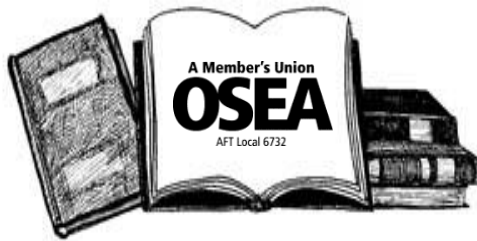


COLLECTIVE BARGAINING AGREEMENT
between the
SILVER FALLS SCHOOL DISTRICT
and the
OREGON SCHOOL EMPLOYEE ASSOCIATION
on behalf of
OSEA CHAPTER 148



Schools
work,
Students
learn,
Thanks to
Classified.

2017 - 2020

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1. Preamble

The parties to this agreement are Silver Falls School District, herein referred to as the “District” or “Board” and the Oregon School Employees Association Chapter No. 148 hereinafter referred to as “Association.”

The purpose of this agreement and the intent of the parties hereto is set forth in the agreement between the parties concerning employment relations under all relevant provisions of the Oregon law governing public employee collective bargaining.

2. Recognition

1. **Bargaining Unit.** The District hereby recognizes the Association as the exclusive representative, as defined in ORS 243.650, of classified employees excluding licensed teachers, supervisory, confidential, work experience, temporary, and substitute workers.
2. **No Obligation.** Granting recognition will not be construed as obligating the District to continue any function or policy in any manner.
3. **Definitions.** The following definitions will apply:
 - a. “Employee” will include all employees in the bargaining unit.
 - b. “Substitute worker” refers to a person hired to replace an employee who is temporarily reassigned or absent and who retains job rights.
 - c. “Temporary” worker refers to a person hired to do temporary work.
 - d. “Temporary work” means one or more of the following intermittent or one-time duties or tasks:
 - 1) Requiring specialized training, knowledge, skills or abilities not present in the work force or for which no qualified unit member is available to perform, or
 - 2) Traditionally performed by workers outside the bargaining unit (e.g., “community service” work assigned by the courts).
 - 3) Work of a type ordinarily performed by employees but which cannot be completed by available staff due to a seasonal or temporary increase in the workload, e.g., “summer maintenance.”
 - 4) Employment up to a maximum of ninety (90) consecutive work days, to fill vacant regular bargaining unit positions for which no employee has job rights, during the hiring process.
 - e. “Regular full-time employee” is one whose assignment requires seven (7) or more hours a day, or thirty five (35) or more hours per week.
 - f. “Regular part-time employee twenty hours or more per week” is one whose assignment requires less than seven (7) hours a day but four (4) or more hours per day or less than 35 hours per week but twenty (20) or more hours per week.
 - g. “Regular part-time employee less than twenty hours per week” is one scheduled to work less than four (4) hours a day, or less than twenty (20) hours per week.

3. Savings Clause

Should any Article, Clause or Provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Article, Clause or Provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in force and effect for the duration of this Agreement. Should any Article, Clause or Provision of this Agreement be declared illegal, the parties may enter into discussion for a replacement Article, Clause or Provision upon written request by either party.

4. Insurance

1. District Contribution

2017-18:

Effective at the beginning of the **2017-18** insurance plan year, the District shall contribute on behalf of each regular full-time employee (35 hours per week) up to a maximum of \$1,465 per month toward premiums for medical, dental, and vision insurance coverage for employees choosing medical coverage through a low cost / high deductible HSA compatible medical plan (current OEBC plan). The maximum District contribution for regular full time employees choosing any other plan will be \$1,260 per month toward premiums for medical, dental and vision insurance coverage.

2018-19:

Effective at the beginning of the **2018-19** insurance plan year, the District shall contribute on behalf of each regular full-time employee (35 hours per week) up to a maximum of **\$1,555** per month toward premiums for medical, dental, and vision insurance coverage for employees choosing medical coverage through a low cost/high deductible HSA compatible medical plan (current OEBC plan). The maximum District contribution for regular full time employees choosing any other plan will be **\$1,295** per month toward premiums for medical, dental and vision insurance coverage.

2019-20:

Effective at the beginning of the **2019-20** insurance plan year, the District shall contribute on behalf of each regular full-time employee (35 hours per week) up to a maximum of **\$1,645** per month toward premiums for medical, dental, and vision insurance coverage for employees choosing medical coverage through a low cost/high deductible HSA compatible medical plan (current OEBC plan). The maximum District contribution for regular full time employees choosing any other plan will be **\$1,330** per month toward premiums for medical, dental and vision insurance coverage.

For employees taking a low cost/high deductible plan with the inclusion of an HSA, half (50%) of the employee's annual insurance contribution to the HSA will be placed in their HSA account on or before October 1 of 2017, 2018, 2019.

The Silver Falls School District will no longer employ an insurance pool for classified employees.

2. **Part Time Proration:** The District will contribute on behalf of each regular part-time employee (20 hours per week or more) toward insurance premiums based on the employee's average hours per day: employees working 4 or more but less than 5 hours per day — 50% of the premium; 5 or more but less than 6 hours per day — 62.5% of the premium; and 6 or more but less than 7 hours per day — 75% of the premium. The part-time employee will contribute the balance of the insurance premium through payroll deduction. Employees under temporary contract for less than 90 continuous contract days will not be eligible for benefits under this article.

Selection of Plans/Riders. The District and Association shall meet and mutually select insurance plan options. For the 2017-18 year, the options will include: five medical, four dental and all vision plans. Once selected, the plan options shall not be changed without the agreement of both parties. In the event these plans or riders are eliminated or modified by the carrier, a mutually agreed upon plan providing comparable benefits shall be substituted in determining the benefit increases specified.

4. **Section 125 Plan:** Classified staff may participate in an IRS Section 125 account by appropriate payroll deductions for any monthly insurance premium co-payment required of the employee. In addition the plan will include a flexible reimbursement provision, i.e., employees may request pre-taxed payroll deductions to apply toward disability insurance premiums, dependent care costs, prescription drugs and other health care expenses not covered by insurance. The plan administrator will be selected by the District.
5. **Health Savings Account (HSA):** Employees electing to participate through the District insurance program in an eligible high deductible health plan as described by IRS codes may be eligible to participate in a Health Savings Account provided all criteria is met under the rules and regulations set forth by the IRS. For employees eligible to participate in a Health Savings Account, the District will contribute the maximum District insurance contribution for any given year into Health Savings Accounts but the total contributions

toward insurance premiums and the HSA shall not exceed the District's cap as listed in Section 1 of this article. Employees will be allowed to make contributions into such accounts up to the annual maximums allowed by the IRS.

6. Regular part-time, less than 20 hours per week, employees are not eligible for any District contribution toward insurance coverage, but may participate in the plan at their own expense, subject to carrier restrictions.
7. In the event the amount paid by the District for the purchase of insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction.
8. 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.
9. The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carrier(s) or the authorizing Insurance Trust. In the event of provider-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain under ORS 243.698, upon demand, over changes in the benefit package.

5. Voluntary Payroll Deductions/Dues

Voluntary deductions may be requested by using approved business office forms. These include the following:

1. Additional premiums for any group insurance, if applicable.
2. Direct deposits or payroll deductions to authorized credit unions.
3. **Tax Sheltered Annuities:** The District shall approve up to ten (10) TSA programs, but a minimum of ten (10) employees must participate in order to continue the program. If at any time a TSA program ceases to have ten (10) members, remaining employees will be given sixty (60) days' notice to transfer their contributions into a District recognized TSA program. The District will maintain all preexisting TSA's added as a result of the merging of the District until such time as membership in the preexisting TSA's fall below ten (10) employees.
4. **Association Dues.** The District agrees to deduct from the wages of each employee for the payment of dues to the Association, pursuant to authorization in writing by each employee on the Association membership form. This amount shall be forwarded to the state office of the Oregon School Employees Association by the 15th of each month following payroll deduction.
5. **Fair Share.** All classified employees who are not members of the Association shall have deducted from pay an amount equal to the Association dues. This amount shall be forwarded to the state office of the Oregon School Employees Association by the 15th of each month following payroll deduction.

An individual who objects to Association dues or fair share deductions based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member will inform the District and the Association of his or her objection. The employee and the Association representative shall establish a mutually satisfactory arrangement for distribution of his or her contribution of an equal amount to a non-religious charity in lieu of the dues or fair share deduction.

