.50 per hour for hours worked at OYA.

ARTICLE 7: GRIEVANCE PROCEDURES

1. **Definition of Grievance:** For the purpose of this Agreement, grievance is defined as an allegation by a member of the bargaining unit, group within the bargaining unit, or the Association that there has been a violation of one or more specific provisions of the collective bargaining agreement.

Definition of Grievant: Grievant shall mean either (1) a member of the bargaining unit, (2) a group within the bargaining unit, or (3) the Association. Working days shall be defined as days the District office is open for business.

2. **Lowest Level:** Every effort will be made to settle grievances at the lowest level of the grievance procedure.
3. **Representation:** The grievant may have representation at all steps of the procedure.
4. **No Reprisal:** There will be no restraint, interference, discrimination, or reprisal exerted on an employee concerned with the resolution of a grievance.
5. **Processing of Grievances:** Grievances will be processed in the following manner and within the stated time limits:

Step 1 The grievant shall promptly attempt to resolve the grievance informally with the principal/supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the principal/supervisor. If the grievant does not submit his/her grievance to the principal/supervisor in writing in accordance with Step 1 within 15 (fifteen) working days after the facts upon which the grievance is based first occur or first become known to the grievant, the grievance will be deemed waived. The principal/supervisor will reply in writing to the grievant within ten (10) working days after receipt of the written grievance.

Step 2 If the grievance is not resolved at Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievant may file the grievance in writing to the Superintendent within ten (10) working days after receipt of the principal's written answer. The written grievance shall give a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. The Superintendent or designee shall thoroughly review the grievance, meet with the grievant, and give a written answer to the grievant no later than ten (10) working days after the receipt of the written grievance.

Step 3 If the decision at Step 2 is not acceptable, the grievant may request a hearing with the Board within ten (10) working days after receipt of the Superintendent's decision.

- a. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward them to the Board.
- b. Upon receipt of the grievance, a meeting will be scheduled with the Board for review within ten (10) days. The actual scheduling of the meeting will be within those ten (10) days. The meeting itself may fall outside the ten (10) days.

- c. Nothing stated herein shall deprive the employee of his/her right to be represented by the Association or counsel of the grievant's choosing before the Board.
- d. The Board shall give a written answer to the grievant no later than ten (10) working days after concluding the hearing with a copy going to all parties.

Step 4 Grievances unacceptable at Step 3 may be appealed to arbitration provided:

- a. Written notice of the request for arbitration is made to the Superintendent within ten (10) working days of receipt of the Board's answer in Step 3.
- b. The issue must involve the interpretation or meaning of this Agreement.

Selection of Arbitrators: When a timely request has been made for arbitration, the parties shall within ten (10) working days request the Employee Relations Board to submit a list of five (5) arbitrators. When the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

Authority of Arbitrator: The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a decision. The arbitrator shall have no power to advise on salary adjustments, except as the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for the Board in any manner not specifically contracted away by the Board. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

- 6. **Closed Meetings:** Grievance meetings and hearings will be closed, unless both parties agree otherwise or unless otherwise required to be open by public meetings laws.
- 7. **Filing of Grievance Materials:** Grievance material will be filed separately from the grievant's personnel file.
- 8. **Costs:** Each party shall bear all cost of producing their own witnesses, preparation of exhibits and other materials to include the production of a record or transcript of the proceeding unless such record or transcript is desired by both parties. The fee and expenses of the arbitrator and the cost of the hearing room shall be borne equally by both parties.
- 9. **Board Policy:** Grievances involving Board policy or administrative action not covered by this Agreement will go directly to the Board and are not arbitrable.

