

CONTRACT AGREEMENT

between

CORVALLIS SCHOOL DISTRICT 509J

and

OSEA Chapter 2

July 1, 2022, through June 30, 2024



The Corvallis School District does not discriminate on the basis of age, citizenship, color, disability, gender expression, gender identity, national origin, parental or marital status, race, religion, sex, or sexual orientation in its programs and activities, and provides equal access to designated youth groups.

The following person has been designated to handle inquiries regarding discrimination: Jennifer Duvall, Human Resources Director and Title IX Coordinator, jennifer.duvall@corvallis.k12.or.us, 541-757-5840, 1555 SW 35th Street, Corvallis, OR 97333.

OSEA Corvallis Chapter 2 CBA: 2022-24

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Preamble

This contract is entered into by the Oregon School Employees Association, Chapter No. 2, hereinafter referred to as the "Association," and School District No. 509J, hereinafter referred to as the "Board" or "District." This contract incorporates the sole and complete Agreement ("Agreement") reached between the District and the Association resulting from negotiations held pursuant to the provision of ORS 243.650, *et. seq.*

The Board and District recognizes the important contribution classified employees offer in the education of our students. The values of dignity and respect highlight the importance of the classified employee group.

Article 1 – Recognition

1.1 Recognition

The Board recognizes the OSEA, Chapter No. 2 as sole and exclusive bargaining representative for all of the classified employees in the bargaining unit.

1.2 Bargaining Unit

1.2.1 The parties hereby agree that the bargaining unit consists of all regular classified employees whose job classifications appear in Attachment A of this Agreement, save and except that supervisory and confidential employees, substitutes, temporary, work experience employees, and District students are specifically excluded.

1.2.2 When the District creates a new classified job title and proposes to exclude it from the bargaining unit as confidential (per ORS 243.650), a representative of the Association will be invited to give input to determine the appropriate bargaining unit.

1.3 Substitute Employees

For the purposes of this Agreement a substitute employee is an employee hired to replace an employee on excused absences (e.g., sick leave, vacation).

1.4 Temporary Employees

For the purposes of this Agreement a temporary employee is an employee hired for a responsibility or task that is expected to be completed within ninety (90) workdays.

1.5 Work Experience Employee

A work experience employee is a District student or a college student who is in a work-study program with a school of post high school education.

A District student may continue as a work experience employee through the end of the summer following their high school graduation.

1.6 Limited-Term Employee

1.6.1 A limited-term employee is an employee employed for more than ninety (90) workdays in a school or fiscal year or hired for a fixed period not to exceed ten (10) months when the need for the position(s) is not expected to extend beyond that period of time.

1.6.2 Limited-term employees shall be subject to all the terms and conditions of this Agreement, except that such employees shall be subject to termination without the layoff and recall rights of Article 7 hereof.

1.6.3 A limited-term employee who: (1) successfully completes the probationary period, as set forth in the Agreement, in a job title in one (1) school year; and (2) completes the school year in that job title; and (3) is re-employed in the same job title, by the tenth (10th) day of the subsequent school year will be designated a

regular employee, and seniority will be calculated from the previous year's hire date in that job title.

- 1.6.4 Employees hired to provide assistance to a single special education student will be employed as regular employees unless the District reasonably expects the position to last ninety workdays or less. However, they will be subject to dismissal at the District's option if the student becomes unavailable, leaves the District, is judged to no longer require such assistance or the District determines it to be in the best interest of the student to terminate the relationship.
- 1.6.5 There are times when the District needs an employee to ride the school bus to support students with special needs. This time can change every year based on the needs. This time will be offered to regular status employees and if accepted will be considered as limited-term "bus ride" time. The employee will earn benefits for this time during the assigned school year, but does not become regular time, only limited-term time each year.

1.7 Non-Discrimination

OSEA Chapter No. 2 shall represent all classified employees in the Corvallis School District 509J within the bargaining unit equally and without discrimination.

Article 2 – District Rights

2.1 Reserved Rights/Midterm Bargaining

- 2.1.1 Except as otherwise expressly and limited by the terms of this Agreement, the District retains all its customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of the District.
- 2.1.2 The Board recognizes its statutory obligation to bargain over changes in mandatory subjects during the term of this Agreement in accordance with ORS 243.698.
- 2.1.3 The foregoing is not intended to prevent the parties from agreeing to discuss matters of mutual concern or to prevent the parties from agreeing to enter into negotiations over non-mandatory subjects if such negotiations are mutually desired.

2.2 Enumeration of Rights

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

- a. To determine the services to be rendered by the District.
- b. To determine and to follow the District's financial, budgetary, and accounting procedures.
- c. To direct and supervise all operations, functions, and policies of all departments.
- d. To close or liquidate any office, branch, operation, or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
- e. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes, and manner of performing work; the right to hire, promote, transfer, and retain employees; the right to lay off; the right to abolish positions or reorganize departments; the right to determine schedules of work; the right to purchase, dispose of, and assign equipment or supplies.
- f. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- g. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety materials, and equipment.
- h. To implement new and to review or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

- i. To transfer bargaining unit work to other District employees without negotiations over the decision.
- j. To assign shifts, workdays, hours of work, and work locations.
- k. To assign and designate all work duties.
- l. To introduce new duties within the unit.
- m. To determine the need for and the qualifications of new employees, transfers, and promotions.
- n. To discipline, suspend, demote, or discharge an employee in accordance with the dismissal article of this Agreement.

Article 3 – Contracting Out

- 3.1 If the Superintendent determines it may be necessary to contract out and it may reasonably be expected to result in the layoff of any bargaining unit member(s), the Superintendent will provide written notification to the OSEA Chapter President and Field Representative concurrent with initial notification to the Board.
- 3.2 If within fourteen (14) calendar days of notification OSEA informs the Superintendent in writing of its desire to be involved in the decision-making process, a joint study committee will be formed to address the issue through an interest-based process which will include, at a minimum, the following steps: problem definition; data collection; option development and evaluation (which may include an option proposal submitted by affected bargaining unit members); and, if possible, consensus.
- 3.3 If, after the completion of the interest-based process, the joint committee fails to reach consensus or proposes a solution which involves contracting out, a subsequent decision by the Board to pursue contracting out will trigger the Board's obligation to notify and bargain with the Association.
- 3.4 If the District determines that it may be necessary to contract out bargaining unit work the District will make every effort to provide timely notice and information to the Association as well as an opportunity for input before triggering the expedited bargaining procedures outlined in ORS 243.698.

Article 4 – Association Rights

4.1 Association Dues

The District agrees to deduct association dues from the wages of each employee who has so authorized it in writing on the form provided. The District agrees to continue to honor present dues deduction authorizations executed by the employee in favor of the Association. The District agrees to transmit the dues deducted to the central office of the Oregon School Employees Association. The Association agrees to hold the District harmless for any claims or liabilities incurred in providing this benefit. The District agrees to correct verified errors as soon as practicable.

4.2 Association Membership

Membership or non-membership in the Association shall be the free, independent choice of each member of the bargaining unit. The District agrees that no acts of retaliation will occur from district administration due to any union member's involvement in union activities.

4.3 District Facilities and Equipment Use

4.3.1 The Association shall have the right to use the District's facilities to conduct Association meetings subject to the same scheduling procedures as other groups. The Association will reimburse the District for any significant costs incurred of such use.

4.3.2 The Association shall have the right to use communication services and equipment, including District courier service for purposes of communication related to collective bargaining, grievance, or other dispute investigations, and/or governance of the union. The use of District's email system is subject to the board policy on use of technology. The District shall be reimbursed for any consumable goods, costs incurred, or repairs caused by misuse of the equipment.

4.4 Bulletin Board Space

The District will provide the Association with reasonable space for its employee bulletin boards in each facility for communicating Association business to members of the bargaining unit. The space or materials shall be clearly labeled as Association material and signed by the Association chapter president. Any postings on the Association's bulletin boards that don't contain a signature of the Association chapter president can be removed by the District.

4.5 Announcements

With prior notice to the District, an Association representative may be allowed to make brief announcements at the conclusion of staff or other District meetings.

4.6 Employee Information

The District shall provide the Association with an editable digital file format, containing the following information for each employee in the bargaining unit, if available in District files:

- a. The employee's name and date of hire;
- b. Contact information including:
 - i. cellular, home and work telephone numbers;
 - ii. personal and work electronic mail addresses; and
 - iii. home or personal mailing address; and
- c. Employment information including the employee's job title, salary, and worksite location.
- d. The District shall provide the information within ten (10) calendar days from the date of hire for newly hired employees in the bargaining unit and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

4.7 Access to Employees

- 4.7.1 Official field representatives of the Association will be allowed to visit the work area of members of the bargaining unit during work time so long as such visits do not interfere with District operations. During school hours, all OSEA representatives shall be required to follow the check in procedures at the main office prior to visiting employees without unreasonable delay.
- 4.7.2 The District shall provide the Association with up to sixty (60) minutes to review union information with employees during new employee orientation.
- 4.7.3 In addition, all bargaining unit employees who are not members of the Association, once per school year and upon request to a designated Association representative and notification to their supervisor, shall be permitted to meet with a designated representative during regular work hours for up to thirty (30) minutes. Every reasonable effort will be made to schedule these meetings so that they don't disrupt any employee's workday.

4.8 Association Activities

- 4.8.1 Whenever scheduled, Association representatives, elected or appointed, shall be granted time off without loss of pay from their regular school duties to attend local meetings, deal with grievance proceedings, labor negotiations, and other situations as laid out under Oregon law. 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 provisions of this section.
- 4.8.2 By September 30 of each year, upon request, the Association shall provide a list of designated representatives to the District. The Association will notify the

District of any changes that occur to the list during the school year.

- 4.8.3 Any nighttime employee wishing to attend a monthly chapter meeting will be allowed to attend with the understanding that they make up lost time due to the meeting. The employee will notify their supervisor in advance and will arrange to make up the time.
- 4.8.4 Employees who are designated by OSEA or the chapter president, shall be granted release time without loss of compensation or benefits to serve as designated representatives of the Association to attend labor-related conferences, trainings, and events or to participate in labor-related activities. The Association will reimburse the District for the wages, insurance, and fixed payroll costs including PERS contributions of those employees.
- 4.8.5 A written notification shall be given by the Association to the District's Human Resources Director at least three (3) working days prior to the start of the release time for absences that are ten (10) working days or less. The Association will give fifteen (15) calendar days' notice for absences of eleven (11) working days or more. The written notice shall include: 1) the name of the employee who will be taking release time; 2) the date on which the release time will commence; and 3) the anticipated duration of the release time.
- 4.8.6 When an employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.
- 4.8.7 Any members taking release time to work full time for OSEA shall also have the benefits as listed above in 4.8.6. This leave is issued and revoked solely by OSEA with notification to the District. OSEA must give a minimum of thirty (30) calendar days prior notice to use this leave and OSEA must give a minimum of thirty (30) calendar days prior notice when returning an employee from this leave. These employees shall be allowed to take up to one (1) calendar year unpaid leave during the time they work for OSEA.
- 4.8.8 Information requests. Upon request, the District agrees to provide OSEA information necessary to perform its statutory duties as the exclusive representative of bargaining unit employees. The District shall also provide the Union information, as required by PECBA, when requested by a member of the leadership. The District may charge OSEA for significant costs associated with providing such information.

4.9 Designated Reps

For purposes of this Article, "designated representatives" shall include chapter executive board officers, building representatives, or their designees. A non-employee OSEA Field Representative shall be permitted access to the District's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives, which includes signing in and out, without delay, with the front office of any District building upon entering the facility.