6. Management Rights and Responsibilities

Except where specifically limited by this Agreement, the District retains and reserves unto itself all powers, rights and authorities, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities.
2. All statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees.
3. Determine the number of employees to be employed, to hire employees, determine their qualifications, assign and direct their work, to promote, demote, transfer, lay off, recall to work, and retire employees subject only to the provisions of law and the specific provisions of this Agreement.
4. To set the standards of performance, determine criteria for evaluation of performance, to maintain the efficiency of operations by determining the personnel, methods, means and facilities by which operations are conducted, the starting and quitting time and the number of hours and shifts to be worked.
5. To expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service and to control and regulate the use of equipment, facilities and other District property. To determine the number, location and operation of departments and all other classifications of District employees.
6. The right to set, amend and revise policies, rules, regulations and practices and to take whatever action is either necessary or advisable to determine, manage and fulfill the District's mission and to direct District employees.
7. The District's failure to exercise any right, prerogative, or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

7. Association Rights & Responsibilities

1. Upon request and approval by the principal, the Association may be allowed use of such office equipment as needed to provide duplicating and information to the employees. Inter district mail may be used for distributing information to employees in the bargaining unit, such use shall be when said equipment is not in use for District purposes. The Association shall indemnify and hold harmless the District for any claim or action brought against the District as a result of the Association's use of the inter-District mail system. Association use of the District e-mail system shall comply with the District's acceptable use policy. The Association will pay the reasonable cost of all materials and supplies incidental to such use, and for any repairs, excluding routine maintenance, necessitated as a result of using equipment.
2. Official representatives of the Association, other than District employees, will be allowed to visit the work area of members of the bargaining unit during work time if, in the judgment of the employee's supervisor, such visits would not impair job performance.
3. The District will provide the Association with reasonable space on an employee bulletin board in each facility for use by the Association in communicating official notices of Association business to members of the bargaining unit.
4. Whenever mutually scheduled, Association representatives, elected or appointed, shall be granted time off without loss of pay from their regular school duties to attend local meetings dealing with grievance proceedings and labor negotiations. Whenever possible, such meetings will be scheduled so as not to interfere with normal work duties. The District shall not be obligated to pay overtime compensation due to the provision of this section.
5. **Association Meetings.** Any nighttime employee wishing to attend a monthly Chapter meeting may be allowed to attend with the understanding that he or she make up lost time due to the meeting and the attendance is approved by the building principal or supervisor. The employee will arrange to make up time with his or her supervisor.
6. **Meeting Notices.** The District shall provide the Association President with the agenda of future meetings of the District Board of directors as soon as practicable following delivery to the school board. The District shall provide the Association with a copy of the official minutes of the Board meetings within fifteen (15) days after the minutes have been approved by the board.
7. The District will release the Association President or his or her designee for up to ten (10) work days for Association business. The Association will reimburse the District for the full cost of salary and benefits
8. Upon request, the District agrees to provide the Association information necessary to perform its statutory duties as the exclusive representative of bargaining unit employees. The Association agrees to pay reasonable costs for the development and preparation of requested materials.

8. Official Personnel Records

1. Personnel files and personnel records maintained by building administrators or supervisors are exempt from disclosure under ORS 192.502(2), ORS 192.501(12) and by agreement of the Association and the District. Personnel files for each employee shall be kept in a central location; such files are confidential.
 - a. Employees will have the right, upon request, to review the contents of their personnel file and to obtain a copy of any documents contained therein.
 - b. The employee shall not have the right to view confidential letters of reference received by the District prior to the employee being hired.
 - c. An employee will be entitled to have a representative accompany him or her during such review of the employee's personnel file.
 - d. The employee will have the right to attach a written statement to any written material placed in the employee's personnel file.
 - e. The employee will acknowledge the opportunity to review material to be included in the personnel file by signing the copy to be filed, with the express understanding that such signature does not signify agreement with the content of the material. No information that reflects critically upon an employee shall be placed in an employee's personnel record that does not bear either the signature of the employee indicating that he/she has been shown the material or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it, or that the supervisor has attempted to show the material to the employee and the employee has refused to review the material. A copy of such material shall be furnished to the employee upon request.
 - f. Each employee's personnel file shall contain the following minimum items:
 1. Performance evaluation reports
 2. Correspondence relating to employment
 3. An employment application
 - g. Current annual notice of employment and current job descriptions will be kept on file in the Silver Falls School District Office.
2. **Administrator Working Files**
 - a. Administrator working files are personnel records and may include anecdotal notes pertaining to the supervision and evaluation of employees. Administrator working files may be maintained by the supervising administrator at the school site.
 - b. Administrator working files are considered confidential personnel records and are exempt from disclosure.
 - c. Material contained in the administrator's [or supervisor's] employee working file may not be used to support a recommendation of dismissal unless it had previously been placed in the employee's personnel file in conformance with section one of this Article.
 - d. The Personnel Office will keep on file the current and annual notice of employment and current job descriptions for all unit members.

3. **Disclosure of Personnel Files and Records**

- a. Disclosure of materials contained in an employee's personnel file or from personnel records maintained by administrators shall be made only with the express written permission of the affected employee, or by court order, or by lawful subpoena by a law enforcement agency. District administrators and/or their designees shall have the right to review materials contained in employee personnel files. Release of information contained in employee personnel files and personnel records to state agencies or to the exclusive bargaining representative in accord with the lawful functioning of those agencies, shall not be construed as a disclosure or waiver of the confidentiality of employee personnel files and records. Disclosure of any single document contained in a personnel record or file shall not be construed as a waiver of remaining documents in the personnel file or records.
- b. **Copying Personnel Files and Records.** The employee shall pay for the actual cost of any copying requested by the employee.

9. Discipline of Employees

1. **Definitions:** For the purpose of the Article, “discipline” shall include written reprimands, suspension without pay, and demotions. “Demotion” means an involuntary transfer to a lower pay-range job title, which is not made as a result of layoff or reorganization. “Suspension” means a temporary directive for an employee not to report to work for one or more of the causes listed below. Evaluations and plans of assistance are not included under the definition of discipline.
2. **Probationary Employees.** The probationary period is an extension of the selection process. Every new employee hired into a permanent position in the District will serve a probationary period of 180 calendar days, excluding scheduled break periods and paid leaves in excess of six days during the probationary period, beginning with the date of hire as a regular employee. The District has the right to terminate new employees on a probationary status at any time during the probationary period.

A probationary employee may be disciplined or discharged for any cause deemed in good faith sufficient.

3. **Non-Probationary Employees.** A non-probationary employee may be disciplined or discharged for the following causes:
 - a. Insubordination.
 - b. Unsatisfactory or inefficient job performance, including failure to maintain acceptable attendance.
 - c. Use of alcohol or other activities which interfere with the employee carrying out his or her job responsibilities.
 - d. Misconduct or violation of published District policies, rules or regulations, or violation of state or local criminal laws that are sufficiently related to employment.
 - e. Neglect of duty.

Except in cases of serious misconduct, the principle of progressive discipline will be followed.

Progressive discipline may be conducted in the following manner at the discretion of the supervisor:

- a. Written Warning
- b. Written Reprimand
- c. Suspension without pay
- d. Termination

4. **Administrative Procedures.** A non-probationary employee whose discipline is sought is entitled to:
 - a. Due Process;
 - 1) Notice of the charges against the employee;
 - 2) The opportunity to respond to the charges;
 - 3) The right to review the statements of witness(es), documents, and investigatory reports assembled by the District upon which the action sought is based.
 - 4) Examination of witnesses, or a formal hearing, is not required but may be provided at the discretion of the superintendent or designee.
 - 5) An Association representative to represent him/her at all stages of the proceedings.
 - b. The District will provide a written decision within ten (10) working days of the due process meeting, unless further investigation is necessary, in which case the District will notify the employee of what additional time will be necessary.

- c. If, in the judgment of the District, it is deemed necessary, the District may place the employee on paid administrative leave during the period of investigation and review. The District retains the right to reassign employees, temporarily or permanently, at any time, including during the period of investigation and review.
5. **Appeal Options.** An employee may appeal an administrative demotion or discharge decision either one of two ways, either by a Board hearing as provided in ORS 332.544 or through the contract grievance procedure. The decision to choose one of these two appeal routes constitutes a final election of an appeal procedure. Written reprimands and suspensions without pay may be appealed through the contract grievance procedure.
- a. Board hearings of appeals of administrative discipline/discharge decisions will be conducted in accordance with District practice and ORS 332.544.
 - b. Grievance procedure appeals will be initiated by filing of a grievance as set forth in Article 10 “Grievance Procedure” of the Agreement.
6. **Effective Date.** The discipline/discharge of an employee will be effective on the date the employee is given written notice.

10. Grievance Procedure

1. **Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. The parties agree that these proceedings will be kept informal and confidential, consistent with the ultimate goal of resolving the grievance at each step of the grievance procedure.
2. **Definitions**
 - a. **Contract Grievance.** A “contract grievance” is a claim by an employee, groups of employees, or the Association of a violation, misinterpretation or misapplication of a specific provision of this Agreement.
 - b. **Aggrieved Person.** An “aggrieved person” is the person(s) or the Association making the claim.
 - c. **Immediate Supervisor.** The “immediate supervisor” as used in the Article shall be the most immediate supervisor who is not in the bargaining unit.
 - d. **Time Limits.** Since 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.
 - 1) The failure of the District to respond within time limits set forth herein will constitute a rejection of the grievance at that level and thereby allow the aggrieved person to take the grievance up at the next step within the time limit specified therein. Failure of the aggrieved person to comply with a time limit set forth herein shall constitute a withdrawal of the grievance.
 - 2) The time limits specified may be modified only by written agreement between the parties.
 - 3) This grievance procedure is established for the sole and express purpose of resolving any disputes which may arise during the term hereof and shall apply only to disputes which may arise during the term or relate to rights which accrue or vest during the term of this Agreement.
 - 4) “Days” as used in this Article shall mean calendar days. Any action which falls on a legal holiday as defined by ORS 187.010 and 187.020 shall be deferred to the next day which is not a legal holiday.
3. **Procedure**

Step 1. Supervisor. With the exception of dismissal/demotion or group grievance involving more than one work site which must initially be filed at Step 2 aggrieved person or persons, as defined above, shall within fourteen (14) days of the occurrence of the grievance, or his/her knowledge of the same, whichever occurs later, discuss it with the supervisor, with the objective of resolving the matter informally. The supervisor shall have seven (7) days in which to respond to the grievance. In a group grievance, it is not expected for all the grievants to attend all steps of the procedure.

