

## **ARTICLE 8: PLACEMENT / ADVANCEMENT ON SALARY SCHEDULE / COMPENSATION**

### **A. Work Calendar**

The District retains the right and authority to change the days on which school shall be held and make other adjustments to the calendar as may be required. In the event adjustments are made to said calendar, the salary of classified personnel set forth in the salary schedule included in this Agreement shall be adjusted for the added or deleted days on the basis of the classified employees' daily rate under said salary schedule.

**The District shall provide the Association with the adopted calendar for the school year within fourteen (14) days of finalizing the calendar, including the work calendars for all classifications.**

The District shall notify the Association of any intended calendar changes that will exceed **five** (5) days of increase or reduction before implementation. Increases or reductions to the calendar that exceeds **five** (5) days shall not be implemented without first providing the association an opportunity for input.

### **B. Exempt Employees Work Expectations and Compensation**

Exempt employees assigned a work calendar **of** fewer than **two hundred and sixty** (260) days per year will be paid ~~per diem~~ **a stipend equal to their hourly rate of pay for all agreed upon by employee, additional hours worked** for any additional days worked (not traded) beyond the start or the end of their work calendar and at the ~~direction~~ **request** of their supervisor.

**All exempt employees, regardless of calendar assignment, are eligible for Holiday/~~Inclement Weather or Natural Disaster~~ Unscheduled Closure pay as outlined in the Call Back Chart and Section H(3), upon submission of an exception timesheet.**

**Exempt employees shall personally track all absences during their scheduled workweek and use available paid leave for any absence exceeding two hours, including the initial two hours. With prior supervisor approval, schedules may be adjusted in exceptional cases (e.g., working a weekend and taking subsequent days off).**

**Employees on a 260-day calendar are exempt from rest and meal period requirements and are expected to work a minimum of forty (40) hours per week (eight (8) hours/day, five (5) days/week). They are not eligible for additional compensation or flex time for work beyond scheduled hours, except for work during closures, emergencies, or holidays as defined in Section F.**

**Winter and Spring Breaks are included in the 260-day calendar. Employees may be required to work (in person or remotely) during these breaks based on departmental needs. Departments will notify employees of break expectations at the start of each fiscal**

**year. Employees are not required to use vacation time for days they are not scheduled to work during break closures.**

### **C. Step Placement**

The District will establish the beginning step placement for newly hired employees on the current salary schedule. The following criteria will be taken into consideration: years of relevant experience, education and training.

~~The District and the Association agree that the placement of newly created positions and existing positions on the salary schedule shall be determined primarily by means of a position review process. The employee or supervisor may initiate the review process by filing an application with the Human Resource Department. The Position Review Committee will meet as needed throughout the year. The OSEA Field Representative and Chapter President will be notified of all newly created positions as well as plans to significantly modify existing positions where a change in salary placement is expected. The above OSEA representatives will review the results of all outcomes before implementation. At OSEA's request, the District and OSEA will meet to discuss any perceived discrepancies and to reach mutual agreement on appropriate placement.~~

### **D. Advancement on the Salary Schedule**

Each eligible classified employee who has been in a paid status a minimum of 75 **seventy-five** percent (**75%**) of the scheduled work year during the immediately preceding school year, shall be advanced one step on the appropriate salary schedule. Days of absence caused by job-related illness or injury qualifying for Workers' Compensation shall be counted as days worked for the purpose of determining the employee's eligibility for advancement on the salary schedule. Exceptions to the minimum number of days required for advancement on the salary schedule may be made at the discretion of the **designated Human Resources administrator.** Administrator of Classified Personnel.

### **D. E. Reclassification, Newly Created Positions, and Position Review**

#### **1. Position Review Committee**

- a. **The District and the Association agree that the placement of newly created positions and existing positions on the salary schedule shall be determined primarily by means of a position review process.**
- b. **The Position Review Committee will consist of four (4) members each from the Association and the District and will meet as needed.**
- c. **Open Session for Staff Interested in Completing a Positions Review/Reclassification Packet - HR and OSEA**

#### **2. Newly Created Positions**

- a. **The employee or supervisor may initiate the review process by filing an application with the Human Resources Department. The Position Review Committee will meet as needed. The OSEA Field Representative and Chapter President will be notified of all newly created positions as well as plans to significantly modify existing positions where a change in salary placement is expected. The above OSEA representatives will review the**

results of all outcomes before implementation. At OSEA's request, the District and OSEA will meet to discuss any perceived discrepancies and to reach a mutual agreement on appropriate placement. The District will have fourteen (14) business days to notify the association in writing of any proposed changes.

