

**COLLECTIVE BARGAINING AGREEMENT**  
**between EUGENE SCHOOL DISTRICT NO. 4J,**  
**LANE COUNTY, OREGON**  
**and EUGENE EDUCATION ASSOCIATION**  
**representing SUBSTITUTE TEACHERS**

**Eugene School District 4J**  
200 North Monroe Street  
Eugene OR 97402

THIS AGREEMENT made the 1st day of July 2005, by and between the EUGENE EDUCATION ASSOCIATION, herein called "Association" and the EUGENE SCHOOL DISTRICT NO. 4J, LANE COUNTY, OREGON, herein called "District."

The parties agree as follows:

**ARTICLE I - RECOGNITION**

**A. EXCLUSIVE REPRESENTATIVE**

The District recognizes the Association as exclusive representative, as defined in ORS 243.650 to 243.782, of all substitute teachers who are on the Eugene School District No. 4J Master Substitute List and so long as they remain on the District's Master Substitute List.

**B. NO OBLIGATION**

Granting recognition is not to be construed as obligating the District in any way to continue any functions or policies except as the same shall be expressly set forth in this Agreement.

**ARTICLE II - MASTER SUBSTITUTE LISTS**

**A. PLACEMENT ON THE LISTS**

The District maintains the sole right and absolute discretion to determine placement of substitute teacher names on the Master Substitute Lists. This right and any action pursuant thereto shall not be subject to challenge through the grievance procedure, unfair labor practice proceedings, or any judicial proceeding.

1. A committee, comprised of up to three members appointed by the Association and up to three members appointed by the District including a Human Resources Department administrator, will meet regularly and at other appropriate times to make recommendations for modification and changes in the procedures and guidelines for individuals who apply for addition to the Master Substitute Lists and for policies and procedures related to substitute teachers.
2. The District shall maintain two (2) listings of substitutes as follows:
  - a. Available Substitute Listing:

The Available Substitute List shall be those substitutes available for assignment without restriction within their substitute certification. Substitutes on the Available Substitute List may indicate their preference of assignment but will be expected to work in all areas allowed within their substitute certification. Such substitutes may be assigned by teacher request and/or by rotation. During any given school year, a substitute teacher who declines to accept three or more different assignments for reasons other than illness, emergency, or mutually agreed upon or prearranged absences, or a substitute assignment in another school district, may be removed from the Available Substitute List.
  - b. Partially Available Substitute Listing:

Partially Available Substitute List shall be those substitutes who have indicated their desire to limit their assignments to particular subject matters, locations, or times. All substitutes on the Partially Available Substitute List will be assigned by teacher request only. However, such substitutes may be called for other assignments when requirements for substitutes cannot be adequately filled with substitutes from the Available Substitute List.

## B. DELETION AND REMOVAL FROM THE LISTS

1. The District process for the deletion and removal of the names of substitute teachers from the Master Lists are:
  - a. The guest teacher will be given timely prior notice of being considered for removal or deletion.
  - b. The notice will describe the factual basis and reason(s) for possible removal or deletion.
  - c. The guest teacher will be afforded an opportunity to meet with a Human Resources administrator to present his/her response to the basis and reason(s) described in the notice before a decision is made.
  - d. If the decision is to remove or delete the guest teacher from the master lists, then the guest teacher will be given a written notice of the decision and the reason(s) for the decision.
2. A substitute teacher who has been on the Master Substitute lists for three (3) consecutive years at the time of the filing of the grievance and who has worked sixty (60) days or more in each of the three (3) years or who has worked a total of one hundred eighty (180) days or more in three (3) consecutive years with a minimum of seventy (70) days in each of two (2) such years and a minimum of forty (40) days in the other year may grieve removal or deletion from a list to Level Three advisory arbitration.
3. A substitute teacher who has been on the Master Substitute Lists for two (2) consecutive years at the time of the filing of the grievance and who has worked forty (40) days or more in each year may grieve removal or deletion to Level Two of the grievance procedure.
4. A decision by the District to delete or remove from the Master Substitute Lists any other substitute teacher not described in paragraph two (2) or three (3) above shall be communicated in writing and shall include a statement of reasons, but the decision shall be neither grievable nor arbitrable.
5. Neither the Association nor any bargaining unit member shall have a remedy for the District's exercise of its right and discretion to delete or remove a substitute teacher from the Master Substitute Lists except as specified in this Article.

C. AVAILABILITY OF THE LISTS. The Master Lists will be kept at each school and made available to all members of the substitute teacher bargaining unit, and upon request will be provided to the Association by November 1 and March 1 of each work year.

