

**COLLECTIVE
BARGAINING
AGREEMENT**

Between

**CORBETT SCHOOL DISTRICT #39
and
CORBETT ASSOCIATION OF
CLASSIFIED EMPLOYEES**

2020-2023

TABLE OF CONTENTS

Article 1	Preamble.....	1
Article 2	Recognition	2
Article 3	Management Rights	4
Article 4	Association Rights and Privileges.....	6
Article 5	Personnel Files.....	8
Article 6	Personal Life	9
Article 7	Grievance Procedure.....	10
Article 8	Discipline/Dismissal.....	14
Article 9	Employee Working Conditions.....	16
Article 10	Employee Evaluation.....	20
Article 11	Unpaid Leaves of Absence.....	21
Article 12	Paid Leaves of Absence.....	22
Article 13	Vacation	27
Article 14	Holidays.....	28
Article 15	Compensation and Payroll Deductions	29
Article 16	Association Dues Deductions	33
Article 17	Fringe Benefits	35
Article 18	Inclement Weather	39
Article 19	Reduction in Force	41
Article 20	Strikes	44
Article 21	Separability of Provisions	45
Article 22	Reduction in Hours	46
Article 23	Early Retirement.....	47
Article 24	Complaint Procedure.....	48
Article 25	Term of Agreement	50
Appendix A1-3	Salary Schedule 2020-2023	51
	MOU – Sick Leave Bank.....	52

ARTICLE 1

PREAMBLE

A. Names of the Parties

This Agreement is entered into between the Board of Directors on behalf of the Corbett School District, herein referred to as the "Board" or "District," and the Corbett Association of Classified Employees, herein referred to as the "Association," affiliated with the Oregon Association of Classified Employees/NEA. Bargaining unit employees will herein be referred to as "employees."

B. Intent

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

C. Modification

This Agreement shall not be modified except by written mutual agreement between the Association and the District.

ARTICLE 2
RECOGNITION

A. Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all regular classified employees, except those specifically excluded.

B. Exclusions

Specifically excluded from this contract are all supervisory and confidential employees, part-time employees, temporary employees, substitute employees, and student workers.

1. For purposes of this Agreement, part-time employees are defined as those hired during the summer months and who work eight (8) hours per day or forty (40) hours per week for no more than twelve consecutive weeks.
2. Temporary employees are defined as those hired for a special assignment or project for not more than ninety (90) workdays.
3. Substitute employees are defined as those hired to temporarily replace bargaining unit employees who are on an approved paid or unpaid leave of absence.

C. Rehired-Retirees

All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re- employed unit members, except those rights and/or benefits expressly set forth below as exclusions.

1. Employees who retire from the Corbett School District and who are subsequently re-hired will be employed under the following conditions:
 - a) Rehired Retirees will be employed for up to one year. The parties may mutually agree to extend the timeline for individual employees
 - b) Placement on the salary schedule will comply with the negotiated salary schedule.
 - c) Employees will receive insurance coverage in accordance with Article 17

- d) Members will receive one day of paid sick leave per contract month (cumulative) at the beginning of service period.
- e) Employees will not be provided with paid holidays or personal leave days.
- f) Employees will not be eligible for the Sick Leave Donation Program.
- g) The employee will be fully responsible for completing all retirement arrangements with PERS including the date of retirement, retirement options etc.
- h) The District will not be responsible for monitoring work hours to ensure that the retired and then rehired employee does not exceed PERS or Social Security (FICA) limits. Furthermore, the District will not pay or incur any financial liability should the employee exceed PERs or FICA limits.

ARTICLE 3
MANAGEMENT RIGHTS

- A. The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way part of it.
- B. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:
 - 1. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 - 2. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of the employees for promotion to supervisory, management or administrative positions.
 - 3. The maintenance of discipline and control and use of the school system property and facilities.
 - 4. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - 5. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 - 6. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, or discipline, or transfer employees.
 - 7. The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons not in conflict with this Agreement.
 - 8. The creation, combination, modification or elimination of any position.
 - 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

10. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities.
 11. The right to establish and revise the school calendar, establish hours of employment, to schedule and assign work loads not in conflict with this Agreement.
- C. Nothing in this Agreement shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

A. Facilities and Equipment

The Association shall be allowed to use District facilities for meetings and use such office equipment as required to provide duplicated materials to the employees. The use of such facilities and/or equipment shall not conflict with normal District use, as determined by the building administrator and/or superintendent. The Association will provide all materials and supplies incidental to such use. The Association will reimburse the District for costs incurred by such use.

B. Bulletin Boards

Space on existing bulletin boards may be utilized for posting Association notices. The Association president shall be responsible for maintaining the bulletin board in a neat and orderly condition.

C. Meetings

Whenever the District schedules negotiations, grievance proceedings or other meetings during working hours, any employee who is required to participate or is called as a witness by either party shall suffer no loss in pay.

D. Minutes

A copy of the agenda and minutes for any regularly scheduled board meeting shall be given to the Association at the same time such material is prepared and sent to the board members.

E. Mail Service

The Association has the right to use the District mail service (including email) for distribution of communications to members of its bargaining unit. The Association agrees to hold the District harmless from any liability for having permitted this use of the District mail service.

F. Association Leave

Up to ten (10) days of Association leave shall be granted with no salary deduction each year upon request from the Association president. The president shall allocate the ten (10) days as he/she deems appropriate. The superintendent may grant additional leave upon request.

G. Right To Information

1. The District agrees to provide the Association all information necessary for its functioning as the exclusive bargaining representative.
2. By November 1 of each year, the District shall provide to the OEA an electronic database of each employee in the bargaining unit (both active and non-members) that includes first date of service, FTE, classification or title, PERs classification, worksite, position on the salary schedule, and residential address. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.

ARTICLE 5

PERSONNEL FILES

- A. Each employee shall have the right, upon request, to review the contents of his/her own personnel file exclusive of references/placement files received prior to the date of employment by this District.
- B. At the request of the employee, the District shall furnish a copy of such records. The employee will reimburse the District for the actual cost of providing this service.
- C. The employee shall have the right to make a written statement relating to any evaluation, reprimand, or other document relating to District job performance placed in the personnel file. Such employee statement shall be attached to the document.
- D. All employee files, including personnel, working, and investigatory files, shall be considered confidential and open to inspection only by the member, representatives of the District who have a legitimate need for information in order to perform administrative functions, or representatives designated in writing by the member. Additionally, access to those records shall be permitted only in accordance with state and federal law.
- E. The employee has the right to request the Superintendent to remove any letters of warning or reprimand from the personnel file after three years, provided that no subsequent such entries have been made into that file. The decision of the Superintendent is final and binding.
- F. There shall be one official personnel file for each employee. The District may establish a separate file for each employee for payroll information. An employee's immediate supervisor may maintain a working file that is not part of the personnel file.

The contents of the working file shall be considered a confidential file and will be available to the employee or designee, his or her supervisor, or Superintendent, upon request of the designated party. The employee may include a response to any item in the working file. Upon request from the employee, the building Principal/designee will provide a copy of any materials in the working file. An employee may request deletion of any contents of the working file at the end of three (3) years after being placed in the working file and the principal will respond to the request with reasons for his/her decision. The working file shall be secure and accessible for employees to review and respond.