### 3. Reclassification

- a. During the term of this agreement, either the District or the Association may initiate the Position Review process to discuss the need to reclassify positions in the bargaining unit. The Position Review Committee will review the applicable information and will make recommendations to the superintendent or designee regarding reclassification within ninety (90) working days. The superintendent will make the final decision based on the committee's recommendations.
- b. In the event an employee believes they are permanently or regularly performing the duties and responsibilities of an existing position in the bargaining unit that is higher in rank and/or pay, the employee may submit a written request for reclassification to the Chief Human Resources Officer or designee. The request shall state the employee's current classification, the classification in which the employee believes they should be more properly placed, and a description of the kinds of higher-level duties performed and the percentage of time spent doing them. Such requests shall be forwarded to the Position Review Committee within fourteen (14) business days of the date the request was made.
- c. Upon receipt of a request for reclassification, the Position Review Committee shall conduct an audit of the employee's duties and undertake any other reasonable investigation pursuant to the employee's request in order to determine the classification in which the employee should be most properly placed. If the Reclassification Committee determines the employee is more properly classified in a higher classification because of actual duties performed, the District may:
  - i. Pay the employee as indicated in Section L of this Article (Working out of Classification) from the date the request was made until the date the duties are removed; or,
  - ii. Reclassify the employee to the higher classification and pay the employee from the date the initial reclassification request was made, as indicated below.
- d. In the event the employee's request for reclassification is approved, the rate of pay on the new classification's salary schedule shall be determined based on the employee's qualifications and years of service and at a minimum of a five percent (5%) increase. The effective date of reclassification and any increase shall begin the following July 1st.

### E. F. Change in Position

When a classified employee changes applies for and is hired to a new position with a higher top salary, or has a position added outside of their current position and salary schedule, (e.g. Support Services, Custodial, Food Services), ~~and the change is considered by the District to be a promotion,~~ salary placement will be based on the current job description of

the new position and determined by the number of years of experience and relevant education/training, **including time working as a substitute in that position, they will paid at least five (5%) higher than the employee's current salary.**

When an employee is placed in the same job title, for non-disciplinary reasons, whether through transfer, application or hours added, the employees shall maintain their current salary placement, **they may request that the number of years of relevant experience and education/training be evaluated as it relates to the position for an increase.**

When an employee has a position added and it is a lesser position as determined by the District, the employee shall be placed at the lower classification for the added position, and salary placement will be based on the current job description and determined by the number of years of relevant experience and education/training as it relates to the added position.

Except in the case of layoff and bumping, the District will not make unilateral, non-disciplinary demotions that result in lower pay.

If a transfer to a lower position is disciplinary as determined by the District, the employee shall be placed at the lower classification for the added position, and salary placement will be based on the current job description and determined by the number of years of relevant experience and education/training as it relates to the added position.

#### **F-G. Workplace Closure Due to an Emergency Inclement Weather or Natural Disaster**

~~If the District determines schools are to be closed to students but not to all staff, then classified employees report, and/or complete their designated shift. If employees are unable to report, or must leave early, then available Personal Time Off leave may be used. Staff called in during delay will be paid a stipend of \$40 per occurrence.~~

**The District will designate Essential Crew Lists for departments that may be called in during Workplace Closures. The Superintendent or their Designee shall identify the Essential Crew by September 30th of each school year. Newly hired employees may be added to the Essential Crew list within fourteen (14) business days of their hire. Employees identified as Essential may be required to report to work on days defined under Workplace Closure Due to Emergency. This list of staff positions shall be provided to the Union no later than October 15th of each year. Those in positions considered part of the Essential Crew will be notified the following business day.**

#### **Workplace Closure**

- 1. If the District determines that schools and offices are to be closed due to emergency conditions, announcements not to report for duty will be sent via email, phone calls, texts, and/or posted on social media accounts to inform employees. This will constitute notification by the Superintendent or designee.**