- 4.9.1 There may be circumstances in which a designated representative needs a modification/adjustment to their job duties/schedule or coverage from other staff members in order to complete the activities listed below during work hours. Designated representatives who require such modifications or coverage shall provide their immediate supervisor with written notice of the need to perform the activities listed below at least forty-eight (48) hours prior to the time at which the activities will be performed. The written notice shall indicate: (1) which of the activities listed below will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative will spend performing the activities. It will be the supervisor's obligation to ensure proper job modification/adjustment or coverage is provided. (For disputes, please see section 4.9.2 below.)
- 4.9.2 If, after receiving notice of the need to perform the activities listed below, the District establishes undue burden on District operations that cannot be reasonably modified/adjusted by any of the measures typically used when an employee is unexpectedly absent from work (arranging an available substitute, temporarily modifying work assignments, etc.), the District and OSEA shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request, unless both parties agree otherwise.
- 4.9.3 The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed below. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform the activities below during the regular workday.

4.10 Approved activities:

- a. Investigate and process grievances and other workplace-related complaints;
- b. Attend investigatory meetings, and due process hearings involving bargaining unit employees;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board (ERB);
- d. Engage in collective bargaining on behalf of employees in the bargaining unit;
- e. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
- f. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

Article 5 – Reclassification

A reclassification is when an employee believes they are performing duties of a higher position that is currently in existence.

5.1 Reclassification Studies

- 5.1.1 The Association chapter president shall be notified of pending reclassification studies and solicited for opinion and input. Such studies shall be funded by the District.
- 5.1.2 The District shall provide the Association chapter president with a copy of all job descriptions or any changes in established job descriptions as a result of the provision of this Article. Such information shall be given to the Association prior to the District's implementation of such changes.

5.2 Reclassification Committee

- 5.2.1 The District and the Association shall form a reclassification review committee by each appointing three (3) representatives. Appointed representatives cannot be the requesting employee's supervisory or director. The purpose of the committee shall be to review any employee, district, or association request for position reclassification within the established classification-and-pay plan and to make a non-binding recommendation with respect thereto, including a recommendation to look within the industry or profession. The Reclassification Committee ("Committee") shall schedule a time to review each reclassification request and make recommendations.
- 5.2.2 An employee or representative of their choice may present the reclassification request to the Committee.

5.3 Employee Status

Employees who seek to be reclassified must have been in the current position for at least six months before reclassification can be requested.

5.4 Step Placement

Upon being reclassified an employee will be placed on the new, higher range at the same step as currently placed on the salary schedule.

5.5 Restructuring of Duties

- 5.5.1 In the event the reclassification committee recommends a reclassification, the District must do one of the following within thirty (30) workdays of the recommendation:
 - a. Implement the reclassification recommendation, or
 - b. Determine the duties will be restructured in the following school year and

the reclassification designated as temporary for the remainder of the school year and if at the beginning of the following school year the employee is assigned to the same duty, the temporary reclassification will become regular, or

- c. Eliminate the duties on which the reclassification is based and not implement the reclassification.

5.5.2 If the Committee makes a recommendation to reclassify an employee who is subsequently approved by the Human Resources Director of the District, the pay increase as defined below will go into effect retroactive to the date of the reclassification request.

5.6 Step Advancement

Any employee recommended for reclassification by the Reclassification Committee will follow the same step advancement eligibility as described in Article 10.

Article 6 – Workweek, Hours of Work

6.1 Workweek

A full-time schedule shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) eight (8) hour days or four (4) ten (10) hour days. To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District. To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday-through-Friday basis. The District reserves the sole discretion over operational needs and requirements.

6.2 Lunch Periods

6.2.1 Employees, who work five (5) consecutive hours per day, can be assigned an uninterrupted lunch period not to exceed thirty (30) minutes at the discretion of their District designated supervisor. For six (6) or more hour employees, such time shall be as scheduled by the employee's District designated supervisor and be as near as possible to the halfway point of the tour of duty. Such time shall not be considered as time worked. The District will work with the Association to inform employees about breaks and lunch times.

6.2.2 In the event the District designated supervisor directs or an emergency circumstance arises, an employee to work during their unpaid lunch break, the employee will be paid for the lunch break.

6.3 Rest Periods

6.3.1 Each employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service, with the break as close as possible, in the immediate supervisor's judgment, to the two (2) hour interval. Such breaks will be assigned by the employee's immediate supervisor.

6.3.2 Rest breaks and lunch periods are not to be saved or combined in any manner which would allow the employee to leave work early, report to work late, claim extra pay, or compensation time.

6.3.3 No modifications of the employee's assigned hours can be made independently by the employee without the approval of their supervisor.

6.4 Overtime

6.4.1 Eligible employees shall be compensated at the rate of time and one-half (1½) for work hours assigned in excess of forty (40) hours in any workweek, as provided by Oregon wage and hour law.

6.4.2 Paid holiday time shall be counted as assigned work time for the purpose of determining eligibility for overtime.

- 6.4.3 In no event shall such compensation be received twice for the same hours.
- 6.4.4 All overtime shall be paid, except the employee may take compensatory time in lieu of being paid, at the mutual agreement of the employee and the District.
- 6.4.5 Overtime shall be rounded up to the nearest quarter (1/4) hour. Eligibility for overtime shall be based on the actual number of hours worked.
- 6.4.6 In the event that sufficient, acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such District personnel as are deemed necessary by the District shall be required to work overtime.

6.5 Emergency Call Back

An employee who is called back to work outside of the regular assigned work hours for a building emergency will be guaranteed a minimum of one and one-half (1½) hours pay and will be paid at the overtime rate for that time, even if the employee has not worked forty (40) hours during the workweek.

6.6 Flex Time

At the mutual agreement of the employee and the District, a change to the regular weekly work schedule may be made for the same total number of weekly hours as normally worked. The flexed hours must be worked within the same workweek.

- 6.6.1 The agreement to work such a flex schedule shall be entirely voluntary on the part of both the employee and the District.
- 6.6.2 The flex time agreement shall specify the entire Fair Labor Standards Act workweek and shall provide for the same total number of weekly hours as are normally worked.
- 6.6.3 The flex time agreement shall be approved by the authorized District supervisor and the employee on the timecard.

6.7 Access to Professional Development Training

When new curriculum is adopted or implemented or the District will offer classified employees District training along with licensed staff, when appropriate to the employee's assignment or requested by the building administrator. In addition, if staff would like to take additional trainings, they will discuss the request with their supervisor and explain why they are requesting the training. If approved, the District will pay for said trainings.

6.8 Access to IEP/Other

The District agrees to provide annual notification to classified staff who provide direct services to students, access to the students IEP, 504 plans, behavior intervention plans and safety plans, while maintaining the student's confidentiality.

Article 7 – Seniority and Layoffs

7.1 Displacement/Layoff

- 7.1.1 The District reserves the right to determine positions to be eliminated or reduced in annual hours of employment.
- 7.1.2 Displacements and layoffs within each affected job title shall be determined by the District on the basis of seniority, provided the operational needs for special occupational skills are met. Where seniority is the same, the determination shall be made by lottery.
- 7.1.3 No non-probationary employees shall be displaced or laid off within a job title until all probationary employees in that job title, with same or fewer hours as the affected non-probationary employees, have been terminated in accordance with the provisions of Article 19, Probationary Period, of this Agreement.
- 7.1.4 If the District determines the need for a layoff, notice of not less than twenty-one (21) calendar days shall be provided to non-probationary employees to be laid off.
- 7.1.5 Notice of layoff shall be by personal delivery or by certified mail restricted to the addressee.
- 7.1.6 When an employee is notified of layoff, an employee can request a meeting with a District representative within one work week subsequent to receipt of the notice. The purpose of such meeting shall be to review recall rights and procedures.

7.2 Seniority

- 7.2.1 Seniority, for the purpose of this Article, shall be defined as total length of continuous service with the District since most recent date of hire into the District.
- 7.2.2 All authorized leave with pay and periods of temporary displacement shall be considered as continuous employment for the purpose of computing seniority.
- 7.2.3 An employee who has not completed their initial probationary period shall not be considered a regular employee and shall not be considered to have seniority.
- 7.2.4 An employee who is laid off and has no employment with the District and who is subsequently reinstated shall have their full seniority earned prior to layoff restored, but shall not earn additional seniority during the layoff.

7.3 Special Occupational Skills

- 7.3.1 The order of displacement/layoff within each affected job title shall be determined by the District on the basis of seniority, provided the operational needs for special occupational skills are met.

7.3.2 The special occupational skills that an employee should bring to the classification would be defined as a specific ability that another person in the same job title or family would not have, and could not learn the skill with minimal training, and that the program in which the employee works would suffer should that employee be bumped out. Examples would be:

- Educational Assistant 2 in the dual language program where fluency in Spanish is needed or required.
- Educational Assistant 2 in the Special Education program where experience working with Autism or special needs students is needed or required.

7.4 Eligibility

In order to be placed or bumped into another position, an employee must meet minimum job qualifications based on skills and training as listed on the job description and most recent job posting for that position. If a regular employee takes a limited-term assignment, their regular status and seniority accrual continues.

7.5 Definitions

7.5.1 Displacement: A "displaced employee" is one whose position has been: (1) eliminated; (2) reduced in total annual hours of assignment by more than ten (10) percent [except for those employees in a Supported Education Assistant job title being reduced in total annual hours of assignment by more than fifty (50) percent] in a single reduction or in aggregate reductions during a period of thirty-six (36) months immediately preceding date of reduction; or (3) reduced in hours below the level necessary to qualify for medical insurance benefits.

7.5.2 Layoff: A displaced employee is considered "laid off" when no transfer or reassignment opportunity can be found and the employee, if eligible, does not have sufficient seniority to bump into another position. If a displaced employee declines a transfer or reassignment within their job title that provides at least ninety (90) percent of their annual hours of assigned work at the time of displacement, then they are terminated without layoff rights.

7.6 Reassignment/Bumping Procedures

The administration will attempt, through reassignment/transfer, to place the employee into an opening within their job title that provides at least ninety (90) percent of the employee's annual hours of assigned work at the time of displacement. The goal of reassignment/transfer is to attempt to restore the employee's hours to one hundred (100) percent. An employee is not entitled to a position that is of greater hours than they occupied at the time of the layoff.

7.6.1 Single Job Title Procedure. Displaced employees holding a single job title shall be eligible for placement/bumping as follows:

- a. The employee will first be entitled to fill any existing vacancy within their

current job title that provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement with a goal of restoring their time to one hundred (100) percent.

- b. If no vacancies exist within the job title, the employee, based on their seniority and provided the operational needs for special occupational skills are met, will be eligible to bump the least senior person within the job title that provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement.
- c. If there are no positions within the job title for which the employee is eligible to bump, employee will be entitled to fill any existing vacancy on an equal or lower pay range within their job family (see Attachment A—Classified Job Families and Salary Range) that provides at least ninety (90) percent of their total annual hours of assigned work.

The exception is an Educational Assistant-Lifeskills cannot be placed into an Educational Assistant 3 vacancy, unless they have held that position (EA3) within the last three years but would be eligible for placement in an Educational Assistant 2 vacancy provided the operational needs for special occupational skills are met.