## D. REMOVAL FROM BUILDING LIST

1. If the building administrator believes the substitute teacher should not be assigned in the future to a specific teacher, department, or to the building, she/he is to communicate with the Substitute Dispatch Office and the substitute teacher concerning the complaint and the pending decision.
2. The substitute teacher will be given an opportunity to meet with the building administrator to discuss the concern.
3. At the conclusion of a meeting between the administrator and the substitute, if the administrator believes that the substitute should not return in the future for the teacher, department, or building, this decision will be conveyed to the substitute and the Substitute Dispatch Office. The substitute will be placed on the restricted list for that teacher, department, or building for the remainder of the school year.
4. At the beginning of each school year, the restricted list will be reviewed by the administrators in the affected buildings to determine whether the restriction should continue for another school year.

## ARTICLE III - DEFINITIONS

- A. The term "substitute teacher," "substitute," "employee," "unit member," and "guest teacher" shall include all employees represented by the Association in the bargaining unit.
- B. The term "Board" shall include its officers and agents.
- C. The term "Superintendent" shall include the Superintendent or his/her designee.
- D. The term "Director of Human Resources" shall include the Director of Human Resources or his/her designee.
- E. The term "day," "work day," or "regular work day" shall mean an eight (8) hour day when regular teachers in the District are required to work.
- F. The term "school year" shall mean the period covered by the school calendar adopted each year by the School Board.

## ARTICLE IV - STATUS OF AGREEMENT

### A. EFFECTIVE DATE

This Agreement shall be effective from July 1, 2005 to and including June 30, 2007.

### B. AGREEMENT HAS PRECEDENCE

This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District directly related to substitute teachers which are contrary to or inconsistent with the terms of the Agreement. The provisions of this Agreement shall be incorporated into and become a part of the established policies, rules, regulations, and procedures of the District.

### C. MATTERS COVERED

This contract incorporates the sole and complete Agreement reached between the District and the Association resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq. It is acknowledged that during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Neither party shall be required, during the term of this Agreement, to negotiate or bargain any issue except as provided in this Agreement. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

### D. FUNDING

The parties recognize that revenues needed to fund the salary and insurance benefits provided in this Agreement must be provided through established budget procedures and that District revenue resources may be limited by the courts, the legislature, or vote of the people. If the District suffers a revenue limitation, then either party, upon written notice from the other, shall renegotiate the compensation and insurance benefits of this Agreement. A revenue limitation shall be deemed to exist if the number of certified FTE is reduced by fifty (50) or more between one budget year and the next. The basis of comparison will be the adopted budget in June of each year for the following fiscal year.

### E. RENEGOTIATION OF INVALID PROVISION

In the event that a provision of this contract shall be declared invalid by any court of competent jurisdiction, such decision shall apply only to a specific article, section or portion thereof directly specified in the decision. Notwithstanding ORS 243.702 (1), such a decision shall not invalidate the entire contract, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

If a court of competent jurisdiction invalidates any article, section, or portion of this Agreement, then upon the request of either the District or the Association, the parties shall enter into negotiations under the terms of ORS 243.725 for the purpose of attempting to arrive at a mutually satisfactory replacement for such article, section or portion thereof.

### F. MODIFICATION

This Agreement shall not be modified in whole or in part except by mutual written consent of the parties.

### G. COPIES OF THE AGREEMENT

There shall be two (2) signed copies of this Agreement for the purpose of records. One shall be retained by the District and one by the Association. The District and the Association agree that each shall pay their own costs for the clerical, reproduction, and distribution costs associated with production of this Agreement.

### H. NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective bargaining over a successor Agreement no later than January 15 of the calendar year of the expiration date of the contract.

### I. STATUS QUO

In the event this Agreement has not been renewed, modified or extended by the date on which it would have otherwise terminated, status quo conditions shall continue in effect until either party gives the other ten (10) days written notice terminating such conditions.

## ARTICLE V - GRIEVANCE PROCEDURE

### A. PURPOSE

The purpose of the procedure is to secure equitable solutions at the lowest level to grievances as defined in this Article.

### B. MASTER LIST GRIEVANCES

Notwithstanding any other section of Article V, this grievance procedure is applicable to the deletion and removal of substitute teachers from the Master Substitute Lists only to the extent specifically provided in Article II, Subsection B.

### C. DEFINITIONS

1. Grievance. Any dispute about the interpretation or application of the terms of this Agreement except as modified by Article II.
2. Grievant. A "grievant" is the substitute teacher who makes the claim. The grievant must be on the Master Substitute Lists at the time the grievance is filed unless the grievance relates to deletion or removal from the Master Lists under Article II.B.4. The Association may be a "grievant" in instances where an alleged contract violation violates the Association's rights or the rights of a clearly defined class of employees who are on the Master Substitute Lists.
3. Party in Interest. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Representative. A "representative" is anyone, including an attorney, whom a party in interest selects to speak for and/or to advise him/her.
5. Immediate Supervisor. An "immediate supervisor" is the employee who has direct supervisory responsibilities over the grievant.
6. Day. A "day" shall mean a day when school is in session for students.