- G. The employee will be asked to sign all evaluations, written reprimands, notices of suspension, demotion, or dismissal before they are placed in the official personnel file. If the employee refuses to sign, the supervisor will so note that refusal on the document prior to its inclusion in the file. A copy of the document noting the refusal will be given to the employee.

ARTICLE 6
PERSONAL LIFE

The personal life of an employee will not be a concern of the District unless it adversely affects his/her fitness for or performance of his/her duties or his/her role as an employee in the District. In such instances, employees shall be advised of the reasons why the District believes his/her personal life is affecting his/her role as an employee and the possibility of disciplinary action if such conduct continues.

No such prior warning is required where the employee's personal life activities pose a threat to the health and safety of students or other District personnel.

ARTICLE 7
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee, groups of employees, or the Association that there has been a violation of any provision(s) of this Agreement.
2. The term "days" in this article means District workdays. If a grievance is filed on or after the last student day, the term "days" means calendar days.
3. The term "grievant" means the person or persons who has the grievance and is presenting the complaint.

B. General Procedures

1. Grievances should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure. During the summer either party may extend the time limits of this procedure if either party deems it necessary and will do so by giving written notice to the other party and discuss the need for the extension with the other party.
2. Failure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by the District to respond to a grievance within the stated timelines at any level shall be deemed a denial of the grievance and permits the grievant to appeal to the next step.
3. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
4. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
5. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

6. The processing of all grievances shall be on forms provided by the District.
7. The grievant may be represented by any person of his/her choice at any stage of the grievance procedure.
8. Subject to requirements of the open meeting law, all meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives. All parties will process grievances after their regular workday or at other times which do not interfere with assigned duties.

C. Grievance Procedure

1. Step One - Informal and Formal

In the event an employee believes that he/she has a grievance, he/she shall discuss the matter with his/her immediate supervisor or the administrator responsible for the issue within ten (10) days of the occurrence of the event, or within ten (10) days of when he/she should have reasonably known that such an event occurred, with the objective of resolving the matter informally.

If not satisfied with the supervisor's informal response, the grievant(s) may file a written grievance with his/her supervisor within five (5) days of the informal discussion. The written grievance shall cite the contractual provisions alleged to have been violated and the requested remedy. The supervisor shall render his/her decision in writing within five (5) days of receiving the written grievance.

2. Step Two - Superintendent

If the grievant is not satisfied with the disposition of the grievance at Step Two, the written grievance may be submitted to the Superintendent within five (5) days of receipt of the Step Two response. The Superintendent shall meet with the grievant within ten (10) days of receiving the written grievance. The Superintendent shall render his/her decision in writing within five (5) days of the meeting.

3. Step Three - Board

If the grievant is not satisfied with the disposition of the grievance at Step Three, the written grievance may be submitted to the Board through the Superintendent within seven (7) days of receipt of the Step Three response. The Superintendent shall also attach all related papers and forward them to the Board. The Board shall schedule a hearing on the

grievance within twenty (20) days of receiving the appeal from Step Three. The Board shall render its decision in writing within ten (10) days following the hearing.

4. Step Four - Arbitration

If the grievant is not satisfied with the decision rendered at Step Three, he/she shall, within five (5) days of the receipt of the Board's decision, make a request in writing to the president of the Association that the grievance be submitted to binding arbitration.

If the Association chooses to submit the matter of arbitration, it shall so notify the Superintendent within five (5) days from the date of receiving the request for arbitration and shall request that the Employment Relations Board submit to the Association and the Superintendent a list of five arbitrators.

Within ten (10) days from the receipt of the list from the Employment Relations Board, the Superintendent or his/her designee, and the president of the Association or his/her designee shall meet to select an arbitrator.

If the parties cannot mutually agree on an arbitrator from the list submitted, they shall alternately strike the name of an arbitrator from the list until one name remains. That person shall be the arbitrator.

In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association. The arbitrator shall also be bound by the rules of the American Arbitration Association in conducting the hearing and rendering his/her decision, provided that he/she shall not have the power or authority to amend, modify, alter, add to, or subtract from this Agreement. The arbitrator shall be without authority to substitute his/her judgment for that of the District's in any matter not specifically contracted away by a provision of this Agreement.

The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusion on the issues submitted.

A lawful decision of the arbitrator within his/her authority shall be final and binding on the parties, and they shall share equally in the cost of the arbitrator's fee and expenses.

D. Non-Reprisal

Neither the Association nor the District shall take any reprisal(s) against any person or agency as a result of the exercise of his/her rights under this article.

E. Grievance Files

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file. A brief statement of the grievance and its resolution may be placed in the employee's personnel file.

F. Board Action

The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, subject, however, to a final decision regarding the grievance.

ARTICLE 8

DISCIPLINE/DISMISSAL

A. Just Cause

No member in the bargaining unit shall be disciplined, reprimanded, reduced in rank or basic salary, or dismissed without just cause. All information forming the basis for disciplinary action will be made available to the member and the Local Association (CACE) at the member's request. Any violation of this provision may be used as a basis for grievance. Just cause rights for dismissal will begin for new employees after seven (7) months of employment with the District.

B. Dismissal because of unacceptable job performance will be initiated only after a review of the employee's job performance with his/her supervisor. The employee will be given written suggestions for improving performance and will be given a reasonable period of time, determined by the District, in which to improve. If the employee has not improved to the District's satisfaction, the District may take further action, as it deems appropriate.

C. An employee shall be: a) notified at least twenty-four (24) hours in advance, b) informed of the topic to be discussed, and c) entitled to representation prior to any investigatory meeting which the employee reasonably believes may lead to discipline. An employee shall be informed of the topic in advance and entitled to representation. An employee shall be entitled to have present a representative of the Association during any investigatory meeting which the employee reasonably believes may lead to discipline and during any meeting at which disciplinary action (written reprimand, suspension, demotion, or recommendation for dismissal) is to be taken. The request for representation shall not delay either the meeting more than 48 hours.

D. Prior to discipline such as reprimands, reduction in rank or basic salary or dismissal, the following procedure will be used:

1. The employee will be informed of the basis(es) for the disciplinary action or recommendation of dismissal.
2. The employee will be given the opportunity to discuss the matter with the Superintendent (in case of dismissal or paid or unpaid suspension) or supervisor/principal (in case of written reprimand) and refute the charge(s). The employee may be accompanied and represented by anyone of his/her choosing.

3. The Superintendent shall give the employee written notice of his/her decision together with the reason(s) for such action.
-
- E. In case of imminent hazard or threat to employees and/or students, an employee may be immediately placed on paid administrative leave pending the completion of the District's investigation. The employee will be notified of the reasons for administrative leave and of a date and time to meet with the Superintendent regarding the investigation. When meeting with Superintendent, the procedures in this article will be followed.

ARTICLE 9

EMPLOYEE WORKING CONDITIONS

A. Workweek

The workweek will be up to forty (40) hours within seven consecutive days commencing Sunday 12:01 a.m. and ending Saturday 11:59 p.m.

B. Workday

The workday for employees will be according to District needs as assigned by the Superintendent or his/her designee.

