

Classified Collective Bargaining Agreement 2023-2026

**Greater Albany Public School
District 8J**

and

**Greater Albany Association
of Classified Employees**

**Greater Albany Public Schools
Administration Office
718 7th Ave SW
Albany, OR 97321
541-967-4501**

**Greater Albany Association of
Classified Employees
2885 Cedarwood Ct. SE
Albany, OR 97322
541-967-7113**

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CONTRACT AGREEMENT

Between

GREATER ALBANY PUBLIC SCHOOL DISTRICT NO. 8J

And

GREATER ALBANY ASSOCIATION OF CLASSIFIED EMPLOYEES

This contract is made and entered into this 18th day of December 2023, by the Greater Albany Association of Classified Employees, hereinafter referred to as the "Association" and the Board of Education of School District No. 8J, hereinafter referred to as the "Board."

The duration of this contract shall be from the date of its execution, as above. The Agreement shall be binding on both parties, and shall remain in full force and effect through June 30, 2026. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

Either party wishing to initiate the negotiation of a successor Agreement shall notify the other party, in writing.

In witness whereof, the parties hereby affix their signatures as of the date first above written.

 2/26/25

GA-ACE Negotiations Representative and Association President

 2/26/25

Superintendent

 2/27/25

Board Chair

ARTICLE 1: RECOGNITION

1.1 The Board recognizes the Association as the sole and exclusive representative for all regular classified employees of the Greater Albany Public School District 8J excluding as follows:

- a. Supervisory, confidential, and District student employees.
- b. Substitutes: Day-to-day substitutes and employees hired to fill an individual employee's bargaining unit position or a vacancy for a period not expected to and/or in fact not in excess of sixty (60) consecutive work days*. If the position or vacancy unexpectedly exceeds, or is later anticipated to exceed, sixty (60) consecutive work days*, the position will be posted as a temporary position. Extensions will be granted of up to fifteen (15) additional work days upon receipt of written notification with reasons to the Association, prior to the commencement of the fifteen (15) days.
- c. Temporary: Supplemental employees hired for a specific task or function for a period not expected to and/or in fact not in excess of 60 consecutive work days*. Temporary employees hired to work less than a five (5) day week will become bargaining unit members in excess of ninety (90) calendar days instead of 60 consecutive work days. Extensions will be granted of up to fifteen (15) additional work days upon receipt of written notification with reasons to the Association prior to the commencement of the fifteen (15) days.
- d. For the purposes of granting paid or unpaid leaves for bargaining unit members, the District may replace the employee on such leave with a temporary employee for up to one year. The replacement employee shall have no further rights to employment with the District and shall not be covered by Article 19 (Layoffs) after the end of the temporary assignment. Upon mutual agreement of the District and the Association the twelve (12) months may be extended.

1.2 Temporary employees who are included in the bargaining unit and are hired for an individual employee's bargaining unit position for a period expected to, and/or in fact exceeds, one hundred and twenty (120) consecutive workdays* shall be eligible for all insurance benefits and shall be allowed seniority for the time worked within the bargaining unit upon working day sixty one (61) in that position. The temporary employee shall be in the bargaining unit after sixty (60) days, but shall not have rights of layoff or recall.

* It is the intent that short-term breaks due to such things as lack of materials, weather, etc., will not constitute a break in the consecutive days so as to allow a new period to begin, but that any such lost days shall not be counted as a part of the sixty (60) work days.

1.3 If the District posts a temporary position and fills that position with a regular employee, the following shall apply:

- a. The regular employee's job shall be filled with a temporary employee and need not be posted.
- b. The regular employee shall be returned to their job when the temporary position is ended.
- c. The temporary employee shall be in the bargaining unit after sixty (60) work days, but shall not have rights of layoff or recall.
- d. This temporary position may exist for up to one year (12 months).

All hours, both regular and temporary, shall apply towards insurance eligibility for regular employees. See Article 26, Section 26.2 for additional application of this language.

ARTICLE 2: DISTRICT RIGHTS

- 2.1 It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its program, facilities, properties and activities of its employees, except as limited by this Agreement and applicable state law.
- 2.2 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 to the citizens of 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, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, operation 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, evaluate, and release or retain employees; the right to layoff; 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 revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
 - i. To assign shifts, work days, hours of work and work locations.
 - j. To assign and designate all work duties.
 - k. To introduce new duties within the unit.
 - l. To determine the need for and the qualifications of new employees, transfers and promotions.
 - m. To discipline, suspend, demote or discharge an employee in accordance with the Discipline and Dismissal Article of this Agreement.
- 2.3 Drug Testing for Bus Drivers
- a. Persons employed as bus drivers in the District are subject to reasonable suspicion, random and post-accident testing in a manner that is consistent with 49 U.S.C. 2717, known as the Omnibus Employee Testing Act of 1991.
 - b. The District will adhere to the regulations and requirements of 49 U.S.C. 2717 (c) requiring the identification and notification of opportunity(s) for treatment and rehabilitation of operators of buses who have used alcohol or drugs in violation of federal or state law or regulation.

- c. Procedures for alcohol or drug testing under this clause/article shall be consistent with 49 U.S. C. 2717 (d) requiring, to the maximum extent possible, the protection of individual privacy. In addition, the District will use only laboratories that adhere to and incorporate the testing procedures adopted by the U.S. Department of Health and Human Services (DHHS).
- d. If reasonable suspicion, random or post-accident drug or alcohol testing by the District is not consistent with 49 U.S.C. 2717, or federal regulations governing the testing or the procedures for testing, then the results of the testing cannot be used as a basis for discipline or dismissal of an employee.
- e. The compliance with all federal and state requirements for alcohol and/or drug testing under the Omnibus Employee Testing Act of 1991 shall be at no cost to the employee. All employees shall also receive additional hourly wages for any time outside the regular work day needed to conduct any requirements.

ARTICLE 3: NON-DISCRIMINATION

- 3.1 The Board and the Association agree that any employee covered by this Agreement shall not be discriminated against because of age, race, color, religion, sex, national origin, marital status, disability, domicile or membership or non-membership in the Association. All references to employees in this Agreement designate all employees and when the male gender is used, it shall be construed to include all employees.

Any alleged violation of this Article may be processed through Level II of the grievance procedure.

ARTICLE 4: CONTRACTING OUT

Prior to subcontracting any bargaining unit work, which would have the effect of replacing established unit positions; the following procedure will be followed:

- 4.1 The Association will be advised in writing when the Board requests that specifications be developed for submission to service contractors. Upon such notice, the parties will immediately enter into negotiations as defined in ORS 243 on the decision to contract out and the impact of such decision on bargaining unit employees. Upon request, the Association will be provided all readily available, relevant information.
- 4.2 If no agreement is reached within forty five (45) calendar days from the date of notice (sixty (60) days if notice is given during the summer vacation period), mediation shall be initiated.
- 4.3 If mediation is provided and no agreement is reached within fifteen (15) days from the initiation of mediation, fact-finding may be initiated only if it is mutually agreed upon by both parties.
- 4.4 If no agreement is reached within fifteen (15) days from the initiation or mediation, impasse will be declared and a cooling off period of thirty (30) days shall begin where the bargaining shall continue. Article 27 Strikes/Lockouts shall be null and void at the end of the cooling off period.
- 4.5 This process shall not exceed ninety (90) calendar days without consent of both parties. These timelines may be extended by mutual agreement of the parties.

ARTICLE 5: ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 5.1 Non-discrimination: The Association shall represent all classified employees in the School District within the bargaining unit equally and without discrimination.
- 5.2 Representation: The Association shall negotiate for all classified employees in the bargaining unit on conditions of employment as provided by law.
- 5.3 Copies of Agreement: The District shall provide copies of this Agreement to all employees in the bargaining unit. The costs of the copies of the Agreement will be shared equally by the Board and the Association.
- 5.4 Use of Buildings: The Association or committees of the Association may be allowed the use of the facilities of School District No. 8 for meetings, providing such meetings do not interfere with school functions, with notice to building principal or designee. The District will be reimbursed for any costs incurred for such Association use.
- 5.5 Use of Copy Machines: The Association may be allowed use of office equipment in the buildings to provide duplicating and information to the employees of the bargaining unit. Such use of equipment will be scheduled through a building administrator and will not be done on duty time or when the machines are otherwise in use. Included in such equipment are computers, district email and the internet. The District will provide one printed copy of the contract to every school building. Included in such equipment are computers, district email and the internet.
- 5.6 Use of District E-mail: Association representatives may use District e-mail in conformance with District acceptable use policies.
- 5.7 Bulletin Board Space: The District agrees to allow the Association space on existing bulletin boards used for communicating with employees. All official Association notices, memoranda and publications shall be clearly labeled as Association official. The District reserves the right to remove any form of written material that it considers to be libelous to the District or District officials.
- 5.8 Association Leave for Local Association Meetings: Association business shall not be conducted during employees' duty time, except that the District agrees to allow employees working between the hours of 5:00 p.m. and 7:00 a.m. two (2) hours of excused absence to attend Association meetings providing that the two hours missed are made up as scheduled by the immediate supervisor and approved by the District.
- 5.9 Information: The District shall provide the Association with new employee information (e.g., including name, work location, address, phone number, emails) within ten (10) days of an employee hire. The District will provide the Association a comprehensive spreadsheet of all employees by October 1 and February 1 of each school year, including the information stipulated above.

The Association will notify the Superintendent's office annually as to whom the Board packet and minutes shall be sent. The District will attempt to place the Board packet in the OEA mailbox at the District Office no later than four (4) working days prior to the Board meeting (i.e. Monday for Thursday meetings).

- 5.10 Association Dues: The Board agrees to honor dues deduction authorization executed by the employee in favor of the Association.

For each bargaining unit member who has signed an authorization to have Association dues deducted, the Association shall provide the District a redacted copy of their signed authorization. The copy shall include a signature, printed name, dues authorization statement and date.

Such authorization shall continue in effect from year to year, unless revoked in writing as follows: Withdrawal of the payroll deduction for such dues may be accomplished by writing a letter to the UniServ Office and to the District Office prior to the 31st of September of any year.

Once the District receives a copy of the signed authorization form the Association, the District agrees to deduct an amount equal to the monthly dues for members of the Association beginning with the paycheck issued in October as described in the signed authorization.

- 5.11 Hold Harmless: The Association agrees to indemnify and hold the District harmless for any errors or omissions committed in the performance of Section 5.10, Association Dues.

The Association agrees to hold the District harmless against any or all claims, suits, orders, or judgements brought against the District as a result of the District's compliance with the provisions of this Article. The Association's obligation does not extend to actions brought against the District by the Association.

- 5.12 Association Leave: One hundred and fifty (150) hours per school year of Association Leave shall be allowed. Additional hours shall be granted upon mutual consent between the District and the Association. Forty eight (48) hours advance notice shall be given to the supervisor. The Association shall reimburse the District the substitute cost plus FICA and worker compensation District costs.

The District will grant the local Association President up to 1/2 time (one-half time) leave of absence for the entire school year that the President is in office, subject to the provisions stated below: The District will bill the local for salary based on substitute rate, fringe benefit costs, and fixed costs of the president.

- a. GAPS will pay for part-time .20 FTE for the union president at substitute rate of pay.
- b. Upon return from the leave, the President shall be granted all rights and accruals as if they had worked their full number of hours, including movement on the salary schedule. The President shall receive sick benefits as if they were not on leave.
- c. To insure the least disruptive environment for the worksite, the President shall establish with their supervisor a defined work schedule and release program as close to reasonably practicable to May 15 of the school year prior to the year of the intended leave. Notice of this schedule will be provided to the Human Resources Department.
- d. This leave shall not be used for purposes which require the contacting of employees during their work time.
- e. The District may fill the leave hours of the President with a substitute or temporary employee during the term of the leave. The replacement employee shall have no further rights to employment with the District and shall not be covered by Article 19 (layoffs) after the end of the temporary assignment.

- 5.13 Association Access: GAPS shall provide GAACE representatives reasonable access to employees within the bargaining unit. (ORS 243.804(1)(a)).