Step 2. Superintendent or Designee. If the aggrieved person is not satisfied with the disposition of the grievance at Step 1, the aggrieved may file the grievance in writing with the Superintendent or designee within ten (10) days after Step 1 procedures have been completed. The grievance shall:

- 1) Specify the specific action or lack of action being grieved;
- 2) List the contract article or articles and section(s) or paragraph(s) thereof alleged to have been violated; and
- 3) State the specific remedy sought.

The Superintendent or designee shall immediately upon receipt of the grievance forward a copy of the grievance to the Association President and shall have ten (10) days in which to respond in writing to the grievance.

Step 3. School Board. If the aggrieved person is not satisfied with the disposition of this grievance at Step

2, the aggrieved may file the grievance in writing with the School Board within ten (10) days after Step 2 procedures have been completed. The School Board may determine to review the record only and make a decision, or may determine to hold a hearing on the grievance. The School Board will have thirty (30) days in which to respond in writing to the grievance.

Appeal Option. An employee may appeal an administrative demotion or discharge decision either one of two ways, either by a Board hearing as provided in ORS 332.544 or through the contract grievance procedure. The decision to choose one of these two appeal routes constitutes a final election of an appeal procedure. Written reprimands and suspensions without pay may be appealed through the contract grievance procedure.

Step 4. Arbitration. If the Association elects to pursue the matter to arbitration, it shall, within ten (10) days of the completion of Step 3 procedures, submit to the Superintendent or designee written notice of intent to arbitrate the issue.

4. **Selection of the Arbitrator.** Within ten (10) days of District receipt of written notification from the Association of their desire to arbitrate the grievance, the parties will meet and attempt to select an arbitrator and obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of seven (7) arbitrators may be made to the State Mediation and Conciliation Service by either party. Upon receipt of the list, the party to strike the first name shall be determined by lot and the parties shall alternately strike name thereafter, until only one (1) name remains. Such person shall be deemed to be appointed as the arbitrator, provided he/she is available to serve upon a mutually agreeable date within the next thirty (30) days from the date when first contacted. If such arbitrator is not available to serve within thirty (30) days and the parties do not agree to an extension of this thirty (30) days time limit, the parties shall request a new list of seven (7) arbitrators and repeat the striking process.
5. **Authority of the Arbitrator.** The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcription of all copies. The arbitrator shall have authority to consider only a claim based upon the violation of a specific provision of this Agreement, and shall have no authority to add to, modify or detract from this Agreement. The arbitrator shall be specifically prohibited from dealing with the merits of any grievance that was not processed in full compliance with the procedural requirements of this Article.

If there is a dispute regarding the arbitrability of a grievance, it will, if possible, be resolved by the arbitrator before a hearing is held and a decision is made on the substantive issue(s).

If the grievance is based upon a claim of a violation of a specific provision of this Agreement and was so specified in Step 2 and each succeeding Step, the arbitrator's award shall be final and binding within the scope of this Agreement.

The arbitrator shall have thirty (30) days from the date that the arbitration hearing is closed in which to provide his/her award to the parties.

6. **Rights of Employee Representation.** Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure. No grievance shall be pursued to binding arbitration (Step 4 herein) except by the Association. The Association shall not be required to pursue any grievance which, in its sole determination, lacks merit.
7. Should the processing of any grievance or arbitration require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. Testimony will be scheduled in order to minimize the impact to the work day.
8. All documents, communications, or records of a grievance shall be filed separately from the District personnel files. The grievant shall be permitted to inspect this file at the resolution of the grievance.

9. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any participant in the grievance procedure by reason of such participation.
10. No meeting or hearing under this procedure shall be conducted in public.

11. Work Hours & Work Week

1. The regularly scheduled work week will begin at 12:01 a.m. on Sunday and conclude at 12:00 a.m. on Saturday. The regularly scheduled work week will not exceed 40 hours per week.
2. **Work-Year.** The District will notify employees annually the number of days they will be assigned to work during the fiscal year. The District will give two weeks advance notice if changes to the work-year will be made during the work year.
3. **Work-Week.** The District will assign employees work week annually. The District will notify employees in advance if changes will be made to the employees assigned work week. Minor adjustments, of thirty (30) minutes or less, are not considered changes within the scope of this provision. Employees will normally be assigned work hours in keeping with their employment status:
 - a. “Regular full-time employee” will be assigned seven (7) or more hours a day, or thirty five (35) or more hours per week.
 - b. “Regular part-time employee twenty (20) hours or more per week,” will be assigned less than seven (7) hours a day, but at least four (4) or more hours per day, or less than thirty five hours a week but or twenty (20) or more hours per week.
 - c. “Regular part-time employee less than twenty (20) hours per week” will be assigned less than four (4) hours a day, or less than twenty (20) hours per week.

Prior to making changes in work schedules, the District will consider the desires and interests of the affected employees as a factor in determining work schedules.

4. Unless emergency conditions exist, all employees of the District eligible for overtime compensation shall be compensated as provided below, provided prior approval has been received from the immediate supervisor or overtime has been worked in accord with standing orders of a supervisor. Overtime worked without prior approval, or not in accord with standing orders of a supervisor, may result in disciplinary action being taken against the employee. Overtime compensation will be made in one of two ways upon the recommendation of the supervisor and the approval of the appropriate District-level administrator:
 - a. **Overtime Pay.** Authorized work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) time the regular rate of pay. Paid holidays shall count as time worked for purposes of calculating overtime pay.
 - b. **Compensatory Time Off.** With mutual agreement of the supervisor and the employee, or unless budgeted funds are not available, employees working in excess of forty (40) hours per week shall receive compensatory time off at the rate of one and one-half (1 ½) hours for every hour worked in excess of forty (40) hours per week. Compensatory time off is to be scheduled with the approval of the employee’s supervisor.
 - c. **Compensatory Time Accrual.** By mutual agreement compensatory time may be accrued up to forty (40) hours. Such time may be used for time off that is not covered by other paid leave clauses or if such leave time is used up. The request for the use compensatory time must be made forty-eight (48) hours in advance. At the end of each school year, employees shall be reimbursed for any accrued and unused compensatory time at one and one-half their normal rate of pay. Upon termination of employment, an employee shall be paid for unused compensatory time earned at a rate of compensation not less than: (1) the average rate received by such employee during the last three years of employment, or (2) the final regular rate received by such employee, whichever is greater. The supervisor must keep a written record of compensatory time earned and used, and entries in that record must be signed by both the supervisor and employee.

d. The district will develop a call list of employees designated to be contacted when emergency issues arise in the District during non-business hours. Examples of emergency issues include situations such as alarms on District property being set off; burst pipes, fire issues, etc. Designated employees required to return to work after their shift shall be paid a minimum of two hours pay at their regular rate of pay, unless the call back meets requirements for overtime or comp time pay outlined in Article 10.4(a)(b)(c). Minor changes in work schedules, starting and ending time, are not considered call backs. Driving time and time on the District site will be paid.

e. If the designated employee's required response to the emergency situation is limited to receiving and responding to a telephone call or other communication, and the employee is not required to report to a work site, he or she shall be compensated for the actual time spent responding to the communication, or one (1) hour, whichever is greater.

f. Phone calls from supervisors to employees to give general, non-emergency information for the next work day's assignment in relation to employees' regular work days duties, and are not subjected to a response as described above, are not entitled to compensation.