### D. PROCEDURES

1. Informal Level. If the grievance qualifies for the Informal Level of the grievance procedure, before presenting a written grievance, the grievant shall attempt to resolve the matter by a conference with his/her immediate supervisor, building principal, or other administrator who has jurisdiction in the matter. A representative of the Association shall be given the opportunity to be present and may express the views of the Association, if the adjustment proposed is inconsistent with the terms of this Agreement. It will be the grievant's responsibility to notify the Association of his/her grievance and the conference.
2. Level One - District Human Resources Director.
  - a. If a dispute is not resolved at the Informal Level, and if the grievance qualifies for Level One of the grievance procedure, the grievant or a representative shall present the grievance in writing on the appropriate form to the Human Resources Director within fifteen (15) days of the time the grievant knew or reasonably could have been expected to know of the act, omission, or event giving rise to the grievance.
  - b. This statement shall be a clear, concise statement of the grievance, the decision rendered, if any, at the Informal Level conference, and the specific relief requested. It shall be signed by the grievant.
  - c. The Human Resources Director shall communicate his/her decision and the reasons for such decision to the Association and the grievant in writing within ten (10) days after receiving the grievance.
3. Level Two - Superintendent.
  - a. In the event a grievant is not satisfied with the decision at Level One, or if no decision is rendered within ten (10) days after the presentation of the grievance, and if the grievance qualifies for Level Two of the grievance procedure, he/she may appeal the grievance to the superintendent by delivering a written notice of appeal to the superintendent's office within five (5) days after receiving notice of the decision, or within ten (10) days after presentation of the grievance, if no written decision was rendered.
  - b. The appeal shall include copies of materials utilized at Level One including a copy of the original grievance, the decision rendered, if any, a concise statement of the reasons for the appeal, and the specific relief requested.
  - c. The Superintendent may hold a conference. The Superintendent will make a decision within twenty (20) days after receipt of the appeal. Should the grievance be considered by the superintendent's designee, the designee will merely make a nonbinding recommendation to the superintendent.
  - d. The Superintendent shall communicate his/her decision and the reasons for such decision in writing to the grievant and the Association within twenty (20) days after receipt of the notice of appeal.

4. Level Three - Advisory and Final and Binding Arbitration.

- a. If the grievant is not satisfied with the decision of the grievance at Level Two, and if the grievance qualifies for Level Three of this grievance procedure, he/she may within five (5) days after a decision by the Superintendent request in writing that the Association submit a grievance to arbitration. In no case, unless mutually agreed otherwise, shall a grievant be compelled to wait more than thirty (30) days after notice of appeal to the superintendent before requesting arbitration. If the Association, which has a duty of representation to its members, determines that the grievance is meritorious, and if the grievance qualifies for Level Three of this grievance procedure, the Association may submit the grievance for arbitration within ten (10) days after receipt of a request by the grievant and shall notify the superintendent of that intent in writing.
- b. Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall hold hearings promptly and issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and briefs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or which is outside his/her jurisdiction and competence. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties except any decision on a grievance involving deletion and removal from the Master Substitute List under Article II, Subsection B, in which event the decision shall be only advisory to and nonbinding on the School Board notwithstanding any rule or statute to the contrary and the Board may determine in its discretion whether to follow or implement an advisory decision of the arbitrator.
- d. Costs for the services of an arbitrator, including per diem, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses paid shall be paid by the party incurring them.

E. OTHER PROVISIONS

1. Grievance must include:  
All grievances shall contain the following minimum information: name of grievant, date of filing, date of alleged violation, contract section(s) allegedly violated, synopsis of relevant facts, relief requested, and signature of grievant. Any grievances not containing this information may be denied. Such denial shall not extend time limits specified in this grievance procedure.
2. Time Limits. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Time limits may be amended only by written agreement of the grievant and/or the Association and the District.
  - a. Failure to adhere to time limits. Failure of the grievant or the grievant's representative to adhere to the time limits at any level of the grievance procedure shall constitute a waiver of the grievance and acceptance of the District's action or decision at the appropriate level. Failure of the District to adhere to time limits shall advance the grievance to the next step of this procedure.
  - b. Year End Grievances. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced where feasible so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Rights of Employees to Representation. A grievant may represent himself/herself at all stages of the grievance procedure or be represented by a person of his/her choice at all levels of the grievance procedure beyond the Informal Level. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
4. Group Grievance. A group grievance may be filed when an alleged violation affects a clearly defined class of substitute teachers. The Association may submit such grievance in writing to the superintendent at Level Two.
5. Similar Grievances. The District agrees that it will apply to all substantially similar situations a final and binding decision of an arbitrator sustaining a grievance and the Association agrees that it will not support, encourage, nor represent any substitute teacher in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. The foregoing is qualified only in the event the arbitrator's decision is set aside by the Employment Relations Board or by a court of competent jurisdiction in which case neither party is bound.