- 5.14 New Employee Orientations: The Association has the right to meet with the new employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes but not more than sixty (60) minutes, during new employee orientation, or, if public employer does not conduct new employee orientations, at individual or group meetings. (ORS 243.804(1)(b)).

ARTICLE 6: WORKING CONDITIONS

- 6.1 Workweek: The workweek for employees in the bargaining unit shall normally consist of five (5) consecutive days, with Saturday and Sunday as the usual days off. The regular work-week for any current employee may be scheduled on Saturdays and Sundays as deemed necessary by the District and agreed upon by the employee. If the employee doesn't agree the District will notify the Association, and will bargain upon demand.

4-Day Workweek: Employees or supervisors may propose a 4-day workweek of ten (10) hour days (4/10). Proposals will be made with reasonable advanced notice in order to arrange the schedules. Employees will make their requests to their immediate supervisors. 4/10 schedules must be mutually agreed upon by the employee and the immediate supervisor. When the majority of a work group is in favor of working a 4/10 schedule, but it is not unanimous, the Association will mediate and provide a consensus to the supervisor within five (5) work days. If other employees are impacted by this schedule, they will be given the opportunity to provide input prior to the decision being made. Any week that contains a paid holiday will not be worked on a 4/10 schedule.

Split-Shift: If necessary, the District may initiate a split-shift. A split-shift is defined as a shift with more than an hour of consecutive down time between two segments of work time. District initiated means that the job was posted as a split-shift or the District re-scheduled a current employee's shift. If an employee, who is currently not working a split-shift, is assigned to one the District will give the employee the first right to refuse the assignment and the District shall make every effort to reassign or cause a job trade to happen for that employee. An employee assigned to a split-shift shall receive differential pay for their entire shift (see Article 25.4 e). Employees exempt from this section are school bus drivers, bus attendants, and employees who apply for and are hired for two or more part-time positions.

- 6.2 Paid Holidays: As designated elsewhere in this Agreement, paid holidays shall be considered as days worked and be recognized and compensated for as a part of the five days of the defined workweek.
- 6.3 Overtime: Overtime is voluntary except in situations when specific skills are needed or when an emergency exists.
- 6.4 Overtime Compensation: Employees in the bargaining unit shall receive overtime compensation of one and one-half times that employee's regular rate of pay for time worked in excess of forty (40) hours in one week, except that compensation for overtime worked may be paid in the form of compensatory time off when determined advisable by the District. This compensatory time shall also be computed at one and one-half time. Compensatory time will be recorded and used according to the accepted District-level processes. Compensatory time off will be taken at times mutually agreed to by the employee and the supervisor. Except in cases of emergency, all overtime worked, for which the District is liable for compensation, will be with prior approval of the supervisor. Claims for payment for time worked without prior approval will not be deemed valid.

Except by mutual agreement between the employee and their supervisor, the District will not modify an employee's regular work schedule of an eight (8) hour day / five (5) day week in order to avoid overtime.

Employees working a 4/10 workweek, as per section 6.1 of this agreement shall receive overtime as described above for time worked in excess of forty (40) hours in one four day week.

- 6.5 Flex/Trade Time: Employees who work less than forty (40) hours per week can, through mutual agreement with their supervisor, take time off at a future time in lieu of compensation for the additional hours worked. Additional time worked shall be recorded in the office at the employee's worksite (the worksite where the additional time was worked). The hours recorded shall be taken as time off at a mutually agreeable date and time (confined within the same fiscal year). At no time shall an employee carry more than twelve (12) hours of flex/trade time. Flex/trade hours are portable, meaning if an employee changes worksites mid-school year, any flex/trade hours recorded shall transfer to their new worksite. Any hours remaining at the end of the school year shall be reported on an exception timesheet to be paid off at the employee's hourly rate.

Definitions of flex/trade time and banked time will be put into writing and provided to each worksite supervisor and employee, as well as being posted in buildings.

- 6.6 Lunch Periods: Each employee working six (6) hours or more will receive an unpaid duty free lunch of at least one-half hour. Employees working less than six (6) hours may be assigned a lunch break of at least one half hour. Such time will be scheduled by the employee's immediate supervisor near to the halfway point of the tour of duty, unless found to be otherwise desirable by the supervisor and the employee. The employee may request consideration from their supervisor as to whether or not to have a lunch break scheduled.

- 6.7 Breaks: Each employee shall receive a fifteen (15) minute paid break during each more than three(3)- hour period of consecutive service, except in an emergency situation, but six (6) hour employees will get at least one (1) break in addition to a lunch. Effective the 2019-20 school year, employees who are 7.50 hours or greater shall receive two (2) 15-minute breaks.

This break time cannot be accumulated for compensatory time or to shorten the work day.

Supervisors shall schedule these breaks and lunch times and provide the employee with their written schedule not more than one month after the start of the school year (or within one month of a new hire). The schedule may be flexible; however, the District's expectation is that each employee shall take their break time.

- 6.8 Technology: Employees who are required by their supervisor to use technology (e.g. computer to check email or view required training videos) shall be informed of which technology is available to them, where it can be accessed, when it is available, and shall receive sufficient and timely training in how to utilize the technology.

- 6.9 Call Back Pay: For reasons other than employee's own negligence, classified employees required by the District to return to work after completing a regular shift shall receive at least two (2) hours of pay at the employee's regular rate, unless the overtime provision in the Working Conditions Article of this Agreement applies.

- 6.10 Inclement Weather:

a. Timing of weather decisions

1. The District will make weather decisions as early as possible consistent with developing weather information.

2. When a delay/cancellation is announced thirty (30) or more minutes before the scheduled start of an employee's shift, the non-emergency employee will not report to work without prior approval from a supervisor.
 - i. The thirty (30) minutes is measured from the transmission of the Districtwide digital notice (e.g. Flash Alert).
 - ii. This thirty (30) minute period will allow anyone living in the District boundaries to leave their home and arrive at work on time, or with minor delay.
 - iii. Employees living outside the District's boundaries will be allowed a reasonable delay in their arrival, but they will not be paid for time missed or for their earlier departure from home.
 - iv. For safety reasons, employees should remain home until thirty (30) minutes prior to their report time to allow for the cancellation decision.
- b. It is the responsibility of the employee to know when schools are closed or on a delayed start due to inclement weather.
- c. When a weather decision is not published in accordance with 6.10a, the employees will be paid for two (2) hours (or actual time worked, whichever is greater). This payment is based on their assigned shift and the employee's ability to perform their assigned work not their presence in the building. Employees who were not expected to work on inclement weather day (e.g. long-term illness, pre-planned leave) will not be paid for the late weather decision.
- d. Except for the emergency crew, employees are not to report for work on days when school is closed due to inclement weather.
 1. The District shall identify the emergency crew in advance based on safety and maintenance needs of the District.
 2. The emergency crew shall report to work on inclement weather closure days. They shall be paid double pay for work on the school closure days.
 3. If the days missed because of weather closure are made up, the emergency crew will not receive any additional pay.
- e. Delays
 1. Delayed Operation: When a delay is announced, and schools operate on the delayed schedule, employees will be paid for their "normal" day.
 2. Delay into Cancellation: When a delay is announced, followed by a cancellation, the timing of both decisions will be examined when determining if employees are entitled to pay under Paragraph 6.10c. Either the original or delayed report time (or both) may qualify an employee for the two (2) hours pay or actual time worked. Employees will not be paid for two (2) hours twice in one day.
- f. Salaries will not be docked for time lost due to such closure; however, such lost time may be made up at the option of the District without additional pay. The District will consult with the Association before rescheduling closure days.
- g. Twelve (12) month employees do not typically have the opportunity to make up the lost time due to closures. In the event the District requires make up days from all employees, twelve (12) month employees with the exception of the emergency crew members who worked the closure day(s), can either take paid leave (vacation, personal/emergency), unpaid leave, or choose to make up the time by June 1st.

1. If the employee elects to make up the time, then the employee must come to an agreement with their supervisor regarding the modified work schedule.
 2. If the modified schedule between an employee and their supervisor puts an employee's workweek over forty (40) hours or they choose to work on a paid holiday when making up time caused by inclement weather closures, the extra time will not be paid at an overtime rate.
 3. If the time is not made up by June 1 of the inclement closure day(s), then the District will deduct the time as unpaid leave or paid leave as the employee chooses. Applicable paid leave must be used before unpaid leave may apply. If the employee fails to indicate a specific form of preferred leave by June 1st, available leave will be applied in the following order: Personal, Vacation, Comp Time.
 4. When safety permits, with advance approval of their supervisor and mutual consent of the employee, twelve (12) month employees may report to work on inclement weather days. (e.g. early reporting employees in cases where it is safe to remain until weather clears or cases where weather clears later in the day). Supervisors will approve requests only in cases where there is specific, meaningful work the employee can complete with reduced staffing. If an employee elects to work on a day and the District elects not to make up that day, there is no additional compensation for electing to work on the inclement weather day under this provision.
 5. The District will take reasonable steps to ensure that all employees have appropriate work available when make-up work is required.
- h. During non-instructional scheduled work days when there is inclement weather, employees shall report to work as close to their normal time as is consistent with safety. However, any employee who is more than 2 hours late will be docked personal leave time. If, in the best judgement of the employee, it is unsafe to travel to work, the employee may use a personal leave day.
 - i. On days when the opening of the school day is delayed due to inclement weather, employees, except bus drivers, shall report to work before students arrive and as close to their normal time as is consistent with safety. Staff members shall not have their pay docked if they report to work as close to normal time as is consistent with safety.
 - j. When school is released early because of inclement weather, all employees, except bus drivers, will continue to work as close to their normal time schedule as is consistent with safety. Bus drivers shall report to work early to match the dismissal of school. Staff members shall not have their pay docked because of the early release.
 - k. Bus Drivers- When inclement weather is likely, the Transportation Supervisor may require bus drivers to report to work ten (10) minutes early the following day. If they elect to do so:
 1. The decision will be announced no later than 3:30 p.m. the night prior.
 2. The earlier report times will be used to determine eligibility for payment under 6.10.c.

6.11 Voluntary Reduction of Hours: When the District receives a request from a bargaining unit member to reduce their work hours below the number of work hours required for insurance benefits, the District shall notify the Association.

- 6.12 Dual Assignments: Work schedule problems can arise for staff members with dual positions in the District (e.g., bus driver and educational assistant). Schedule changes in the District can result in situations where the staff member is needed in two places at the same time. When these work schedule problems are of a short duration because of things like inclement weather or staff development demands, the staff member will work at the position that they have been assigned to as their priority position at the time the person is hired into the dual assignment. The District may make a different assignment when special circumstances like a shortage of substitutes, exists. Extra responsibilities, like field trips, shall not be assigned to staff members when they conflict with other regularly assigned responsibilities except in unusual situations as determined by the District.

When an employee is assigned to multiple assignments, they shall receive, in writing, the priority order of the assignments. The employee's primary supervisor is the supervisor of the highest priority work assignment.

- 6.13 Assignment Notification: The District will notify all employees, who do not work twelve (12) months of their work site assignment for the following school year no later than July 1st. In the event of a change after July 1, the District will notify the employee as soon as possible.
- 6.14 Out of District Assignments: From time to time, the District may need to send a student to another district or school outside of the GAPS District. The District may also need, for whatever reason, to send an assistant with the student. When this is the case the following shall apply.
- a. The Assistant will remain a GAPS employee.
 - b. The Assistant will be covered continuously by the GA-ACE negotiated contract.
 - c. Although the Assistant may need to follow the calendar of the other district or school, it will be guaranteed that the Assistant's calendar will be no fewer working days than those they would receive with GAPS. If there is a schedule that causes the assistant not to have work in the other District, then the assistant may either take an unpaid day or be assigned work in the GAPS District. The assistant will not be assigned more days than in the GAPS calendar.
 - d. Mileage reimbursement at the IRS rate will be paid to drive to and from the new work site. This reimbursement shall be for actual miles driven.
 - e. The Assistant will receive their hourly rate for the actual drive time.
 - f. Evaluations will be by a GAPS Supervisor. If this Supervisor uses input from the on site supervisor they will follow the proper procedure outlined in the contract. (Article 15 Evaluations)
- 6.15 Work Load: If an employee believes that they are assigned an unreasonable work load or if an employee needs direction or assistance in prioritizing work tasks, or workload issues are causing the consistent submission of exception timesheets and/or the loss of lunch and/or breaks the employee may request and have a meeting with their immediate supervisor (including their Administrator) to discuss the problem. The employee will provide a written statement of the problem. The supervisor shall provide a written response no later than ten (10) working days. Thereafter, the employee may request a meeting with the Director of Human Resources if the employee believes that the problem has not been resolved.