ARTICLE 8: BENEFITS AND MISCELLANEOUS

1. **HOLIDAY PAY:** The parties mutually agree to the following conditions and stipulations in applying the holiday pay language:

a. **Eligibility:** To be eligible for a paid holiday the holiday must fall within that employees work year and the employee must have been in a pay status on his/her scheduled work day prior to and his/her scheduled workday following the holiday. The work year for all less than 12 month employees is defined as that period between the start of the school year and the beginning of the winter break; and from the date of scheduled return from Winter break to the last day of school. The work year for 12-month employees is in fact the calendar year.

b. **Pay Status:** Pay status shall be defined as either scheduled to work and worked or scheduled to work and on an approved paid absence (such as sick leave, vacation, paid leave of absence, etc.).

c. **Less than 12 Month Employees:** Employees working less than 12 months normally receive the following paid holidays subject to school calendar changes:

- | | |
|----------------------------|-----------------|
| Veteran's Day | President's Day |
| Thanksgiving Day | Memorial Day |
| Day after Thanksgiving Day | Christmas Day |

Labor Day/Independence Day: Employees who are regularly scheduled to work the week before and the week after Labor Day and/or Independence Day will have Labor Day and/or Independence Day as paid holidays.

d. **12-Month Employees:** 12-month employees (employees regularly scheduled to work every week of the year) receive the following paid holidays in accordance with Article 8.

- | | |
|------------------------|------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | December 24 (1/2 Day) |
| Independence Day | Christmas Day |
| Labor Day | |

2. **VACATION TIME:** Vacation time is only earned by 12-month employees in the bargaining unit and shall be granted as indicated below. Less than 8 hour, 12-month employees shall receive for each paid vacation day the same number of hours as their regular daily assignment.

0 to One Year of Service - prorated to 5 days per year based on length of service to July 1 after hire date.

- One Year of Employment..... 5 days per year
- Two - Seven Years..... 10 days per year
- Eight - Fourteen Years..... 15 days per year
- Fifteen Years..... 20 days per year

a. **Scheduled in Advance:** Use of vacation days must be scheduled in advance.

- b. **No Rollover:** Vacation time earned and not used by June 30 in the year, which the vacation was earned, shall be forfeited unless the District was unable to provide the affected employee such time off because of operational needs. Unused vacation time shall be scheduled no later than May 15, annually. The principal or Superintendent and employee must mutually agree upon the designated time. In this event the District shall allow the employee to carry forth the unused vacation time to the following year.
- c. **Hourly Blocks:** Vacation time may be taken in hourly blocks but not less than two hours.
- b. **Computation of Vacation Time:** For the purpose of computing vacation time, consecutive years of service within the District shall be measured from an employee's first date of hire with the District in the bargaining unit, regardless of the number of months the employee was scheduled to work during part-time employment.
- c. **Fiscal Year Defined:** As used in this section, a year is defined as a fiscal year - July 1 to June 30.

3. **INSURANCE:**

- a. **Life Insurance:** The District will pay for \$20,000 term life insurance for the employee only, with a provision for a dependency pick-up at the employee's expense.
- b. **Post 1991 Employees:** All employees hired after July 1, 1991 shall continue to receive the below mentioned benefits for medical, optical and life insurance based on the following prorating schedule. Employees shall pay the difference between their actual premium and the District's contribution by way of a payroll deduction.

<u>Assigned Daily Hours</u>	<u>District Contribution</u>
6.5 hours or more	Full family paid
More than 4 hours-but less than 6.5 hours	3/4 family paid
4 hours	1/2 family paid
Less than 4 hours	No benefit

- c. **Insurance Premium:** For the 2017-19 contract years will be per the attached MOA. The District and OSEA will meet prior to the expiration of this MOA to establish insurance plans and premiums in compliance with Article 8 Section 3(d).
- d. **"Me Too Clause":** Should the District agree to a greater contribution to insurance for full-time licensed bargaining unit, the full time classified insurance contribution shall be increased to the same amount. Similarly, should the District agree to an opt-out (as defined by O.E.BB., opting out of all health coverages including medical, dental, orthodontia and vision) provision in the licensed collective bargaining agreement, the classified bargaining unit shall be granted the same provision subject to the proration outlined above by daily hours.
- e. **Employee Assistance Program (EAP):** The District shall provide an EAP at no cost to the employee.
 - i. The level of service shall be determined by the district.