6. Grievance File. All documents, communications, and records dealing with a grievance shall be designated confidential information, and shall be filed in a separate grievance file. No person other than parties in interest, their representatives, persons designated by the District to have responsibility for labor relations and contract management, and persons assigned to maintain the District's grievance files shall have access to the separate grievance file without the consent of the grievant or the Association.
7. Forms. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure.
8. Meetings, Conferences, and Hearings. Meetings, conferences, and hearings under this procedure shall not be conducted in public. Hearings shall include witnesses, parties in interest and their designated or selected representatives. Reasonable efforts will be made to schedule all meetings, conferences, and hearings after the regular work day except the arbitrator shall determine the time and place of arbitration hearings.
9. Reprisals. No reprisal of any kind shall be taken by the District or the Association against any participant in the grievance procedure by reason of such participation.
10. Investigation. The parties agree to provide each other in a timely manner with relevant information to foster effective processing of grievances. The District reserves the right to charge reasonable production costs as provided for in School Board Policy.
11. Arbitrability; Election of Remedies. Cases involving alleged discrimination covered by state and/or federal statute or administrative law shall be grievable but not arbitrable.

Bringing a court action or seeking an administrative resolution of any grievance shall act as a substitution for this grievance procedure and shall constitute an election of some other remedy in place of this grievance procedure.

## **ARTICLE VI - SALARIES AND RELATED COMPENSATION**

### **A. SALARY**

2005-06: Effective July 1, 2005, through June 30, 2006, the basic rate of pay for each day worked by a substitute teacher shall be one hundred forty-three dollars and thirty-six cents (\$143.36).

2006-2007: Effective July 1, 2006 through June 30, 2007, the basic rate of pay for each day worked by a substitute teacher shall be the statewide average as determined by the Department of Education pursuant to ORS 342.610(1), or one hundred forty six dollars and ninety-six cents (\$146.96), whichever is greater.

### **B. ASSIGNMENTS**

1. Half-day assignments shall be four (4) hours in length. Substitute teachers on half-day assignment will be paid one-half the daily rate provided in Article VI (A) for each day worked. Any assignment longer than four (4) hours will be considered a regular work day, and the substitute teacher shall work an eight (8) hour day including a thirty (30) minute duty free lunch. However, the substitute will not be required to work beyond the building work day ending time established for regular teachers. A substitute who is requested by the Human Resources Director and who reports for duty shall be considered on not less than half-day assignment. A substitute teacher dispatched to a half-day assignment that begins after the start of the building student contact day shall be allowed at least 15 minutes of time before being directly responsible for students.
2. When a substitute is required to do lesson planning and/or grade papers as part of their assignment for a teacher--the substitute is to follow the teacher's schedule. In assignments not requiring these duties, the substitute may be assigned additional professional tasks.

### **C. EXTENDED SERVICE RATE**

After eight (8) consecutive days of service as a substitute for the same regular teacher in the same assignment, a substitute teacher shall be paid at a daily rate of pay determined by dividing one hundred ninety-one (191) into the annual rate of pay that he/she would have been paid had he/she been in the regular teachers' bargaining unit. The substitute teacher's placement on the salary schedule will be determined by the appropriate column which shall be limited to the following two columns of the regular teachers' bargaining unit salary schedule, BA, or MA (BA+60), and step one of these two columns.

The extended service rate of pay will be retroactive to the first day of the assignment and will continue so long as consecutive service in the assignment continues. Subsequent substitute service shall be at the basic rate until the substitute teacher again qualifies for the extended service rate.

**D. USE OF PERSONAL AUTOMOBILE**

Substitute teachers authorized, in the course of their work, to drive personal automobiles from one school to another or for field trips to perform their duties, shall be paid the IRS rate for authorized automobile use.

**E. METHOD OF PAYMENT**

The District shall make direct deposit for the substitute payroll.

**F. PAYROLL DEDUCTIONS**

Upon receipt of the substitute teacher's written request, the District will deduct the following from salary: dues of the Association or fair share payment-in-lieu of dues, premiums for Board approved medical insurance, tax sheltered annuities, and contributions to the United Way.

1. A substitute teacher may request in writing that his/her regular Association membership dues be deducted from his/her salary. The first monthly deduction shall be made on the pay date following the District's receipt of authorization. Such authorization shall continue in effect until revoked in writing. The amount deducted shall be one-ninth (1/9) of the annual dues. Deductions will be made only for the months the substitute teacher actually works.
2. The amount of Association dues collected shall be remitted to the Association each month at no cost to the substitute or the Association. The District shall provide the Association with the names of substitute teachers for whom the District has deducted dues.
3. The Association shall hold the District harmless from any and all claims, facts, orders, or judgments against the District as a result of deductions withheld and paid to the Association.

G. Beginning with the 1989-90 school year and each year thereafter, the District shall maintain a record of total days worked (full and half-days) by each substitute teacher for that school year. The District shall forward a copy of this record to the Association on or before June 30 of each year

**H. HOURLY PAY**

During the term of this contract, substitute teachers required by the District to work beyond the regular workday to cover responsibilities which are a part of the regular teacher's assignment shall be paid at the rate of twelve dollars and fifty cents (\$12.50) per hour.