6.16 Custodial Expectations: Custodians will be provided a written record of their routes, including modifications that may be made to regular routines for any evening in which an event is scheduled at a school that requires set up, take down, extra cleaning, or other additional duties, due to the extra work created by the activity; and a list of duties to be added when there is extra time due to the completion of their regular route assignments. It is recognized that the lead and head custodians may direct which of these modifications should be made and when. Information regarding prioritization of cleaning tasks will be communicated with other staff in building.

6.17 Preparation Time: Any employees who are assigned to make modifications or adaptations of materials for students shall be provided time to do so. No employee shall be expected to perform work-related tasks on their unpaid time. If time is not provided for assigned tasks, the classified employee may appeal to the principal using the process in 6.15 of this Article. No classified employee will be required to design instruction or assessment.

Some examples as to how this time is provided may be through in-service days, when student absences create available time, or during the work day.

Teachers will meet with assistants in the fall to review IEP's relevant to the assistants' assignments. Further reviews will occur if IEP's are changed. If a student or an assistant arrives at a school after the school year has started, relevant IEP reviews will occur with the assistant and teacher.

Assistants may apply for professional development funds to carry out projects that will assist them in pooling their resources between employees at the same work site and between work sites.

6.18 Transition time: Employees transitioning into a different assignment during their assigned hours that involves a change in location within their worksite will be provided adequate additional time for the transition. This time shall be reflected on the employee's written schedule.

6.19 Double Duty: When classified employees are absent and not replaced with a substitute, those classified employees in the same building and/or department who are asked to assume part of the absent employee's duties may seek direction from the supervisor as to what work should be postponed or eliminated and if and when work can be rescheduled. Depending on the length of absence and the schedule when the work must be done, the rescheduled work hours approved by the supervisor may be assigned to the absent employee, upon return to work, or to other classified employees in the building and/or department, or to a substitute or temporary retained for a subsequent day(s).

6.20 Preferred Employee: In any case where an employee qualifies under the "preferred employee" program through the State of Oregon and that program offers adaptive equipment to be owned by the employee, the District agrees that any questions about the appropriateness of such ownership shall be resolved in accordance with an opinion issued by the Oregon Governmental Standards Commission or its executive officer.

- 6.21 Clerical Assistance: Elementary schools shall be provided additional clerical hours for purposes of school start-up. The amount of time available is to be used between July 1 and September 30 and is based on the District estimated October 1 enrollment counts at each school. Schools with projected enrollments of up to 200 students will be allocated twenty four (24) hours; projected enrollments of 201-250 will be allocated twenty eight (28) hours; 251-300 will be allocated thirty two (32) hours; 301-350 will be allocated thirty six (36) hours; and schools in excess of 350 students will be allocated forty (40) hours. An additional eight (8) hours shall be allocated to any school that is projected to have a kindergarten and/or ELL population exceeding 25% of their total enrollment. However, no school shall receive more than forty (40) hours. Hours will be deducted from the school's allocation at the same rate as they are used (i.e. overtime hours shall be deducted from the school's allocation at a rate of 1.50 per hour worked). The principal shall determine how best to utilize the building's allocated hours after consultation with the school's office manager.
- 6.22 Staff Communications: Employees will have a designated location to receive printed communications. This location should provide privacy through individual mailboxes or separate envelopes for each employee.

ARTICLE 7: WORK CALENDAR

- 7.1 The District may make changes in the number of work days for any classified employee, but must comply with the following conditions if the changes are made after the employee's work year calendar starts for that fiscal year.
- a. The affected employee(s) must be notified a minimum of two weeks before their scheduled work time is to be deleted.
 - b. Affected employee(s) will be informed that they may choose to take the previously scheduled work day(s) as an unpaid leave or may choose to work. The unpaid leave shall not be deducted from any contractual unpaid leave.
 - c. If the affected employee(s) choose(s) to work on the previously scheduled work day(s), the supervisor will be responsible for determining a work site and job duties for the scheduled work time.
 1. The first option that will be explored by the supervisor will be whether there is an equivalent number of hours of work to be performed at the regular work site in the employee's(s') regular position. (For example, food service is cancelled for one day at a middle school, but the food service staff assigned to that school can be productively used to clean the kitchen.)
 2. The second option that will be explored by the supervisor will be for the affected employee(s) to work at the regular work site, doing a different job within the same classification. (For example, an educational assistant regularly assigned to a specific class is not used in that classroom because a special day of conferencing and IEP meetings has been scheduled for the teacher and the students have a day off; instead, the educational assistant is used to fill in for another educational assistant who had scheduled a personal leave day on that day.)
 3. The third option that will be explored by the supervisor will be for the affected employee(s) to work at a different work site, doing a different job within the same classification. (The example is the same as #2 above, except that the affected employee becomes a substitute educational assistant in a different building.)

4. The fourth option that will be explored by the supervisor will be for the affected employee(s) to work at the same or different work site, doing a job in a different classification, if the employee has the necessary qualifications. (For example, the educational assistant in the #2 example above has good clerical skills, and is used on the previously-scheduled workday to replace a school secretary who was scheduled to attend a workshop that day.)
 5. If no work is available on the affected day(s) for the same number of hours as the regular job, then the affected employee(s) may be assigned to a lesser number of hours, but will be paid for that employee's regular number of hours at their regular pay rate.
- d. Regardless of whether the replacement work is paid at a rate higher or lower or the same as the regular work, the affected employee will be paid at their regular rate and will work the regular number of hours.
 - e. The supervisor will notify the affected employee(s) of the work duties and site of work on the previously scheduled workday at least two days beforehand, if at all possible. After notification, the affected employee(s) may choose to take unpaid leave instead of accepting the replacement work.
 - f. The affected employee(s) will be able to take any paid leave that they would have qualified for if the work day had not been "cancelled." (For example, if an employee needed to schedule a meeting out of town with a tax advisor or attorney and asked for that day off, personal leave would be approved if requested in advance.) The "cancellation" of a previously scheduled work day is not, in and of itself, an approved reason for use of emergency or personal leave.
 - g. The replacement work can be scheduled at a time other than the previously scheduled hours that were "cancelled" if the employee and their supervisor schedule (see "3" below) an alternative date/time. (For example, bus service is cancelled for one elementary school on January 31, affecting two drivers, but the transportation supervisor and drivers schedule those drivers into a prearranged late afternoon/evening activity runs on February 2 for an equivalent number of hours as the regular work day.)
 1. If the replacement hours will not be worked until a later payroll period than the "cancelled" time, the regular hours will be indicated on the payroll sheet for that day, and the employee will sign an individual agreement to work those hours on a later date. If a date has not been scheduled (see #3 below) by the end of the work calendar, the amount shall be deducted from the employee's last paycheck.
 2. The Association agrees that scheduling these replacement hours on a different day than the previously-scheduled day shall not obligate the District to pay these hours at an overtime rate, as long as the employee(s) was offered options for alternative scheduling as in "3" below.
 3. For the purposes of this section, the supervisor must offer a second schedule option if the employee is unable to accept the first one offered. This will be the case for each segment of work scheduled as makeup for time cancelled (this means if an eight (8) hour employee is scheduled into two four hours shifts as make up, the employee may choose a second option for each four-hour segment).

This article does not apply to situations where the District cancels workdays for any classified employee(s) because of budgetary limitations. In those cases, the layoff provisions of Article 19 shall be applied if applicable (see 19.3 for a definition of layoff).

ARTICLE 8: EMPLOYEE SAFETY

- 8.1 Employees whose assignments involve working with aggressive or violent students shall have an opportunity at least once a year for training in dealing with those behavior problems. Any classified employee may request additional training to their supervisor. If the training cannot be provided, the supervisor will notify the employee in writing as to the reasons why.
- 8.2 When a child with a disability is identified by an Individualized Education Plan team as needing goals and objectives in behavior management because the child's behavior poses unsafe working conditions for employees or other students, the administration shall make every reasonable effort to share that information with classified employees with a need to know in accordance with the law.
- 8.3 When a classified employee makes a written referral to a supervisor or administrator regarding inappropriate behavior of a student, the administrator or supervisor will provide the employee with written or oral information about the outcome of the referral.
- 8.4 The Board agrees that it shall make every effort to maintain safe, sanitary and healthful working conditions in compliance with state and federal regulations and Board Policy pertaining to such issues. Should an employee feel that a safety problem exists, they should report it immediately to their immediate supervisor. An inspection will be made as soon as possible. The employee involved shall be advised of the results of the inspection. The Board will continue to provide and maintain safety equipment and stress the importance of safe conditions.

The supervisor will also notify the member of the District Safety Committee at the worksite of the report and the results of the inspection.

- 8.5 The District will provide compensation of up to \$500 maximum per incident for loss or damage of an employee's prescription eyeglasses due to student behavior. This compensation will be provided with or without the employee turning in a claim to their insurance. The District will provide timely direct reimbursement to the eyeglass provider with submission of the provider's estimate, or actual bill, by the employee. However, it is understood that the District will investigate the incident to determine that the loss or damage was due to student behavior and not employee negligence or inappropriate behavior.
- 8.6 Employees who are required to provide medical services or administer medications to students shall be provided training by a qualified person before they are assigned to perform these services. Copies of applicable statutes, District policy and administrative rules regarding the administration of medication and provision of medical services shall be available during this training.

The District will develop procedures by which employees will be notified of medical conditions affecting students they supervise.

Employees acting within the scope of their duties to provide medical services to students will be defended and indemnified by the District in accordance with the Oregon Tort Claims Act.

ARTICLE 9: JOB POSTING/VACANCIES/TRANSFERS

- 9.1 The District will make available to the Association president a list of openings for classified employees in the bargaining unit. In addition, during the school year, job postings will be sent to all buildings where employees in the bargaining unit are normally working. The postings shall be at least five (5) business days prior to the occurrence of the vacancy, except the posting will be seven (7) business days during winter and spring breaks. Job postings shall include minimum qualifications required and may include desired qualifications in excess of such minimum. Business days shall be defined as days when the District Office is open.
- 9.2 Any member of the bargaining unit may, by written application to the District Human Resources Department, request consideration for future openings that may occur. However, if an employee feels qualified for a position posted, it is the employee's responsibility to register an interest in that particular position in a timely manner.
- 9.3 Any member of the bargaining unit may, by written notice to the District Human Resources Department, let the District know about their interest in a possible trade. These trades shall be within the same classification and shift. Split shifts may also be included. District transfer request forms shall include an opportunity for employees to request a trade to a specific position or type of position. If a trade of two existing employees is arranged by the District, the Human Resources Director will notify the Association prior to the date the trade will take effect. Any trades will be approved by the District and shall be voluntary, except as provided by Section 9.8 (Involuntary Transfers).
- 9.4 Additional work of two (2) hours or less may be assigned by the principal/supervisor to existing District employees in the same building/department without posting, under the following conditions:
- a. Any recall obligations under Article 19 have been satisfied;
 - b. The principal/supervisor has considered employees who have previously lost hours-from building/department;
 - c. The principal/supervisor has reviewed and considered any other request submitted by current staff in the building/department who would like to add work hours, either in their current or another job classification.
- After (a), (b), and (c) have been completed, if the additional work has not been assigned, the principal/supervisor shall post the additional hour(s) as a vacancy under 9.5 below.
- 9.5 When a vacancy occurs in the District, an employee who is part of the unit may apply for the open position. The District may choose whom to interview from the applicants, however the District will include three current employee applicants in the interviewing process who possess the minimum required skills listed on the position posting. Notwithstanding the above, an employee may be limited to one (1) interview per year with the same supervisor or their designee, for a vacancy in the same classification. If two (2) District applicants are equally qualified, as determined by the District, for the open position, seniority as defined in Article 18 shall be the basis for hiring. A person from outside the bargaining unit may be hired if the District determines that person is better qualified. Upon request from the Association, the District will provide a response as to why the in-district applicants or the outside applicant and the in-district applicants were not equal. In-District applicants, upon request, will be given feedback about the interview process.
- 9.6 All summer jobs shall be posted by the Human Resources Department, except as provided in Section 9.7, so District employees may apply for them.