12. Job Openings

The District will make available to the Association membership notice of all job openings as follows:

1. From August 15 through June 15 by posting notice of vacancies including title and salary range on the District's website for a period of not less than one week (seven calendar days).
2. The District shall post notice of vacancies in the District Office and on the District website for a period of not less than one (1) week (seven calendar days) and shall notify the President of the Association by email. Postings will include the position title and pay range. Job descriptions for each classified position in the District will be maintained in the District Office and are available upon request.
3. Current employees interested in a posted position shall file a written application for the position during the posting period. The District will interview current employees who meet the minimum qualifications. If more than three current employees apply, the District may limit the number of current employees interviewed to three (3), at the District's sole discretion. Upon request, any district employee who was interviewed and not selected shall be furnished a written explanation as to why they were not selected within ten (10) days following notice of non-selection.
4. The vacancy announcement must be posted or mailed according to the requirement listed in Article 12, Sections 1 and 2, before the position is filled except in cases where the Superintendent or his or her designee determines there is an operational need for immediately filling the position. In such cases, the position will be filled temporarily during the posting period.
5. The District may fill bargaining unit vacancies by posting or advertising, or transferring employees within their current job classification. When a position is filled by transfer, the following procedures will be followed:
 - a. Transfer means assignment to a different district site in the same or different job title within the same job classification and pay range.
 - b. Reassignment means assigning an employee in the same or different job title within the same job classification and pay range at the same district work site.
 - c. The District will consider employees who have requested transfers or reassignments within the previous twelve (12) months.
 - d. Transfers and reassignments will be made within job classifications.
 - e. Employees interested in applying for transfer or reassignment shall be allowed to call the district office in order to confirm interest in an open position.
6. The District shall furnish the Association President with copies of all job openings at the time they are posted and a list of those selected for the position to be filled.
7. **Resignations.** Employees shall provide the District with two (2) weeks advance notice of resignation. Such advance notice requirement may be waived at the discretion of the District. The employee's resignation becomes effective when accepted by the Superintendent.
8. Present bargaining unit members hired into a different job classification shall serve a probationary period of ninety (90) calendar days in the new classification (excluding reclassification due to changes in job description). Failure to meet the standards of performance in the new position will result in the employee being transferred to the position previously held or another position in the same pay range and job classification.
9. **Fingerprinting.** The cost of pre-employment fingerprinting will be paid by the job candidate. See Article 24, pg. 36.

13. Reduction in Workforce and Recall

This article shall not apply to employees during their initial probationary period.

1. Definitions

- a. **Seniority.** Shall mean a classified employee's total length of continuous service, including summer recess periods, since his/her most recent date of hire. Substitute or temporary assignments shall not be considered when computing seniority. An employee laid off and subsequently recalled shall retain seniority accumulated prior to layoff. Leaves provided in the Agreement or disability leave will not be considered a break in service.
- b. **Job Title.** Means a specific job identified by a title and job description (i.e., bus driver, secretary, etc.)
- c. **Classification Group.** Means a group of job title(s) that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills and experiences from one job within the classification group to another. The listing of jobs within the classification group are in rank order, with the most difficult and/or demanding jobs listed at the top. Thus, the skills and experiences involved in performing higher ranked job functions, in general, are presumed to be transferable to jobs ranked below them. Incumbents of lower ranked jobs are not presumed to have the skills and/or experiences necessary to perform higher ranked jobs within the classification group. Job titles and classification groups are listed on Addendum A of the Agreement. (Note: A classification group may consist of a single job classification.)
- d. **Rank.** Corresponds to positions which require the same knowledge, abilities and skills and receive the same pay.
- e. **"Layoff"** means a reduction of partial or full hours (as provided in Section Four of this Article) that is not a result of disciplinary action or performance reasons.

2. Notice of Layoff.

If the District determines the need for a reduction in its classified work force, (excluding temporary reductions as provided in Section 5(i) of this Article), notice of not less than fourteen (14) calendar days prior to the effective date shall be provided to employees to be laid off; however, the District will endeavor to provide as much notice beyond the minimum fourteen (14) calendar days as is possible. A complete listing of the job titles, hire dates and work locations of all bargaining unit members will be made available to the Association upon request.

- a. The District reserves the right to determine positions reduced in force. When a position is to be reduced, the layoff will occur within the affected job title
- b. Employee(s) to be laid off within the job title(s) shall be determined by the District on the basis of previous job performance as documented in the employee(s)' personnel file and the operational needs for special occupation skills. However, where the District determines that two or more employees in the affected job title are equal in job performance, and/or skill levels to be utilized in the remaining position, an employee's seniority of service with the District shall prevail. No regular employee will be laid off within a job title(s) until all probationary and temporary employees (as outlined in Article 2) in such job title(s) have been released.

3. Bumping Rights.

An employee who is given the initial notice of layoff can either accept the layoff or can use his or her seniority to exercise bumping rights. A request to bump must be made within five (5) days of receipt of the layoff notice. The bumping right can be exercised to assume the position of the least senior employee who holds a job title in the same rank or the next lower rank in the classification group. The bumping right can also be exercised to move into the position of the least senior employee in a position of equal or lower rate of pay previously held by the employee receiving the layoff notice within the past three (3) years, including positions listed in the Specialties grouping, provided that the employee receiving the layoff notice was not removed from the previously held position for poor job performance or for disciplinary reasons.

- a. If there is no less senior employee in next lower job title, then the employee may bump the least senior employee in the next lower job title in descending order within the classification group.

- b. An employee who is displaced by being bumped under the preceding paragraph may also use his or her seniority in the same manner to bump into the next lower job title in the classification group. However, there will be a limit of three bumps as a result of the elimination of any position, with the final bump resulting in the layoff of the least senior employee in the classification group.
 - c. Employees who are to be laid off may not bump employees with less seniority in higher ranking/higher paid job titles within the classification group, nor may they bump to positions with more scheduled work hours per week than they had held previously. Less than twelve (12) month per year employees may not bump twelve month employees.
 - d. In order to bump, the employee must have the ability, capacity and skill to perform the job and must demonstrate ability to perform all job functions within fifteen (15) working days from the date he or she assumes the job duties. If, after a trial period of fifteen (15) working days, the employee cannot perform the duties of the lower ranked job in a satisfactory manner, the employee may, at the discretion of the District, either be given additional time for training and job mastery or be laid off. If he or she is laid off, the District will fill the job either by recall of the most senior employee who was laid off from a higher ranked job within the classification group or by recalling the most senior employee who was bumped out of that job title.
 - e. The employee who bumps into a lower ranked job title shall be paid according to the salary schedule for that job title and will be placed at the same incremental step held in his or her previous job title.
 - f. Employees terminated from employment due to a layoff will receive pay for all accrued vacation time and compensatory time on the effective date of termination.
4. **Reduction in Hours.** Within each classification, employees will, for purposes of consideration for reduction, be designated as either “regular full-time” (35 hours per week or more), “regular part-time twenty hours or more per week” or “regular part-time less than twenty hours per week” as follows:
- a. The District shall have the right to reassign employees to different work schedules, work years and/or hours within the above designated categories.
 - b. The District shall not involuntarily assign a “regular full-time employee” to a “regular part-time twenty hours or more per week,” or “regular part-time less than twenty hours per week” position without observing the provisions of this Article.
 - c. The District shall not involuntarily assign a “regular part-time more than twenty hours per week” employee to a “regular part-time less than twenty hours per week” position without observing the provisions of this Article.
 - d. “Regular part-time less than twenty hour” employees have no right to recall following the reduction of their position. “Regular part-time less than twenty hours per week” employees assigned less than one hour per week will be considered to be laid off according to the provisions of this Article.
 - e. The incumbent employee may choose to accept the reduction of hours and resulting reduction of benefit level and not be placed on the reduction of workforce list.
5. **Recall**
- a. Employees reduced from the workforce shall be placed on a reduction of workforce list of seniority-in the District and may be recalled in reverse order reduction to any job in the classification or lower ranking job in the classification group in which they had previously worked during the three years prior to layoff, as long as they can perform the job duties as determined by the District and provided no other employee with greater seniority in that job title(s) is on layoff and available for work.
 - b. The District shall be under no obligation to offer a reduction in workforce “regular part-time twenty hours or more per week employee” or a “regular part-time less than twenty hours per week employee” a “regular full-time position.”

- c. The District shall be under no obligation to offer a reduction in workforce “regular part-time less than twenty hours per week employee” a “regular part-time twenty hours or more per week employee” position.
- d. An employee will not forfeit his/her rights to recall should he/she take a job within the District in a lower classification. Employees who were full-time prior to layoff who accept a part-time position within the District shall remain on the recall list for recall to full-time employment until the end of the eighteen (18) month recall period. However, an employee who refuses recall to a position of equal or greater hours at an equal or greater pay rate will be removed from the recall list and shall have no further rights under this Article.
- e. All benefits to which an employee was entitled to at the time of his/her reduction, including unused accumulated sick leave, will be restored upon his/her return to active employment. The employee shall be placed on the salary step on which he/she was placed prior to the reduction. One step movement shall be granted if the employee had completed one-half (1/2) a full work year or a minimum of 135 days at the time of their reduction provided that other employees in his/her classification within the bargaining unit received step increases during the period of time the employee was on the reduction.
- f. Reduction of workforce status shall automatically terminate eighteen (18) months after the effective day of such reduction. No new hourly employees will be hired into job title(s) from which employees have been reduced for less than eighteen (18) months and who are qualified to perform all aspects of the job.
- g. If a reduction in workforce employee is recalled by the District, the employee has seven calendar days from the mailing of the certified letter (return receipt requested, to the last known address provided to the District by the employee), to accept or reject the position. If the position is accepted, the employee has ten (10) working days to report. If the employee rejects an offer of a position of equal or greater hours at an equal or greater pay rate or fails to report within ten (10) days, it will be considered a voluntary resignation. The District may extend time lines at its discretion to accommodate employees who have found other employment during reduction periods and who must give notice to their other employer.
- h. **Insurance.** Employees on reduction shall be allowed to continue in the District’s group insurance plan for the period allowed pursuant to the Comprehensive Omnibus Reconciliation Act of 1985 (COBRA) provided the employee pays the premium. The insurance coverage may be maintained for the employee’s dependent(s) during the same period if the employee pays the premium.
- i. **Temporary Furlough.** An exception to the reduction provision of this Article shall be allowed in the event of a temporary closure of an entire building or facility due to an emergency. In such instance, the District shall have the right to reduce employees within those facilities without regard to seniority or other contractual considerations. In no event may such temporary furlough exceed a period of fourteen (14) calendar days. If the affected building or facilities must remain closed for a period exceeding fourteen (14) days, the Association shall meet with the District upon request to determine options available to the District and effected employees.