## **ARTICLE VII - FRINGE BENEFITS AND OTHER ALLOWANCES**

**A. MEDICAL INSURANCE**

1. The major medical insurance program for substitutes eligible for such coverage shall be determined by the standing regular Association/District Joint Benefit Committee on Insurance (JBC) which will operate separately from the District JBC except as mutually agreed by the Association and District. If costs of the eligible substitutes' major medical insurance program exceed the amount of the District's monthly contribution described in this article, the JBC may adjust the program to fall within the amount of the District's monthly contribution.

**B. ELIGIBILITY AND CONTRIBUTION**

1. District Contribution. Solely for those substitutes who meet the qualifications set forth in this section B.1, the District will either make a monthly contribution toward the District major medical insurance program or a monthly contribution as additional compensation. Eligible substitute teachers shall annually choose one of these monthly contributions. This District contribution is for the annual term of October through September of the following year. For 2005-2006 the contribution for the medical insurance program will be three hundred thirty dollars (\$330.00). For 2006-2007, the contribution for the medical insurance program will be three hundred sixty dollars (\$360.00). For the term 2006-2007 only, this insurance contribution may be increased by an amount determined by the formula in Appendix A. Beginning October 2007, the District's contribution for status quo purposes is three hundred sixty dollars (\$360.00). For 2005-2006 and 2006-2007, the contribution for qualified substitutes who choose not to participate in the medical insurance program for the year will be one hundred dollars (\$100.00) as additional compensation.

Only the substitute teachers on the Master Substitute Lists who meet each of the following qualifications each school year shall be eligible for one of the above District monthly contributions.

- a. A substitute teacher must have substituted a minimum of eighty (80) regular work days or one hundred sixty (160) one-half work days or any combination of regular work days and one-half work days which total eighty (80) regular work days in order to qualify for District paid insurance for the next school year.

The minimum number of eighty (80) regular or one hundred and sixty (160) half work days set forth above will be set within a range of seventy five (75) to eighty (80) regular work days or one hundred and fifty (150) to one hundred and sixty (160) one half work days in a school year following a school year in which the total number of dispatch days is less than twelve thousand (12,000) determined as follows. The total number of half day dispatches will be divided by two and added to the total number of full dispatch days for a total number of dispatch days in a school year. If the total number of dispatch days in a school year is less than twelve thousand (12,000), then the number of work days to qualify for the district insurance contribution is set as follows:

<b>Number of Dispatch Days</b>	<b>Number of Qualifying Days</b>
less than 12,000 to 11,400 .....	79 full/158 half
less than 11,400 to 10,800 .....	78 full/156 half
less than 10,800 to 10,200 .....	77 full/154 half
less than 10,200 to 9,600 .....	76 full/152 half
less than 9,600 .....	75 full/150 half

- b. Once a substitute teacher has qualified for District paid insurance, and if the substitute is employed the following year, the substitute must work a total of sixty (60) regular work days or one hundred twenty (120) one-half work days or any combination of regular work days and one-half work days which total sixty (60) regular work days in order to qualify for District paid insurance for the next school year.
- c. The work days a substitute is employed to fill a regular teaching position as a temporary or single assignment teacher shall be counted as regular work days for purposes of determining eligibility for insurance in this Article. Work days of .1 to .5 FTE shall be counted as a half-day and work days of .51 to 1 FTE shall be counted as a full day for purposes of V II.A.2 and 3.
- d. During the school year(s) in which the substitute teacher participates in the District's major medical insurance program, there exists no substantial evidence that would support deletion or removal of the substitute from the Master Substitute List under the District's rules governing availability for work.
- e. A substitute can average the number of work days over the most recent twenty-four (24) months of the student school year for purposes of determining eligibility under section A.2.
- f. Substitutes who are receiving the District paid insurance contribution will accept offered substitute assignments if the substitute is available.

- 2. Premium Paid by Employee. Substitute teachers on the Master Substitute List who have substituted a minimum of thirty (30) regular work days or sixty (60) one-half days or any combination of regular work days and one-half work days which total thirty (30) regular work days in the Eugene School District the preceding school year or who have been full-time teachers in the Eugene School District for one hundred thirty-five (135) days in the preceding school year are eligible to participate in and pay the premiums for the District's major medical insurance program.

However, eligible substitute teachers who desire coverage must complete an application form and return it to the District Human Resources office by September 1. The District will send a letter to substitutes, at least ten (10) days prior to September 1, to notify them that insurance forms may be obtained from the Human Resources office. Substitute teachers shall deliver medical insurance premium payments to the District on or before September 10.

Substitute teachers who did not qualify for benefits in the prior year may qualify and participate in the benefits program in the current year. To qualify, the substitute teacher must substitute a minimum of thirty (30) regular work days; or sixty (60) one-half days; or any combination of regular work days and one-half work days which total thirty (30) regular work days by March 1 of the current year. Eligible substitute teachers shall be notified by the District on or before March 10. The eligible substitute must submit the enrollment forms and deliver the first payment on or before March 20. Coverage will be effective as of March 1.