- d. If no vacancies exist within the job family, the employee, based on their seniority and provided the operational needs for special occupational skills are met, will be eligible to bump the least senior person at an equal or lower range within their job family that provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement.
 - The exception is an Educational Assistant-Lifeskills cannot bump an employee in an Educational Assistant 3 position, unless they have held that position (EA3) within the last three (3) years, but would be eligible to bump the least senior person at an Educational Assistant 2 range or lower range within their job family provided the operational needs for special occupational skills are met and provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement.
- e. If there are no positions within the job family for which the employee is eligible to bump, the employee will be eligible for placement or bumping into a previously or currently held job title that provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement, provided the position was held within the last three (3) years. An employee who selects or rejects this option does not forfeit the right to recall into the job family or title held at time of displacement.
 - As an exception, employees in a standalone position, identified in the job families listed in the appendix, would be eligible for placement or bumping into a previously held job title within the last five (5) years.

- f. The employee may accept placement or bump into positions that provide less than ninety (90) percent of their annual hours of assigned work at the time of displacement without forfeiting their right to recall into a position of more hours during the recall period.

7.6.2 Multiple Job Title Procedure. If an employee's entire assignment is displaced, the job title with the highest numbers of hours will first be used for placement. Displaced employees holding more than one (1) job title shall be eligible for placement/bumping as follows:

- a. The employee will first be entitled to fill any existing vacancy within the job title where the reduction occurred that provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement with a goal of restoring their time to one hundred (100) percent.
- b. If there are no vacancies within the job title where the reduction occurred, the employee will then be entitled to fill any existing vacancy within any other jobs titles currently held that provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement with a goal of restoring their time to one hundred (100) percent.
- c. If no vacancies exist within any of the job titles, the employee will be eligible to bump the least senior person within the affected job title that provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement.
- d. If there are no positions within the affected job title for which the employee is eligible to bump, the employee will be eligible to bump, based on their seniority and provided the operational needs for special occupational skills are met, the least senior person at an equal or lower range within their job family (see Attachment A—Classified Job Families and Salary Range) that provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement.
 - The exception is an Educational Assistant-Lifeskills cannot bump an employee in an Educational Assistant 3 position, unless they have held that position (EA3) within the last three (3) years, but would be eligible to bump the least senior person at an Educational Assistant 2 range or lower range within their job family provided the operational needs for special occupational skills are met and provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement.
- e. If there are no positions within the job family for which the employee is eligible to bump, the employee will be eligible for placement or bumping into a previously or currently held job title that provides at least ninety (90) percent of their total annual hours of assigned work at the time of displacement, provided the position was held within the last three (3) years. An employee who selects or rejects this option does not forfeit the right to recall into a job family or title held at time of displacement.

- As an exception, employees in a standalone position, identified in the job families listed in the appendix, would be eligible for placement or bumping into a previously held job title within the last five (5) years.
- f. If placement or bumping at any of the levels outlined above results in more than a ten (10) percent reduction in annual salary, the employee may accept or reject the option without waiving recall rights.

7.7 Temporary Furlough

- 7.7.1 Where a layoff is expected to be of short duration (less than ninety (90) days) or where a layoff could not have been planned for in advance, an employee(s) may be placed on temporary furlough for a period of up to ninety (90) days.
- 7.7.2 The District may elect to place an employee(s) on temporary furlough as an alternative to a layoff or until a layoff process can be worked out.
- 7.7.3 A temporary furlough shall not exceed ninety (90) days in duration.
- 7.7.4 An employee(s) who is subject to a temporary furlough shall continue to receive the paid insurance benefits provided for under Article 11 that were received prior to the temporary furlough for the duration of such temporary furlough.
- 7.7.5 Any employee contribution to those benefits must be paid to the District by the 25th of the month in order to receive benefits for the following month.
- 7.7.6 In the event of a temporary furlough, seniority shall not apply, but, rather, the specific employee(s) in the positions affected shall be furloughed.

7.8 Notice of Assignment

By the end of the school year, each classified employee who will be returning for the following year will be given notice of tentative assignment as to building and classification.

7.9 Recall

- 7.9.1 When job openings occur within a job family that has experienced a layoff, laid off employees within that job family will be recalled in the inverse order of layoff provided they are qualified. No new employees will be hired into job families from which employees are laid off and remain eligible and qualified. Laid off employees have the right to recall into vacancies for which they are qualified within their current or previously held job family that provide at least ninety (90) percent of their total annual hours of assigned work at the time of layoff with the goal of restoring their time up to, but no more than, one hundred (100) percent of hours held at time of layoff. If recall into a job title results in more than a ten (10) percent reduction in annual salary, the employee has a choice to accept or reject this option and will not waive further recall rights by doing so.

- 7.9.2 Recall Notice. In the event of recall, the District shall notify the employee by certified letter at the last address filed in writing with the Human Resources Department or by personal delivery. The District shall be obliged to notify the employee of recall rights only at the time of layoff. Employees will be responsible for notifying the District if they chose to be removed from the recall list and of any change of address during their layoff.
- 7.9.3 Recall Period. Recall rights shall automatically terminate under the following circumstances:
- a. Twenty-seven (27) months have passed since the date of layoff without recall; or
 - b. The laid off employee or their agent does not respond within ten (10) workdays of receipt of a job offer; or
 - c. If after accepting a position the employee does not report to work on the specified reporting date, unless disabled. Such specified reporting date shall not be less than fifteen (15) calendar days after the date of receipt of an offer of a position; or
 - d. A laid off employee refuses recall to a position that is in the same classification as the job title held at the time of layoff; and provides at least ninety (90) percent of the annual compensation earned at the time of layoff.

Article 8 – Personnel Records

8.1 Entry

- 8.1.1 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 the employee 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. A copy of such material shall be furnished to the employee upon request.
- 8.1.2 Material placed in the personnel record of an employee without conformity with the provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.
- 8.1.3 An employee may attach a written response to any information placed in their personal file.

8.2 Removal of Material

When a formal reprimand has been placed in the employee's file and the employee has subsequently been employed for three (3) consecutive years without further reprimand, the letter and any documents related to the letter shall, upon request, be purged. An exception to this practice will be made when a reprimand contains a written warning of discharge.

8.3 Access

Employees may have access to review their personnel file during regular District office hours.

Article 9 – Vacancies, Job Postings and Promotions

9.1 Enhancing Employment Opportunities

- 9.1.1 It is the intent of the District to maintain full time positions when possible and to create full time positions for classified staff when possible.
- 9.1.2 Employees and the District recognize that there is mutual benefit to be gained by facilitating the promotion of qualified District employees. In the interest of furthering that goal, the Human Resources Department will, upon request, provide career development counseling. The purpose of such counseling shall be to help employees identify actions that they might take to enhance their promotional opportunities.

9.2 Job Opening Notice

- 9.2.1 The District will post job openings that are for two (2) or more hours.
- 9.2.2 The District will post all bargaining unit job openings on the District's website page.
- 9.2.3 Job openings shall normally be open at least five (5) working days prior to the closing of a position.
- 9.2.4 If an employee applies for a position and meets the minimum qualifications for that position, the employee will be considered for an interview. The District will interview at least two (2) of the best qualified internal candidates for a position.
- 9.2.5 Once a candidate, not selected or granted an interview, has been notified they may request the hiring administrator/supervisor to provide an explanation of why the employee was not interviewed for or offered a position. In the response the hiring administrator/supervisor will identify actions that the candidate might take to enhance their promotional opportunities
- 9.2.6 The District shall send out a link to the web page where District jobs are posted each September.

9.3 Pay Upon Promotion

- 9.3.1 Pay Upon Promotion in the Same Job Family
Upon receiving a promotion in the same job family an employee will be placed on the appropriate range of the position and on their current step.
- 9.3.2 Pay Upon Promotion in a Different Job Family
Upon receiving a promotion to a different job family an employee will be placed on the appropriate range of the position and the step on the salary schedule that represents at least eighty (80) percent of the employee's years of experience with the District. Year of service is a full school year.

9.4 Interview Committee

The District shall include a classified employee on interview committees for classified positions. Classified employee participation on an interview committee shall be voluntary and if participation on the interview committee is during or outside of the employee's regular time, the employee will be paid at the employee's regular rate.

Article 10 – Compensation and Related Matters

10.1 Salary Schedules

- 10.1.1 The 2022-23 salary schedule for the term of this Agreement is shown in Appendix B – Classified Salary Schedule. For the 2023-24 school year the salary schedule will be increased by 2.5%.
- 10.1.2 The salary schedule steps will be capped at step 15, with a longevity step. However, employees beyond step 15 as of July 1, 2011, salaries will be redlined. (Will not move on the salary schedule)
- 10.1.3 Salary ranges will be as shown in Appendix A-Classified Job Families and Salary Range unless mutually agreed changes are made through the JLMC.
- 10.1.4 Any employee who can demonstrate proficiency in any one of the top five (5) languages of origin represented by the District's student population, aside from English, will be granted an additional step. It is the responsibility of the employee to contact the District's Human Resources Department to schedule an assessment of language proficiency. The effective date of the additional step will be based on the date of request.
- 10.1.5 New employees will be placed on step 1 of the appropriate range for the position, unless their previous work experience and responsibility directly aligns with the position for which they are hired.
- 10.1.6 New employees with work experience and responsibility level will be placed on steps as follows:
- Step 2 would be granted for 4-7 (four to seven) years (upon verification) of job-related experience or similar position held.
 - Step 3 would be granted for 8 (eight) or more years (upon verification) of job-related experience or similar position held.

10.2 Step Advancement

Eligible employees for step advancement are defined as those who are hired into a regular status position by March 1 and have been in a paid status a minimum of seventy-five (75) percent of their assigned work days in the position through the end of the work year (July 1 to June 30). Employees hired into a limited term position by March 1 who are re-employed in the same job title, by the tenth (10th) day of the subsequent school year will also qualify for a step advancement. One (1) step is defined as a single movement on the salary schedule to the next column to the right.

- 10.2.1 Step advancement for eligible employees will be based on a July 1 step advancement date.

10.2.2 All salary step increases shall be contingent upon satisfactory job performance as determined by the District. Notification shall be given to the Association chapter president of any employee denied a step because of job performance. An employee who has been denied an annual step increase shall be reevaluated in ninety (90) days, and if job performance is then satisfactory, based on minimum requirements of the position, the employee will then be given one (1) step advancement on the schedule.

10.2.3 On January 1, 2023, all eligible employees will receive an additional step increase.

10.3 Education Attainment Incentive

An employee must submit an application to the District Human Resources Department by October 1 for a one-time incentive for an educational degree that is above the minimum requirements for their current position. Official transcripts must be submitted to the Human Resources Department by October 15. The incentive payment will be included in the November paycheck.

10.3.1 For the 2022-23 school year the application deadline is January 1 for the one-time education attainment incentive, with official transcripts to be submitted by January 15. The incentive payment will be included in the February paycheck.

10.3.2 Employees will be eligible for the incentive of the highest degree they hold at the time they submit the incentive application.

<u>Degree</u>	<u>Amount</u>
Associates Degree (AA)	\$250
Bachelor's Degree (BA/BS)	\$500
Master's Degree (MA/MS)	\$1,000
Masters +45 graduate credits	\$1,250
Doctorate (PhD/DED)	\$1,500

10.4 Working Out of Classification

10.4.1 An employee, who is temporarily assigned by the District to replace an absent employee or temporarily filling a vacant position, who is in a higher-paying classification, and who is assigned to assume all the duties and responsibilities of the position, shall be considered working out of classification.

10.4.2 After five (5) consecutive workdays in such an assignment, the employee shall receive the difference between their current range and step and the range they are working out of classification in, retroactive to the first day of such assignment.

10.4.3 If the duration of the working out of classification is more than six (6) months the District will notify the Association.