**Those identified as Essential Crew employees will report for duty unless there is an announcement to the contrary.**

2. **When the school start time is delayed for reasons such as inclement weather, classified employees are required to report to work as close to their regular starting time as they can safely do so. Employees' pay will not be reduced, and charges will not be made to leave balances if the employee reports to work no later than two (2) hours after their regularly scheduled reporting time.**
  
3. **Timesheet-based part-time employees will be paid only for actual time worked.**

If the District determines schools and offices are to be closed to both students and staff, classified employees who are scheduled to work will be paid their ~~normal~~ regular daily rate for the duration of the closure. If the District ~~chooses to adjust~~ **adjusts** the school calendar to make up for the missed days, employees may be expected to work the additional days without further compensation. **The District will identify replacement days when adopting the calendar, prior to the start of the school year. When the District restores days other than those identified in the calendar, the District will consult with the chapter executive board to identify make-up dates.**

If an employee was unpaid during a closure but is expected to work any make up days, the employee will be paid at their ~~his/her~~ regular rate of pay for any additional days/hours worked. A regular day is defined as the number of contract hours on the employee's salary notice. A District-designated **Essential** Crew will report or remain on duty as needed by the District. The designated **Essential** Crew will be compensated at double time for work performed during the closure period. See call back chart. (Article 8.H)

**Exempt classified employees on the Essential Crew lists, required to work during an Emergency Closure event shall be paid a stipend equal to their hourly rate of pay for all hours worked during the closure period.**

**If the District closes due to inclement weather or other emergencies, there will be no deduction of sick or personal time off leave with the exception of those who are on extended leave, which shall be defined as an approved leave of more than ten (10) consecutive work days.**

**New employees incurring hardship should contact Human Resources.**

## **G. H. Normal Work Hours**

Employees may not be required to work fewer hours during their normal work schedule in order to accommodate a non-work day operational need unless the change is permanent or part of a flex time arrangement. ~~or part of a flex time arrangement.~~

**Departments/Schools shall schedule employees for shifts of a minimum of two (2) hours.**

## **H.-I. Overtime Pay, Compensatory Time, and Flex Time**

## 1. General Provisions

- a. Overtime will be scheduled and approved by the District when it determines such work is needed and will be paid ~~in accordance with applicable laws~~ at the rate of time and one half.
- b. Employees must have prior approval from their manager before working overtime.
- c. When budgeted funds are not available, the employer may compensate employees with compensatory time rather than overtime pay. Prior to the performance of the work, the employer will stipulate whether the work will be compensated by overtime pay or by compensatory time.
- d. The work week for purposes of calculating overtime pay and compensatory time commences at 12:01 a.m. Monday and ends at **twelve** (12) midnight on Sunday. Overtime will be paid or compensatory time will be accrued for any work performed in excess of a forty (40) hour work week at a rate of time and one half. When a holiday or vacation day falls within a work week, overtime/compensatory time will be paid/accrued on a basis of time paid rather than time worked.

## 2. **Flex Time: Provisions**

Employees may request, in writing, to flex the employee's schedule on a short-term basis, not to exceed one business week, for any reason. Schedules will only be flexed upon mutual agreement between the employee and the supervisor and will not reduce the total assigned hours of the employee. The employee may be required to work overtime in lieu of flex time. **Flex Time is defined as shifting hours worked within a 40-hour work week. For example, working six (6) hours on Monday and ten (10) hours on Tuesday, not to exceed forty (40) hours. This is with the exception of trade days agreed upon with admin at individual sites, i.e., working two days in pre-service week to trade for two conference days.**

## 3. **Compensatory Time**

- a. The use of accrued compensatory time shall be mutually agreed upon by the employee and supervisor. Employees shall be permitted to use accrued compensatory time with prior approval from the supervisor, provided the requested dates are not disruptive to the operation of the District.
- b. Compensatory time balances may not exceed eighty (80) hours of actual time worked at any time during the year **without administrator approval**. Any compensatory time balances in excess of eighty (80) hours will either ~~need to be paid for by the District~~ **at the overtime rate**, or a plan will be developed by the supervisor and employee to use the excess hours over the next thirty (30) days. ~~All overtime work in excess of eighty (80) hours will be paid at the overtime rate.~~
- c. **Compensatory (Comp)** time may be used in increments of a quarter-hour up to a full work day. ~~Departments/Schools shall schedule employees for a minimum of two (2) hours.~~