14. Lunch and Rest Periods

1. Each employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service. Such break shall be as close to the halfway point of the work period as is practicable as determined by the immediate supervisor in consultation with the employee.
2. Each employee who is scheduled to work more than five (5) consecutive hours, except drivers, shall receive an uninterrupted and non-paid lunch period of at least one-half (½) hour. Such time shall be as near as practicable to the halfway point of the work period.
3. The supervisor will schedule breaks and lunch periods in consultation with the employee and the employee will be given a written work schedule which will include assigned breaks and lunch periods. The work day for Regular full-time and Regular part-time more than twenty hours employees will include a non-paid duty free lunch. Employees who must remain on-call and on District premises during their lunch period, will be assigned a schedule which includes a one-half hour paid lunch.

15. Vacations

All regular twelve month classified employees shall be entitled to vacation based on the following schedule:

1. **Award.** Employees who are entitled to vacation benefits may not use vacation until such time as they have worked for the District for one year. Vacation shall be awarded only on the employee's anniversary date. At the District's discretion, use of vacation time not yet awarded to the employee may be granted. Employees leaving employment with the District will be paid for all vacation time that has been accrued monthly but not yet awarded.

Eligible employees shall be awarded vacation based upon the following schedule:

Eligible employees shall accrue vacation based upon the following schedule:

Years of Continuous Service	Days of Vacation
1 year	5
2 years	10
3 years	11
4 years	12
5 years	13
6 years	14
7 years	15
10 years	16
11 years	17
12 years	18
13 years	19
14 years	20
20 years	25

2. **Maximum Accrual.** No employee shall be allowed to accumulate more than two (2) times his or her annual award of vacation, except when the inability to use vacation time is dictated by District requirements. No vacation time will be awarded that would result in an accumulated leave balance of more than twice that year's award. Specifically, the amount of vacation balance that can be carried forward on an employee's anniversary date shall not exceed the amount to be awarded that year. Any balance over this amount will be forfeited unless the district has denied a vacation request within the previous 30 calendar days.
3. **Termination of Employment.** Upon termination of employment for any reason, any employee who has completed his or her probationary period shall be paid for all accrued but unused vacation days.
4. **Scheduling Vacation Time.** Employees shall schedule their vacation time, with the approval of their immediate supervisor and the appropriate District-level administrator. Vacation requests must be submitted and received by the district office a minimum of five (5) workdays in advance. The supervisor will notify the employee of his/her approval or denial of the request within three (3) workdays.

16. Holidays

1. Twelve-month employees shall receive the following paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Friday following Thanksgiving
Memorial Day	Labor Day
Independence Day *	Christmas Day **

* Only employees working the workday before and the workday following Independence Day.

** Only employees working during the Christmas period.

2. Less than twelve-month employees shall receive the following paid holidays:

Martin Luther King, Jr. Day	Veteran's Day
President's Day	Labor Day
Memorial Day	

3. Holiday pay shall be available to an employee who has started his/her regular work, or is scheduled to work the day before and the day after the holiday.
4. Employees in the bargaining unit shall be compensated for the holiday as though they have worked a regular schedule for that day. Holiday pay shall be available to regular full-time and part-time employees.

17. Emergency School Closure

1. The District shall use reasonable efforts, which may include the use of a telephone tree, to notify employees in the event the employees are not to report for work due to school closure.
2. On days when school is temporarily closed due to inclement weather or other emergency conditions, employees will not report to work unless required to do so. Employees who do not wish to incur a loss of pay for a closure day may use an accumulated personal leave day.
3. Employees who do not work on a day when school is temporarily closed due to inclement weather or other emergency conditions will be eligible for one (1) paid emergency leave day. However, should the Board reschedule any of the missed day(s) later in the fiscal year, the employee granted the emergency leave day(s) shall work the replacement day(s) without additional pay.
4.
 - a. On days when the opening of school is delayed due to inclement weather, employees shall be expected to report to work no later than their regular reporting time plus the period of delay except as provided below. Employees will be paid their regular hours for days when there is a delayed opening or early closing because of inclement weather; however, these hours shall not count as hours worked for overtime purposes.
 - b. Employees who report to work as per their approved work schedule and prior to notification of an emergency school closure will be compensated for time worked at the employee's regular rate of pay or two hours whichever is greater. In the event the District schedules make-up days, the employees will work their regular assignment and shall be compensated for time worked on the make-up day.
 - c. The district reserves the right to require designated and essential employees to report to work on time on inclement weather days. The district supervisors of these employees will communicate necessary work related information to these employees if needed and as necessary during non-contract hours. All employees required to work will be paid at their regular rate of pay.
 - d. The District reserves the right to reschedule canceled days or hours for employees who were not required to report, even if student days or hours are not rescheduled.
5. Employees who are required to report to work when schools are closed or delayed but are unable to do so because of inclement weather will be permitted to use vacation days, available paid leave, or comp time in lieu of a pay deduction.

18. Sick Leave

1. Sick leave allowance shall include:
 - a. Full-time employees shall be credited one (1) day sick leave per month of employment with a minimum of ten (10) days for a full school year and up to a maximum of twelve (12) days for twelve-month employees.
 - b. Total sick leave shall be granted on the first working day of the school year. Employees who leave the District's employ prior to the end of the year will reimburse the District for the use of unearned sick leave by having any amount owed to the District withheld from the employee's final paycheck. Sick leave will be prorated for part-time employees.
 - c. Employees may accumulate unlimited sick leave.
 - d. As provided in ORS 238.350, retiring employees shall be compensated through the Public Employees Retirement System for accumulated unused sick leave in the form of increased retirement benefits upon service of disability retirement.
 - e. Sick leave is allowed to all employees prorated on the hours worked per day.
 - f. Sick leave is to be used in accordance with applicable federal and state law. Sick leave may be applied to absence caused by illness or injury of an employee. Sick leave may be used for routine medical, dental, or ocular appointments. For non-twelve month employees, one-half day will be granted on no more than (2) occasions each year. Thereafter routine appointments will be covered by personal leave. The employee should try to give the District at least 48 hours prior notice of any scheduled appointment. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one (1) hour. Medical, dental, and ocular appointments that relate to an illness or injury are considered part of sick leave. The employee may, at the discretion of the District, be required to furnish a reason issued by a licensed physician or other satisfactory evidence of illness extending beyond five (5) days. Sick leave may be used for care of an "immediate family" member who is ill, injured or needs assistance.
 - g. Pursuant to ORS 332.507, for the purpose of illness, a classified employee new to the District may transfer and use up to seventy-five (75) days accumulated sick leave carried by the most recent employing Oregon district. An employee must complete thirty (30) working days in the District before becoming eligible to use transferred sick leave.
 - h. The District may require, at the District's expense, a certificate of the employee's attending physician or practitioner that the illness or injury prevents or prevented the employee from working.
 - i. Approved absences beyond accumulated sick leave will be taken as non-paid days.
2. Upon request, an employee may be granted unpaid leave for up to one-year following the exhaustion of available paid leave for any job related injury or job related illness. Unpaid leave may be granted for a second year at the sole discretion of the District. The employee may elect to continue insurance coverage during the period of unpaid leave by self paying insurance premiums. Failure to pay premiums on time will result in the discontinuance of insurance coverage.

19. Leaves

Employee leaves listed in this article shall be prorated based on the employee's assigned work hours.

In no event shall an employee on any type of leave, paid or unpaid, be required to reimburse the District for all or any part of the costs of a substitute employee.

1. **Jury Duty.** Any employee called for jury duty will request that the court assign them jury duty during the summer recess period.

If the court refuses to postpone the jury duty to the summer recess period, the District shall grant the employee permission to serve without loss of salary, provided the employee turns over to the District all appearance fees less reimbursement for expenses received.

As a condition of receipt of regular pay, the employee shall also return to work if released before the end of his/her regular shift if more than two (2) hours of the employee's shift remains.

For night employees, if the difference between the length of the employee's regular shift and hours served on jury duty is two (2) hours or more, the employee will report and work the balance of their shift.

2. **Legal.** Necessary paid leave time will be granted in any legal proceedings connected with the employee's employment or in any other legal proceeding connected with the school system if the employee is required by law to attend, provided the employee is not appearing on behalf of an action being taken against the District or to which the District is a party in interest to the proceeding. In such instance the employee shall be granted a non-paid leave. As a condition of receipt of his/her regular pay, the employee shall turn over to the District all appearance fees less reimbursement for expenses received.