- f. **Opt-out:** The district will contribute up to \$450 per month to a VEBA account for employees choosing to opt out of district provided insurance based on the proration in Article 8 Section 3 (b).

- 4. **MEALS, TRAVEL, AND REGISTRATION COSTS:** Receipts for pre-approved reimbursement shall include a cash register or credit card receipt. Pre-approved meals and travel for District related business will be reimbursable at the same rates as provided for other employee groups of the District. In the event those rates change during the life of this agreement, the change will also apply to the classified employees. Current rates will be available upon request. Registration fees for required in service will be paid by the District.
- 5. **BEREAVEMENT LEAVE:** Up to three days bereavement leave shall be granted for death in the immediate family. Immediate family is interpreted as extending to persons living in the immediate household or bearing the relationship of (step-) daughter, (step-) son, (step-) brother, (step-) sister, (step-) parents, sister- or brother-in-law, parent-in-law, son- or daughter-in-law, or grandparents. In the event of extenuating circumstances an unpaid extension may be granted by the Superintendent.
- 6. **FLEXIBLE LEAVE:** Each employee will be granted two flexible leave days to use at their discretion. Employees who have completed eight (8) years of service with the district will be granted four flexible leave days. The employee shall provide at least seven (7) days advance notice and not more than one employee of each department/school shall exercise a flexible leave day at one time unless agreed to by the Superintendent. At the end of each year, unused flexible leave days (hours) shall be compensated to the employee at the hourly rate of each employee.

There will be no conditions or requirements for the leave and seniority will determine any dispute.

7. **EXTENDED LEAVE:**

- a. **Requirements and Procedures:** Leave without pay up to one (1) year may be granted by the District. The application shall be in writing and include the reasons for the leave request. Leave extensions may be granted by the District; however, such leave approvals shall not be precedence setting, but based on each individual case. An employee on unpaid leave shall pay his/her own insurance premiums while on leave, if he/she desires to retain such coverage during the leave. An employee returning to work prior to the 15th day of the month will begin receiving benefits the first day of the subsequent month. An employee who returns to work the 15th day of the month or later will not begin receiving benefits until the following month after the employee's return to work.

Example: If employee returns to work February 14th, then employee's benefits begin March 1st. If employee returns to work February 16th, employee's benefits begin April 1st.

- b. **Required Notification:** An employee on unpaid leave must notify the Superintendent at least thirty (30) days prior to the end of the leave of their intent to return to work on the date approved in the original leave request.
- c. **Reinstatement:** At the expiration of an unpaid leave, the employee shall be reinstated to the position held before the leave or a similar position without loss of employment rights.