10.5 Salary Placement During Reassignment

An employee who voluntarily or involuntarily transfers/applies to a lower paid classification will be placed on the appropriate range of the new position and on the corresponding step to match the employee's continuous years of service in the District.

10.6 Retired Classified Employees

The District has the right to hire PERS-retired classified employees. A classified employee who retires from the District and is then rehired shall be a member of the bargaining unit.

There are two (2) categories of post-retirement employment for classified employees who have retired from the Corvallis School District and are PERS-retired:

10.6.1 Employees retiring during a fiscal year that wish to complete the fiscal year in that same position.

They may be re-employed at the same salary, benefits, and leave rights for the balance of the fiscal year. Their status is temporary, however, their Article 7 Seniority and Layoffs rights will continue through the balance of the fiscal year of retirement.

10.6.2 District retired employees who are hired into any position after the fiscal year in which the employee retired from the District will have the following rights:

- a. The rehired retired employee must be hired as a new employee and when hired, their employment date will be their most recent date of hire.
- b. The rehired retiree employee will have the rights and limitations as any new employee.
- c. If the rehired retired employee continues insurance coverage at the employees own expense during the period after retirement and reemployment the employee may be eligible for continued insurance coverage. However, if the employee drops their health insurance coverage they must re-qualify for health insurance. If a retired employee is hired in June for the next school year the District will continue its contribution for their insurance coverage over the summer.
- d. The rehired retiree will be placed on the same step they were at on the salary schedule when they retired. The exception is for anyone who was redlined will be placed at step 15.
- e. The District will reinstate up to ten (10) days of the rehired retired employee's unused sick leave at the time of retirement.

- f. The rehired retiree employee may continue to be a member of the Sick Leave Bank if the employee was previously a member. Except as provided in this section all terms of this Agreement apply to retired re-employed employees.

10.6.3 For all returning retirees: The contract year may have fewer days than a typical school year calendar. A re-employment calendar may be mutually developed to address district needs or PERS restrictions on post-retirement employment.

- a. Staff hired post-retirement will continue to earn one (1) day of sick leave per month worked.
- b. It is the employee's responsibility to maintain records and ensure compliance with all PERS regulations. If an employee exceeds the number of PERS-allowable hours, the employee will be responsible for any costs or penalties incurred.

10.6.4 For mid-year PERS-retirees who complete the school year, classified employees retiring during the school year who complete the year will continue with the same salary and benefits through June 30 of that school year. No PERS payment will be made by the District.

10.6.5 At the discretion of the District, PERS-retired staff who return in school years following the year of retirement may receive health insurance at the same level as working classified employees. The rehired employee's working conditions are subject to the terms of this Agreement as set forth above.

10.7 Longevity Pay

The top step of the salary schedule is step 15. Employees on step 15 who are eligible for step advancement will receive longevity pay valued at five percent (5%) over the step 15 rate.

10.8 Method of Compensation

All classified employees will be paid in twelve (12) equal monthly installments.

10.8.1 Resignation

Resignations shall be in writing and submitted to the Human Resources Department. Final payment of wages shall be made on the final day of the corresponding pay period for separation of services, other than termination.

10.9 Public Employees Retirement System Pickup

The District shall continue to pick up, or pay, the employees' retirement contribution for the duration of this Agreement.

10.10 Club Advisor/Coach

- 10.10.1 A club advisor or coach continuing in an assignment shall be required to complete a new application form for these positions each year. The District retains the right to change club advisors or coaches at its option without being subject to the contract discipline and just cause procedure (Article 20).
- 10.10.2 Club Advisor/Coach positions will be paid according to the Athletic and Extra-Duty Pay Schedule in the CEA bargaining agreement.
- 10.10.3 Classified employees hired into paid coaching positions for the Corvallis School District will not be required to use their own leave in order to attend contests for the sport for which they were hired. Absences for contests, confirmed by the Athletic Director, will be entered into the absence management system as job related.

10.11 Travel Reimbursement

- 10.11.1 Travel reimbursement will be approved for all travel pertaining to assignments split between buildings as the result of the staffing process. If the travel is the result of the employee's request for split assignments or the result of the employee applying and being hired for additional assignments, travel reimbursement does not apply and therefore will not be approved.
- 10.11.2 The District's established rate per mile shall be allowed as travel reimbursement when employees are required to use their own cars on school business. Reasonable, actual expenses shall be paid for meals and lodging when employees are required to attend out-of-town meetings.
- 10.11.3 Approval for reimbursement of expenses must be received prior to the travel. Employees requesting such reimbursement must provide proper receipts in order to qualify.

10.12 Food Handlers Cards

The District shall reimburse food service employees for their out-of-pocket and receipted expenses incurred in obtaining a food handler's card.

10.13 Committee Work

Committee work is a voluntary activity for employees. However, an employee who is a member of a committee will be eligible for compensation or mutually agreed flex time, at the discretion of the department administrator. For the purpose of this section committees must be approved by district or school administration.

10.14 Shift Differential

The District agrees to provide premium compensation of fifty cents (\$0.50) per hour to employees working four (4) or more hours of the graveyard shift (10 p.m. to 8 a.m.).

10.15 Enrollment of Classified Staff's Children in the District

The District recognizes the benefit to staff who live in and out of the Corvallis School District boundary to have their child attend the school in which they work or attend one of their feeder schools. For this reason, staff shall be permitted to have their child attend either the school in which they work or one of the feeder schools. Transfer requirements and deadlines apply.

10.16 Fingerprinting

The District will cover the costs of required fingerprinting and background checks.

Article 11 – Insurance

11.1 Coverage

- 11.1.1 The District will continue to offer medical, dental, vision, long-term disability, and employee and dependent life insurance plans at least at the level of benefits that exist as of June 2022 during the term of this contract. The District will make available to classified staff any and all non-medical plans that are made available to any other work group.
- 11.1.2 Eligibility for District paid benefits in a particular month shall be determined by dividing the total number of days worked for the year plus the number of any paid leave days for the year by the number of contract days and multiply the results by twelve (12) months to determine the number of months of earned coverage.
- 11.1.3 The District's monthly contribution for classified employees who work less than a full school year shall be prorated by dividing the employee's number of worked contract days by full July-June contract days (based on their individual work calendar), and multiplying the result by twelve (12) months to determine the number of covered months (decimals shall be rounded up to the next whole number). Should an employee not have enough pay to cover employees portion of the premium then the employee will be billed for their portion.

New employees will qualify to begin receiving District-paid insurance benefits on the first day of the month following a thirty (30) day waiting period.

11.2 Joint Benefits Committee

- 11.2.1 A Joint Benefits Committee (JBC) shall be created to determine the medical, dental and vision benefit plans for employees eligible for the District insurance contribution and to determine the amount of employee out-of-pocket expense for the medical insurance plans. The total dollars available to cover the health plan premiums shall be the District contribution amount in Article 11.3, the employee out-of-pocket contribution, and any dollars available from classified employees insurance waiver savings.
- 11.2.2 The JBC shall have six (6) members, three (3) appointed by the Association and three (3) by the District. JBC decisions shall be by consensus. The Association and the District representatives on this committee have the authority to act as delegated to them by the Association and District respectively. Once a decision is made the decision shall be the status quo until another decision is made.
- 11.2.3 During this contract, the annual savings in premium cost to the District related to those employees who decline to enroll in the basic medical insurance plan, effective as of October 1 of each contract year, will be available to the JBC to reduce the amount of out-of-pocket cost for employees.-These insurance dollars will be placed in a classified insurance reserve account.
- 11.2.4 If at any time the cost of employee insurance exceeds the limits on the District's total contribution for insurance set by this Article, the committee will, subject to

the Association and the District approval, adjust the benefit program to fall within the limit of the District's total insurance contribution. If the District and the Association do not agree on the adjustment to the benefit program or the use of the medical insurance waiver savings, and if additional money is needed to continue the benefit program, the Association shall agree to an increase of the amount contributed by its members to maintain the benefit program. The committee will manage the medical insurance waiver savings beginning with the 2019-20 school year.

11.3 Cap in Cost

11.3.1 Effective October 1, 2022, the District contribution towards medical, dental and vision insurance premiums for a full-time employee will be a maximum of one thousand two hundred- sixty five (\$1,265) dollars. Life and long-term disability insurance premiums will be paid in full by the District.

11.3.2 The District shall deduct the composite premium amount that exceeds the District's contribution, less any offsets determined by the JBC from the employee's monthly payroll checks.

11.4 Insurance Prorate

11.4.1 Full-time employees of the District shall be eligible to receive the full level of insurance coverage as selected by JBC.

a. Full-time employees are defined, for insurance benefit purposes, as those who work thirty-five to forty (35 – 40) hours per week and at least nine (9) months a year.

11.4.2 Half-time employees of the District shall be eligible to receive a prorated insurance contribution based upon the relationship of their weekly work schedule to that of a full-time employee.

a. Half-time employees are defined, for insurance benefits purposes, as those who work at least twenty (20) hours per week, but less than thirty-five (35) hours per week (seven (7) hours per day) and at least nine (9) months a year.

b. Employees who receive a prorated insurance contribution shall have the option of selecting medical coverage only or the full package of insurance benefits, including medical, provided they also authorize a payroll deduction for the difference between the full cost of the coverage selected and the District contribution.

11.4.3 Should any member commence work on a half-time (1/2) basis, but less than seven (7.0) hours per day at any time during this Agreement, that member shall receive the District's contributions prorated in one (1) hour increments on the employee's FTE (full-time equivalency) as compared to a forty (40) hour workweek. These employees will have the option to choose: (1) medical coverage only, (2) dental and vision-only; or (3) the full insurance package, or (4)

to decline all insurance benefits.

Hours/Day Worked	% Paid by Employer Medical & Dental & Vision
7.0 to 8.0 hrs.	100%
6.0 to 6.99 hrs.	85%
5.0 to 5.99 hrs.	75%
4.0 to 4.99 hrs.	60%

11.4.4 Part-time employees are ineligible to receive insurance benefits from the District. Part-time employees are defined, for insurance benefit purposes, as those who work less than twenty (20) hours per week.

11.4.5 Half-time employee's insurance contributions will be determined by the contract hours in place the first of the month following the effective date of an assignment change.

11.4.6 Staff members whose assignment is less than full time and whose spouse or domestic partner is also eligible for insurance and an employee of the District can combine their District insurance contribution and apply the total toward the medical premium and dental/vision premium.

11.4.7 The half-time employee may apply their entire prorated insurance allocation (medical, dental, vision) towards their medical premium or divide the prorated allocation contributed by the District between medical and dental/vision.

11.5 Health Savings Account

11.5.1 If the JBC selects a high deductible major medical plan that can be partnered with a Health Savings Account (HSA) per federal regulation, the District will make contributions to the HSA account for employees eligible to receive insurance benefits. The District's contribution will be prorated based upon FTE and the contract bargained employer contribution amounts less medical/dental/vision/life/ltd premium deductions, but not in excess of the IRS allowable limit defined for individual and family classifications. Additionally, an employee may contribute funds to bring the total employer and employee contributions up to the IRS allowable maximum for the calendar year.

11.5.2 The employee is responsible to ensure account activities are in compliance with IRS regulations. Also, the employee is responsible for setting up the HSA account during the open enrollment period or the first time an individual is eligible to enroll in insurance.

Article 12 – Holidays

12.1 General

12.1.1 Holiday pay at the employee's regular rate of pay shall be allowed for regular employees who are actively employed at the time of the holiday.