- a. Substitute teachers who choose medical insurance coverage shall have the monthly premiums deducted from their pay. If the substitute teacher's net pay is less than the monthly premium, the teacher will deliver the difference between

his/her net pay and the premium to the District on or before the tenth (10th) of the month. Such deductions take precedence over other payroll deductions.

- b. When a substitute teacher voluntarily withdraws from the medical insurance program or has benefits terminated for failure to pay premium(s), or for ineligibility, the substitute teacher may not enroll again until the following enrollment period. A substitute teacher who resigns or is deleted or removed from the Master Substitute List shall receive medical insurance from the effective date of such resignation, deletion, or removal to the end of the calendar month.
3. The JBC will select the insurance carrier(s); if the JBC is unable to agree on the selection, the District shall select the insurance carrier(s).
4. The JBC will be comprised of two (2) members appointed by the Association and two (2) members appointed by the District. The JBC decisions shall be by consensus. The JBC is responsible for designing and managing the substitute teachers' benefit programs, the reserve fund, and communication with substitute teachers on benefit issues. The JBC will annually recommend to the District a budget for its operating expenses. JBC members shall have access to committee consultants.
5. If costs of substitute teacher medical insurance exceed the District contribution, then the JBC will adjust the benefit program to fall within the amount of the District contribution including accumulated insurance fund reserves or assess unit members the excess cost. If the JBC is unable to reach consensus on how to cover the difference between the insurance premium and the amount of the District contribution as required by this section, then the Association and District JBC representatives shall each make a proposal for covering this difference using either benefit program changes, available JBC reserves, and/or substitute teacher out-of-pocket contribution or a combination thereof.

The insurance reserve fund and all amounts which have been added to the fund including interest earned on the fund amount, are reserved exclusively for the substitute teachers' insurance program as managed by the JBC.

6. The District will pay for nine (9) one-half days of pay at the substitute teacher rate for one Association bargaining unit member to participate in JBC meetings from the execution of this contract through its termination.

## **ARTICLE VIII - LIABILITY AND LEGAL PROTECTION**

### **A. ASSAULT AND/OR BATTERY**

Any substitute teacher who is involved in an assault and/or battery within the scope of his/her employment shall immediately submit to his/her building principal or other immediate supervisor a written report of the circumstances.

1. The substitute teacher shall make supplemental written reports, attaching copies of any summons, complaints, process, information, indictment, notice or demand served on him/her in connection with the assault within five (5) days after being served, or otherwise receiving such information, and shall report the final disposition of any such proceedings. Such reports are to be forwarded through the building principal or other immediate supervisor to the superintendent.
2. In the event civil or criminal proceedings are brought against the substitute teacher, the superintendent shall comply with written requests by the substitute teacher for information in the District's possession relating to his/her defense. The District shall not be required to provide information privileged by law, or to provide any legal defense or counsel.

### **B. PERSONAL PROPERTY**

The District shall pay the substitute teacher the reasonable value of the substitute's personal property damaged or destroyed as a result of the District's negligence while the substitute teacher was engaged in the performance of assigned duties. This provision will not apply to personal property other than clothing, and eye glasses unless the use of such property had been authorized in writing by the building principal or immediate supervisor.

## **ARTICLE IX - LEAVES OF ABSENCE**

### **A. PAID LEAVES - SICK LEAVE**

1. One (1) day of paid sick leave shall be provided to a substitute who has worked fifteen (15) consecutive days in one teaching assignment for one regular teacher. If the substitute continues in the same assignment beyond fifteen consecutive days, thereafter additional paid sick leave shall accumulate at the rate of one (1) for each twenty (20) days worked.
2. Sick leave days that are earned and not used in any long term assignment may be accumulated to a maximum of two (2) days to be used in another long-term assignment after twenty (20) days in that long term assignment.

3. "Sick leave" means absence from duty because of the employee's illness or injury or because of disability caused by pregnancy or childbirth which prevents the substitute from working.

#### B. UNPAID LEAVES

1. Jury Duty. When a substitute teacher is on extended service rate, as provided for in Article VI (C), and is called for jury duty, the District shall upon request join in an application to the court for a hardship postponement of such duty until the extended service rate assignment is completed.
2. Other Leaves. A substitute teacher shall be eligible for an unpaid leave of absence of up to two (2) years for personal and professional purposes but only after working three (3) years and one hundred twenty (120) accumulative days. Maternity, adoptive, parental, or critical illness leaves are available to all substitutes upon reasonable notice.

Substitute teachers who are working on their "Standard" teaching endorsement, may have a one (1) year unpaid leave of absence after two years and ninety (90) accumulated days of substitute work in the District in order to complete course work related to the Standard Credential requirements.