**Compensatory Time is defined as any accrued hours in excess of forty (40) hours in a week will be accrued at time and a half. Work that falls between employees' contracted hours and forty (40) hours a week is accrued at the actual rate.**

4. Call Back Compensation: Provisions:

- a. Employees called in to work on a scheduled holiday must report for work but shall be paid for such work at their regular rate of pay in addition to their holiday pay.
- b. An employee who has completed his/her **their** regular working day and is ~~scheduled to work or~~ called back to work in person more than thirty (30) minutes after the completion of his/her **their** shift shall be compensated a minimum of two (2) hours at the rate listed on the chart below.
- c. An employee who is called back to work and can perform such work remotely shall be paid for the actual time worked for a minimum of thirty (30) minutes.
- d. All Nutrition Services personnel shall be paid time and a half for all hours worked when scheduled by the District to return to the school building after regular working hours to work during **special events or** extracurricular activities.

~~3. Flex Time Provisions: Employees or supervisors may request, in writing, to flex the employee's schedule on a short term basis, not to exceed one business week, for any reason. Schedules will only be flexed upon mutual agreement between the employee and the supervisor and will not reduce the total assigned hours of the employee. In lieu of flex time, the employee may be required to work overtime.~~

Call Back Chart

<u>Call Back</u>	<u>Compensation</u>
Contract Day	The employee will be paid time-and-a-half for a minimum of two (2) hours or time-and-a-half for actual hours worked, whichever is greater.
Non-Contract Day	The employee will be paid straight time for a minimum of two (2) hours or actual time worked, whichever is greater.  Any hours paid in excess of forty (40) will be compensated at time-and-a-half.
Paid Holiday or <del>Unscheduled Closure</del>	In addition to being paid straight time for the holiday <del>or unscheduled closure,</del> the employee will be paid straight time <b><u>an additional amount equal to their hourly rate of pay for all additional hours worked straight time</u></b> for a minimum of two (2) hours or actual time worked, whichever is greater. <b><u>Exempt employees will be paid a stipend equal to their hourly rate of pay for all additional hours worked.</u></b>  <del>Any hours paid in excess of forty (40) will be compensated at time and a half.</del>

Remote Work	<p>The employee will be paid for actual time worked at a rate of time and one half for a minimum of thirty (30) minutes.</p> <p>Any hours paid in excess of forty (40) will be compensated at time-and-a-half.</p>
<p><b><u>Unscheduled Closures, including Inclement Weather or Natural Disasters</u></b></p>	<p>In addition to being paid straight time for the unscheduled closure, the employee will be paid <b><u>an additional amount equal to their hourly rate of pay for all additional hours worked</u></b> straight time for a minimum of two (2) hours or actual time worked, whichever is greater.</p> <p><b><u>Exempt employees will be paid a stipend equal to their hourly rate of pay for all additional hours worked on top of their regular rate.</u></b></p> <p><b><u>Employees designated as “Essential Crew” will be compensated as stated in Article 8. Section G.</u></b></p>

#### I-J. Attendance at Required Workshops

Where the District requires classified employees to attend workshops, seminars, conferences, courses, or other training sessions, employees will be compensated as follows:

1. The District will not deduct pay for the time spent in required ~~classes~~ **courses**, workshops, seminars or conferences during the hours normally worked by the classified employee.
2. The District will compensate at the employee’s regular straight time hourly rate for all hours spent by the employee in actual attendance at the specific function required. Maximum pay for a full day spent at a conference is normally limited to eight (8) hours unless the required activity takes place after completion by the employee of a full day’s work on his/her **their** regular job. Where such hours exceed forty (40) in one week, the District will pay such hours spent in the required activity at the rate of time and one-half the employee’s regular straight time hourly rate or instead grant compensatory time off during the remainder of the employee’s pay period.
3. When a particular license, certification, permit or credential is required of an employee as a prerequisite to employment in a particular position, the employee will not be compensated for time spent in attending workshops, seminars, conferences, courses, or other training sessions which are required to meet or renew such qualifications **up to three (3) working days per year**, ~~when the employee has voluntarily accepted such position.~~ The employee may apply for tuition reimbursement for the costs of such training under provisions of Article 20.