C. Lunch Period

Each classified employee shall receive an uninterrupted non-paid lunch period of at least one-half (1/2) hour. Such time will be scheduled by the employee's immediate supervisor.

D. Overtime

Overtime hours shall be paid at the rate of time and one-half (1.5) of the employee's regular hourly wage for working excess of forty (40) hours within the workweek as defined in paragraph A above. As an alternative, the District and affected employee(s) may mutually agree to time off in lieu of overtime pay at the rate of one and one-half (1.5) hours off for each hour of overtime worked. Overtime may only be worked with the prior approval of the employee's supervisor. All overtime worked must be recorded on the appropriate District form.

E. Safety

All employees shall report to the Superintendent any District facility, equipment or other condition that creates an unsafe work situation. The Superintendent will review the concern and determine whether the concern needs to be investigated. The Superintendent will report back to the employee when a determination has been made concerning the employee's report.

The District agrees to provide a copy of the Oregon Administrative Rules (OAR 581-053-0010) which govern riding in school busses and school activity vehicles to all staff and students at the beginning of each school year. In the event an employee experiences a violation of these rules, the employee may request a

meeting between the Transportation Supervisor and the involved parties to discuss expectations.

F. Vacancies

1. When a vacancy or new position is to be filled, the job opening shall be posted in all buildings where employees in the bargaining unit are normally working and the posting will be sent to the Association president. The notice of vacancy shall include the qualifications for the job and the application procedures. The posting shall be at least ten (10) days prior to the closing of the open position. Any employee may apply for a vacancy.
2. Whenever vacancies occur during the normal summer months, the following procedures shall be followed:
 - a. Employees with specific interests in possible vacancies will notify the administrative office of their interest in writing by May 31 and shall include a summer address.
 - b. The employees that have expressed an interest shall be notified at the time of the posting of the vacancy and when possible by telephone.
3. All employees requesting a transfer to a vacancy or new position shall be notified in writing in a timely manner whether their request for transfer was granted. The employee may speak to the supervisor making the selection about the reasons for the decision.

G. Assignments and Job Descriptions

1. Each new employee shall receive a notice of assignments to a position, including the class, step, hours, days per year worked, starting and ending dates, and benefits available. In case a new classification is created, the Association President will be provided, in writing, with a job description (if available) and a proposed wage rate. The President shall respond within 14 days if the Association is demanding to bargain the wage rate, in which case the expedited bargaining procedures of ORS 243.698 will apply. In case bargaining is demanded by the Association, the District may fill the position and pay at the proposed rate, but any later-negotiated higher pay rate may be paid retroactively to the date of the demand to bargain, if such is agreed to by the parties.
2. All newly appointed employees will be assigned to their specific positions, which positions will be within the class and step for which the employee has been appointed in accordance with the provisions in Appendix A Salary Schedule.

3. Every employee will receive a job description at the time of hire and thereafter whenever the job description is changed. The job description will outline the major duties and responsibilities of the position. The Association President will receive a copy of any new or changed job description within one week prior to implementation.
4. If the District makes significant changes in the duties and responsibilities assigned to a position, the wages for that position shall be subject to negotiation upon the request of the Association. Notice of significant changes in the duties of a position shall be given, in writing, to the Association President as soon as the Superintendent has reason to know duties need to be modified.

H. Reclassification

1. New positions:

In the event a new position is established, the District will establish a tentative placement on a salary range and shall notify the Association of this placement, together with a copy of the job description. If the Association wishes to bargain over this placement, the Association President will contact the Superintendent in writing within fourteen (14) calendar days. The District will then enter into good faith bargaining with the Association for purposes of determining a range placement, and any agreement reached shall be retroactive to the date the new position was first filled.

2. Modified positions:

In the event the District or the Association believes that the responsibility level of a position's duties and/or level of required skill and ability have been changed so significantly as to make inappropriate the range placement determined during the bargaining that led to the signing of this Agreement, the Association or District will notify each other of: (1) the changes that require re-bargaining the range placement, and (2) the proposed modified range placement.

If the responsibility level of the duties and/or level of required skill and ability of the position have changed so significantly as to constitute a new issue for bargaining under ORS 243.650 et seq., (the State's collective bargaining law), then the parties shall meet and bargain over the appropriate range placement. Any change in range will be retroactive to the date of the first Association notice of intent to bargain.

3. Bargaining regarding reclassification under 1 or 2 above will be conducted by the Association team and the District team. The teams shall have final authority to resolve the issue(s) before them, subject to ratification procedures either team may employ. Rules and operating procedures will be established by the teams prior to beginning bargaining. Any agreed-upon reclassification may be retroactive.
 4. The District retains the prerogative to develop and modify job descriptions.
 5. Issues concerning whether individual employees are appropriately classified and paid shall be submitted in writing to the Superintendent by either the supervisor or the Association.
 6. The Association will have fourteen (14) calendar days to reply to a new position notice and the District will reply to the Association presentation of a proposed change in classification within thirty (30) calendar days. If the first meeting regarding Association proposal for reclassification is scheduled after April 30, the District will have until September 15 to reply. Any agreed-upon reclassification may be retroactive. In all cases, either party may request a mutually agreed-upon extension.
- I. School Reform
The District and the Association will form a mutual committee to investigate the impact and effects state and federal legislation may have on the classified staff related to hours, wages and conditions of employment.
 - J. Annual contracts designating hours, pay rates, and the annual contracted days will be issued no later than September 15th each year. Each year any training days required of bargaining unit members, especially on Fridays, will be designated and communicated to staff prior to student arrivals. Training needs that come up during the course of the year will be discussed with the impacted members with a copy of the plan to the CACE President. The District will attempt to provide alternate training days should a conflict occur with the employee's ability to attend to the scheduled training date.

ARTICLE 10

EMPLOYEE EVALUATION

- A. Evaluations shall be reduced to writing and discussed with the employee prior to submitting the evaluation to the personnel office. Employees shall be evaluated at least once per year.
- B. Employees may attach written comments to the evaluation for inclusion in their personnel file.
- C. The Association will work collaboratively with the District in the event that the parties wish to modify or redesign the evaluation program.
- D. Evaluation shall be based primarily, but not solely, on the employee's job description and the Classified Evaluation form, which shall be made known to the employee prior to an evaluation.
- E. The District shall notify each employee who his/her supervisor(s) and evaluator(s) are.

ARTICLE 11

UNPAID LEAVES OF ABSENCE

A. Temporary Leave

Temporary leaves of absence without pay may be granted, at the discretion of the Board, for extended illness or injury, maternity, or the adoption of a child, when requested in writing and submitted to the Board. Temporary leaves of absence, for purposes other than those listed above, may be granted at the discretion of the Board. The Board retains the right to attach such stipulations and conditions upon the granting of a temporary leave of absence as it deems appropriate. Temporary leaves will not normally exceed ninety (90) calendar days.

B. Extended Leave of Absence

Extended leave of absence, without pay, may be granted, at the discretion of the Board, for any reason deemed appropriate by the Board. Such leaves may be granted up to one calendar year and must be requested in writing and submitted to the Superintendent before the Board will consider the request.