- 9.7 Extended Work Year: Additional work of up to ten (10) consecutive days may be assigned by the principal/supervisor to a bargaining unit member without posting, under the following conditions:
- a. The Association shall be notified of any extended work agreement.
 - b. Either a member or an administrator may propose an extended work year, and either may decline to enter into such an arrangement.
 - c. The duties involved in the extended work must be related to the member's existing job category.
 - d. The principal/supervisor has reviewed and considered any other request submitted by current staff in the building/department who would like to add work days in their current job category.
 - e. The ten (10) day consecutive timeline may be extended with the mutual agreement of the Association.
- 9.8 Involuntary Transfers: Each employee shall be notified in writing of any involuntary work-site transfer as early as possible. The District will consider the following criteria when deciding upon involuntary transfers:
- a. Prior involuntary transfers;
 - b. The preference of the employee(s): When an employee is to be involuntarily transferred, they may put in writing their preference regarding a desire for consideration for a new assignment;
 - c. The need of the District;
 - d. District-wide seniority of employee(s) being transferred;
 - e. Whether the District's needs can be met by making voluntary transfers.
 - f. Supervisors will be encouraged to provide mentors to employees who are involuntarily transferred to their building or worksite.
- 9.9 The Greater Albany School District may have a testing program for any applicant who applies to fill a vacancy in the classifications of Special Education Assistant and Education Assistant. Under this testing program the following shall apply:
- a. No SEA or EA hired prior to July 20, 1998, shall be subjected to testing unless applying for the other classification. No SEA or EA being recalled, bumping or returning from leave shall be subjected to testing.
 - b. If an employee doesn't get a passing score, they may take the test again when applying for subsequent jobs. The results shall be confidential and reported to the employee as pass/fail. The results shall not become a part of the employees' personnel record or used in any disciplinary or discharge matters. Upon request an employee may review their graded test in order to see what is needed for review prior to retaking a test. Graded tests will be on file for no longer than two months.
 - c. An overall score of 70% or higher shall be considered passing, with a minimum of 60% in each section.
 - d. The test to be administered shall be a basic skills test in reading and mathematics. No employee shall be required to be retested once passing any previously administered district basic skills test.

- e. The test shall be free of any bias. Any SEA or EA hired for their bilingual abilities may take the test in their native language.
- 9.10 When the District selects an applicant from current bargaining unit members to fill a vacancy in a classification previously identified to the Association, it may require all successful applicants to have a physical exam in order to qualify for the job.
- a. The District will pay for the exam.
 - b. The District will pay the regular wage rate for the time it takes for the physical examination.
 - c. No employee will be expected to pay in advance and then have reimbursement from the District for the exam.
 - d. The Doctor will either confirm or deny eligibility for the job to the District. The doctor may not provide any health information to the District about the employee without the employee's written permission.
 - e. The exam will only be to establish that the employee can perform the essential functions of the job. A list of the essential functions will be provided to the physician and to the Association. The Association will also be notified if any changes are made to this list.
 - f. The District shall notify the Association of any classifications that shall require a physical examination. It will also be noted on the job posting that the successful applicant will be required to pass a physical examination.
 - g. The District shall require successful applicants to pass physical examinations for all voluntary transfers and promotions to any identified classifications.

ARTICLE 10: PERSONNEL RECORDS

- 10.1 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 knowledge of the material or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it. Such signature is intended only to verify that the employee has seen the material. A copy of such material shall be furnished to the employee upon request.

An employee shall have the right to attach a written statement of explanation to any material with which the employee disagrees.

- 10.2 Letters of caution, complaint, consultation, warning, admonishment and reprimand may be removed and destroyed, upon mutual consent, three calendar years after they have been placed in the employee's personnel file.
- 10.3 Materials, other than evaluation materials, in the personnel files that allege a misdeed require just cause.
- 10.4 Personnel files on each employee are confidential and will be made available only to employee, employee's representative, superintendent or designee and the School Board in its conduct of official business.

- 10.5 Materials in a "working file" are non-disciplinary. However, materials in a working file that may indicate a pattern for concern shall be brought to the employee's attention by the administrator in an informal manner prior to any formal written action being taken, if the materials are to be used in support of the later discipline. This informal action may be documented by a written summary of the meeting between the administrator and the employee, and the summary may be placed back in the working file. This summary may be used at a later date as documentation that the employee was notified of the concern in the event that further action is necessary. Information that was not considered pertinent at the time of the informal meeting and that was not presented to the employee at that time shall not be used in any related subsequent action.

ARTICLE 11: RECLASSIFICATION

- 11.1 The following procedure shall be used to process reclassification requests by the employee, Association or District:
- a. At the request of an employee of the Association, the District shall furnish job descriptions of each classification.
 - b. The person making the request for reclassification shall submit a completed Reclassification Request form and written explanation for a proposed reclassification to the Human Resources Department. A copy shall be sent to the UniServ Office, to the local President, and to the building principal or supervisor.
 - c. The Human Resources Department shall conduct a classification audit and review the merits of the request. Within thirty (30) calendar days after receipt of the reclassification request the Human Resources Department shall notify the employee, the Association, and the principal/supervisor of its decision. Prior to the end of the thirty (30) calendar days, the employee and/or the Association will have an opportunity to meet with the Human Resources Department to present arguments and recommendations. The parties may extend the timelines by mutual written agreement.
 - d. Any employee who is involuntarily reclassified downward or any employee whose reclassification request upward is denied may take up the matter as a grievance under Article 32 of this Agreement.
 - e. Should the Human Resources Department or an arbitrator support a proposed reclassification upward, the District shall make the determination whether to reclassify the position or remove the duties of the higher classification. If the District does reclassify the position, but reduces the hours to prevent any increase in cost, the employee will make no less in salary or benefits than prior to the reclassification. If the District restores the lost hours of that specific position within the following twenty seven (27) months, those hours would be restored to employee(s) who lost hours as a result of a reclassification. However, this right to restored hours shall end should the employee refuse a lateral transfer or promotion to a position with the former number of hours or take a voluntary transfer to a position with the former number of hours.
 - f. The effective date of a reclassification implemented under this article shall be the first of the month following the month in which the reclassification request was processed.
 - g. The effective date of reclassification as specified in 11.1 f. shall also be the date that the reclassified employee will begin to accrue seniority in the new classification. Employees reclassified as a group as a result of bargaining, rather than an individual basis, will retain the same order of seniority as they had in their previous classification for the purpose of layoff/recall. This provision regarding group reclassification will be retroactive only in regards to the SEAs who were reclassified as a group into the newly created Personal Care Assistants classification in 2010.

- h. The incumbent who was currently holding the reclassified position shall continue in that position.
- i. Pay rates after reclassification shall be as determined by the provision of Article 25.6.

ARTICLE 12: COMPLAINT PROCEDURE

12.1 Complaints Against the Employee

- a. If, in the determination of the supervisor receiving a complaint, it is deemed desirable to notify the employee involved, the supervisor shall discuss a complaint with the employee and share all information received except that which the complainant asked to be kept in confidence. This shall take place as soon as possible, but no longer than ten (10) working days after receipt of the complaint unless it is impractical to do so because of the absence of one or both parties. If the supervisor chooses not to notify the employee of the complaint within these required timelines, that complaint shall not be used against the employee in subsequent action by the District.
- b. If the supervisor determines that further action, beyond (a) above, is necessary, the supervisor will:
 - 1. Reduce the complaint to writing and provide all related documents. Before the investigatory interview, the administrator will provide, upon request, the primary sources of information that will be relied upon to substantiate the facts.
 - 2. Schedule a meeting to allow the employee to respond to the complaint.
 - 3. If the employee and complainant are both available and desirous of a meeting, meet with the parties to assist in clarifying and/or resolving the problem.
- c. If a complaint is found not to have merit, it cannot be used in any subsequent action against the employee.
- d. Complaints alleging serious misconduct may be kept in a secure file and confidential file only in the Human Resources Department for purposes of protection against litigation.
- e. A supervisor and employee may agree to destroy copies of a complaint if it was found with no merit, but if it is kept, it will be marked that it was investigated and no supporting evidence was found. It will be kept in the secure, confidential file mentioned in d above, but not in the official personnel file.

An employee shall not discriminate in any way against any person who may be directly or indirectly involved in the communication of a complaint.
- f. An employee shall have the right to have an Association representative present at any meeting concerning a complaint in accordance with Article 16.

12.2 Complaints by Employees

Employees who wish to process complaints may use Board Policy GBM. The policy is in Appendix A – for reference only. Employees bringing forward a complaint shall have the option of using representation from the Association to speak for and/or advise them.

12.3 Criticism of Employees

Criticism to an employee by an administrator or to an administrator by an employee shall be made in private.

ARTICLE 13: PROFESSIONAL GROWTH

- 13.1 The following guidelines will be followed in order to encourage professional growth:
- a. The District, in collaboration with the Association, will survey its classified staff every other year to collect input on training interests and needs to be shared with the site council, if any.
 - b. Employees at each work site will be instructed in writing as to how to apply for training opportunities, including cross-training. The following criteria shall be applied to applications for professional growth funds:
 1. The training will apply to an employee's current work assignment and/or;
 2. The training will apply to building or district goals and/or;
 3. The training will apply to other jobs within the bargaining unit and/or;
 4. When an employee is taking a class that will go towards a teaching license, this class must either be a core academic class or an education class that fits criteria in 1, 2, or 3 above and/or;
 5. The training fits into a category that relates to workplace interpersonal relationships.
 - c. The District will make available at least \$11,000 annually for the purpose of classified employee professional development. Applications will be handled on a first come first serve basis until funds run out. A limit of \$400 per person per year shall be applied. These funds are in addition to site council funds. After March 1st of each year, if professional development funds are still available, classified employees who have already used their \$400 limit may reapply for additional funds, not to exceed \$400 additional dollars. No more than \$800 per employee will be allowed from this allocation each school year.
- 13.2 The District supports the idea of cross-training and will attempt to implement such a concept. When cross-training opportunity is provided to an employee, then the following will apply.
- a. An employee may be placed in a position vacated temporarily for the duration of the regular position holder's absence up to sixty (60) working days as a cross-training opportunity, provided that regular training is provided by the supervisor or other employee. This section does not preclude the District's ability to also cross-train an employee when there is no vacancy.
 - b. During such a temporary reassignment for cross-training, the employee shall be paid at the sub rate for that position, or the employee's regular rate, whichever is greater, instead of the rate specified in Section 25.6. The employee and supervisor will complete at the beginning of the cross-training a form that specifies the cross-training position to be filled, the pay rate, and the duration. After training ceases, as specified on the signed form, the employee will be paid according to 25.9 if the position being filled is a higher paying position.
 - c. At the successful completion of a cross-training experience, a record will be made in the personnel file.
 - d. Employees may volunteer their own time for cross-training purposes.
 - e. Employees may initiate a cross-training request to their supervisor.
 - f. No employee shall be required to accept a temporary reassignment as cross-training instead of working out of class.

- 13.3 All training to be provided by the District shall be clearly identified as mandatory or voluntary for specific classifications of employees or individual employees.

Notice of district-wide in-services will be provided to the Association president. At the request of the Association president the District will distribute information on the district-wide in-service to bargaining unit members.

- a. Any training that the supervisor determines to be mandatory shall be on paid time. Criteria for making the training mandatory includes if the employee will be evaluated on the performance that requires the knowledge or skill to be gained in the training or the needs of the site require the employee to be trained, as determined by the supervisor. Examples of training are workshops, modeling, reviewing videotapes, first aid classes, written materials, etc.
- b. Materials from District workshops shall be made available to classified employees who are not in attendance if an advance written request is made by the employee and the workshop is applicable to the employee's job responsibilities.
- c. The District may set aside two half days per year (four (4) hours per day) to conduct voluntary training for bargaining unit members.
 1. These days shall be identified during the planning of calendars for the coming school year, and shall be included in the calendar of the affected classified staff.
 2. The District, in consultation with the Association, shall plan and implement the training for these days. The training may be available to all classifications or it may target specific classifications. The numbers of classified eligible for this training annually shall be determined by the district.
 3. The employees shall be paid their hourly wage for these days.