#### J-K. Mileage Allowance for Personal Vehicles

The District shall reimburse any classified employee for all authorized miles driven on behalf of the District required either as part of his/her **their** regularly assigned duties or any special assignment, provided the employee makes suitable accounting for such authorized mileage on the District’s form and subject to the prior approval of the employee’s supervisor.

The employee assumes all liability including:

- Loss or theft of personal property;
- Damage to themselves and/or his/her their passenger; and
- Damage to the vehicle.

Authorized mileage shall be reimbursed at the rate established by the Board. Reimbursement shall not be made for miles driving to and from the employee's residence.

In-District: When requested, mileage will be reimbursed from one worksite to another worksite.

Out-of-District: When requested, mileage will be reimbursed from home or regular worksite (whichever is less). **For the purposes of this provision, student pick-up/drop-off sites that are outside BSD boundaries shall be considered Out-of-District sites for bus aides.**

Mileage expenses should be submitted after at least **ten dollars (\$10.00)** of expenses have accumulated or in the month of June to close out the fiscal year.

#### **K. L. Reimbursement for Personal Property Damage**

The District shall reimburse employees for the reasonable cost, **up to three hundred and fifty dollars (\$350)** as determined by the District, of personal property **that is** damaged as a direct result of **actions taken against their person or acts of property destruction in the course of the employee acting in the discharge of their duties within the scope of their employment.** ~~a serious altercation with a student.~~ **This language shall not be construed as pertaining to accidental damage.**

#### **L. M. Working Out of Classification**

When an employee from a lower classification is assigned to perform the duties of an absent employee, other than covering for lunches or breaks, the employee working out of classification will be paid their current wage plus four dollars an hour for all work performed beyond four **(4)** hours in that position. To be eligible for payment, the employee must submit documentation on an exception timesheet before the cut off date for the current or next payroll period.

#### **M. N. Summer Break Work**

Qualified regular less-than-12-month employees may request temporary employment with the District during the summer break. If hired, employees ~~who work in the same capacity as their regular position~~ shall receive their regular rate of pay for summer work or **their equivalent step of the salary schedule for the position in which they are working, whichever is greater.** ~~If an employee is hired to work in a capacity other than his/her normal position, the employee shall be paid substitute pay for the job he/she is working.~~ The District will provide summer pay rates in writing for each summer school position prior to filling those positions.

#### **N. O. Remote Work**

Certain classifications/positions as identified by the district have the ability to work from home and when this opportunity arises employees in those classifications may request work from

home via district policy on Telework. This policy may be jointly reviewed by the District and the Association once per year upon request of either party in order to assure that the policy is functioning as intended.

#### **P. Other Duties as Assigned**

**The phrase “other duties as assigned” shall be understood to mean duties temporarily assigned to an employee that are reasonably related to the established duties of the position, and whenever possible should be duties of the same classification that the individual is currently filling.**

#### **Q. Providing Medical Care**

**Periodically, Paraeducators, Office Assistants and/or other classified staff are asked to provide certain related services to students that are beyond those services typically expected of any classified employee. These tasks may include diapering, regular toileting duties requiring contact with bodily fluids, regular injections, tube feeding, catheterization, drawing of blood, working in a COVID isolation area with students, and any tasks that an unlicensed individual other than family members may not perform without authorization, training and supervision by a registered nurse.**

**If a registered nurse determines that the health care needs of a particular individual would best be served by such delegation, then an unlicensed person(s) (classified employee) can be trained by the nurse to perform the treatment, but only for the specific patient on whom the training was conducted, and only according to a specific protocol or checklist for the patient being treated.**

**When a classified employee is required to perform the tasks listed above, or other services that require protocol and training by a registered nurse, they will receive three dollars (\$3) per hour extra for the time that they are involved in the process, with a minimum of two (2) hours per day. The employee will keep track of the time and will submit it on an exception time sheet for each pay period.**

#### **R. Extra Duty Stipends**

**Classified staff working in a stipended role as outlined in the certified contract shall be paid stipends equivalent to certified staff working in the same capacity.**