C. Return From Leave

Upon return from leave, the employee shall be placed in the same or a comparable position in the same pay classification as he/she was prior to the leave.

ARTICLE 12

PAID LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave is defined as personal illness or injury of the employee, except as allowed under Article 12.A.9 and Article 12 F.
2. The District shall allow each school employee at least 10 days' sick leave at full pay for each school year or one day per month employed, whichever is greater. Unlimited accumulation of sick leave will be allowed. Employees shall accumulate sick leave at the following rates: 190-day contract - 10 days; 191-215 day contract - 11 days; 216-260 day contract - 12 days.
3. The total sick leave allowance shall be available to employees on the first working day of each school year except as modified in Article 12.A.4. below. In the event that an employee is dismissed or resigns prior to the end of the workyear and has used more sick leave than has been accumulated on the one day per month rate, the excess sick leave pay shall be deducted from the employee's final paycheck.
4. Employees shall receive no pay for sick leave during the entry period (60 workdays). After completing 60 workdays, sick leave pay shall be made retroactive to the employee's initial employment date.
5. A grant of sick leave in excess of five (5) consecutive days may be verified at the District's discretion by a written statement from the employee's attending physician or practitioner that injury or illness prevents the employee from working. If the absence is extended over successive pay periods, these verifications must be submitted on a regular monthly basis. Those individuals who for religious reasons do not employ the services of a medical physician shall furnish such other proof as may be required by the District. Employees returning to work after an extended absence due to an accident or illness may be required to provide a written release from the attending physician prior to assuming their duties.
6. An updated accounting of accumulated sick leave shall be provided monthly or on every paystub.
7. For each day an employee is absent from work because of illness or injury, he/she shall give reasonable prior notice to his/her supervisor, or building principal using the designated sub tracker system.

8. Verification of illness or medical evidence may be required for sick leave taken the day prior to or after a holiday.
9. An employee will be allowed to use up to five (5) days of accumulated sick leave each year for family illness. The leave can only be used to care for members of the employee's household. Business/emergency leave could be used after the five (5) days for family illness were exhausted.

B. Personal Business Leave

1. Three (3) days of paid leave per school year may be granted under this section for the following reasons:
 - a. Personal business which cannot be accomplished before or after regular working hours; or
 - b. An emergency which requires immediate action.
 - c. If an employee does not use any business/emergency leave during the year, he/she will be paid one day's salary at their current rate at the end of the year.
2.
 - a. A request for personal business leave must be made at least two (2) days in advance of the requested leave dates. The request must be in writing and submitted for the building administrator's recommendation and the Superintendent's approval.
 - b. Unless the Superintendent denies the request for leave, the employee shall consider the leave granted.
 - c. Employees are responsible for making sure plans are available for all school activities during their absence.
3.
 - a. In the event of an emergency, the building administrator must be immediately notified of the nature of the emergency and duration of leave requested.
 - b. Unless the building administrator denies the request for leave, the employee shall consider the leave granted.
4. Business or emergency leave will not accumulate from year to year and must be taken in at least one-half (1/2) day amounts.
5. Members will not be required to state a reason for this leave. No more than two (2) employees from each work site (elementary, middle school, High school, caps, bus barn, custodial) without the consent of the supervisor shall be granted personal leave on the same day. Requests

for leave will be processed in the order in which they are received. Members can use this for religious holidays when attendance is called for during the work day by their religious beliefs.

6. Employees new to the District shall not be eligible for paid business/emergency leave during the entry period (90 workdays).

C. Bereavement Leave

An employee shall be granted a maximum of five (5) days' absence with full pay for the death of an employee's spouse, child, parent, brother, sister or parent of the spouse, grandparents, or grandchildren or spouse's immediate family as already defined. The District will provide 14 days of bereavement leave under OFLA. Under extenuating circumstances, additional days of absence may be granted by the Board on the recommendation of the Superintendent. Bereavement leave does not accumulate from year to year.

D. Legal Leave

If an employee is called for jury duty, he/she shall be granted a paid leave of absence. If provided with a fee for such service, the employee shall submit it to the District; however, the employee shall retain all mileage and expense monies. The District reserves the right to petition the court or other tribunal to excuse the employee called for such duty.

If an employee is required by the District to attend a legal proceeding, such attendance shall be with pay. If an employee is subpoenaed to appear in a legal proceeding as the result related to the employee's employment with the District, such appearance shall be with no loss of compensation.

This section does not apply if the employee is under subpoena or otherwise involved in a case where either the employee or the Association is a complainant against the District.

E. Injury on Duty

If an employee of the District is injured on the job and received industrial accident benefits under Worker's Compensation Law (ORS 656.001 to ORS 656.824), the District shall, at the employee's option, adjust the sick leave payment an amount equal to benefits received under Worker's Compensation with respect to the same injury that gave rise to the sick leave. However, the deduction of sick leave shall not exceed an amount determined by taking the employee's regular pay for the period less benefits received under ORS 656.001 to ORS 656.824 divided by the individual's daily wage. Any injury on duty must be reported to the supervisor or building principal and district office immediately and the proper forms completed as soon as the injury permits.

10/27/2020

F. Leave will be granted in accordance with ORS 659A.150et.seq (OFMLA) and the Family and Medical Leave Act (FMLA). During this leave members may use any accumulated paid sick, personal/business, or vacation, in this order unless designated otherwise by the employee.

G. Sick Leave Bank

The parties agree that a need exists to support colleagues who are faced with unforeseen illness or injury while employed by the Corbett School District. The intent of the sick leave bank is to bridge the time required by an employee's illness or disability and their return to work, when other categories of leave days have been exhausted. The sick leave bank is not intended to replace other available leave days and is intended to work in concert with short term and long term disability.

1. Membership in Sick Leave Bank

Employees who have full or part-time employment with the district are eligible. Employees will abide by the decision of the sick leave bank committee.

2. Sick Leave Bank Committee

The committee consists of two members of the participating bargaining unit association and one member of the Corbett Administration. Each group shall be responsible for the replacement of their representative members. The committee shall annually elect a chairperson who shall call the meetings and communicate decisions with the members and District as appropriate.

3. Donations to Sick Leave Bank

All regular (full or part-time) employees have access to the sick leave bank.

- a. Participation in the sick leave bank shall be voluntary.
- b. Prior to a donation, employees must have a balance in their sick leave account equal to or more than their donation.
- c. Donations shall be made in hourly increments up to sixteen (16) hours annually.
- d. Annual voluntary sick leave donation hours (days) will be made on the appropriate form, and signed, within an open enrollment period established by the District. New hires may elect to participate at the time of hire.
- e. Donation of these hours is irrevocable, but hours in the bank shall be accumulative from year to year.
- f. The committee may elect to ask for new donations only when it is necessary to replenish these days.

4. Use of Sick Leave Bank

- a. The employee requesting must have depleted all available leave days, which are calculated in "hours".