In other instances where a workshop or other training is voluntary, and is outside the employee's workday and the District wishes to encourage attendance by specific employees, it may offer those employees a stipend if the employees choose to attend.

- d. Employees who are selected by the District to teach a training session/workshop will be compensated at teachers' committee rate per hour for additional time required to plan the session, and/or additional time to present the training session if the session is scheduled outside the employee's regular work hours.

- 13.4 When the District needs a regular employee with a particular set of skills that no one on staff has, nor can they be found by hiring a new employee through the normal posting and hiring procedure, the following process may be used.

- a. The District may hire an employee willing to be trained for the position.
- b. The District may also contract with a trainer to train the employee with the understanding that the trainer may also be doing some bargaining unit work until the employee is fully qualified.
- c. The District will notify the Association when this process is going to be used. Included in this notice would be the approximate time the training will take, what position(s) are involved and who the bargaining unit members are who are being trained.

- d. Contracting with this trainer will not be considered subcontracting and will incur no obligation to bargain under Article 4. However, this language is not a waiver to bargain salary of a new classification, if one has been created for the training purposes.

13.5 The following applies to the requirements of the ESEA (Elementary and Secondary Education Act of 2001, 20 USC 6301 et.seq.)

- a. Paraprofessionals are those classified employees providing instructional assistance in targeted or school-wide programs receiving Title 1 funds.
- b. Classified employees, including paraprofessionals, may only provide instructional assistance under the direct supervision of a licensed teacher.
- c. Paraprofessionals hired in Title 1 Schools must meet the following federal requirements:
 - 1. Obtain a secondary school diploma or its recognized equivalent; and
 - 2. Elect (or have completed) one of the following options to satisfy the federal requirements:
 - i. Complete, at least, two (2) years of study at an institution of higher learning; or
 - ii. Obtain an associate's (or higher) degree; or
 - iii. Meet a rigorous standard of quality and demonstrate, through an academic assessment – knowledge of, and the ability to assist in instructing reading (and reading readiness), and writing (and writing readiness), and mathematics (and mathematics readiness).
 - iv. Paraprofessionals shall be exempt from the requirements above if they are proficient in English and a language other than English, and primarily provide translation services to enhance the participation of children in school instructional programs or their duties consist solely of conducting parental involvement activities.
- d. No employee shall be involuntarily transferred into a position that would subject the employee to these federal requirements unless the employee already meets the requirements as defined above.

ARTICLE 14: 21ST CENTURY SCHOOL COUNCILS

- 14.1 The work load of the 21st century school councils shall remain within the specified duties in ORS 336.745, although the school councils may apply to the school board to have additional duties approved. No school council will be required to perform tasks other than what the law provides unless the school council requests such additions.

Each school council shall have open nominations and secret ballot elections in which all bargaining unit members are eligible to participate. There shall be staggered terms for bargaining unit positions. Councils shall determine a recall process for bargaining unit positions. Also, councils shall determine a selection process and a term of office for a chairperson.

Each site council shall keep a record of the council proceedings. At least once per year the school community, which will include staff and may include parents, students, and/or others, shall evaluate the work of the council.

- 14.2 If site council meetings are held during the work day, the staff members of the council shall be released from duty without the loss of pay. Pay for meetings outside the regular work day shall be at committee rate for certified staff and at the contract rate for classified staff. The District will provide funds for compensation for site council meetings using the amount designated in the licensed contract. This money may be used for release time or direct compensation.

The participation or lack of participation in school councils shall not be considered a subject for any evaluation, discipline, or dismissal. Participation in the council shall be voluntary.

- 14.3 Provisions of the contract will not be violated as a result of school council decisions without Association and School Board approval.

Classified staff shall be represented on the school site committees. The number of classified staff on the councils shall be determined by the site council at each site, within the provisions of ORS 336.745.

At each school the site council will create a process and/or structure to communicate with all staff the issues, proceedings, and decisions of the site council.

- 14.4 If the site councils are contemplating a proposal that would result in a unilateral change in a working condition that is a mandatory subject of bargaining but is not addressed by the current contract, the site council will have to report that matter in writing to the superintendent and Association president. If the Association demands to bargain that matter within the next three weeks, then the District will bargain the change prior to its implementations.

ARTICLE 15: EVALUATIONS

- 15.1 Employees new to the District shall be evaluated prior to the end of their probationary period.
- 15.2 Permanent employees shall be evaluated at least once annually until they have completed their third year with the District, and minimally once every other year thereafter at the discretion of the supervisor. This evaluation should be focused on behavior and issues occurring during the previous one (1) or two (2) year cycle.
- 15.3 Employees who change classifications and responsibilities shall be evaluated prior to the end of two calendar months in the new classification.
- 15.4 Supervisors will conduct either a post-observation (after observing) or post evaluation (after writing up the evaluation) meeting with the employee to review performance. The employee will be provided with a copy of the final written evaluation.

15.5 No bargaining unit member will assume the responsibility of completing a formal evaluation of a classified employee. While the supervisor may use information gained from lead workers, teachers, and other staff in making evaluation judgements, the supervisor will be directed to make an observation of the employee's work, either through observation at the worksite, or review of a "work product" prior to completing the evaluation. If any of this input is to be directly used as the primary source for an evaluation rating of "improvement required," the supervisor will talk with the employee at least 30 days prior to the summative evaluation meeting regarding the issue before deciding to rate the employee with "improvement required" on the evaluation.

15.6 Plans of Assistance: When a plan of assistance is necessary to remedy a performance deficiency the plan shall define the deficiencies, contain a program for improvement, and give timelines for re-evaluation. The District shall notify the employee in writing of its intent to place them on a plan.

Plans of Assistance shall only pertain to permanent employees. However, nothing will prevent the District from using plans for probationary employees if the District wishes to do so.

ARTICLE 16: RIGHT TO REPRESENTATION

16.1 Whenever any employee is required to appear at any hearing or meeting before the Superintendent or their designee, Board, or any committee or member thereof, affecting the continuation of that employee in their position, or for discipline of that employee, then they shall be given forty-eight (48) hours prior written notice of the reasons for such hearing or meeting and shall be entitled to have a representative present to advise and speak for them. If the employee is to be represented by legal council, twenty-four (24) hours advance notice will be given to the District.

16.2 In meetings with their supervisor, an employee has a right to representation:

- a. During an investigatory interview, if the employee has reasonable cause to believe that results of the questioning may result in disciplinary action;
- b. When the supervisor is presenting a written reprimand, notice of unpaid suspension, or notice of a recommendation to dismiss; and
- c. During the time that the employee is on a plan of assistance.

If the employee requests representation in these situations, the administrator will delay the meeting until representation can be obtained, but no meeting needs to be postponed more than forty-eight 48 hours. The role of the representative in situations (b) and (c) above is to serve as a witness, to provide the employee with advice regarding contractual rights, to clarify the directions or expectations given to the employee by the supervisor, and generally to facilitate the communication between the supervisor and the employee, but the representative shall not respond for the employee to questions by the supervisor.

16.3 In a situation where the employee wishes to discuss a contract interpretation or violation matter, the employee may schedule a meeting with the immediate supervisor with a representative present under Article 32, Level 1.

- 16.4 The District and the Association agree that annual training shall be provided to both administrators and classified staff members regarding the language and requirements of this article. This training may include, but is not limited to, the following activities; verbal and oral presentation of materials, video of possible scenarios relevant to the topic, case studies, and discussion. The efficiency of the trainings shall be reviewed annually by the District and Association leadership.

ARTICLE 17:DISCIPLINE AND DISMISSAL – PERMANENT EMPLOYEES

17.1 Performance Deficiencies

Dismissal of permanent employees in the bargaining unit for unsatisfactory job performance will be initiated only following a performance evaluation by the employee's immediate supervisor, and only after the employee has been advised of performance deficiencies and given a reasonable opportunity to improve through a plan of assistance described in Article 15 Section 15.6.

17.2 Dismissal of Permanent Employees

If any permanent employee is dismissed, they shall be entitled to the following:

- a. All rules and orders shall be reasonably related to District business. The employer will give reasonable notice to employees of rules. Reasonable notice is not necessary for flagrant misconduct.
- b. Prior to any decision regarding dismissal, the employee will have a predissmissal hearing with the Superintendent or designee to provide an opportunity to respond to any and all evidence leading to a decision. This hearing shall be conducted by, and the decision shall be made by, an impartial person who has not been involved in the primary investigation and was not responsible for making the initial dismissal recommendation. This hearing will be conducted according to the notice requirements of Article 16.1.
- c. If dismissal action is taken after this hearing, it will be effective immediately as determined by the district.
- d. If dismissal action is taken, the employee may, upon written request within fifteen (15) days of notice of termination, elect to have a post-termination hearing with the School Board, as provided by ORS332.544, at which time the employee may be represented by counsel. The employee shall be provided due process in this hearing, and the School Board's decision shall be based on the merits of the case presented.

It is agreed that should new evidence come out within ninety (90) days of an employee's dismissal at their board hearing, the employee can request a new school board hearing. If the school board refuses a new hearing, an arbitrator may consider new facts and refer the matter back to the school board. Both sides may call witnesses for cross examination at the school board hearing. The District must disregard evidence from a witness if they are unwilling to participate in the process by refusing to be cross examined at some point in the process.

- e. Dismissals shall be subject to the grievance procedure of this contract, but only as to alleged procedural violations (a-e above) and/or whether the dismissal was unreasonable, arbitrary, or clearly an excessive remedy. This language is patterned after the Fair Dismissal Appeals Act and the same standards shall apply.

17.3 Disciplinary Action

No disciplinary action, such as a written reprimand, unpaid suspension, reduction in pay, demotion for disciplinary reasons, will be taken against an employee without just cause.

Disciplinary action shall be subject to the grievance procedure of this contract.

Oral warnings shall be considered informal discipline, and not subject to these proceedings.

17.4 Dispute Resolution

If administrative decisions/judgements are disputed and the grievance is not resolved at Level II, the aggrieved may, within five (5) days, request the assistance of the State Conciliation Division. If the mediator is unable to resolve the grievance, it shall be referred to the School Board for final resolution. In such case, the Board shall hold a hearing on the matter and shall render its decision within fifteen days from the close of the hearing.

17.5 Investigation of Serious Misconduct

In the event of flagrant misconduct (criminal conduct, consumption/use/distribution of drugs or alcohol, gross insubordination, or similar incidents of serious misconduct), the employee may be suspended while a decision is made to continue or terminate employment. If the employee is not terminated, and the employee has been suspended, reinstatement will be in accordance with terms established by the Superintendent. In the event the employee was not guilty of flagrant misconduct, reinstatement will be without loss of pay or other benefits. If the employee is not reinstated, the termination date will be the date of the suspension.

17.6 Off-Duty Conduct

The personal life of an employee is not an appropriate concern or attention of the Board except when the conduct of an employee outside the school and/or in the context of assigned duties may be sufficiently related to the employee's influence on the students and on the employee's effectiveness in the performance of their duties.

ARTICLE 18: SENIORITY

18.1 Seniority shall be defined as an employee's total length of continuous service in a bargaining unit position within the District or any other District incorporated in the Greater Albany School District since that employee's first day of work corresponding to the last date of hire as a regular employee, or beginning the sixty-first day for a temporary employee in a regular position who has been hired into a regular unit position without a break in service. All authorized paid leave shall be computed as time worked for purposes of seniority. Approved unpaid leaves of twelve (12) weeks or less shall not be subtracted from seniority. Employees, who are laid off and subsequently reinstated, shall retain accumulated seniority for all periods worked except for the period of layoff.

18.2 For the purpose of computing seniority, employees clarified into the unit either by agreement or ERB order shall retain seniority for the time of continuous District service prior to such clarification.