- d. **Restoration of Benefits:** All benefits to which the employee was entitled at the time of the unpaid leave commenced shall be fully restored upon return, including seniority and unused sick leave.
8. **SICK LEAVE:** Sick leave shall be in conformance with ORS 332.507. Each employee shall be credited with ten (10) work days at full pay per year or one (1) work day per month worked, whichever is greater. Up to 40 hours of earned "Sick Leave" or the entire amount earned per year, whichever is less, may be used in a manner equivalent to the minimum requirements of OR Ch.537, 2015 to include qualifying absences; regular rate of pay, conditions of notice; documentation; and employment protections as specified in OR Ch. 537, 2015 Sections 2 through 16 and OAR 839-007-0055.
- a. **Immediate Family Member Illness:** An employee may use up to three (3) days of sick leave (per occasion) in the event of an ill immediate family member.
 - b. **Hourly Increments:** Sick leave may be used in hourly increments.
 - c. **Sick Leave Donations:** In the event an employee exhausts his/her sick leave due to serious injury or illness other employees shall be allowed to donate days to that persons sick leave account for his/her use. Such donation shall be limited to two (2) days per donor per fiscal year.
 - d. **Use of Sick Leave for Disability/Pregnancy:** Employees will be allowed to use previously accumulated sick leave days for disability due to pregnancy.
9. **OFLA:** The District acknowledges the provisions of the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Accrued sick leave may be used and shall run concurrently with any granted FMLA or OFLA leave. Employees are cautioned to ensure they have adequate sick leave remaining to cover any non-FMLA/OFLA condition that may occur after their return from FMLA/OFLA leave. An employee returning to work following a leave other than OFLA/FMLA, prior to the 15th day of the month, will begin receiving benefits the first day of the subsequent month. An employee who returns to work the 15th day of the month or later will not begin receiving benefits until the following month after the employee's return to work.
- Example: If employee returns to work February 14th, then employee's benefits begin March 1st. If employee returns to work February 16th, employee's benefits begin April 1st.
10. **DISABILITY LEAVE:** Leave for injury, when such injury is job-related, will be administered in accordance to Oregon Revised Statutes.
11. **JURY DUTY:** If an employee is asked to appear for jury duty or as a witness in court for a case where the employee is a disinterested party, the Superintendent shall authorize such absence without loss of pay for the period of required service, provided that:
- a. **Notice Required:** A copy of the jury notice/subpoena is filed with the Superintendent.
 - b. **Compensation:** The employee may retain any compensation and mileage related to jury duty.

- c. **Excusal from Jury Duty:** Upon being excused from jury duty or appearance as a witness during any work day, the employee shall report to their supervisor for possible assignment for the remainder of work day.
- d. **Other Court Appearances:** Jury or witness duty leave identified in this section shall not apply when an employee is involved as a litigant for personal reasons, or any litigation, grievance, or the like that is filed by or in behalf of the Association against the District.
- e. **Petition for Release:** The District reserves the right to request that an employee called for jury duty petition the court for release from jury duty. The District reserves the right to petition to have the employee exempted from jury or witness services, if the District feels that the employee's absence in an emergency situation would create hardship for the District.

12. **MAIL DELIVERY:** If the District requires an employee to perform the mail delivery service, the employee will be paid for actual time at the employee's code and step.

13. **SUBSTITUTES:** In the event of illness, a substitute may be hired to replace any employee covered under this Agreement.

14. **OPENINGS**

- a. **Posting Periods:** All classified job openings will be posted five (5) days prior to filling the position. During the regular school year, such postings will be placed in the District office and each staff room. During the summer, postings will be placed in the District office.
- b. **Delivery to Association:** All job openings, when posted, will be sent to the Association President.
- c. **Summer Notification:** The District will send job openings to any employee interested in other positions which may occur over the summer and who leaves written request and address at the end of the school year. All classified job openings will be emailed to all classified employees via their district email address. The provision is not subject to the grievance process.
- d. **Consideration for District Employees:** When qualifications in filling a position are equal, as determined by the District, in-District employees who make application will be given first consideration. In the event two or more in-District employees are determined to be equally the most qualified, the most senior will be selected for the vacant position. In this respect, it is agreed that the Superintendent will be available, by appointment, to review a members' current qualifications.

15. **LUNCH/REST BREAKS:**

- a. **Lunch and Breaks:** Each employee shall receive breaks and lunch periods in accordance with BOLI rules which currently allow the following:

Length of Work Period	Breaks	Meals
2 hours or less	0	0
2 hours 1 min – 5 hours 59 mins	1	0
6 hours	1	1
6 hours 1 min – 10 hours	2	1
10 hours 1 min – 13 hours 50 mins	3	1

- b. **Lunch:** Employees who qualify as stated above shall receive an uninterrupted unpaid lunch period of at least one-half hour, scheduled as closely as possible to the halfway point of the work day, as approved by the principal.