- b. The requester must have verification from a medical doctor, certifying a debilitating illness or injury preventing the member from performing the duties of his/her job.
- c. The request to use the sick leave bank days shall be submitted in writing to the Superintendent or administrative designee, who shall notify the Sick Leave Bank Committee chairperson of the need to meet.
- d. The Sick Leave Bank Committee shall determine if the available hours (days) requested shall be retroactive.
- e. The Sick Leave Bank committee shall determine if a member may use the bank multiple times within one year.
- f. Hours granted shall not carry over into a new work year; if necessary the employee can reapply.
- g. The total number of hours granted shall be at the discretion of the Sick Leave Bank Committee, who shall have the authority to increase that number at a later date if the request still meets all other qualifying determiners.

5. Denial of Request

The member shall be informed from the Committee, in writing, as to the reason(s) for denial.

6. Records

The District shall keep accurate records of leave accumulated by the bank and sick leave used by the bank and shared with the committee twice a year (fall and spring). An annual report shall be made available for contributing members stating a beginning balance, contributions, total requests, hours that have been granted and ending balance.

ARTICLE 13

VACATION

A. Regular

Twelve-month employees shall accrue vacation days at the rate of ten (10) days per year for the first five years of full time employment and one additional day for each year thereafter with a maximum of 20 days allowed. Earned vacation time shall be granted as of July and must be taken within the twelve-month period after which it is earned. Vacation time may not be accumulated.

Vacation requests will be documented through the designated substitute tracking system. Specific requests within these guidelines must be received by May 1 and will be considered prior to making vacation assignments.

B. Probationary

Employees shall not receive vacation during the first year of service to the District. After one year of service, she/he will be allowed vacation credit from the beginning of the employment period.

ARTICLE 14

HOLIDAYS

- A. Employees who work nine (9) or ten (10) months shall receive the following five (5) holidays per year as paid holidays:

Labor Day
Veterans' Day
Thanksgiving Day
Presidents' Day
Memorial Day

- B. Employees who work twelve (12) months shall receive the following eight (8) holidays per year as paid holidays:

Labor Day	New Year's Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Also the day before or after Christmas	

- C. The District, at its discretion, may use Presidents' Day as a student contact make-up day.

1. If Presidents' Day is used as a make-up day, those employees who previously were not required to report to work during closure days due to inclement weather shall report for work and shall not receive any compensation beyond that already received for the paid holiday. If an employee works more hours than his/her regular shift, however, he/she shall receive pay for those hours at his/her regular rate subject to Article 9, Section D.
2. If Presidents' Day is used as a make-up day, those employees who previously were required to report to work and who did report to work during closure days due to inclement weather shall report for work and shall receive their regular hourly rate of pay for hours worked. This pay is in addition to that already received for the paid holiday.

ARTICLE 15

COMPENSATION AND PAYROLL DEDUCTIONS

- A. Employees shall be compensated for 2018-19 in accordance with Appendix A of this Agreement. To create the schedule for 2018-19 the 2017-18 salary schedule will be increased by 2%.

For each year, employees not at the top of the schedule shall be advanced one step.

- B. Employees shall have their annual salary paid in twelve (12) equal installments with 1/12th to be paid on the last working day of each month. Nine, ten and eleven-month employees shall receive their July check on their last working day. Twelve-month employees will receive their July check on the last working day of July. Payday will be the last working day of each month. Pay stubs will include an itemization of hours worked at various pay rates, leaves and a clear designation of any deductions. Members will have access or a hardcopy on payday. In the event that a member does not have access to their paystub electronically the District will print and provide a copy to the member within one day. Should the member wish to have a hard copy of their paystub monthly, they will need to request that of the District in writing and the hardcopy will be provided.
- C. In the event that an employee does not complete the work-year assignment, the amount of the employee's final paycheck shall be determined by multiplying the employee's daily wage rate by the number of days actually worked and subtracting from this total any previous salary payments.
- D. An advance on the current month's salary of up to \$500 may be approved by the Superintendent. This advance must be based upon one of the following reasons: a) emergency leave; b) bereavement leave; c) other emergency situations agreed to by the Superintendent.
- E. Upon advance approval of his/her principal or immediate supervisor, employees required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the approved Internal Revenue Service rate. The same allowance shall be given for use of personal cars for authorized business of the District.
- F. The Board agrees to deduct from the salaries of its regular employees, as requested by the employee, the premiums for Board approved insurance programs, United Way, Credit Union, and Board approved tax-sheltered annuities.

G. Bus Driver Schedules

1. Regular Working Hours--For all hours worked between 7:30 am and 5:00 pm, bus drivers shall be paid their regular hourly rate in accordance with the salary schedule (Appendix A). Bus drivers assigned to special trips and/or required classes outside regular working hours shall be compensated their regular hourly rate of pay for a minimum one hour during each round trip. Drivers shall not forfeit any compensation if special trips fall short of these regular work hours.
 2. Stand-by time--Stand-by time shall be defined as time without any supervision or duties, except to be on site and on call. Stand-by time shall only apply between the hours of 5:00 pm and 10:00 pm. Stand-by time shall be paid at the state minimum wage rate plus \$1.25. Drivers performing duties between 5:00 pm and 10:00 pm shall be paid at their regular hourly rate of pay.
 3. Overnight trips-- All drivers shall be provided with their own individual rooms for any overnight events. Lodging shall be arranged and pre-paid by the District at District expense. Meal compensation for these authorized overnight trips shall be allocated in advance, at the rate of thirty-five dollars (\$35) per day. Unless a driver is required to perform duties, the hours between 10:00pm and 6:00am will be unpaid.
- H. If the District closes its schools because of lack of operating funds, no member of the bargaining unit shall be entitled to any salary provided in this Agreement while the schools are closed.
- I. An employee called back to work to perform work outside the employee's work schedule shall receive a minimum of two (2) hours' pay.
- J. Any training required by the District (not to include training required to hold a license or satisfy a prerequisite for employment) shall be compensated at the employee's regular rate and/or comp time if held during the employee's regular workday, and/or shall be given comp time if training is held outside the workday including summer break. Any training provided by an employee (to colleagues) who was previously trained and/or certified at District request, shall be compensated at the hourly rate of their step at class 9 of the salary schedule, with prior approval of training by the District.
- K. The District will provide an annual training opportunity or all new employees and any interested current employees on the insurance plans, facilitation of employee benefits and payroll information. This training will be scheduled when all employees can participate and paid time at their hourly rate.

- L. A bargaining unit member who is temporarily assigned to the duties of other positions during his/her regular work hours, or who agrees to substitute for another employee during additional work hours shall be paid at their own regular hourly rate of pay.
- M. A bargaining unit member who agrees to regularly perform additional duties in more than one classification shall be compensated at the appropriate Class and Step level for hours worked in each classification ~~position~~. Employees working in more than one classification shall meet with the appropriate supervisor to determine a mutually agreeable schedule. It is not the intent of this section to have employees work non-contiguous schedules.
- N. The District will reimburse tuition equal to the cost of six (6) undergraduate credit hours at the Portland State University rate upon proof of successful course completion. Reimbursement requests shall be governed by District policies and procedures. Upon request, the District will pre-pay tuition costs. In the event that the employee does not complete the course then any pre-payment will be deducted from the employee's paycheck in installment amounts agreed to by the parties.
- O. The District and Association shall negotiate compensation for any position that the District creates that requires an Associate degree.
- P. PERS/OPSRP
 - 1. The District shall be relieved of any obligation to otherwise pick-up, assume or pay the six percent (6%) employee contribution/payment required by ORS 238.200 and ORS 238A.330.
- Q. Retirement Bonus
 - 1. Employees with ten (10) years or more of service to the District who are retiring from the District under OPSRP will be paid a sum equal to twenty percent (20%) of their total unused sick day(s) based on their daily rate of pay. In no case will this amount exceed \$7500. Sick leave days will not be deducted from the members account.
 - 2. Members with ten (10) years or more of service to the District who are retiring from the District under PERS Tier 1 or Tier 2 will be paid a sum as described in the chart below; in no case will this amount exceed \$7500.