- 18.3 When an employee is assigned light duty in another classification, the seniority accrued while serving the light duty shall be in the individual's original classification. However, if the employee is permanently disabled and cannot return to their original classification, then the seniority shall be assigned to the classification in which the light duty was served. This provision shall take effect July 1, 2001 and will not be applied retroactively.

This section is not intended to imply that employees are guaranteed a light duty assignment, nor does it waive the District's obligations under applicable statutes and rules.

ARTICLE 19: LAYOFFS

- 19.1 The Board of Directors will approve the layoff of any employee. Notice of not less than two weeks shall be provided to employees to be laid off. While the District reserves the right to determine positions to be eliminated, layoffs shall be determined as follows:
- a. No permanent employee shall be laid off within a job classification until all probationary employees (in their first six (6) months of District employment) in such classification have been laid off.
 - b. Within a job classification where a position(s) are going to be eliminated, the least senior employee within that classification shall lose the position. For the purpose of determining seniority in this section (b), all service to the District in that job classification will be counted.
 - c. Any employee to be laid off who has experience in a lower-paid classification within that employee's same job category, and who has more seniority than another employee in the lower paid classification, can bump into that classification. For the purpose of determining seniority in this section (c), all service to the District in that job category will be counted.
 - d. Any employee to be laid off after (b) and (c) have been followed may retreat to a position formerly held in a different job category if the employee has more total seniority than another employee in that category. For the purpose of determining seniority in this section (d), all service to the District in an equal or higher paying job will be counted.
 - e. Notwithstanding (a)-(d) above, the District reserves the right to layoff out of order of seniority if retention of special job skills is required. If the District applies this section to a layoff out of order of seniority it will notify the Association in writing. This notification shall include what special job skills are required and an explanation of why. The notification will be sent to the Association prior to the notification of layoff. If the Association does not believe that the job skill explained in the notification meets the understanding of the parties as to what a special job skill is, the Association may use the grievance procedure to challenge this decision, and the arbitrator shall have the authority to overturn the decision to lay off out of order of seniority.
 - f. Employees laid off at the end of the school year shall receive insurance benefits through the end of August; employees laid off during a mid-year period shall receive insurance benefits through the end of the month in which they are laid off.

19.2 When all members of a classification are laid off as a result of complete elimination of that type of service, or when an employee is no longer physically able to perform the requirements of their job as a result of a job-related injury or illness, employee(s) in that situation shall meet with the Human Resources Department to provide information about their skills so that the Human Resources Department may determine what other classifications they are qualified to fill. They may subsequently submit additional information to the Human Resources Department about changes in their qualification for other classifications. If the employee does not have bumping rights under 19.1(a) to (f) above, then the employee shall be placed in or recalled to any vacancy they are qualified to fill. Total District seniority shall apply to recall rights.

19.3 A layoff shall be defined as the reduction of the entire position held, or a reduction in hours greater than thirty (30) minutes or a reduction that causes loss of eligibility for these benefits: vacation, insurance, or PERS. It shall be a layoff if eligibility for negotiated insurance premiums is reduced from 100% negotiated premiums to 50% negotiated premiums or from 50% negotiated premiums to no negotiated premiums.

Hours that are added to an employee's schedule on a limited term basis (i.e., for an experimental program or short-term need, for a maximum of ten (10) months) and clearly identified as limited term hours, may be deleted without becoming a "layoff." Involuntary reduction in hours shall be cumulative from year to year beginning with 1993-94. When an employee loses enough time to exceed thirty (30) minutes of their original hours, the rights of this article shall apply.

A reduction in the length of time of a bus driver's route bid by more than thirty (30) minutes for more than ten (10) working days shall be considered a layoff, triggering the provisions of this article.

When an employee loses fifteen to thirty (15-30) minutes of time and it is not considered a layoff, they may have those minutes restored under the following conditions:

- a. Additional time has been given to the building and the supervisor decides to increase time in the employee's classification.
- b. Rights to the restoration of these minutes shall be for thirteen (13) months.
- c. If time can only be restored to one person it shall be given to the most senior if "all else is equal." "All else equal" shall mean that the individuals are in the same classification; both lost time; are in the same building; there are no special skills required; and both schedules allow the time to be restored.
- d. If any individual is offered the additional time and turns it down, all rights to restoration are ended.

An employee who has lost time under this section may request consideration for overtime within their same job classification and site. In this case, the supervisor will accommodate this request when possible.

When an employee loses time from their workday due to a reduction, the supervisor will provide in writing a list of job duties that the employee is no longer to perform.

- 19.4 An employee who has bumping rights under this article shall be placed in the position held by the least senior employee in that job classification (except where special job skills need to be retained-see Section 19.1 e).
- a. If that position has more hours than the bumping employee previously worked, the District may or may not choose to assign the bumping employee the extra hours.
 - b. If that position has fewer hours than the bumping employee previously worked, the District will reduce the work hours of the next least senior employee in order to replace the full number of work hours of the bumping employee. The bumping employee may agree to take a lesser number of hours than the District has offered, but this will waive the employee's recall rights to the former number of hours.
- 19.5 If an employee holds two different positions concurrently in two different job classifications, decisions about reduction in force will be made separately for each part of the employment, in accordance with the provisions above.
- 19.6 Employees shall be recalled by seniority as openings become available within their pre-layoff classification or a lower-paid classification within the same category for which they are qualified or within another classification they have previously held in the District and remain qualified for. Employees on the recall list because they were unable to perform the requirements of their previous job due to a job-related injury or illness will have recall rights to any vacancy they are qualified to fill. No new employees will be hired into classifications from which employees are laid off and for which they remain qualified and eligible for recall.
- 19.7 For the purposes of this article, "qualified" means being able to demonstrate the skills and abilities necessary to perform the duties of the position.
- 19.8 When the District identifies a position during lay-off as one that requires special skills and therefore the lay-off must be out of order of seniority (see Section 19.1 e) the District may choose to recall out of order of seniority for that position if the special skills are still required.
- 19.9 Employees will be notified of the open position by certified mail, return receipt, sent to the last address given by the employee to the District Office. The employee will have five working days from the receipt of such notice to notify the District of intent to return on the date specified by the District, but return will be required no sooner than two weeks from the receipt of the notice. Employees failing to accept the position offered in a timely manner, the maximum being five (5) working days from receipt of notice, shall be considered to have waived the right to recall. An employee who refuses a position with lesser hours may remain on the recall list.
- 19.10 Layoff status shall automatically terminate twenty-seven (27) months after the effective date of such layoff.
- 19.11 Employees on layoff will, upon request, be placed on a substitute list. Employees on the recall list may also apply for higher paying positions than the position held prior to layoff.
- 19.12 Employees choosing to "bump" into positions with lesser hours or lower pay shall retain all recall rights.
- 19.13 Probationary employees who are laid off and later recalled shall retain all credit for months of the probationary period already worked; however, no recalled probationary employee will achieve regular status without serving at least two (2) months in the position filled after recall. Regular (post- probationary) employees who are laid off and later recalled shall retain regular status.

- 19.14 Employees who are laid off and later recalled shall retain all sick leave accumulated up to the date of layoff. They shall be placed upon the salary schedule at the step they occupied at the time of layoff, or on the next higher step, in accordance with Section 25.9, if laid off after finishing six (6) months or more of a fiscal year.
- 19.15 For purposes of computing seniority only, the SEA classification shall be divided into two groups: SEA-1 and SEA-2.
- SEA-1: These SEAs are those employees who were formerly Program Assistants and were re-named as SEAs in the 1996-99 contract. Their most recent hire date as PA's shall be used to calculate their SEA-1 seniority. For purposes of layoff these SEA-1's can also bump into the SEA-2 classification.
- SEA-2: These SEAs are those employees who were formerly Education Assistants and were re-named as SEAs in the 1996-99 contract. These SEA-2's shall have their SEA-2 seniority computed using their most recent hire date as EAs. This classification of SEA-2 shall also include all SEAs hired as SEAs since July 1, 1996. Their SEA seniority shall be computed using their most recent hire date as a SEA.
- 19.16 Employees who are laid off and subsequently reinstated shall retain accumulated seniority for all periods worked except for the period of layoff.

ARTICLE 20: PAID LEAVES

- 20.1 Sick Leave: Paid sick leave for classified employees will be granted as follows:
- a. Definitions: "Sick Leave" means absence from duty because of a school employee's illness or injury or illness or injury of a member of the employee's immediate family. Illness related to pregnancy, and the actual disability related thereto, as verified by the employee's physician, will also be covered by sick leave. Time spent in preparation and caretaking functions will not be provided for under this provision. "Paid sick leave" shall be the employee's normal work day at full pay. However, sick leave shall be accrued, reported and taken in hourly increments.
 - b. The Association and any employee using accumulated sick leave in connection with the illness or injury of a member of the employee's immediate family will hold the District harmless against any complaints or suits filed thereafter concerning such use. Nor shall the employee be able to reclaim leave days so used for later use of personal illness or injury or for calculation of retirement benefits.
 - c. Sick leave shall be credited on a fiscal year basis, July 1 through June 30. Each continuing classified employee shall receive ten (10) days paid sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Any regular employee who is hired to work during the summer at the regular wage rate for that job will qualify for sick leave as an eleven (11) month employee if they work as many total days during the year as an eleven (11) month employee (238 days). However, if an employee should resign, go on unpaid leave, or complete a term of employment prior to the end of the school year, they will be credited sick leave of one (1) day per month employed on paid status. Sick leave not taken shall accumulate to an unlimited amount.

- d. New employees will receive up to ten (10) days annual sick leave (and be credited with transfer of eligible sick leave) after completing one (1) month of satisfactory employment. Those employees who are employed in mid-year shall have their sick leave prorated to July 1. Sick leave will be credited after completion of one (1) month of service.
- e. Employees who have exhausted their sick leave and sustain an on-the-job injury or illness that qualifies for workers' compensation may "borrow" one (1) to three (3) days of sick leave from their sick leave entitlement for the following fiscal year.
- f. An employee who leaves the employ of the District or who goes on unpaid leave and who has used more sick leave than earned will have the amount in excess of that earned deducted from the final paycheck. If the value of the unearned used sick leave exceeds the amount of the final paycheck, the employee or former employee shall be required to repay the District for the excess.
- g. Up to seventy-five (75) days of unused sick leave accumulated in other Oregon school districts may be transferred into the District, if the person was employed in an Oregon public school district the previous year. New employees shall be credited with transfer of eligible sick leave after completing one month of satisfactory employment.
- h. As a prerequisite to payment of sick leave, the employee may be required by the Human Resources department to furnish the District with a certificate of illness from a physician or practitioner. Except where doctor's verification of illness is provided for by state law or by the Family Medical Leave Act, the District will pay any cost incurred by the employee in obtaining the certificate of illness that is not paid by the employee's medical insurance.
- i. The absence of an employee for illness or accident for which compensation is received from the District's workers' compensation carrier shall be considered as sick leave until the employee no longer has any accumulated paid leave. Compensation for the time lost (but not disability settlements) shall be deducted from sick leave compensation paid to the employee by the District. However, the amount of sick leave time charged against the employee's sick leave account shall be only that portion of each day which is actually compensated by the District. Such payments shall be discontinued when the employee's accumulated sick leave is exhausted or when the employee begins to receive District-provided disability benefits.

While receiving this paid leave from the District, if any overpayment is made, the District shall offer a payback plan over a period of three months to the employee. Additional installments shall be allowed if the parties mutually agree. If the employee leaves the District the balance owed shall be withheld from the final paycheck.
- j. Upon retirement, the value of one-half of the unused sick leave will be allowed in accordance with PERS administrative rules.
- k. If, in the opinion of a supervisor, an employee is too sick to be at work, the following will occur:
 - 1. The supervisor will discuss their opinion with the employee and try to resolve the problem informally.
 - 2. If the employee insists that they are healthy enough to be at work, the supervisor may, at District expense, ask for medical certification. In order to comply with this District directive, the employee will be granted paid leave for the time period of the doctor's examination.