3. **Bereavement Leave.** Bereavement leave with full pay shall be allowed up to five (5) days for each death in the immediate family during any normal work year. Immediate family shall be defined to include: spouse of employee, children, grandchildren, grandparents of employee or spouse, mother, father, brother, sister of employee or spouse, like in-laws, and other persons who have lived in the employee's house as family members.

4. **Non-Family Bereavement Leave.** One day of bereavement leave will be granted on no more than two occasions each year in the case of the death of a friend or a relative who does not fit the above definition of "immediate family." Additional days may be granted with the approval of the employee's supervisor.

5. **Personal Leave**

- a. At the beginning of each school year, each employee shall be credited with two personal days.
- b. The personal leave days may be used at such time and for such reasons as deemed appropriate by the employee provided the employee gives two days notice when leave is desired unless circumstances beyond his/her control prevent such advance notice.
- c. Personal leave is non-accumulated from school year to school year.
- d. Unpaid personal leave may be granted by the superintendent or his/her designee.
- e. At the conclusion of the school year, each employee shall be paid at their regular rate of pay for the unused personal days.
- f. Personal leave will not be taken the first or last week of school unless for an emergency.

g. Personal leave will be allowed subject to the following formula:

1-10 classified staff members at the work site - one unit member per day

11-20 classified staff members - two unit members per day

21-30 classified staff members - three unit members per day

31-40 classified staff members - four unit members per day

41 + classified staff members - five unit members per day

Personal leave approval will be granted in the order that requests are submitted. Should an employee, or employees, require personal leave to attend to an emergency, leave approved in advance for other employees will not be revoked.

6. **Leave Without Pay.** An employee may be allowed up to twelve (12) months leave without pay with the approval of the Superintendent or his/her designee. An employee, upon return, will be placed in the same, or as close as possible to the same position as he/she left in accordance with the Agreement in force at the time of his/her return. Staff on leave must notify the District Personnel Office by April 1 in the year of their leave of their intent to return for the following work year. Failure to give timely notice will be considered a voluntary termination.

The time on leave, if more than half the work year for the employee, shall not be counted as an increment step on the salary schedule. However, upon reinstatement, the employee is entitled to any of the benefits of the contract then in force and there shall be no loss of seniority or benefits previously accrued. Employees on unpaid leave shall be allowed to continue their insurance benefits at their own expense until they return to work. Failure to pay insurance premiums when due will result in a discontinuation of health benefits for the remainder of the leave.

The leave set forth in this Section shall run concurrently with FMLA/OFLA leave in situations in which the leave qualifies under those statutes.

7. **Parental Leave.** A parental/childcare leave of absence for childbirth or adoption will be allowed as provided in accord with state and federal law. Thirty (30) days prior to the expiration of the leave, an employee who desires to extend the leave may submit a request for an unpaid leave of absence providing:

- a. The individual has been employed by the District for at least one (1) year prior to the initial leave;
- b. The request is for a specific period of time and the return coincides with a natural break or recess period;
- c. The individual waives the right to return to his/her previous position; however, the person retains the right to return to their same classification.
- d. An employee on parental leave of absence shall retain all benefits accrued in the District prior to the leave upon his/her return from that leave and continue to be listed with the Public Employees Retirement System and will not be removed from its active list.

20. Training

1. **Mandatory Training.** All time for training that is specifically required by the District (e.g., First Aid, CPR, Food Handler's card) shall be paid for as hours worked.
 - a. The District shall reimburse for pre-approved training-related automobile mileage in accordance with District policy and shall reimburse all necessary and reasonable meal, lodging, tuition and other expenses.
 - b. Requests for reimbursement shall be made in accordance with established District policy and shall be accompanied by receipts which establish proof of purchase for the expense being claimed.
 - c. The District agrees to budget moneys for tuition and in-service programs for classified personnel. The intent of reimbursement is to ensure that a particular course or workshop upgrades the skills of the individual or groups. Reimbursement shall not be used by a classified employee to further his/her education or training for a position outside his/her current job role.
2. **Courses & Workshops.** Individual employee requests for enrollment in a course or workshop are subject to prior approval by the immediate supervisor and the appropriate District administrator. Approval of courses and workshops is at the sole discretion of the District.
3. The District shall provide necessary and appropriate background information to special education personnel when that personnel is assigned to particularly challenging special education students who are known to be medically fragile or physically aggressive prior to the first day that assignment takes effect. Legal requirements around confidentiality will be considered in the selection of "necessary" information to be shared.
4. The District shall provide training to special education personnel before they are required to perform specific nursing procedures or to implement specific behavior management strategies. The type and depth of this training will be at the discretion of the District.

21. Strikes and Lockouts

1. Neither the Association nor the classified personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the term of this Agreement, except as specifically allowed by this Agreement.
2. The District shall have the right to discipline, including discharge, any employee who is in violation of this Article.
3. There shall be no lockout of employees in the unit during the term of this Agreement.
4. In the event the District locks out employees as a result of a labor dispute during the term of this agreement, the affected employees shall be eligible for reimbursement of lost wages.

22. Funding

1. Either the District or the Association may request to reopen economic portions of the Agreement if the State of Oregon per student allocation for regular education, fails to increase for any school year by an amount at least equal to the average annual change in Consumer Price Index for Urban Wage Earners (CPI-U), All U.S. Cities Average, for the twelve (12) month period ending the immediately-previous December 31.
2. If the Board or Association elect to reopen this Agreement, it shall notify the other party in writing. Bargaining under the conditions of this provision will be conducted in accord with 'Expedited bargaining process' as defined in the Public Employees' Collective Bargaining law ORS 243.698.
3. If the District elects to restrict or cease operations because of a lack of funds, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the operation of the District is restricted or suspended, unless the unit member is specifically directed to report for work.
4. This agreement does not guarantee any level of employment.

23. New Positions

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 or designee in writing within fourteen (14) calendar days. The District will then enter into good faith bargaining with the Association under ORS 243.698 for the purpose 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 Association or District believes that 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, whichever raises the issue, will notify each other of: (1) the changes that require re-bargaining the range placement, and (2) the proposed modified range placement.
 - a. If 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 may or may not be retroactive, according to the agreement reached between the parties.
3. When bargaining is required under Section 1 or 2 above, the Association shall be represented by team members selected by the Association. The District shall be represented by representatives selected by the District.
4. **Work Out of Classification.** Employees, whether full or part-time, who are temporarily assigned by the District to a higher paying job classification for a period of five (5) consecutive work days or more shall be entitled to a rate of pay equal to step one of the higher job classification or their own rate of pay plus 5 percent, whichever is higher. Pay will be retroactive to the first day of the assignment.

Employees temporarily assigned to a lower classification shall continue to receive their normal pay.

24. Salary

1. Effective July 1, 2017, the 2016-17 Classified Salary schedule will increase by 2.25% for the 2017-18 school year. If bargaining surpasses the CBA's expiration date of June 30, 2017, then any salary increases shall be retroactive to July 1, 2017.

Effective July 1, 2018, the 2017-18 Classified Salary schedule will increase by 2% for the 2018-19 school year.

Effective July 1, 2019, the 2018-19 Classified Salary schedule will increase by 2.25% for the 2019-20 school year.

No later than April 1, 2020, the District and Association shall meet to negotiate a successor agreement pursuant to ORS 243.698. The parties understand that if no Agreement has been signed after the 90 day bargaining period, the procedure set forth in ORS 243.712 will be followed and mediation may continue past the 90 bargaining period. Upon completion of the procedure the parties may agree to submit any or all issues in dispute to binding arbitration, the District may implement all or part of its last offer and the Association shall have the right to strike.

2. **Step Advancement:** All bargaining unit employees not having reached the top stop of their salary range shall advance one step, effective July 1 of each year of the Agreement.
 - a. In order to be eligible for July 1 step advancement, bargaining unit members must have been employed by the District immediately prior to July 1 for a minimum of 135 calendar days.
3. **PERS Pickup:** The District will continue paying the 6% PERS pickup for all bargaining unit members.
4. **Salary Administration.** All less than 12 month per year employees who work at least four hours per day will receive 12 equalized paychecks per year. Overtime and non-regular pay will be paid on the paycheck following the next pay period ending date. Employees who work less than four hours per day will be paid based on time cards submitted on pay period ending dates.
5. **Fingerprinting.** The cost of pre-employment fingerprinting will be paid by the job candidate. The costs for fingerprinting and criminal history checks shall be borne by the District for all employees required by law to be fingerprinted after employment. The District will assist job candidates and employees in meeting this obligation by providing fingerprint cards and information on locations where fingerprints are processed.
6. Bargaining unit employees performing non-bargaining unit work will be paid at the rate determined by the District for that position or if the rate is determined by another collective bargaining agreement, the rate established by that agreement. The District is not obligated to offer non-bargaining unit work to Association members.
7. **Bilingual Differential: The following employees shall receive a 5% differential over their regular salary:**
 - a. Any employee who is assigned translation or interpretation duties from English into a non-English language or from a non-English language into an English language, only for the time they are assigned and performing the duties down to 15 minute increments.
 - b. Any employee who is designated by the District as a school or District level Interpreter/Translator and who passes a District designed oral and/or written language assessment in one or more languages. Once an employee is approved under this category, the 5% salary differential shall apply to all work hours.
8. **Swing Shift:** Employees who work a swing shift, that is defined as full-time regular shift that begins after 2:00 p.m. will receive a 2% differential. During summer months or other times when the district deems it necessary to temporarily change shift hours, employees who normally work a swing shift will still retain their 2% differential during these temporary schedule changes.
9. **Longevity Stipend:** Employees having reached their 15th, 20th, 25th and/or 30th anniversary dates of hire prior to the effective date of the Agreement will receive the following one-time lump sum bonus on the next

regular payday following the effective date of the Agreement:

- 15 years of service: \$250.
- 20 years of service: \$500.
- 25 years of service: \$1,000.
- 30 years of service: \$1,500.