12.1.2 When a designated holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed.

12.1.3 To be eligible for holiday pay, an employee must have worked the last scheduled workday before and the first scheduled workday after the holiday or have been on authorized leave with pay or on authorized leave without pay for no more than five (5) working days.

12.2 Designated Holidays

The following are observed holidays for twelve (12) month employees:

Independence Day	Christmas Day
Labor Day	New Year's Day
Veterans Day	Martin Luther King Jr. Day
Thanksgiving Day	Memorial Day
Day following Thanksgiving Day	Juneteenth Day
Christmas Eve or New Year's Eve, as scheduled by District designee	

The following are observed holidays for nine (9) to eleven (11) month employees:

Labor Day
Veterans Day
Thanksgiving Day
Martin Luther King Jr. Day
Memorial Day

12.3 The adoption of the school year calendar will not result in fewer holidays for less-than-twelve (12) month staff than would normally be granted. For nine (9) to eleven (11) month employees the day after Thanksgiving will now be considered a non-contract day.

12.4 Juneteenth Holiday

12.4.1 Employees who work the full month of June shall receive Juneteenth, designated as June 19th, as a paid holiday.

12.4.2 Employees on work calendars that don't work the full month of June will have Juneteenth as a non-contract day.

Article 13 – Vacation

13.1 Eligibility

To be eligible for vacation accrual, an employee shall have an assignment that is year round (two hundred-sixty (260) day calendar) for a minimum of four (4) hours a day.

13.2 Accrual

Vacation shall be accrued from the first day of hire and in accordance with the following schedule, and shall include allowance for employees with years of continuous service as follows:

Years of Service	Rate of Accrual for Each 26 Hours Worked	For example: Vacation Earned for an 8 Hour per Day/260 Day Work Calendar Employee
0-2	1 hour	80 hours/10 day
3-9	1.5 hours	120 hours/15 days
10-14	1.7 hours	136 hours/17 days
15 and over	2 hours	160 hours/20 days

13.3 Utilization

All vacation periods must be approved by the school official to whom the employee is directly responsible.

13.3.1 Year-round employees shall take their earned vacation during June, July, August, and the spring and winter break, and any other time shall be by permission of the District only. No vacations shall be scheduled in the first week immediately preceding and the first week following the opening of school in the fall or the first week immediately preceding and the first week following the last day of school, unless the immediate supervisor, in consultation with the building administrator, deems it will not hamper or interfere with the opening or closing of school.

13.3.2 The vacation year shall be July 1 through June 30.

13.3.3 When a holiday observed by the District falls during an employee's vacation, that day shall not be counted as a vacation day.

13.3.4 At the end of the fiscal year employees may carry over up to 20 vacation days into the new school year. Any vacation time in excess of 20 days will be paid in July at the employee's regular pay rate. Additional vacation time pay out must be requested by the employee to their supervisor by June 1st.

13.3.5 The employee shall provide the District with a minimum of five (5) working days notice in advance of their intention to take vacation, except in case of an emergency.

13.3.6 Unused vacation (and all personal leave) must be taken prior to approval of any unpaid leave. Unpaid leave is granted at the discretion of the District.

Article 14 – Leaves

14.1 Bereavement Leave

14.1.1 Upon request, up to five (5) days leave with pay shall be allowed in the event of death in the family. For the purpose of this Article, family is defined in Appendix C.

14.1.2 The superintendent or designee may, at their discretion, grant use of bereavement leaves for individuals not listed in Appendix C, and additional days as needed.

14.2 Personal Leave

Each employee shall receive three (3) days of personal leave with pay each year. The leave shall be available upon request with no questions asked.

14.2.1 The employee shall provide the District supervisor with a minimum of five (5) working days' notice in advance of their intention to take leave, except in case of an emergency.

14.2.2 Leave may not be granted if a substitute is not available.

14.2.3 Personal leave (and all vacation leave) must be taken prior to approval of any unpaid leave. Unpaid leave is granted at the discretion of the District.

14.2.4 This leave may be taken in fifteen (15) minute increments.

14.2.5 At the end of June, each employee shall be paid for all unused personal leave days except that two hundred-sixty (260) day employees will have unused personal leave credited as additional vacation for the next year.

14.3 District Closure/Delayed Start Leave

Three closure emergency leave days, based on the classified employee's daily hours, will be available for District called school closures and/or delayed starts only. This time may be taken in fifteen (15) minute increments as needed and used for school closure and/or delayed starts determined by the District. If delayed start occurs the employee has the opportunity to flex this time by mutual agreement of the employee and their supervisor. No payout will be allowed for the closure emergency leave day.

14.4 School Cancellation, District Closure, and Delayed Start

When school is cancelled, the District is closed, or there is a delayed start due to inclement weather or other circumstances beyond the District's control, the District shall attempt to notify employees by phone, radio, District website, or television announcement.

14.4.1 School Cancellation

The school office and maintenance staff with a two hundred twenty-five (225) workday calendar or more shall report to work and if unable may use District closure leave before using personal leave time. One school maintenance employee may be designated by the District as emergency crew and will report to work as is safely possible and be paid as emergency crew. Employees with less than a two hundred twenty-five (225) workday calendar shall not report to work and may use District closure leave before using personal leave. If the District elects to make up school closure day(s), employees with less than a two hundred twenty-five (225) workday calendar shall report to work.

14.4.2 District Closure

When the District is closed for the day, only the emergency crew is to report to work. Members of the emergency crew (only staff members designated by their administrator) will report to work as close to their assigned time as they can safely arrive. When this occurs, the emergency crew member may use District closure leave or personal leave at straight time until able to report. Emergency crew will be paid double time (two (2) times the regular hourly rate) for all time worked on a District closure day. Employees who are on double-time pay shall, so long as such continues, not be eligible for the minimum call-back or overtime pay specified in Section 6.4 hereof. The provision of this section shall not be construed as to interfere with the right of the District to lay off employees pursuant to Article 7. The District may, at its option, apply the provision of this section to temporary school closures that are due to causes other than inclement weather.

14.4.3 Delayed Start

When a delayed start is announced, all classified employees are requested to report as close to their assigned time as they can safely arrive. If an employee cannot report to work at their assigned time, then they may use their District closure leave, or if unavailable, their personal leave or they may work with their building/worksite administrator/supervisor to arrange flex time, for any work time missed.

14.5 Military Leave

Military leave will be provided pursuant to applicable Federal Statutes and ORS 408.290.

14.6 Professional Leave

Professional leave may be granted by the Superintendent or their designee for conferences, workshops, or job-related visitation when, in the District's judgment, the operations would not be hampered by the absence and the activity appears to have sufficient potential value to the District to warrant such leave.

14.7 Sick Leave with Pay

14.7.1 All employees shall accrue sick leave as insurance against the impact of personal illness or injury. Sick leave shall be accrued at the rate of one (1) day

per month worked, pro-rated based on an employee's regular hours, with a minimum of ten (10) regular workdays for employees who work nine (9) consecutive months during the year. Unused sick leave shall accumulate to an unlimited total.

- 14.7.2 All employees shall be credited with their full annual sick leave benefits on the first day of their work year. Employees terminating before the end of their work year, who have used more days of sick leave than their service days entitle them to, shall have the excess days (not earned) deducted from their final paycheck and if insufficient, the employee shall reimburse the District for the excess days paid to them.
- 14.7.3 An employee whose term of illness extends through June 30 of any given fiscal year and at that time has not used up all accumulated sick leave shall continue to receive paychecks against prior years accumulated sick leave. However, in these cases, such employee's sick leave account shall not be credited for additional hours in the new fiscal year until they have returned to work.
- 14.7.4 An employee with an illness covered by accumulated sick leave benefits shall be subject to disciplinary action if other unauthorized employment is undertaken while off the job during normal work hours.
- 14.7.5 An employee shall not consider sick leave as a right that allows absence at any time for other than the reasons set forth in this Article. Certification of one (1) or more physicians that an illness or injury prevents an employee from carrying out their duties shall not usually be required unless the employee is absent in excess of five (5) consecutive days. If medical evidence indicates an employee can return to their duties, the employee shall return or in continued absence be terminated. Sick leave shall not be considered available as terminal leave, either in time or in dollars, except as reported to the Public Employees Retirement System (PERS) upon retirement.
- 14.7.6 Sick leave may be taken in 15-minute increments and used for the employee's or a family member's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Definition of family member is in Appendix C and may be updated following any changes to OFLA or FMLA. The Superintendent or designee may grant use of sick leave to other individuals not listed in Appendix C.
- 14.7.7 When an employee is absent due to illness or injury compensable under workers' compensation laws, the District's obligation to pay under this sick leave article is limited to the difference between the payment received from workers' compensation and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave.

14.8 Jury Duty

- 14.8.1 If an employee is called for jury duty, the employee shall receive the regular hourly rate for the hours of work lost as a result of such duty, less the amount of monies only if it's over fifty dollars (\$50) (excluding mileage reimbursement which

the employee keeps) paid by the court. The employee is required to provide a copy of the check, given by the court, to payroll if it's over fifty dollars (\$50).

- 14.8.2 Day-shift employees will be required to report for work if their jury duty ends on any day in time to permit at least two (2) hours work in the balance of their regular shift. They shall not receive pay for any hours not worked or in court. Swing or graveyard shift employees will not be required to report for work on any day they have performed jury duty more than one-half (1/2) day and will receive a full day's pay. Hours paid for jury duty will be counted as hours worked for the purpose of computing leave benefits and insurance contributions.

14.9 Legal Leave

Necessary leave time will be granted for any legal proceeding connected with the classified employee's employment with the District or any other legal proceeding, if the employee is required by law to attend. This leave shall be without loss of regular pay; the classified employee will retain all fees and the District will reduce the employee's pay by a like amount, excluding expenses. However, the leave will be without pay if the employee is:

- a. Involved as a litigant or appearing as a party in interest to the proceeding; or
- b. Appearing as a representative of the Association; or
- c. Initiating a cause of action against the District.

The above leaves (14.9 a-c) will be without pay unless otherwise required to be paid under Oregon law.

14.10 Leave Without Pay

- 14.10.1 The District may grant unpaid leaves of absence for a specific period of time up to one year when, in the District's judgment, such leaves would not hamper the District's operations. Probationary employees are not eligible for extended unpaid leave of absences.
- 14.10.2 Upon application by a regular employee, and at the discretion of the Superintendent or superintendent designee, unpaid leave for the purpose of personal illness or injury of the employee may be granted after sick leave with pay has been exhausted.
- 14.10.3 An employee's seniority date will be adjusted for any authorized unpaid leave taken in excess of ninety (90) consecutive calendar days, starting with the ninety-first (91st) calendar day. This will include unpaid leave taken during any school break periods. An employee on such leave shall maintain, but not add to, seniority and sick leave. Authorized unpaid leave less than ninety (90) consecutive days will not have an impact on the employee's seniority. Upon return, the employee shall be returned to the same position or one of comparable pay.
- 14.10.4 All vacation and personal leave must be taken prior to approval of any unpaid leave. Unpaid leave is granted at the discretion of the District.

Article 15 – Sick Leave Bank

15.1 Purpose

The purpose of the Sick Leave Bank (“Bank”) is to extend to eligible employees additional sick leave days should a personal illness or injury cause the member to exhaust all accumulated paid leave.

15.2 Eligible Employees

Employees eligible for participation in the Bank must be actively employed members of the classified bargaining unit who have completed their first six (6) months of employment. Exclusions from eligibility under this paragraph include, but are not limited to, substitute, temporary, and student employees.