Years of Service to the District	Bonus: Calculated at the rate of the employees' daily rate of pay during their final year of employment.
10	15 Days of Pay
15	20 Days of Pay
20	25 Days of Pay
25	30 Days of Pay
30+	35 Days of Pay

ARTICLE 16

ASSOCIATION DUES DEDUCTIONS

A. Dues authorization

1. Ten (10) business days prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The District will enact dues deduction during the pay period following notification.
2. The Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make available to the District for its review documented proof of dues deduction authorization for employees.
3. Employees who wish to withdraw authorization for dues deduction must notify the Association and District in writing. The Association shall notify the District when a bargaining unit member should no longer have dues deducted. The District shall cease dues deductions for all subsequent pay periods following Association notification.

B. Deductions

1. Upon written notification from the OEA authorizing the District to make a payroll deduction for Association membership dues, the District shall deduct one tenth (1/10) of the state and national dues each month from November through August. Within ten (10) business days after each pay period, the District shall remit to the Oregon Education Association, in a single payment, the combined OEA/NEA dues, including voluntary association contributions, deducted for the month.
2. The District shall deduct the full local Corbett ACE dues from the October pay of each member and promptly remit the amount collected to the local association.
3. Deductions for members hired after the commencement of the school year shall be prorated so that the required amount will be deducted by August.

C. Employee Information

1. Each month, the District shall provide to the OEA Membership Specialist an electronic spreadsheet of each employee in the bargaining unit (both active members and non-members). Information shall include the last four digits of their social security number, FTE, classification or title, worksite and any NEA/OEA/CACE dues paid, including voluntary Association contributions.
2. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.
3. The District shall notify the OEA Membership Specialist monthly whenever an employee in the bargaining unit is placed on an unpaid leave of absence for more than thirty (30) days, retires, is laid off, resigns, or changes their name.

D. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

ARTICLE 17

FRINGE BENEFITS

- A. The District shall offer medical, dental, vision, life and long term disability insurance for each member and medical, dental and vision for his/her family.

The District's maximum contribution for member insurance benefits shall be. \$1700 for 2020-20, 2021-22 and \$1750 for 2022-2023 school years

Employees must work more than sixteen (16) hours per week to be eligible for single party or family coverage. Employees working sixteen (16) hours or less per week but twelve (12) hours or more per week are eligible for single party coverage only. If the employee wishes other members of his/her family covered, arrangements may be made for payroll deductions.

Each year the Association and the District will identify medical, vision and dental choices for employees. The District and the Association will designate a plan as the "Preferred District Major Medical Plan" and Kaiser medical (if offered to school districts) will be available as an option. The parties will determine a participation rate necessary to offer the "Preferred District Major Medical Plan".

The District will allocate the dollar difference between the above annual caps and the premium amount into a District funded notional HRA account HSA, FSA, or other similar account compensatory with current health reform laws provided the HSA, FSA, or other similar account accomplishes the same task as the notional HRA, at no increased cost to the district. These dollars will be used to pay for allowable out of pocket expenses for employees who select the "Preferred District Major Medical Plan".

Employees who select the "Preferred District Major Medical Plan" shall be eligible to participate in the District sponsored HRA account HSA, FSA, or other similar account compensatory with current health reform laws provided the HSA, FSA, or other similar account accomplishes the same task as the notional HRA, at no increased cost to the district. Employees participating in the District sponsored notional HRA account or the replacement HSA, FSA, or other similar account compensatory with current health reform laws will be able to access up to the in and out of network out of pocket maximums as defined by the District Preferred Major Medical Plan for reimbursement of qualified out of pocket medical costs. Over the counter medications and supplies are specifically excluded from reimbursement

After claims for the year are completely processed, the District and the Association shall review each eligible employee's use of the "District sponsored notional HRA or similar account". Employees who accessed less than \$1000

dollars throughout the plan year will be awarded the difference between \$1000 and their use of the "District Sponsored Notional HRA similar account" into a "portable individual VEBA similar account". Employees will not be required to access their VEBA account similar account in subsequent years before accessing the District's HRA or similar account associated with the "Preferred District Major Medical Plan".

If after allowable medical expenses and premiums are paid and the notional HRA funds similar account are "insufficient" for full payments to individual VEBA accounts or similar account, then the remaining dollars will be prorated to all eligible employees. For the purposes of this paragraph "insufficient" will be defined by the following formula:

The total dollars spent on insurance premiums, notional HRA use or similar account, and VEBA claims that exceed the number of employees participating in the "preferred district major medical plan" times the annual cap.

Employees who do not select the "Preferred District Major Medical Plan" will not be eligible to participate in the "District Sponsored Notional HRA" or the portable individual VEBA or similar account.

Employees who can provide evidence of dual insurance coverage may opt out of the District's health insurance program. An employee who opts out of medical insurance coverage (not vision and dental insurance) will have ~~\$3500~~ **\$4000** dollars contributed to their portable individual VEBA or similar account.

The District and the Association will evaluate the effectiveness of the fund and the plans to assess the viability of continuing the HRA or similar account structure and plan options on or before May 1 of each calendar year. The district will provide the Association with an accounting of the costs of the PDMMP during this meeting. In the event that the Association or the District does not wish to continue with the HRA or similar account structure the parties will identify mutually agreed upon plan options under OEBC or other health care options available to school districts and the caps identified above will continue. Thereafter, the Association and the District will review the plans offered annually under OEBC or other health care options available to school districts and make mutually agreed upon changes for the following school year.

The District will also provide an Employee Assistance Plan (EAP) that will be paid for by the District.

The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the

policy (policies) retained by the policyholder. Upon joining the Statewide Insurance Pool, the guidelines of the Oregon Educator Benefits Board (OEBB) or other health care options available to school districts shall be followed.

The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.

The District contribution as identified above shall become the maximum amount the District is obligated to contribute for the lifetime of this contract. If no agreement is reached on a successor agreement prior to the expiration of the Agreement, the specified District contribution shall be the maximum amount the District is required to pay until a successor agreement is signed.

In addition, the District shall provide term life and replacement income insurance free of premium cost for each member. The intent of this insurance program is to protect accumulated sick leave beyond the thirty (30)-day qualification period. Members will be provided the option of using sick leave until exhausted or freezing sick leave at the end of thirty (30) calendar days and applying through the payroll department to the insuring company for replacement income benefits.

No district representative will have access to employee medical information.

Any changes to the current structure as referred to in this Article as “similar accounts” or any changes from the HRA, VEBA and OEBB structures will be made by mutual agreement of the parties.