- a. Employees reaching their 15th, 20th, 25th and/or 30th anniversary dates of hire subsequent to the effective date of the Agreement will receive the bonuses set forth above on the next regular pay date following their anniversary dates of hire.
10. Extra Duty Compensation: The parties agree that the following conditions will be applied to the hiring and paying of classified employees who work at athletic and/or other extra-curricular functions. examples of assignments include but are not limited to ticket takers, gatekeepers, scorekeepers, running game clocks, student supervision, security, dance chaperones, etc.
- a. Classified employees do not qualify for overtime pay working such assignments as described above because these assignments are considered occasional or sporadic, and are in a different capacity, as defined by the Fair Labor Standards Act.
 - b. Classified employees hired for extra duty assignments as described above shall be paid an hourly rate \$17.69. In no case will classified employees be paid less than other employees for these same duties.

25. Travel Reimbursement/Uniforms

Employees authorized by the District to drive their personal vehicles in work for the District shall be reimbursed at the current mileage rate specified by the Internal Revenue Service, for employee reimbursement. Employees authorized to be beyond the boundaries of the District for business will be reimbursed for the cost of food, lodging, and other related expenses consistent with School Board Policy.

The District shall provide all special clothing, tools and equipment required for work.

26. Contracting Out

1. The District will comply with ORS 243.698 regarding contracting out.
2. The District will give the Association thirty (30) days notice of the Board's intent to make a decision on contracting out.
3. If the District elects to proceed with contracting out, it will notify the Association's state office and chapter president in writing. Within fourteen (14) days of receipt of this notice, the Association may demand to bargain over the decision and the impact of contracting out. The ninety (90) day expedited bargaining process described in ORS 243.698 shall be used by the parties to bargain over contracting out in every instance, regardless of whether negotiations for a successor agreement are under way or not or whether the collective bargaining agreement has expired or not.

27. Term of the Agreement

1. Duration. The duration of this agreement shall be from July 1, 2017 until June 30, 2020. The Agreement will expire on June 30, 2020 at 12 midnight. No later than April 1, 2020, the District and Association shall meet to negotiate a successor agreement pursuant to ORS 243.698.

2.Hiatus. Increases in insurance and salary including incremental steps will not be awarded following the expiration of this Agreement until such time as a successor Agreement is ratified by the Association and School Board.

3. Zipper Clause. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right 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.

Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement, unless the Agreement specifies issues to be bargained. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control; however, the Board recognizes its statutory obligation to notify the Association and to bargain, upon request, any unilateral change in a mandatory subject under ORS 243.698.

4. Interim Bargaining. If the Agreement is reopened as a result of Article 3 "Savings Clause," Article 22 "Funding," or this Article, the parties agree bargaining will be conducted in accordance with expedited bargaining process as defined in the Public Employees Collective Bargaining law ORS 243.698.

Executed September 11, 2017, in Silverton, Oregon, by the undersigned officers by the authority of and on behalf of the Silver Falls School District and the Oregon School Employees Association, Silver Falls District Chapter #148.

Ronnie A. Duda 9/12/17 TS 9/11/17
OSEA Chapter #148 President Date School Board Chair Date

MEMORANDUM OF UNDERSTANDING


The Silver Falls School District ("District") and the Oregon School Employees Association Chapter 148 ("Association") hereby enter into the following agreement beginning July 1, 2017. This MOU will be revisited during each bargaining season until no longer applicable.

1. In the event that a Silver Falls School District confidential employee vacates their current position, the District and the Association will meet to discuss the classification of that confidential position and consider its placement based on a review of the Oregon Public Employees Collective Bargaining Agreement Act.

For the District:


9/12/17

For the Association:


9/12/17

MEMORANDUM OF UNDERSTANDING

The Silver Falls School District ("District") and the Oregon School Employees Association Chapter 148 ("Association") hereby enter into the following agreement:

Temporary employees shall become regular members of the bargaining unit per the Collective Bargaining Agreement if employed for a period of time greater than ninety (90) working days but not exceeding twelve (12) calendar months in duration, unless exempted as per Article 2, Section 3d of the Collective Bargaining Agreement. Such employees shall be placed on the reduction of workforce list under Article 13 of the Collective Bargaining Agreement at the end of the extended duration of the temporary work. The District and the Association agree this memorandum of understanding shall expire on June 30, 2020.

For the District:


Andy Bellando, Superintendent 6/13/18
Date

For the Association:


Ron Duda 6/14/18
Date

Addendum A

Silver Falls School District 4J - Job Classification Groupings

NOTE: proposed selective pay range increases will be placed at the first step that will produce an increase in pay

Salary Range

Group 1

Lead Cook	D
Assistant Cook	A

Group 2

HS In-School Suspension Coordinator	L
Media Assistant (High School)	I
Special Needs Assistant	G
Volunteer Coordinator	E
ELL Assistant	E
Media Assistant (Elem/MS)	E
Educational Assistant	D
Detention Monitor	C

Group 3

Elementary Secretary	M
Jr. Hi Secretary	M
Secretary II (Registrar, Attendance, Athletics)	L
Data Entry	J
Secretary I - (HS Counseling, Reception, Facilities, Admin)	I
Secretary I – Elementary Assistant	I
Clerical Asst. (Elem, MS, HS copy clerk)	B

Group 4

Custodial/Maintenance III	O
Groundskeeper/Maintenance III	O
Custodial/Maintenance II	N
Groundskeeper/Maintenance II	N
Lead Custodian	K
Custodial/Maintenance I	K
Groundskeeper	K
Custodian	F

Group 5

Network Technician	P
Help Desk Admin	P
Computer Technician	M
Program Manager	E
Multimedia Assistant	E

Group 6

Campus Security	O
Campus Monitor	L

Specialties Group (no bumping except to previously held positions of same or lower pay)

Student Assessment/Evaluation & Communication Specialist	R
HVAC	Q
Grant Writer	Q
Nurse Consult	P
Athletic Trainer	P
Student Info/Data Support	O
Autism Spectrum Disorder Ed Assistant	O
Interpreter – Sign Language/Braille	O
High School Migrant/ELL Advocate	O
High School GED Coordinator	O
Special Services Secretary	O
High School Bookkeeper	M
HSC & Migrant Advocate	M
Russian Language Coordinator	M
Ag Lab Educational Assistant	B

Silver Falls School District 4J									
2017-18 Classified Salary Schedule									
RANGE	A	B	C	D	E	F	G	I	
		Clerical Asst			Elem/MS Media Asst.			HS Media Asst.	
		Copy Clerk	Detention Monitor	Ed Asst	Multimedia Asst.			Secretary I	
STEP	Asst Cook	Ag Lab Ed Asst		Lead Cook	ELL Assistant	Custodian	SNA	(Elem Asst., Admin.,	
					Volunteer Coordinator			Counseling, Reception,	
					Program Manager			Facilities Use)	
0	\$11.41	\$11.84	\$12.03	\$12.21	\$12.40	\$12.76	\$13.38	\$13.74	
1	\$11.82	\$12.32	\$12.49	\$12.66	\$12.89	\$13.28	\$13.92	\$14.22	
2	\$12.27	\$12.77	\$12.97	\$13.15	\$13.38	\$13.78	\$14.44	\$14.83	
3	\$12.72	\$13.29	\$13.46	\$13.65	\$13.88	\$14.27	\$14.99	\$15.34	
4	\$13.25	\$13.79	\$13.98	\$14.16	\$14.44	\$14.86	\$15.58	\$15.94	
5	\$13.75	\$14.29	\$14.52	\$14.72	\$14.97	\$15.39	\$16.16	\$16.55	
6	\$14.26	\$14.87	\$15.05	\$15.28	\$15.57	\$15.98	\$16.78	\$17.18	
7	\$14.84	\$15.40	\$15.65	\$15.84	\$16.14	\$16.58	\$17.43	\$17.85	
RANGE	J	K	L	M	N	O	P	Q	R
			Secretary II	HS Bookkeeper		Student Info/Data Sup.			
		Cust/Maint I	(Registrar, Attendance,	El Secy - Jr. HI Secy		Campus Security	Network Technician		
STEP	Data Entry	Groundskeeper	Athletics)	HSC & Mfg. Adv.	Cust/Maint II	Autism Spec.Dis. Ed Asst.	Nurse Consult.		
		Lead Custodian	HS In-School Suspension	Computer Tech.	Groundskeeper/Maint. II	Sign-Lang./Braille Interpreter	Help Desk Admin	HVAC	Student Assess/Eval
			Campus Monitor	Russian Lang Coord.		GED Coordinator	Athletic Trainer	Grant Writer	& Comm Spec
				YTP Coordinator		HS Migrant/ElI Advocate			
				DO Rec./Curr. Secy		Groundskeeper/Maint. III			
						Custodial/Maint. III			
						Special Svcs. Secy.			
0	\$13.89	\$14.13	\$14.38	\$14.85	\$15.95	\$18.96	\$20.44	\$22.60	\$31.43
1	\$14.45	\$14.67	\$14.93	\$15.38	\$16.55	\$19.68	\$21.36	\$23.77	\$32.85
2	\$14.98	\$15.26	\$15.49	\$15.97	\$17.18	\$20.42	\$22.24	\$24.96	\$34.27
3	\$15.58	\$15.82	\$16.10	\$16.57	\$17.84	\$21.22	\$23.10	\$26.14	\$35.70
4	\$16.16	\$16.44	\$16.71	\$17.21	\$18.50	\$21.99	\$23.99	\$27.32	\$37.12
5	\$16.77	\$17.06	\$17.35	\$17.90	\$19.24	\$22.86	\$24.85	\$28.50	\$38.54
6	\$17.41	\$17.69	\$18.02	\$18.57	\$19.97	\$23.72	\$25.73	\$29.68	\$39.96
7	\$18.08	\$18.37	\$18.69	\$19.25	\$20.72	\$24.67	\$26.63	\$30.86	\$41.38