15.3 Membership

Members of the Bank are eligible employees who have voluntarily elected to join by signing the required form and contributing accrued, unused sick leave as provided below. Membership in the Bank may be voluntarily terminated by submitting written notice to the Human Resources Department and the union. Members who leave District employment are automatically terminated from membership in the Bank. All sick leave contributed to the Bank will remain in the Bank upon termination of membership in the Bank. An employee who has voluntarily terminated membership in the Bank will not be eligible for membership for twelve (12) months from the date of termination. After twelve (12) months they may renew membership in accordance with the enrollment procedure below.

15.4 Enrollment Procedure

- 15.4.1 Eligible full-time employees working eight (8) hours/day or forty (40) hours/week who desire to become members may do so by contributing the equivalent of two (2) workdays, sixteen (16) hours of accrued, unused sick leave and signing the District’s application form signifying voluntary membership within thirty (30) calendar days of the effective date of this Agreement. Eligible employees working less than eight (8) hours/day or forty (40) hours/week must contribute the equivalent of two (2) workdays to join, and follow the same procedure detailed above. (Example: An employee working four (4) hours/day, or twenty (20) hours/week must contribute eight (8) hours of accrued unused sick leave to join.)
- 15.4.2 Thereafter, eligible employees may elect to become members in the Bank during the months of November and April each year by completing the enrollment procedure. An employee must have at least two (2) sick leave days remaining in order to enroll.
- 15.4.3 The number of hours contributed to and drawn from the sick leave bank will be based on the number of hours worked at time of enrollment.

- 15.4.4 Sick leave contributed to the Bank will be regarded as if it had been used by the employee for sick leave. Employees understand that sick leave contributed to the Bank is no longer credited to the employee's District sick leave account and, specifically, will not be reported to the Public Employee Retirement System ("PERS") as accrued, unused sick leave.

15.5 Additional Contributions

- 15.5.1 In the event a request for additional Sick Leave Bank days is necessary, members must donate two (2) days. If a Sick Leave Bank member is unable to donate two (2) sick days, the employee can still be a member of the Bank, but the first two (2) accrued sick days go automatically into the Sick Leave Bank. Members wishing to terminate their Sick Leave Bank membership before the automatic deduction must submit written notice to Human Resources.
- 15.5.2 Employees may donate up to 100 hours to the sick leave bank at the employee's discretion.

15.6 Access to the Sick Leave Bank

Eligible employees may request sick leave from the Bank if they meet all of the following criteria:

- a. The member has exhausted all other forms of paid leave.
- b. The member has not previously accessed the Bank during the current school year, subject to review in cases of extreme hardship.
- c. The member has experienced a personal physical or mental illness or temporary disability that prevents performance of the essential functions of the work assignment for a minimum of seven (7) consecutive workdays.
- d. The member submits the required form and attaches a doctor's written statement certifying personal physical illness or injury. The doctor's statement is to include information regarding whether the return-to-work release is for full or partial workdays. Requests must be submitted to Human Resources within ten (10) working days of returning to work for verification that all access criteria have been met.
- e. The maximum amount of leave that may be requested by a member shall be thirty (30) workdays. The thirty (30) days may be used for full or for partial workdays; partial workdays are allowed if released by a physician to return to work for only partial days following an extended leave due to an illness or injury that qualifies for Bank access. These days shall be applied starting on the first day following the exhaustion of all accumulated paid leave.

15.7 Oversight

- 15.7.1 Requests that meet the access criteria will be forwarded to JLMC (Article 17) for review and decision-making at the next scheduled meeting after receipt by Human Resources. JLMC may approve, modify, or deny the request after consensus has been reached if possible.
- 15.7.2 If the committee fails to reach consensus, the Association president shall make the final decision regarding the request.
- 15.7.3 The District will maintain Sick Leave Bank records and shall provide a bi-annual report to the Association chapter president upon request.
- 15.7.4 The Association chapter president will review the available sick leave bank balance on a bi-annual basis to determine the need for additional member contributions. Additional member contributions will be limited to one (1) occurrence per calendar year.
- 15.7.5 The Association chapter president will retain the right to terminate a member's membership in the Bank.

Article 16 – Staff Development/Tuition Reimbursement

16.1 Staff Development/Tuition Reimbursement

The District is committed to providing appropriate training to our classified employees on an ongoing basis.

In keeping with the policy of encouraging professional growth and development, employees who have successfully completed six (6) months of employment shall be eligible for reimbursement to cover fees for workshops, seminars, conferences and trainings, college tuition and textbook costs when approved by the Human Resources Department. The reimbursement will be subject to the following:

- a. Tuition and fee reimbursement for classes, workshops and/or tests, with passing results, related to the employee's duties. The classes, workshops and/or tests must be job-related, or education focused and approved in advance of enrollment in the course by the Human Resources Department.
- b. The maximum reimbursement amount per member shall be two thousand dollars (\$2,000) per annum.
- c. Reimbursement of approved coursework shall be made after the employee has submitted proof of successful completion thereof to the District. Successful completion of coursework means a grade of "C" or a grade of "pass." A university/college transcript or a certificate of completion from the testing, training, workshop, or conference is required as proof of completion.
- d. A maximum District cost for classified professional development of twenty-five thousand dollars (\$25,000) for each fiscal year will be approved under the terms of this Agreement. If and when coursework totaling the above amount has been approved, no additional tuition or fees will be paid for that year. If the annual allotment has not been used by April 1, then staff that has already received reimbursement earlier in the year may apply for additional reimbursement, if qualified. A third reimbursement may be requested before June 30, if funds are available, subject to prior approval and verification of course completion.
- e. The District shall report funding balances to the chapter president upon request.

Article 17 – Joint Labor Management Committee

17.1 Purpose

The Joint Labor Management Committee (“JLMC”) is established to promote a partnership between the Association and the administration. The parties commit to address issues and concerns at their earliest stage. JLMC’s goal is to examine all points of view, to reach understanding, and to solve problems collaboratively.

17.2 Topics

The JLMC may address all issues, except active grievances, bargaining and individual personnel issues. If contract issues are raised to or by the JLMC, the committee will either, (a) agree to discuss the issue, or (b) refer it to the appropriate parties for bargaining. All decisions or changes to the contract are subject to the respective parties’ approval procedures.

17.3 Membership

The JLMC will be composed of three (3) individuals appointed by the administration and three (3) individuals appointed by the Association. Each party will determine whether its JLMC appointments are for fixed-term or ongoing membership, and agree that, in normal circumstances, only one (1) member from each party will leave the committee in any given school year.

17.4 Additional Resources

The JLMC may appoint subcommittees to address particular issues. Membership and duties of subcommittees will be determined by the JLMC, based upon the specific issue to be addressed. The committee may also request that particular employees, who are affected by an issue, or their representative(s), attend specified meetings to provide input on the issue in question.

17.5 Meetings

The JLMC will meet on a regular basis for up to two (2) hours per month. Additional time will be arranged upon mutual agreement. Members of JLMC need to notify their immediate supervisor in advance of the meeting dates and times.

17.6 Observation of Meetings

The JLMC meetings will be open for observation by any District employee, District representative, or Association representative.

17.7 Compensation

In order to attend meetings, classified members of the JLMC will flex their work schedules for up to two (2) hours per month. If flexible work scheduling is not possible, each member will receive compensation at their assigned pay rate.

17.8 Operating Agreements

The JLMC will develop and maintain its operation agreements, including:

- a. Agenda development
- b. Meeting times, location, frequency, and duration
- c. Recordkeeping
- d. Ground rules supported by administration and Association
- e. Process by which affected employees and/or supervisors raise issues
- f. Format for issue discussion and decision making
- g. Communication with/to administration and Association
- h. Mechanism for addressing unresolved issues
- i. Monitoring and evaluation of process

17.9 Training

The JLMC will engage a qualified instructor to provide training as needed for the committee. The parties will split any costs associated with training. Specific details regarding the training or instructor will be mutually agreed upon before the training.

Article 18 – Uniforms

18.1 Food Service Employees

Food Service personnel shall receive five (5) uniform shirts or clothing appropriate to their trade, at the discretion of and provided by the District.

18.2 Maintenance Employees

Maintenance personnel shall receive three (3) sets of pants and five (5) shirts or clothing appropriate to their trade, at the discretion of and provided by the District.

18.3 Custodial Employees

Custodial employees shall receive five (5) shirts or clothing appropriate to their trade, at the discretion of and provided by the District.

18.4 Uniform Selection and Maintenance

At the discretion of the District a new uniform may be selected. A “new uniform” is defined as any significant change in color, style, or type of fabric. The District shall meet with a committee of employees selected by the Association to choose any new uniform. If no consensus is reached, the District shall select the uniform. All uniforms are the property of the District. Employees will furnish their own laundry. Uniforms will be replaced as needed. All employees shall be required to wear such uniforms in a visible manner at all times while on duty, with the exception of special occasion days identified by building administrators, such as school spirit apparel.

Article 19 –Probationary Period

19.1 New Employees

The parties recognize that the probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training, and aiding employees in adjustment to their positions, and by providing an opportunity to reject an employee whose work performance fails to meet required work standards. Thus, every new employee hired into the bargaining unit shall serve a probationary period of nine (9) working months on the job. During the probationary period, one (1) formal check-in will be made at the mid-point of probation with the probationary employee by the supervisor and submitted to Human Resources.

19.2 Status

The District has the unrestricted right to terminate new employees on probationary status. The Association also recognizes the right of the District to demote an employee on promotional probationary status to their previous position if, in the District's judgment, the employee's work performance fails to meet required work standards. The right to demote a promoted probationary employee shall not be construed so as to prevent the District from dismissing such an employee pursuant to the provision of Article 20.

Article 20 – Evaluation, Discipline and Dismissal

20.1 Evaluation

Regular employees shall be evaluated at least once each two (2) years. Copies of the evaluation(s) shall be given to the employee.

20.2 Gross Misconduct

In the event of gross misconduct, the employee may be suspended immediately from employment until such charges are investigated and a decision is made to continue or terminate employment. If the employee is cleared of the charges, the affected employee will be immediately reinstated without loss of pay or other benefits. If the charges are upheld, the termination date will be the date of suspension. Investigation and decision concerning charges for suspended employees will not exceed ten (10) days from time of suspension.

20.3 Just Cause

No employee shall be subject to disciplinary action involving suspension without pay, temporary reduction in salary, demotion, or termination without just cause.

20.3.1 Exceptions

Notwithstanding Article 20.2 above, an employee who has completed an initial probationary period and has subsequently been promoted may be returned to the employee's previous job classification within three (3) months of the date of the promotion.

Probationary employees as defined in Article 19.1 are excluded from the terms of Article 20.

20.4 Right to Appeal

If an employee has been disciplined, they shall have the right to choose one (1) of the following to appeal the disciplinary action:

20.4.1 Grievance Procedure. An employee may appeal the disciplinary action through the grievance procedure as provided for in Article 22 of this Agreement.

20.4.2 School Board. Any employee who has been subject to any one of the above specified disciplinary actions shall have the right to appeal such action to the School Board. The appeal must be filed in writing within fifteen (15) days of the date of the disciplinary action. Such appeal must be in accordance with all of the requirements of ORS 332.544.

20.4.3 Election of Remedies. It is recognized that employees have the right to appeal certain disciplinary action to the School Board under ORS 332.544. The District's agreement to allow such disciplinary actions to be appealed through the grievance procedure to arbitration as provided for in Part 1 above is allowed only when the employee has elected not to exercise their rights under ORS 332.544.

Article 21 – Strikes/Work Action

21.1 No Strike

The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause or participate, or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work during the term of this Agreement. The Association recognizes and agrees that disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of the provisions of this Article. Employees on their own time (unpaid time) shall be able to show their support on the picket line as they see fit.