20.2 Donation of Days: When a bargaining unit member has used all available paid leave days, and needs donations of days due to illness or injury, the following procedure will be implemented:

- a. The bargaining unit member will provide written notification to the Association by filling out and signing a form/release of the need for sick leave days.
- b. The Association will notify the District and request approval to ask bargaining unit members to donate days. The District will approve the request for leave donation when the requesting member provides the District's Human Resources office with medical certification indicating that they are experiencing a "serious health condition" as that term is defined in the state and federal Family Medical Leave Act (critical illnesses or injuries diagnosed as terminal or which pose an imminent danger of death, conditions requiring constant or continuing care, permanent or long-term incapacity, a period of incapacity for more than three consecutive calendar days and requiring two or more treatments by a health care provider or one treatment followed by a regimen of continuing treatment, absence for a pregnancy related disability or prenatal care, absences for chronic conditions, and multiple treatments for conditions that if not treated would likely result in incapacity of more than three days) or if a relative (spouse/partner, child, parent, parent-in-law, sibling, or a person of "in loco parentis" with the member) of the member is experiencing a "serious health condition" and requires care or assistance by the member. Examples of illnesses which generally do not qualify as "serious health conditions" are the common cold, ear aches, routine headaches, routine medical or dental visits, flu, upset stomach, and sore throat.
- c. Upon receiving approval, the Association will send out an appeal for donated days to bargaining unit members. The days volunteered will be used in the order they are received and in increments of full days unless the donation is only for a half day.
- d. The Association will provide the list of donated days to the District.
- e. A bargaining unit member, at their sole discretion, may donate a half day or a full day of sick leave on each occasion when an approved request is made. Twelve (12) month employees may elect to donate one (1) vacation day per year in lieu of donating a sick leave day.
- f. No member may use more than sixty (60) donated days in any one fiscal year. Days shall be defined for the purpose of this section as the recipient's work day.
- g. The District will not be obligated to reimburse employees for unpaid time with donated days more than one (1) month in arrears of the day the donation is received by the GAPS business office.
- h. Donated days may be used through the fiscal year following the donation.

20.3 Bereavement Leave: Bereavement leave shall be granted to District employees upon their request for attendance at the funeral service for a member of the immediate family of the employee, or any member of the employee's household. Such leave shall be of sufficient length so that they may attend the service and, if appropriate, make other necessary arrangements as may be required of them. Bereavement leave, with full pay, shall not exceed five (5) days, including travel time, per occurrence. Any additional time taken by a District employee up to a maximum of one (1) school week shall be charged against the salary of the employee to the amount paid a substitute (including FICA and PERS payments, if any) by the District. Immediate family shall be defined as FMLA/OFLA qualifying including unborn child.

20.4 Jury Duty and Court Appearance Leave

- a. Jury Duty: Employees shall be granted leave with pay for service upon a jury, provided however, that the salary paid to such employee for the period of absence shall be reduced by the amount of money received by them for such jury service. Upon being excused from jury service during any day any employee shall immediately contact their immediate supervisor for assignment for the remainder of their regular work day.
- b. Court Appearances: Employees shall suffer no loss in pay when responding to a subpoena to appear in court as a result of the performance of their professional responsibilities or, when responding to a subpoena, as a disinterested witness who is not a litigant in a matter. However, employees shall not be paid under this provision for time spent as a litigant or witness against the District. The salary paid to such employee for the period of absence shall be reduced by the amount of money received for witness fees.

In order to qualify for this paid leave, the employee will notify their supervisor as early as possible and will take all reasonable steps to minimize the time away from duty. Upon completion of testimony, the employee shall immediately contact their supervisor for assignment for the remainder of the regular work day.

- 20.5 Paid Personal Leave: Each bargaining unit member shall be awarded two (2) paid personal leave days annually. Newly hired employees who begin work prior to January 1 will receive two (2) personal leave days for that year. Newly hired employees who begin work between January 1 and March 30 will receive one (1) personal day for that year. Employees who begin work after March 30 will not receive personal leave until the following year. These days may be used for any reason and are non-accumulative.

Advance approval must be obtained unless the reason for the leave makes it impossible. Personal reasons need not be provided to the District when applying for the leave. Such leaves may be denied when two (2) or more employees in the same classification and in the same building apply for personal leave the same day.

In addition to the two (2) paid personal leave days, ten (10) month employees shall receive one (1) additional trade day, while eleven (11) month employees shall receive a trade day and one (1) additional paid day off. These additional days for ten (10) month and eleven (11) month employees can only be taken on days when school is not in session (non-student contact days) and must be scheduled with approval by the employee's supervisor.

Beginning with the 2023-2024 school year employees may cash out two (2) unused personal leave days at the end of the school year at their regular rate of pay.

20.6 Calculation and Reporting of Leaves:

- a. Employees who are guaranteed a minimum number of hours with the expectation that they will work hours as assigned on a daily basis (relief drivers and food service floaters) will have their hours averaged monthly to calculate the amount of leave they are credited with on the last day of the month.
- b. For bus drivers, leave will be updated at the end of November, February, and May in increments of at least five (5) minutes according to their assignment on the last day of the month.
- c. Each bargaining unit member shall receive an individual report on all leave entitlements by the end of October, January, and April of each school year.

- d. If an employee believes that they are not receiving proper leave benefits based on working additional time beyond their regular shift, the employee may request to have a meeting with their immediate supervisor to discuss the problem. The employee may bring a written statement of the problem to the meeting. At the employee's request, the supervisor shall provide a written response no later than ten (10) working days after the meeting summarizing the meeting and the supervisor's response. Thereafter, the employee may request a meeting with the Director of Human Resources, if the employee believes that the problem has not been resolved.

ARTICLE 21: LEAVE WITHOUT PAY

- 21.1 The District may grant leaves of absence for a specific period of time up to one (1) year when, in the District's judgement, such leaves would not hamper the District's operations. Such leaves shall not be granted for the purposes of other employment.

The District may replace the employee on such leave with a substitute or temporary employee up to one (1) year. The replacement employee shall have no further rights to employment with the District and shall not be covered by Article 19 (layoffs) after the end of the temporary assignment.

If the employee on leave is a bus driver, they will bid/be assigned to a route in the same manner as if they were present. The route will be filled by a temporary or substitute employee. When the employee returns to work, they will return to their bid/assigned route.

Other than in instances where the employee on unpaid leave qualifies for District-paid insurance premiums such as FMLA, the employee may pay for medical fringe benefits and continue to be a member of the insured medical group, providing the insurance carrier agrees.

An employee on such leave shall maintain, but not add to, seniority and sick leave.

Except as noted above for bus drivers, upon return the employee shall be assigned to the position they formerly held, or to a position similar in responsibilities, hours, and pay level. Failure to return at the specified time or otherwise comply with the terms under which the leave was granted will mean automatic termination.

- 21.2 If the employee has a health or disability leave, the District may request a physical examination of the employee by a medical doctor at the District's expense to determine qualifications.
- 21.3 Nothing in this Article is intended to deny any person's rights they otherwise would have under workers' compensation laws or the American Disabilities Act.
- 21.4 Unpaid Personal/Emergency Leave: Employees in the bargaining unit who work less than twelve (12) months shall have up to three (3) days unpaid personal leave. Twelve (12) month employees shall have up to four (4) unpaid personal leave days. All bargaining members shall receive one (1) additional unpaid day of leave for emergency reasons. Such leave shall be in addition to any other paid time off provided. However appropriate paid leave should be exhausted before utilizing unpaid leave.

The unpaid personal leave days may be taken for important personal commitments that must be taken care of during working hours, but do not necessarily constitute an emergency. These days are not for recreational purposes or to extend holidays (see Article 22.2) or vacations. Examples of types of reasons for this leave are: funerals other than those covered in the current funeral policy, serious illness or accident in the employee's or spouse's immediate family, family functions over which you have no control of the schedule (such as graduations or reunions), and legal proceedings.

The one (1) emergency day is for reasons that constitute emergencies. Examples of types of reasons for this leave are: disaster such as fire, flood, storms, etc. Personal leave days may also be used for emergencies.

Advance approval must be obtained unless the reason for the leave makes it impossible. Reasons will be provided to the District when applying for unpaid personal or emergency leave. Such leave may be denied when two (2) or more employees in the same classification and in the same building apply for emergency/personal leave the same day.

Unpaid personal/emergency leave shall be non-accumulative. Additional days may be granted at the discretion of the District.

ARTICLE 22: PAID HOLIDAYS

- 22.1 Paid holidays will be granted according to the following schedule:
- a. 260 + Days: 10 holidays
Labor Day, Veterans' Day, Thanksgiving Day, the day following Thanksgiving, the day before Christmas, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Memorial Day, 4th of July.
 - b. 218 –259 Days: 8 holidays
Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, New Year's Day, Memorial Day.
 - c. 202-217 Days: 7 holidays
Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, Memorial Day
 - d. 150-201 Days: 6 holidays
Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, Memorial Day.
- 22.2 If any paid holiday listed above falls on a non-work day, a substitute paid holiday will be scheduled. In order to be eligible for a paid holiday, the employee must work the day before and the day after the holiday except for approved, paid absences.
- 22.3 When Christmas is on a Sunday, the paid holidays will be Friday and Monday. When Christmas is on a Monday, the paid holidays will be Monday and Tuesday. When Christmas is on a Thursday, the paid holidays will be Thursday and Friday. When Christmas is on Saturday, the paid holidays will be Friday and Monday.
- 22.4 Any regular employee who is hired to work during summer at the regular wage rate for that job will qualify for additional holidays as provided for above. The year shall be defined as the school year plus additional days worked in June, July and August.

- 22.5 Bargaining unit members who worked at least two hundred and two (202) days during the 2002-03 school year, as identified by the District and Association, will continue to receive eight (8) holidays for the duration of their employment with the District.
- 22.6 Trips driven by bus drivers shall be considered "extra duty" and shall not be counted toward the above days for the purpose of determining the number of holidays awarded to those employees.
- 22.7 Employees who are hired after the beginning of the school year shall receive the remaining holidays for the work year associated with their position.
- 22.8 For purposes of this article, "days" shall be defined as an employee's work days, paid holidays, and approved leave days.

ARTICLE 23: VACATION PROVISIONS

23.1 The School District's regular fiscal year (July 1 through June 30) shall be the basis for determining paid vacation eligibility for all classified personnel. The following provisions will apply:

a.

<u>Years of Service</u>	<u>Days Paid Vacation Per Year</u>	<u>Max Accrual</u>
Less than 1 year	5/6 day per month worked	
1-5	10	15
6	11	16.5
7	12	18
8	13	19.5
9	14	21
10	15	22.5
11	16	24
12	17	25.5
13	18	27
14	19	28.5
15	20	30
16	21	31.5
17	22	33
18	23	34.5
19	24	36
20	25	37.5

b. Paid vacation will be granted to twelve (12) month employees.

- c. Employees of the District employed less than twelve (12) months per year will not be given paid vacation. In instances where employees transfer from a less than twelve (12) month job to a twelve (12) month job within that same job category, those employees shall be given vacation credit for their past experience in substantively similar work, calculated on a pro-rata basis. For example only, an employee who worked for six (6) years as a ten (10) month employee shall, upon transfer to a twelve (12) month position, receive the prorated amount of vacation days after the transfer as awarded to an employee having worked in a twelve (12) month position for six (6) years. The transferring employee moving from a different job category may present information showing the work to be substantively similar.

The vacation credit granted to a ten (10) month employee who moves into a twelve (12) month position is not available for 'cash-out' the first year. The vacation time granted must be used during the employee's service time to the District.

The District will allow a "look back" of five (5) years from the signing date of the 2023-2026, for eligible employees to be moved to the number of days of vacation they would have received had this language been in place at the time of their transfer. Vacation will not be awarded retroactively. It will be the employee's responsibility to request the Human Resources Department to confirm eligibility of vacation day "look back" option.

- d. Vacations should be arranged through mutual agreement with the administration as far in advance as possible. Whenever possible, and depending on the employee's job responsibilities, vacations should be taken during times when they are the least disruptive to District operations. Up to three (3) weeks of vacation may be requested and approved at management's discretion. However, these days shall not be an obligation which the District must pay should the employee's employment end before the vacation days are used
- e. Any employee who leaves the employment of the District for any reason prior to having worked six (6) months will not be eligible for any prorated vacation pay. Employees who leave the employment of the District after six (6) months will receive prorated vacation pay.