Upon written notification to the District of his/her return from an approved leave, if properly certified, a substitute will be returned to active status. Responsibility for maintaining certification during the leave rests solely upon the unit member. The substitute also shall be entitled to resume paying insurance premiums subject to agreement by the carrier provided that the substitute had been eligible for coverage prior to commencing the leave.

A substitute who takes a one (1) year professional leave and returns to substitute teaching in the District and who had qualified for the District paid insurance contribution before taking the leave, will be eligible for the District-paid contribution after working fifteen (15) regular full days or thirty (30) one-half (1/2) days upon returning to the District.

#### C. FAMILY MEDICAL LEAVE

A substitute teacher eligible for FMLA leave under state or federal law can use accumulated sick leave for FMLA leave.

## ARTICLE X - RIGHTS OF PROFESSIONAL EMPLOYEES

#### A. PERSONAL LIFE

The Board of Directors recognizes that the personal life of a substitute teacher outside the scope of the working environment is not an appropriate concern of the Board, except as it may affect the substitute teacher's work performance, student relationships, peer relationships, the regular operation of the school, or except as it may impinge on statutory responsibilities of the District.

#### B. CONTROVERSIAL ISSUES

The appropriate administrator(s) will review complaints from any person who is not satisfied with the manner in which controversial issues are being treated. If the substitute teacher feels the complaint has not been fairly considered, further review by the Board may be requested. This is the exclusive remedy in such matters.

#### C. REQUIRED MEETING OR HEARING

Whenever any substitute teacher is required to appear before the superintendent, Board, or any District administrator, the substitute teacher shall be given prior written notice of the specific reasons for the meeting or interview and shall be entitled to be accompanied and advised by a person of his/her choice; however, the substitute may be required to attend such a meeting or interview immediately following the notice herein described.

#### D. CRITICISM OF EMPLOYEES

Any criticism by a supervisor, administrator, or Board member of a substitute teacher and his/her job performance shall be made in confidence to the substitute teacher and not in the presence of students, other teachers, or parents. This clause is not intended to stifle or hinder resolution of classroom problems. Association representatives and substitute teachers shall apply this standard to their criticism of the superintendent, District administrators, Board members, and other employees.

#### E. NONDISCRIMINATION

The provisions of this Agreement shall be applied equally to all substitute teachers without regard to race, religion, national origin, age, gender, sexual orientation, handicapped condition, Association membership or nonmembership or marital status, and a substitute may work in the same building as her/his spouse or significant-other; however, she/he may not be assigned to substitute for her/his spouse or significant-other without the prior approval of the director of the Human Resources Department or his/her designee.

**F. DUTY OF FAIR REPRESENTATION**

The Association agrees to fulfill its duty of fair representation and agrees to indemnify, defend and hold the District harmless against any claim, demand, suit or liability (monetary or otherwise) arising from any action taken or not taken by the Association with respect to its duty of fair representation. The Association's liability begins at the point the Association breaches its duty of fair representation. Under this provision the Association is not liable for the District's attorney fees. The Association will be liable for any breach of the duty of fair representation that occurs on or after July 1, 1993.

**G. USE OF SCHOOL BUILDINGS**

The Association and its representatives have the right to be present in school buildings, providing there is no interference with the normal school program or activities and providing the building and district procedures for visiting a building are followed. The Association may use school building rooms and other meeting rooms for Association collective bargaining contract business after regular building hours and the use shall be with prior approval of the building administrator.

**ARTICLE XI - INSERVICE**

- A. The district shall provide one-half (1/2) day of district-sponsored inservice program at the beginning of each work year. Persons on the master substitute lists at the time the inservice is provided are eligible to participate in the inservice program. Each substitute teacher who attends this one-half (1/2) day inservice, up to a maximum of two hundred (200) substitute teachers, shall be paid at the per diem rate for a half day. A committee appointed by the association may consult with the district regarding inservice programs.
- B. When the District notifies teachers of District workshops and/or inservices, a copy of the notice shall be sent to the EEA office.

**ARTICLE XII - PROFESSIONAL RECOGNITION**

- A. All substitute teachers will have the opportunity to maintain an active application for regular teaching employment.
- B. In the event that a District substitute teacher is hired into a regular teaching position, credit for days of substituting in District 4J shall be given for the purpose of salary placement. Such credit shall be based upon the following formula: one year of teaching experience shall equal a total of two hundred seventy (270) full days of District 4J substituting, or five hundred forty (540) half-days, or combination of full days and half-days equaling two hundred seventy (270) full days; two years of teaching experience shall equal a total of five hundred forty (540) full days of District 4J substituting, one thousand eighty (1,080) half-days, or combination of full days and half-days equaling five hundred forty (540) full days. A qualifying substitute is eligible for a maximum of four years of salary credit using this formula. It is the responsibility of such persons to provide proof of days worked prior to the 1989-90 school year. Beginning with the 1989-90 school year, a record of days worked by substitutes will be maintained by the District as described in Article VI (G).
- C. Prior to reviewing outside licensed teacher applicants, and at the same time an administrator can review district probationary and temporary teacher applicants for vacant licensed teaching positions, the district will encourage the hiring administrator to review the EAST bargaining unit applicants' notebook provided to the district Human Resources Department by EAST. EAST will hold the district harmless from any applicant's claim based on the terms of this paragraph XII.C.