21.2 Association Obligation

21.2.1 In the event of a strike or other work action in any form, either on the basis of individual choice or collective employee conduct, the Association will make every effort, including public appeal, to secure an immediate and orderly return to work. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to such work action.

21.2.2 Members of the bargaining unit agree that they will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty during the life of the contract.

21.3 No Lockout

For the duration of this Agreement, the District will not affect a lockout of employees covered by this Agreement.

21.4 Provisions of Article 21 do not apply in the following situations following the completion of PECBA bargaining procedures.

- a. Bargaining because of a re-opener provision in the collective bargaining agreement, or
- b. Re-negotiation of an invalid provision of the collective bargaining agreement, or
- c. Bargaining over changes proposed in a mandatory subject of bargaining pursuant to all applicable laws.

Article 22 – Grievances

22.1 Purpose

The purpose of this Article is to provide a procedure for the orderly and expeditious resolution of grievances.

22.2 Definitions

22.2.1 “Grievance” means a complaint by an employee, group of employees, or the Association that there has been to the aggrieved a violation of the terms of this Agreement.

22.2.2 “Aggrieved” is the person or persons who has/have the grievance and is presenting the complaint, also referred to as the complainant.

22.2.3 “Aggriever” is the person the grievance is filed against.

22.2.4 The “Party in Interest” is either the person or persons making the complaint or the person or persons against whom the complaint is made.

22.2.5 “Representative” is the one who may speak for and/or advise a party in interest. The Association shall represent the employee(s) in the grievance procedure.

22.2.6 “Immediate Supervisor” is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance.

22.2.7 “Binding Arbitration” is a decision by a single arbiter which requires compliance by both parties in interest.

22.2.8 “Days”- when used in this Article, shall, except where otherwise indicated, mean official school workdays, except that when school is not in session it shall mean Monday through Friday, excluding holidays.

22.2.9 “Persons Officially Involved” means the Superintendent, their representatives, the aggrieved, their Association representatives and witnesses.

22.3 General Procedures

22.3.1 Parties in interest have a right to association representatives of their own choosing at each level of these grievance procedures.

22.3.2 The time limits referred to in these procedures are to be considered maximums. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be abandonment of the grievance. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

22.3.3 Each grievance that is filed will have the following:

- a. Clearly stated what the issue(s) are that lead to the grievance being filed,
- b. A description of the facts involved in the grievance,
- c. A possible resolution for the grievance,
- d. The District management employee the issue was discussed with prior to filing the grievance.

22.3.4 If any member of an Association's Grievance Committee is a party in interest to any grievance, they shall not serve as the Associations' grievance representative in the processing of such grievance.

22.3.5 In the course of investigating any grievance, representatives of either party in interest who need to contact any employee or student in the school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival. Contact with classified bargaining unit employees will be in accordance with Article 4.

22.3.6 Classroom and/or any other school-sponsored activities will not be interrupted for the purposes of investigating or processing grievances, except in accordance with Article 4.

22.3.7 Students will not be involved in the investigation or process, except where their role is one of "key witness" and their involvement is necessary for the presentation of the case.

22.3.8 All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties in accordance with Article 4.

22.3.9 Each grievance shall have to be initiated within fifteen (15) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then they must initiate action within the fifteen (15) days following their first knowledge of the cause; in failing to thus initiate action, they will be considered to have no reasonable grievance.

22.3.10 Financial Responsibility. Each party shall pay any and all costs incurred by said party. The cost of the arbitrator in binding arbitration shall be borne equally by both parties.

22.4 Levels of Grievance

22.4.1 Informal. The aggrieved will first discuss their grievance with their principal or supervisor, with the objective of resolving the matter informally.

- a. Such discussion must be requested within fifteen (15) days following the act or condition which is the basis of the employee's complaint, or, if the aggrieved had no knowledge of said occurrence at the time of its happening, then within fifteen (15) days of the first such knowledge.

22.4.2 Level One. If the aggrieved is not satisfied with the disposition of the employee's grievance, they may, within ten (10) days after the discussion provided for above, reduce the grievance to writing. This grievance must, within the same ten-day period, be filed with their principal or other immediate superior who has administrative authority to act. This complaint shall set forth the facts and

contract article upon which the complaint is based and the reasons why the aggrieved considers the decision rendered is unacceptable. The immediate supervisor shall communicate their decision in writing within ten (10) days to the aggrieved. Within ten (10) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if the employee is not satisfied with the decision of the immediate supervisor, may appeal in writing to the Director of Human Resources.

- a. If a grievance is filed, the circumstances of which similarly affect more than one (1) employee, the names of such employees so affected shall be listed and the grievance processed as a group grievance.

22.4.3 Level Two. Appeals to the Superintendent or designee shall be heard within ten days of their receipt of the appeal. Written notice of the time and place of the hearing shall be given ten (10) days prior thereto to the aggrieved, their association representative, or any other persons officially involved in the grievance.

- a. Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.
- b. Within ten (10) days of the hearing the appeal, the Superintendent or their designee shall communicate to the parties involved and their official representative's their written decision, which shall include supporting reasons thereof.
- c. If the aggrieved is not satisfied with the decision of the Superintendent or their designee, they may file a written appeal with the Superintendent or their designee within ten (10) days from the receipt of the Superintendent's or their designee's decision. The appeal shall state the aggrieved's reasons for appealing the decision of the Superintendent or their designee and request appeal to Level Three, Arbitration.

22.4.4 Level Three. Only the Association may carry the grievance procedure to Level Three. Only the specific grievance as filed at Level One may be submitted to Arbitration.

22.4.5 Arbitration. Within five (5) days of receipt of the appeal, the Superintendent, or their designee and the aggrieved shall select a mutually acceptable arbiter. If this is not done, the parties shall, on the sixth (6th) day, initiate a request to the Employee Relations Board for a list of five (5) names. The party to strike the first name shall be determined by coin flip and the losing party shall strike one (1) name. This process will be repeated. The one (1) remaining shall be the arbitrator. The hearing shall be conducted in a manner agreed to by the parties or, failing such agreement, as determined by the arbitrator.

- a. The arbitration hearing shall be conducted in accordance with the current rules of the ERB. The arbitrator shall not add to, subtract from, alter, or modify the terms of this agreement. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issue submitted.

- b. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to substitute their discretion for that of the Board in any manner not specifically contracted away by the Board. A decision or award of the arbitrator shall, within the scope of their authority, be final and binding on both parties.
- c. No issues whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other money claim against the District, no award shall be made by the arbitrator which shall allow any alleged accruals for more than ten (10) days prior to the date when such grievance shall have first been presented.
- d. Litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.
- e. In the event the arbitrator finds that they have no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Article 23 – Safety

- 23.1** The Association and the District believe the work environment for bargaining unit members should be free of unreasonable risk to bargaining unit members' health and safety.
- 23.1.1 The Association and the District recognize that safe work areas, safe equipment, safe work habits and practices, and safe operations are a mutual benefit to employee and employer alike and therefore are a mutual obligation.
- 23.1.2 Any employee who is required to work in situations that may carry potential for serious bodily injury shall receive information on their potential work environment and be provided necessary training for such duties and/or situations. If training is deemed insufficient with regard to safety or scope, additional training opportunities will be sought. Training and any associated costs shall be paid for by the District in accordance with state and federal law. If changes are made to safety plans, changes will be shared with all affected staff in a timely manner.
- 23.1.3 Unsafe or unhealthful practices and conditions should be called to the attention of those responsible, whether employer or employee, and once so identified should be investigated and resolved as soon as possible in accordance with district policy, established protocols, and state and federal safety laws.
- 23.1.4 If a bargaining unit member is assaulted, or threatened in connection with District employment, the bargaining unit member will immediately notify the principal and/or their supervisor and will complete the District's incident report form. Copies of this form will be available in each building and online. The employee will be offered an additional fifteen (15) minute break after such incidents. This additional break is separate from their regularly scheduled breaks.
- 23.1.5 Any bargaining unit member who believes that an assigned duty is unsafe or is injured shall report this information to the building principal and/or supervisor. The bargaining unit member may be assigned or request to be assigned other duties pending investigation at the discretion of the Superintendent or Human Resources Director. There will be no loss of pay or any other retaliation for asserting the right to report.
- 23.1.6 If any student is causing injury to staff members on a patterned or routine basis, the school administration or employee subject to injury, may request to convene a response team in order to review and if needed update the student's safety plan. Once the request for review is made in writing, the response team has ten (10) workdays following the date of request, to conduct their review and inform the employee of the outcome in writing.
- 23.1.7 The Association chapter president or one (1) standing designee will be a member of the district's safety committee.

23.2 Uncommon Health and Safety Situations

23.2.1 There may be uncommon circumstances where an employee routinely exceeds expected duties outlined by their job description due to ongoing student behavior incidents or related working environment that have not been remedied by other preventative measures.

23.2.2 When a recurring safety incident occurs (i.e., use of bodily fluids as a weapon towards staff or in a disruptive manner, or staff members responsible for cleaning the area; staff member is a repeated recipient of physical aggression):

- The employee will follow the process that encompasses reporting the incident, notifies the HR director, risk management, and formally requests the personal leave for eligible instances under this section.
- Such employees will receive one hour of personal leave (per eligible incident), which will be added to the employee's leave account.
- This personal leave can be used in accordance with the bargaining agreement.
- Determination of eligibility to be determined by District administration by review of documented incident(s).
- Repeat incidences will be reviewed to determine if additional training or other measures are needed to support both the employee and student.

Article 24 – Entire Agreement

24.1 Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties.

24.2 Separability of Contract Provisions

In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment, then upon request by either party to this Agreement, the invalid words or sections of this Agreement shall be reopened for negotiation. Such decision shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provision of this Agreement not declared unlawful, and the agreement as a whole shall remain in full force and effect for the term thereof. Bargaining shall be in accordance with ORS 243.698.

24.3 Duration

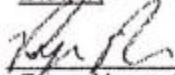
This Agreement takes effect on July 1, 2022, and remains in effect through June 30, 2024. The parties agree to re-open the contract, in year two (2), for the limited purpose of insurance benefits. The Agreement will continue thereafter from year to year unless one (1) or both parties file written notice with the other of its desire to amend, modify, or terminate this contract prior to the expiration date, or any subsequent year expiration date.

24.4 Execution/Signatures

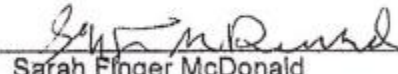
Executed in Corvallis, Oregon, by the undersigned officers by the authority of and on behalf of the Corvallis Board of Education and the Oregon School Employees Association, Chapter 2.

This Agreement was ratified by the Association on October 18, 2023, and by the Board on October 20, 2023.