B. Domestic Partners

Health insurance coverage shall extend to the spouse, domestic partners, and/or child or children residing in the same home as the member.

1. Domestic partners of a member are eligible for coverage under the district insurance plans, if they meet the legal criteria required for such partnership.

- C. If a member of Corbett District is injured on the job and receives industrial accident benefits under Worker's Compensation Law (ORS 656.001 to ORS 656.824), the District shall adjust the sick leave payment an amount equal to benefits received under Worker's Compensation with respect to the same injury that gave rise to the sick leave. However, the deduction of sick leave shall not exceed an amount determined by taking the member's regular pay for the period

less benefits received under ORS 656.001 to ORS 656.824 divided by the individual's daily wage.

- E. The District shall provide Section 125 Plans (A and B) for use by employees.
- F. The District shall provide term life and replacement income insurance for each employee working twelve (12) hours or more per week. The types of plans and amount of benefits shall be determined by the District.
- G. Employees receiving replacement income benefits will continue to receive medical, and dental insurance benefits set out in Section A above for a period up to six (6) months. After six (6) months, employees may remain on the group plan at their own expense subject to approval by the carrier(s).
- H. Employees on temporary or extended leave of absence without pay will not be eligible for District-paid medical and dental insurance. Employees may choose to remain on the group plan at their own expense subject to approval by the carrier(s).
- I. New employees will begin receiving the District Fringe Benefits upon the start of the second calendar month of their employment.
- J. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder. Upon notice of an impending change from the carrier, the District will notify the Association, within five (5) working days, of the substance of the proposed change.

The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.

ARTICLE 18

INCLEMENT WEATHER

A. Maintenance Employees

All maintenance employees will maintain their regularly scheduled working hours on days when schools are closed or opening late due to inclement weather. Work schedules may be modified by the Superintendent. If a maintenance employee cannot get to work because of inclement weather, the employee shall notify the Superintendent or his/her designee. If the Superintendent or designee concurs, the employee shall not receive a pay deduction for that day and shall not be required to report to work that day.

B. All Other Employees

1. The Superintendent or his/her designee shall determine which employees are to report to work on days when schools are closed due to inclement weather. Work schedules may be modified by the Superintendent or his/her designee. If an employee cannot get to work because of inclement weather, the employee shall notify the Superintendent or his/her designee. If the Superintendent or designee concurs, the employee shall not receive a pay deduction for that day and shall not be required to report to work that day.
2. Employees not required to report to work on days when schools are closed due to inclement weather shall not receive a pay deduction for those days.

C. Rescheduled Student Contact Days

1. In the event of inclement weather, the District may schedule student contact make-up days. Those employees who were not required to work during days the schools were closed due to inclement weather shall report for work on the student contact make-up days without compensation on a day-for-day basis.
2. The District, at its discretion, may use Presidents' Day as a student contact make-up day.
 - a. If Presidents' Day is used as a make-up day, those employees who previously were not required to report to work during closure days due to inclement weather shall report for work and shall not receive any compensation beyond that already received for the paid holiday. If an employee works more hours than his/her regular

shift, however, he/she shall receive pay for those hours at his/her regular rate subject to Article 9, Section D.

- b. If Presidents' Day is used as a make-up day, those employees who previously were required to report to work and who did report to work during closure days due to inclement weather shall report for work and shall receive their regular hourly rate of pay for hours worked. This pay is in addition to that already received for paid holiday.

ARTICLE 19
REDUCTION IN FORCE

A. Notice

If the Board is contemplating a reduction in force of any employee or employees, it will notify the affected employees and the Association in writing at least sixty (60) calendar days before date of the reduction in force. In case of emergency, such as a mid-school year reduction, the Board will give notice as soon as practicable.

B. Reduction In Force Procedure

Reduction in force of bargaining unit employees will be based upon seniority but such reduction in force will occur by category. For the purposes of administering this article only, the following categories shall be used:

Custodial
Custodian

Cafeteria
Head Cook

Transportation
Bus Driver

Maintenance
Maintenance I
Groundskeeper
Maintenance II
Maintenance III
Maintenance IV

Secretarial
Elementary Secretary Assistant
Elem/Special Ed Secretary
Eligibility Officer

Instruction
Education Assistant
Special Education Assistant II
Instructional Media Center Assistant
Pre-School Assistant
Special Education Assistant I

An employee may bump a less senior employee in the same or lower position within his or her category. An employee may also bump a less senior employee in a position within a different category if the more senior employee has previous in-District experience in that position.

C. Recall

1. An employee who is laid off shall be eligible for recall for twenty-seven (27) consecutive months from the date of his/her reduction in force. An

employee who is laid off will remain on the recall list for twenty seven (27) months after the effective date of his/her lay off unless he/she:

- a. waives his/her recall rights in writing;
- b. resigns, or
- c. fails to accept recall to the positions that are offered within the timelines of this article.

2. Whenever the District determines that a vacancy exists within a category which has experienced a reduction in force (within the last twenty seven (27) months), laid off employees from that category will be recalled in reverse order of the reduction in force. The recall notice will be sent by certified mail to the last address the District has on record for the laid off employee with a copy to the local president. The laid off employee will have ten (10) District workdays to respond to the recall notice. Failure to respond within the ten (10) 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.
3. All currently existing monetary benefits will be available to the employee upon the employee's return to active employment. Other benefits to which an employee was entitled at the time of the reduction in force, such as accumulated sick leave and seniority, will be restored to the employee upon return to active employment.
4. Upon return to active employment, step advancement may be awarded to employees who worked six (6) months or more of the fiscal year in which the reduction in force occurred. The superintendent shall make the final decision on this matter.
5. Employee benefits do not accrue during the period of reduction in force.
6. Employees who are laid off shall have the option to continue insurance programs (Article 17 - Fringe Benefits) at their own expense and subject to the approval of the insurance carrier.

D. Seniority

Seniority for the purpose of reduction in force and recall shall be defined as length of continuous service from the most recent date of hiring in the bargaining unit in the District. Continuous service is defined as uninterrupted service. Leaves of absence granted with approval shall not be deemed as interruption of service but shall not be counted in the determination of length of continuous service.

- E. The employment relationship between the bargaining unit members and the District shall continue to the extent described in this Article during any unforeseen

period of school closure. During such a school closure, the District acknowledges that the bargaining unit members are temporarily laid off, rather than dismissed or non-renewed due to budget failure during the period of any such school closure. Following a closure, the District agrees to recall members to available bargaining unit positions before hiring non-District individuals for those positions, in accordance with Section B.

ARTICLE 20

STRIKES

The Association and the members of the bargaining unit, as individuals or as a group, will not initiate, authorize, cause, engage in, or sanction any strike, work stoppage, boycott, slow-down, picketing, or any other interruption or restriction of work related to the District. Nothing shall impose any obligation on the District to compensate employees for absences resulting from concerted work stoppage.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other organization when called upon to cross such picket line in the line of duty.

There will be no lockout of members of the bargaining unit by the District during the term of this Agreement.