**ARTICLE XIII - STRIKES AND LOCKOUTS**

**A. NO STRIKE**

Neither the Association, any person acting on its behalf, nor any substitute teacher will initiate, cause, participate or join in any strike, work stoppage, slowdown, unlawful picketing, concerted activity or other restriction of work, e.g. failure to report for duty, willful absence of a substitute teacher from his/her position, abstinence in whole or part from the full faithful and proper performance of duties of employment during the term of this Agreement. Violation of this provision shall make the substitute teacher liable to deletion and removal from the Master Substitute List for up to two (2) years pursuant to rules established by the District pursuant to Article II (B).

However, in the event of a lawful strike by the bargaining unit of certified, regularly-employed unit members represented by the Association, the District will not discipline, reprimand, or remove from the Master Substitute List a substitute unit member because he/she refuses to work, or commit to work, during such strike. Nothing in this provision shall be construed to modify in any way Article II of this Agreement except that refusal to work during a lawful strike by the regular certified unit shall not be the reason for removal of a substitute teacher from the Master Substitute List. Association officials will not take any official action adverse to the employment of any substitute who commits to work, or works, during a strike by the regular certified unit. The District shall determine compensation at its sole discretion for substitute unit members who choose to work in the event of a strike provided the compensation shall not be less than provided in this Agreement.

**B. NO LOCKOUT**

There will be no lockout of substitute teachers by the District as a consequence of any dispute arising during the period of this Agreement.

## **ARTICLE XIV - ASSOCIATION RIGHTS**

**A. ASSOCIATION BUSINESS**

Association business shall be conducted outside the regular eight (8) hour day.

**B. MAIL**

The Association may use the District's intra-school mail service. The District shall collect and deliver mail daily at the Association office.

**C. COMMUNICATIONS**

Communications shall be posted only in a display area which has been designated by the principal for that purpose. All Association communications must clearly identify the authorship and be approved by Association officers. No defamatory or scurrilous material shall be distributed or posted

## **ARTICLE XV - DISTRICT RIGHTS**

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees. Except as expressly limited by this

Agreement and applicable law, without limiting the generality of the foregoing above, it is expressly recognized that the Board's rights and responsibilities include:

The right to determine location of the schools and other facilities of the school system; the determination of the financial policies of the District; the determination of the management, supervisory or administrative organization of each facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions; the maintenance of discipline and control and use of the school system property and facilities; the determination of safety, health, and property protection measures; the enforcement of the rules and regulations now in effect and the establishment of new rules and regulations from time to time; the direction and arrangement of all working forces in the system, including hiring employees, and suspending, discharging, disciplining or transferring employees for poor or unacceptable work or for other reasons; creation, combination, modification or elimination of any teaching position; 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; the layout of equipment to be used and the right to plan, direct, and control school activities; the determination of the processes, techniques, methods and means of teaching and the subjects to be taught; the establishment of hours of employment; the determination of the time, days and manner of payment; the scheduling of classes and assignment of work loads; selection of textbooks, teaching aids and materials; and assignments to all duties of an extracurricular nature.

## **ARTICLE XVI - SUBSTITUTE FINDER SYSTEM**

A joint Association/District committee will be formed consisting of two (2) certified teachers appointed by the EEA, two (2) administrators appointed by the District, and two (2) substitutes appointed by EAST. This committee will meet by May 1 each year at the request of one of the parties to address the Substitute Finder System and recommend changes to the District, EEA, and EAST. The report, for implementation, shall be made available to the Association.

**IN WITNESS WHEREOF**, the Association has caused this Agreement to be signed by its President and attested to by its Secretary, and the Board has caused this Agreement to be signed by its Chair, attested by its Clerk.

EUGENE EDUCATION ASSOCIATION

EUGENE SCHOOL DISTRICT 4J

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Chair Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary Date

\_\_\_\_\_  
Clerk Date

pjw 8/4/05

## **APPENDIX A**

### **Formula for Determining Possible Additional Dollars for the 2006-07 District Insurance Contribution**

In the event fewer than 200 substitute teachers are paid for participating in the fall 2005 and fall 2006 inservice program described in Article XI, then additional dollars will be added to the District insurance contribution in section VII. B.1 for the insurance contribution term of October 2006 through September 2007. The total additional dollars will be determined by multiplying the inservice half-daily-rate in each of these years by the number of substitute teachers, less than 200, who are not paid for participating in the inservice activity. The total sum, if any, shall be divided by twenty-two (22) and then divided by twelve (12) and that amount will be added to the District insurance contribution for the term October 2006 through September 2007. Only eligible substitute teachers who are participating in the medical insurance program for the 2006-07 school year will receive these additional dollars.