2% differential to employees who work swing shift - defined as full time regular shift that begins after 2:00 pm

Silver Falls School District 4J

2018-19 Classified Salary Schedule

RANGE	A	B	C	D	E	F	G	I
		Clerical Asst			Elem/MS Media Asst.			HS Media Asst.
		Copy Clerk	Detention Monitor	Ed Asst	Multimedia Asst.			Secretary I
STEP	Asst Cook	Ag Lab Ed Asst		Lead Cook	ELL Assistant	Custodian	SNA	(Elem Asst., Admin., Counseling, Reception, Facilities Use)
					Volunteer Coordinator			
					Program Manager			
0	\$11.64	\$12.08	\$12.28	\$12.45	\$12.65	\$13.02	\$13.65	\$14.02
1	\$12.06	\$12.57	\$12.74	\$12.91	\$13.15	\$13.55	\$14.19	\$14.51
2	\$12.52	\$13.03	\$13.22	\$13.41	\$13.65	\$14.06	\$14.73	\$15.12
3	\$12.97	\$13.56	\$13.73	\$13.92	\$14.15	\$14.56	\$15.29	\$15.64
4	\$13.52	\$14.07	\$14.26	\$14.44	\$14.73	\$15.15	\$15.89	\$16.26
5	\$14.03	\$14.58	\$14.81	\$15.02	\$15.27	\$15.70	\$16.48	\$16.89
6	\$14.55	\$15.16	\$15.35	\$15.58	\$15.88	\$16.30	\$17.11	\$17.52
7	\$15.13	\$15.71	\$15.97	\$16.16	\$16.46	\$16.92	\$17.78	\$18.21

RANGE	J	K	L	M	N	O	P	Q	R
						Student Success Advocate			
						Student Info/Data Sup.			
			Secretary II	HS Bookkeeper		Campus Security	Network Technician		
		Cust/Maint I	(Registrar, Attendance, Athletics)	El Secy - Jr. H Secy		Autism Spec. Dis. Ed Asst.	Nurse Consult.		
STEP	Data Entry	Groundskeeper		HSC & Mfg. Adv.	Cust/Maint II	Sign-Lang./Braille Interpreter	Help Desk Admin	HVAC	"Student Assess/Eval & Comm Spec"
		Lead Custodian	HS In-School Suspension Campus Monitor	Computer Tech.	Groundskeeper/Maint. II	GED Coordinator	Athletic Trainer	Grant Writer	
				Russian Lang Coord.		HS Migrant/El Advocate			
				YTP Coordinator		Groundskeeper/Maint. III			
				DO Rec./Curr. Secy		Custodial/Maint. III			
						Special Svcs. Secy.			
0	\$14.16	\$14.41	\$14.66	\$15.14	\$16.27	\$19.34	\$20.85	\$23.05	\$32.06
1	\$14.74	\$14.97	\$15.23	\$15.69	\$16.89	\$20.08	\$21.79	\$24.25	\$33.51
2	\$15.28	\$15.56	\$15.80	\$16.29	\$17.52	\$20.83	\$22.68	\$25.46	\$34.96
3	\$15.89	\$16.13	\$16.43	\$16.91	\$18.20	\$21.64	\$23.56	\$26.66	\$36.41
4	\$16.48	\$16.77	\$17.04	\$17.55	\$18.87	\$22.43	\$24.47	\$27.87	\$37.86
5	\$17.10	\$17.40	\$17.70	\$18.26	\$19.63	\$23.32	\$25.34	\$29.07	\$39.31
6	\$17.76	\$18.04	\$18.38	\$18.94	\$20.37	\$24.20	\$26.24	\$30.28	\$40.76
7	\$18.44	\$18.74	\$19.07	\$19.64	\$21.13	\$25.17	\$27.16	\$31.48	\$42.21

2% differential to employees who work swing shift - defined as full time regular shift that begins after 2:00 pm

5% differential to employees who meet the requirements of Article 24 (7) of the Collective Bargaining Agreement.

Silver Falls School District 4J

2019-2020 Classified Salary Schedule

RANGE	A	B	C	D	E	F	G	I
		Clerical Asst			Elem/MS Media Asst. Multimedia Asst.			HS Media Asst. Secretary I
STEP	Asst Cook	Copy Clerk	Detention Monitor	Ed Asst	ELL Assistant	Custodian	SNA	(Elem Asst., Admin., Counseling, Reception, Facilities Use)
		Ag Lab Ed Asst		Lead Cook	Volunteer Coordinator Program Manager			
0	\$11.90	\$12.35	\$12.55	\$12.73	\$12.94	\$13.31	\$13.96	\$14.33
1	\$12.33	\$12.85	\$13.03	\$13.20	\$13.45	\$13.85	\$14.51	\$14.83
2	\$12.80	\$13.32	\$13.52	\$13.71	\$13.96	\$14.38	\$15.06	\$15.46
3	\$13.27	\$13.86	\$14.03	\$14.24	\$14.47	\$14.89	\$15.63	\$16.00
4	\$13.82	\$14.39	\$14.58	\$14.77	\$15.06	\$15.50	\$16.25	\$16.63
5	\$14.34	\$14.91	\$15.14	\$15.36	\$15.61	\$16.05	\$16.85	\$17.27
6	\$14.88	\$15.51	\$15.70	\$15.93	\$16.24	\$16.67	\$17.50	\$17.92
7	\$15.47	\$16.06	\$16.33	\$16.52	\$16.83	\$17.30	\$18.18	\$18.62

RANGE	J	K	L	M	N	O	P	Q	R
			Secretary II (Registrar, Attendance, Athletics)	HS Bookkeeper El Secy - Jr. H Secy		Student Info/Data Sup. Campus Security Autism Spec.Dis. Ed Asst.	Network Technician Nurse Consult.		
STEP	Data Entry	Cust/Maint I Groundskeeper Lead Custodian	HS In-School Suspension Campus Monitor	HSC & Mfg. Adv. Computer Tech. Russian Lang Coord. YTP Coordinator DO Rec./Curr. Secy	Cust/Maint II Groundskeeper/Maint. II	Sign-Lang/Braille Interpreter GED Coordinator HS Migrant/El Advocate Groundskeeper/Maint. III Custodial/Maint. III Special Svcs. Secy.	Help Desk Admin Athletic Trainer	HVAC Grant Writer	*Student Assess/Eval & Comm Spec*
0	\$14.48	\$14.74	\$14.99	\$15.48	\$16.64	\$19.77	\$21.32	\$23.57	\$32.78
1	\$15.07	\$15.30	\$15.57	\$16.04	\$17.27	\$20.53	\$22.28	\$24.79	\$34.26
2	\$15.62	\$15.91	\$16.16	\$16.66	\$17.92	\$21.30	\$23.19	\$26.03	\$35.75
3	\$16.25	\$16.50	\$16.80	\$17.29	\$18.61	\$22.13	\$24.09	\$27.26	\$37.23
4	\$16.85	\$17.15	\$17.43	\$17.95	\$19.29	\$22.94	\$25.02	\$28.49	\$38.71
5	\$17.49	\$17.79	\$18.10	\$18.67	\$20.07	\$23.85	\$25.91	\$29.72	\$40.19
6	\$18.16	\$18.45	\$18.79	\$19.37	\$20.83	\$24.74	\$26.83	\$30.96	\$41.68
7	\$18.85	\$19.16	\$19.49	\$20.08	\$21.61	\$25.73	\$27.77	\$32.18	\$43.16

2% differential to employees who work swing shift - defined as full time regular shift that begins after 2:00 pm