ARTICLE 21

SEPARABILITY OF PROVISIONS

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

Upon written agreement of both parties, the parties agree to enter into negotiations for the sole purpose of attempting to arrive at a mutually satisfactory replacement for such specific provision(s) invalidated.

ARTICLE 22

REDUCTION IN HOURS

Employees who have had their work hours reduced as a result of funding problems, or a change in program or staffing (but not as a result of a voluntary transfer, voluntary reduction in hours, or disciplinary demotion), shall submit to the superintendent's office within 10 working days of notification of reduced hours a letter of request, stating which positions or additional hours the member would accept.

The District will review the list prior to hiring replacement personnel. For 27 months after the reduction in hours, an employee on the list of reduce-hour-employees shall have first consideration for additional hours of employment in the positions he/she listed in the notification letter, if qualified or can become qualified within two weeks of on-the-job trading and if the scheduling of the additional hours or position does not conflict with the existing assignment. The District will notify the employee at the time other candidates are notified as to what decision was made by the administrator concerning the additional hours sought by the employee in the letter or request.

ARTICLE 23

EARLY RETIREMENT

After fifteen (15) years of employment with the District, a classified employee retiring under PERS shall be entitled, at his/her own expense, to pay his/her own single party insurance premium, with a second party option, at the group rate of active employees, from the date of retirement until the retired employee would be eligible for Medicare.

ARTICLE 24

COMPLAINT PROCEDURE

A. Complaint Procedure

It is recognized by the Board of Education that members seek to carry out their responsibilities in the best possible manner. However, there may be times when complaints are made against a member. A complaint is a written criticism regarding a member made to any member of administration. It is the intent of this Agreement to provide a complaint procedure which will handle such complaints expeditiously and fairly. If a written complaint is made against a member, such complaint shall be processed under the following circumstances:

B. Any written complaint regarding a member made to any member of the administration by any parent, student, or other person which does or may influence evaluation or disciplinary action against a member, shall, within ten (10) calendar days, be processed according to the procedures outlined below.

C. The principal or immediate superior shall meet with the member to inform the member of the full nature of the complaint and they shall attempt to resolve the matter informally.

D. The member shall have the right to be represented by the Local Association (CACE) at any meeting or conference regarding such complaint that is processed through section E, below.

E. Procedure

1. In the event a complaint is unresolved to the satisfaction of all parties, the member may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually accepted conference can be agreed on, the complaint shall move to Step 2.

2. Any complaint unresolved in Step 1 at the request of the member or the complainant shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned. Any complaint not resolved in Step 2 shall be submitted to the superintendent in writing.

3. Upon receipt of the written complaint, the superintendent or his designee shall confer with all parties. Prior to any action taken, the superintendent or member may request a meeting with either party in an attempt to resolve the complaint. The member shall have the right to be present at

any additional meetings of the superintendent or his designee and the complainant, if requested by the member.

4. If the superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the member, he shall forward the results of his investigation along with his recommendations, in writing, to the Board and a copy to all parties concerned.
 5. After receipt of the findings and recommendations of the superintendent or his designee, before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendation of the superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.
- F. The preceding procedure shall also apply in complaints filed by the member.

APPENDIX A1 (2%)
CORBETT SCHOOL DISTRICT NO. 39
CLASSIFIED SALARY SCHEDULE

2020-2021

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	\$13.69	\$14.68	\$15.66	\$16.71	\$17.75
2	\$14.75	\$15.86	\$16.74	\$17.70	\$18.69
3	\$15.36	\$16.33	\$17.31	\$18.31	\$19.29
4	\$15.91	\$16.95	\$17.98	\$18.94	\$19.95
5	\$16.55	\$17.47	\$18.52	\$19.54	\$20.50
6	\$17.58	\$18.51	\$19.47	\$20.49	\$21.45
7	\$18.08	\$19.01	\$19.97	\$21.02	\$22.01
8	\$19.13	\$20.01	\$21.09	\$22.16	\$23.03
9	\$20.50	\$21.41	\$22.53	\$23.52	\$24.64

CLASS 1

CLASS 4
Maintenance I
Head Cook
Custodians

CLASS 7
Maintenance III

CLASS 2

CLASS 5
Elementary Secretary Assistant
Special Education Asst. I & II
Educational Assistant

CLASS 8
Bus Driver

CLASS 3
Instructional Media
Center Assistant

CLASS 6
Groundskeeper
Maintenance II
Elementary/Spec Ed Sec

CLASS 9
Driver/Safety Trainer
Eligibility Officer
Maintenance IV

APPENDIX A2 (2%)
CORBETT SCHOOL DISTRICT NO. 39
CLASSIFIED SALARY SCHEDULE

2021-2022

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	\$13.96	\$14.97	\$15.97	\$17.04	\$18.11
2	\$15.05	\$16.18	\$17.07	\$18.05	\$19.06
3	\$15.67	\$16.66	\$17.66	\$18.68	\$19.68
4	\$16.23	\$17.29	\$18.34	\$19.32	\$20.35
5	\$16.88	\$17.82	\$18.89	\$19.93	\$20.91
6	\$17.93	\$18.88	\$19.86	\$20.90	\$21.88
7	\$18.44	\$19.39	\$20.37	\$21.44	\$22.45
8	\$19.51	\$20.41	\$21.51	\$22.60	\$23.49
9	\$20.91	\$21.84	\$22.98	\$23.99	\$25.13

CLASS 1

CLASS 4
Maintenance I
Head Cook
Custodians

CLASS 7
Maintenance III

CLASS 2

CLASS 5
Elementary Secretary Assistant
Special Education Asst. I & II
Educational Assistant

CLASS 8
Bus Driver

CLASS 3
Instructional Media
Center Assistant

CLASS 6
Groundskeeper
Maintenance II
Elementary/Spec Ed Sec

CLASS 9
Driver/Safety Trainer
Eligibility Officer
Maintenance IV

APPENDIX A3 (2%)
CORBETT SCHOOL DISTRICT NO. 39
CLASSIFIED SALARY SCHEDULE

2022-2023

(2%)

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	\$14.24	\$15.27	\$16.29	\$17.38	\$18.47
2	\$15.35	\$16.50	\$17.41	\$18.41	\$19.44
3	\$15.98	\$16.99	\$18.01	\$19.05	\$20.07
4	\$16.55	\$17.64	\$18.71	\$19.71	\$20.76
5	\$17.22	\$18.18	\$19.27	\$20.33	\$21.33
6	\$18.29	\$19.26	\$20.26	\$21.32	\$22.32
7	\$18.81	\$19.78	\$20.78	\$21.87	\$22.90
8	\$19.90	\$20.82	\$21.94	\$23.05	\$23.96
9	\$21.33	\$22.28	\$23.44	\$24.47	\$25.63

CLASS 1

CLASS 4
Maintenance I
Head Cook
Custodians

CLASS 7
Maintenance III

CLASS 2

CLASS 5
Elementary Secretary Assistant
Special Education Asst. I & II
Educational Assistant

CLASS 8
Bus Driver

CLASS 3
Instructional Media
Center Assistant

CLASS 6
Groundskeeper
Maintenance II
Elementary/Spec Ed Sec

CLASS 9
Driver/Safety Trainer
Eligibility Officer
Maintenance IV