16. **PROBATIONARY PERIOD:**

- a. **Six (6) Month Probation:** Employees newly hired by the District shall serve up to a six (6) month probationary period.
 - 1. Prior to the end of the probationary period the employee shall have a written evaluation.
 - 2. During this period the District may terminate, transfer, or otherwise modify the probationary employee's work assignment for any reason deemed sufficient by the District.
 - 3. Employees who successfully complete this probationary period will be considered regularly employed classified employees.
- b. **3 Month Review:** If requested by the employee or supervisor, a 3-month review conference shall be conducted.
- c. **Voluntary Transfers:** District employees who voluntarily transfer from one classification/position to another shall serve a ninety (90) working day probationary period.
 - 1. During this period, these employees may be returned to their former classification/position (provided the former position exists), at the previously negotiated salary for the former position. This language is not applicable under layoff/bumping situations.
 - 2. In the event the former position does not exist the employee will go to the layoff list. This language is not applicable under layoff/bumping.

ARTICLE 9: STRIKE/LOCKOUT

- 1. During the term of this Agreement, the Association and classified employees covered herein will not initiate, cause, permit, participate in or join in any strike, work stoppage, or slowdown.
- 2. During the term of this Agreement, there will be no lockout by the District of employees covered herein.

ARTICLE 10: EMERGENCY CLOSURE

When schools are closed to students because of inclement weather or other reasons of an emergency nature, the following procedures will be implemented:

- 1. Employees having FLEX days available may use FLEX days when there is an emergency closure. After FLEX days have been used for such purpose, all other absences for emergency closures shall be unpaid.
- 2. Food service, instructional assistant and transportation employees will be contacted by their immediate supervisor or an automated alert system prior to the time they normally leave for work and informed if they are to report to work.

ARTICLE 11: SENIORITY/LAYOFF/RECALL

1. **Seniority:** Seniority shall be defined as the total length of continuous service as a classified employee within the District. For accounting purposes, all authorized paid leave shall be computed as time worked. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff.
 - a. Seniority shall be based on the date an employee is offered and accepts a position as the determined by the date on the personnel action form.
 - b. The District will provide timely notification to OSEA Chapter #170 when two or more employees are hired on the same date.
 - c. In the event two or more employees have the same hiring date the District and OSEA Chapter #170 shall be responsible for drawing lots to determine seniority ranking.
 - i. Employees will be given timely notice of the time and place of the draw and the impact of the attendance on seniority ranking.
 - ii. Employees who attend the draw will select first and be ranked higher in seniority than those employees who do not attend.
 - iii. The designated OSEA representative will draw for those Employees who do not attend.
 - iv. The methodology of the draw shall be determined prior to the actual date of the draw.
 - d. The District and OSEA Chapter #170 will ensure the draw is held no later the end of the September of each school year or within 90 days of the date of hire if the hiring occurs prior to March.
 - e. This provision will not be subject to the grievance process.

2. **Layoff:** In the event the District in its discretion, determines that a reduction in force is appropriate, employees will be laid off in the reverse order of their District seniority; within the job classification(s) affected by the layoff. Laid off employees shall be informed in writing five working days in advance. Within ten (10) working days of receiving a layoff notice employees so laid off may "bump" or displace employees working in an equal or lower paying classification(s) in which the employee has worked previously if the following conditions are met:
 - a. The laid off employees must provide the District with a written request to bump and specify the class or classifications to which he/she wishes to bump.
 - b. The employees proposing to bump must have greater District seniority than the least senior employees working in the classification to which he/she proposes to bump.
 - c. The employees must be fully qualified as determined by the District to perform the work in the classification to which he/she proposes to bump.
 - d. In a bumping situation, no employee shall be permitted to improve his or her hours at the expense of another employee. (i.e., a less than full time employee cannot bump a full time employee).
 - e. Employees on lay off may continue their insurance benefits if allowed by the insurance carrier (under COBRA) by paying the full premium to the District office by the 1st of each month.