District

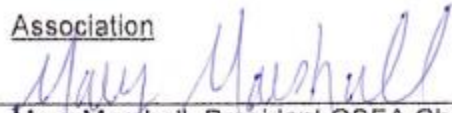


Ryan Noss, Superintendent



Sarah Finger McDonald
School Board Chair

Association



Mary Marshall, President OSEA Chapter #2



Hobe Williams
OSEA Field Representative

3-02-23

Appendix A – Classification Families

Appendix A

Classification Family	Salary Range	Classification Family	Salary Range
Food Service		Stand Alone Positions	
Food Service Assistant*	5	Public Access Partnership Support	12
Food Service Specialist*	6	Special Ed Autism Asst; Special Ed Behavior Asst	13
Lead Baker*	7	Mental Health & Wellness Skills Trainer	15
Kitchen Manager	9	Bilingual/Student and Family Advocate 1	15
Catering Manager	9	Communications Specialist	17
Central Kitchen Manager	12	Bilingual/Student and Family Advocate 2	17
Food Service Foreman	17	Speech Language Pathologist Assistant	19
		Brailist; Translator; ASL Interpreter	19
		Electrician Specialist	23
Clerical		Student Behavior	
Secretary	6	Student Behavior Assistant	9
Administrative Assistant 1	7	Student Behavior Support 1	10
Health Service Assistant	9	Student Behavior Support 2	12
Administrative Assistant 1 – Elementary Office/Middle School/HS (attendance)	9	Campus Behavior Support	13
Administrative Assistant 2	10	Student Campus Behavior Support 3 - grandfathered	16
Registrar 1	12		
Career Center Specialist	12		
Administrative Assistant 2/Office Manager	13		
Administrative Assistant 3	13	Maintenance	
Registrar 2	13	Maintenance 1	8
Administrative Assistant 3/Office Manager	14	Lead Maintenance	9
		Warehouse Delivery	10
		Project Crew	10
		Project Crew Lead	11
		Campus Steward 1 (Elementary)	12
		Campus Steward 2 (Middle School)	13
		Campus Steward 3 (High School)	14
		Maintenance 3	17
		Maintenance 4	18
		Maintenance Foreman	19
Business		Assessment	
Fiscal Clerk 1	8	Assessment Technician	11
Fiscal Clerk 2	11	District Assessment and Data Specialist	14
Fiscal Clerk 2/Office Manager	13		
Accounting & Business Systems Specialist I (formerly Accounting Specialist - Accounts Payable)	14		
Payroll/Benefit Specialist	18		
Accounting & Business Systems Specialist II (formally Staff Accountant)	19		
Instructional Assistants			
Child Care Provider	5		
Educational Assistant 2	9		
Educational Assistant 3	11		
Educational Assistant Life Skills	12		
School-to-Career Transition Specialist	12		

Appendix A

Classification Family	Salary Range	Classification Family	Salary Range
Library		Technology	
Library Media Assistant 1	7	Technology/Computer Lab Assistant 1 <i>(bldg)</i>	10
Instructional Media Center Assistant 1 (CIMC)	7	Technology/Computer Lab Assistant 2 <i>(bldg)</i>	11
Library Media Technician	10	Information Services Training and Support	12
Instructional Media Center Assistant 2 (CIMC)	10	Information Services Technical Support 1	14
		Information Services Technical Support 2	18
		Info Services Techn Support 3; Data Integration & Systems Analyst	23

**Shift differential is \$0.50/hour*

Appendix B – Salary Schedule

Appendix B Classified Salary Schedule July 1, 2022 through June 30, 2023

<i>previous</i> salary schedule	Step 1	Step 1.5	Step 2	Step 2.5	Step 3	Step 3.5	Step 4	Step 4.5	Step 5	Step 5.5	Step 6a	Steps 6b-6c Step 7a	Steps 7b-7c Step 8a	Steps 8b-8c Step 9a	Steps 9b-9c Step 10a	Steps 10b-10c Steps 11-15	Longevity
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Longevity	
5 *	15.02	15.40	15.78	16.18	16.58	16.95	17.33	17.72	18.12	18.53	18.90	19.28	19.66	20.06	20.46	21.48	
6 *	15.70	16.09	16.49	16.90	17.33	17.72	18.11	18.52	18.94	19.36	19.75	20.15	20.55	20.96	21.38	22.45	
7*	16.40	16.81	17.23	17.66	18.11	18.51	18.93	19.36	19.79	20.24	20.64	21.05	21.47	21.90	22.34	23.46	
8	17.14	17.57	18.01	18.46	18.92	19.35	19.78	20.23	20.68	21.15	21.57	22.00	22.44	22.89	23.35	24.51	
9	17.91	18.36	18.82	19.29	19.77	20.22	20.67	21.14	21.61	22.10	22.54	22.99	23.45	23.92	24.40	25.62	
10	18.72	19.19	19.67	20.16	20.66	21.13	21.60	22.09	22.58	23.09	23.55	24.03	24.51	25.00	25.50	26.77	
11	19.56	20.05	20.55	21.06	21.59	22.08	22.57	23.08	23.60	24.13	24.61	25.11	25.61	26.12	26.64	27.98	
12	20.44	20.95	21.48	22.01	22.56	23.07	23.59	24.12	24.66	25.22	25.72	26.24	26.76	27.30	27.84	29.23	
13	21.36	21.89	22.44	23.00	23.58	24.11	24.65	25.21	25.77	26.35	26.88	27.42	27.97	28.52	29.10	30.55	
14	22.32	22.88	23.45	24.04	24.64	25.19	25.76	26.34	26.93	27.54	28.09	28.65	29.22	29.81	30.40	31.92	
15	23.33	23.91	24.51	25.12	25.75	26.33	26.92	27.52	28.14	28.78	29.35	29.94	30.54	31.15	31.77	33.36	
16	24.38	24.98	25.61	26.25	26.91	27.51	28.13	28.76	29.41	30.07	30.67	31.29	31.91	32.55	33.20	34.86	
17	25.47	26.11	26.76	27.43	28.12	28.75	29.40	30.06	30.73	31.43	32.05	32.70	33.35	34.02	34.70	36.43	
18	26.62	27.28	27.97	28.67	29.38	30.04	30.72	31.41	32.12	32.84	33.50	34.17	34.85	35.55	36.26	38.07	
19	27.82	28.51	29.22	29.96	30.70	31.40	32.10	32.82	33.56	34.32	35.00	35.70	36.42	37.15	37.89	39.78	
20	29.07	29.80	30.54	31.30	32.09	32.81	33.55	34.30	35.07	35.86	36.58	37.31	38.06	38.82	39.59	41.57	
21	30.38	31.14	31.91	32.71	33.53	34.28	35.06	35.84	36.65	37.48	38.23	38.99	39.77	40.56	41.38	43.44	
22	31.74	32.54	33.35	34.18	35.04	35.83	36.63	37.46	38.30	39.16	39.95	40.74	41.56	42.39	43.24	45.40	
23	33.17	34.00	34.85	35.72	36.62	37.44	38.28	39.14	40.02	40.92	41.74	42.58	43.43	44.30	45.18	47.44	
	2.50% between steps					2.25% between steps					2.00% between steps					5.00%	

6.00% cost of living adjustment (COLA) applied to base rate (Range 5, Step 1)

4.50% between ranges

* Baking positions receive \$0.50 shift differential

Appendix B Classified Salary Schedule July 1, 2023 through June 30, 2024

<i>previous</i> salary schedule	<i>Step 1</i>	<i>Step 1.5</i>	<i>Step 2</i>	<i>Step 2.5</i>	<i>Step 3</i>	<i>Step 3.5</i>	<i>Step 4</i>	<i>Step 4.5</i>	<i>Step 5</i>	<i>Step 5.5</i>	<i>Step 6a</i>	<i>Steps 6b-6c</i> <i>Step 7a</i>	<i>Steps 7b-7c</i> <i>Step 8a</i>	<i>Steps 8b-8c</i> <i>Step 9a</i>	<i>Steps 9b-9c</i> <i>Step 10a</i>	<i>Steps 10b-10c</i> <i>Steps 11-15</i>
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Longevity
5 *	15.40	15.79	16.18	16.58	16.99	17.37	17.76	18.16	18.57	18.99	19.37	19.76	20.16	20.56	20.97	22.02
6 *	16.09	16.49	16.90	17.32	17.75	18.15	18.56	18.98	19.41	19.85	20.25	20.66	21.07	21.49	21.92	23.02
7*	16.81	17.23	17.66	18.10	18.55	18.97	19.40	19.84	20.29	20.75	21.17	21.59	22.02	22.46	22.91	24.06
8	17.57	18.01	18.46	18.92	19.39	19.83	20.28	20.74	21.21	21.69	22.12	22.56	23.01	23.47	23.94	25.14
9	18.36	18.82	19.29	19.77	20.26	20.72	21.19	21.67	22.16	22.66	23.11	23.57	24.04	24.52	25.01	26.26
10	19.19	19.67	20.16	20.66	21.18	21.66	22.15	22.65	23.16	23.68	24.15	24.63	25.12	25.62	26.13	27.44
11	20.05	20.55	21.06	21.59	22.13	22.63	23.14	23.66	24.19	24.73	25.22	25.72	26.23	26.75	27.29	28.65
12	20.95	21.47	22.01	22.56	23.12	23.64	24.17	24.71	25.27	25.84	26.36	26.89	27.43	27.98	28.54	29.97
13	21.89	22.44	23.00	23.58	24.17	24.71	25.27	25.84	26.42	27.01	27.55	28.10	28.66	29.23	29.81	31.30
14	22.88	23.45	24.04	24.64	25.26	25.83	26.41	27.00	27.61	28.23	28.79	29.37	29.96	30.56	31.17	32.73
15	23.91	24.51	25.12	25.75	26.39	26.98	27.59	28.21	28.84	29.49	30.08	30.68	31.29	31.92	32.56	34.19
16	24.99	25.61	26.25	26.91	27.58	28.20	28.83	29.48	30.14	30.82	31.44	32.07	32.71	33.36	34.03	35.73
17	26.11	26.76	27.43	28.12	28.82	29.47	30.13	30.81	31.50	32.21	32.85	33.51	34.18	34.86	35.56	37.34
18	27.28	27.96	28.66	29.38	30.11	30.79	31.48	32.19	32.91	33.65	34.32	35.01	35.71	36.42	37.15	39.01
19	28.51	29.22	29.95	30.70	31.47	32.18	32.90	33.64	34.40	35.17	35.87	36.59	37.32	38.07	38.83	40.77
20	29.79	30.53	31.29	32.07	32.87	33.61	34.37	35.14	35.93	36.74	37.47	38.22	38.98	39.76	40.56	42.59
21	31.13	31.91	32.71	33.53	34.37	35.14	35.93	36.74	37.57	38.42	39.19	39.97	40.77	41.59	42.42	44.54
22	32.53	33.34	34.17	35.02	35.90	36.71	37.54	38.38	39.24	40.12	40.92	41.74	42.57	43.42	44.29	46.50
23	33.99	34.84	35.71	36.60	37.52	38.36	39.22	40.10	41.00	41.92	42.76	43.62	44.49	45.38	46.29	48.60
	2.50% between steps					2.25% between steps					2.00% between steps					5.00%

2.50% cost of living adjustment (COLA) applied to base rate (Range 5, Step 1)

4.50% between ranges

*** Baking positions receive \$0.50 shift differential**

Appendix C – Family Member Type

For the purpose of bereavement and sick leave the following chart outlines the family member and type of leave that can be used.

<u>Family Member* Type</u>	Bereavement	Sick Leave
Spouse/Domestic Partner	X	X
Child (includes foster child, child of domestic partner)	X	X
Anyone you are in loco parentis for (in the place of a parent)	X	X
Unborn Child	X	
Parent (Mother/Father, includes parent of domestic partner)	X	X
In-law (Mother/Father)	X	X
Brother/Sister	X	X
Brother/Sister-in-Law	X	
Grandparents	X	X
Grandchildren	X	X
Aunt	X	
Uncle	X	
Niece/Nephew	X	
Cousin(s)	X	
Current student of teacher	X	

*Definition of family member may be updated following any changes to OFLA and FMLA.

The Superintendent or designee may grant use of leave to other individuals not listed above. The request can be made directly to the Human Resources (HR) Department or through the building office to the HR Department.