Vacation is accrued and available for use upon each monthly payroll date. Employees will have access to accrued vacation after their probationary period. Current District employees moving into a new vacation eligible position will have access to accrued vacation during probation. Use of vacation during probation in these circumstances will extend probation by an equal number of days.

- f. In determining "hire date" for calculating vacation benefits when a classified staff member has been laid off and then returned to work, the District will credit the employee for the time worked prior to the layoff, but will not give credit for the time during the layoff. Thus a hire date for vacation benefits might be different than the true date of hire if there was a period of time when the employee was laid off. This "credit" for time worked prior to a break in service does not apply when someone has left the District voluntarily.

- g. In determining vacation benefits earned for employees who are twelve (12) month employees but who work less than eight (8) hours per day, the District will use the average number of scheduled hours per day over the past twelve (12) months that the employees work and the employee will have paid vacation granted for the appropriate number of days at that number of hours.
- h. Employees may request to cash in vacation time. A request to cash in time must be made to the Human Resources Director. The determination of the request shall be the decision of the District. The District shall decide on a case by case basis. In the instance where the District is unable to grant requested vacation due to operational needs and the employee will lose vacation due to the accrual limits in 23.1.a, the District shall allow the employee to cash in said vacation. The maximum cash in amount is that which brings the employee under the threshold of 23.1.a.

ARTICLE 24: MISCELLANEOUS BENEFITS

- 24.1 Physical Examination: Physical examinations required by the District shall be paid by the District at the rate charged by the District-designated local doctors.
Employees choosing to have such physical exam performed by physicians other than those designated, shall be responsible for any costs in excess of the District-designated doctors' rate.
- 24.2 Driver Physicals: Employees with driving positions where the District requires a physical examination will have physical exams paid for at the rate charged by the District's designated local doctors. The District will cover the cost for up to two exams per annual (1 year) or biennial (2 years) renewal period.
- 24.3 CDL License Benefits: CDL holders/Bus Drivers utilized by the school district are eligible for a monthly \$10 benefit to health clubs. The participating health clubs are agreed upon by GA-ACE and the District. The district pays for CDL drivers to obtain and renew CDL license.
- 24.4 Fitness Membership: All classified employees shall be eligible to participate in the GAPS group rate (if applicable) for regional fitness centers. Said employees shall be eligible for payroll deduction (when available) for these fees if the employee chooses the payroll deduction option.
- 24.5 Expenses: Employees who incur expenses in carrying out district assigned duties will be reimbursed according to School Board Policy DLC.
- 24.6 Mileage: Employees required by the District to use their own vehicles for District business during regular working hours will be reimbursed at the IRS rate. The District shall adjust the IRS mileage rate up or down when notified of such changes and need not wait for the contract anniversary date. However, the District will also review the IRS rate on the contract anniversary date and make any necessary adjustments.
- 24.7 District Workshops: The District will pay classified employees in the bargaining unit for required, scheduled District staff meetings and workshops not held during the employee's regular work day at the regular rate of pay.

24.8 Uniforms: The District will purchase and maintain any special protective clothing or safety equipment which it requires employees to wear.

24.9 Tobacco Use: The use of tobacco is prohibited on District property and in District vehicles. The District recognizes that tobacco use is habit forming and will make sure employees are informed and forewarned of the tobacco use policy. It is the District's intent to be helpful and supportive with employees who use tobacco. If persistent violations occur and the District determines discipline may be necessary, the discipline shall be progressive and in compliance with the negotiated agreement.

Employees will be allowed to leave District property to use tobacco during their breaks and lunch periods. With permission from their supervisor, employees may elect to divide up their breaks to leave the premises more often. These periods are not extended in time for these purposes.

The District will provide a list of resources/options for employees to try to stop their tobacco use. The list of options would include some clinics as well as patches or gum. The choice to be treated and/or the type of treatment will be up to the employee. Those choosing treatment can use up to \$106 every two years. There shall be a spending cap of \$2,575 limit per year for all classified and certified employees that would be available on a first come, first serve basis. The employee may apply up to \$106 for an approved treatment not provided on the District resource list if they wish.

24.10 Fingerprinting/Criminal Records Verification: The District will pay for fingerprinting/criminal records check for any person who, after becoming an employee, is required to have them.

The following guidelines will apply in regards to the District's policy and procedures dealing with the fingerprinting of newly hired classified employees as a part of their criminal history verification:

- a. The work status of the newly hired classified employees will be referred to as conditional or contingent on the outcome of the criminal history verification. Employees will not be classified or referred to as "temporary" during the time period before the criminal history verification is completed.
- b. The newly hired employee will be responsible for the cost of the fingerprinting and criminal history verification. The employee will be given three (3) options for paying the cost of the verification by the Oregon State Police and the Federal Bureau of Investigation:
 1. Payment of the fee at the time of employment.
 2. Payment of the entire fee through a single payroll deduction from the first paycheck.
 3. Payment of the fee through two (2) equal payroll deductions from the first two (2) paychecks.
- c. If an employee is terminated at the direction of the State Superintendent of Public Instruction based on the results of the criminal history verification and the employee successfully appeals that decision, the employee will be reinstated to the original position with seniority restored to the original date when employment began.

Note: It is understood that this condition means that a subsequent employee hired to fill a position where there has been such a termination will have that employment contingent on (1) the results of their own criminal history verification and (2) the success of any appeal of the preceding employee's displacement is caused by a successful appeal as described above, the subsequent employee will be considered to have been laid off with recall rights prescribed by the existing contract.

- 24.11 Criminal History Re-check: The District will provide the proper forms for classified employees to fill out in order to process a criminal history check every five years. This will begin January 2005 and every five (5) years during January thereafter. Once this process has begun, classified employees need not fill out criminal history check forms when they wish to volunteer in schools. The District shall cover any cost incurred for the criminal history check. New employees shall fill out criminal history checks according to District Policy and contract language. They shall also fill out the forms in January if they are hired during the fifth year employee check.
- 24.12 Transportation Department Manual: The District will publish a manual for the Transportation Department. It will contain all procedures used in transportation such as the assignment of work, new driver's packet, training regulations, etc. It will be reviewed with the transportation employees and a copy will be distributed to each employee. Prior to its printing a committee made up of District and Association appointees shall review it. This manual will be updated annually, when necessary, and the Committee will review all changes. If the District makes any changes in the practices as defined by this manual it will first notify the Association in writing. The Association may place a demand to bargain over any changes that are mandatory subjects of bargaining.
- 24.13 Food Service Benefits: Employees who hold a position in a Food Service job classification shall be eligible to purchase a breakfast meal or lunch meal at a cost of \$1.00 if the employee's shift falls within one (1) hour of the time food is being served and if there is food available. The District will pay to obtain and renew Food Handlers License.

ARTICLE 25: COMPENSATION

25.1 For 2023-2024:

2.25% COLA (see salary schedule)

Employer PERS pick up effective December 2023

For 2024-2025:

4% COLA (see salary schedule)

District will match employee's contribution for TSAs (Tax Shelter Annuities) as follows: 6 or more hours per day = \$42.00 per month match; 3 to 5.99 hours per day = \$27.00 per month match.

Additional \$50 per month cap increase for health insurance (prior to pooling dollars).

For 2025-2026:

3% COLA (which may increase based on the Western State Consumer Price Index-CPIU on April 15, 2024 – April 15, 2025 matched up to 5%. District will match employee's contribution for TSAs (Tax Shelter Annuities) as follows: 6 or more hours per day = \$47.00 per month match; 3 to 5.99 hours per day = \$32.00 per month match. Additional \$50 per month cap increase for health insurance (prior to pooling dollars).

25.2 Calendar: The District shall provide to the Association no later than June 1 the adopted school calendar for the following school year. If the Association notifies the District of a situation in which the last working day of the month for some classified employees is prior to the pay date, then the District will either (a) adjust the pay date to an earlier date that is the last working day of the month for classified employees, or (b) notify all classified employees of the situation at the time that pay dates for the year are publicized, giving options for resolving the problem, such as automatic payroll deposit, pickup of paycheck at District office or building, etc.

25.3 Coaching/Extra Duty Assignments: Any bargaining unit member employed by the District to coach or to do game duty, shall be paid according to the schedule applied to members of the certified bargaining unit.

- a. Employees who perform duties in positions designated by the District for extra duty compensation shall be paid an hourly wage equal to the state minimum wage in effect at the time of performance.
- b. Any hours worked in the performance of such an extra duty position that are in excess of forty (40) total work hours in the week (extra duty hours and regular position hours combined) shall be counted as overtime and paid at one and one-half times the hourly rate set forth in section a. above.
- c. Should the total hourly compensation received by the employee at the end of the extra duty assignment be less than the District's scheduled extra duty stipend for the position, the District will pay the employee the difference.
- d. The District will establish a limit on the total number of hours an employee may work in an extra duty so that the total hourly compensation for the extra duty position earned by the employee does not exceed the District's scheduled extra duty stipend for the position. An employee may not exceed the established maximum hours without advance approval of the District.
- e. Hours worked in an extra duty assignment shall not be counted toward an employee's proration for insurance purposes.

Extra Duty Position, Athletic Assistant: This position shall be paid \$15.26 per hour. Like all extra duty positions, this position is contracted from year to year and therefore is not entitled to any additional benefits under this negotiated contract. If an employee who holds this position is an hourly wage earner and is entitled to overtime under state and federal guidelines, the parties agree to honor overtime pay above forty (40) hours per week.

25.4 Differentials:

- a. Behavior: Special education bus drivers and school bus attendants who transport children who attend the high behavior needs programs (i.e. Structured Support, Lifeskills Programs, and Communication Classrooms) will receive a 2% differential when transporting these students to and from these high behavior need programs. This percentage will be in addition to the 2% that special education drivers currently receive for driving special needs routes.
- b. Bilingual: Any employee who has passed the GAPS District vetting process for oral language proficiency in a language other than English will be eligible for additional compensation under this article if:

1. The employee is designated for interpretation duties by the building principal or supervisor based upon the needs of that assignment.
2. The employee uses these language skills in the performance of their job with the approval of the principal or supervisor.

Upon performance of these tasks, the employee will be eligible to receive a two (2) percent differential in addition to their normal wage.

- c. Food Service: Food service assistants, including van drivers, cook managers, and assistant cook managers in base kitchens shall receive an extra 3% in addition to their regular salary rates. Food service assistants at elementary schools with at least 10 hours of daily FSA time who the District designates as a lead worker (designating and directing work of others) shall receive a 2% differential in addition to their regular wage. FSA's at elementary schools with less than ten (10) hours of daily FSA time who the District designates as lead worker shall receive a 1 % differential in addition to their regular wage.
- d. Lead Night Custodian: When more than one custodian works after the head custodian shift at the high school, one will be designated by the district as "lead". The lead custodian will be paid a 2% differential for time worked after the end of the head custodian's shift while other workers are present during the school year. During non-school times (i.e. winter and spring breaks, summer), the differential is only paid on days the head custodian does not work at all. No employee shall receive out of class pay and the 2% differential concurrently.
- e. Elementary Lead Custodian: Elementary custodians working in buildings with significant facility usage, large square footage, and supervision of other custodian(s) will be administratively designated as the Lead Custodian (i.e. Meadow Ridge and Oak Grove). The Lead Custodian will be paid a 2% differential.
- f. Shift differential: When any employee is required to work regularly after 6:00 p.m. for a period of four calendar weeks, that employee shall be paid an extra 3% in addition to their regular salary rate for all time worked after 6:00 p.m. or before 6:00 a.m.
Employees who, as of October 1, 2005, were required to work regularly after 5:00 p.m. shall continue to be paid an extra 3% in addition to their regular salary rate for all time worked after 5:00 p.m.

25.5 Out of Classification Work-Higher Classification: An employee temporarily assigned by the District to replace an absent employee who is in a higher classification shall be considered working out of classification. An employee required to work out of classification for two (2) or more hours per day for more than five (5) days will be entitled to the rate of pay that is the comparable step in the new classification range which provides a salary one (1) step higher than that previously received or the first step of the new classification range, whichever is greater, from the first day of the assignment.

However, if a person is on the longevity step of the salary schedule, it will be calculated by multiplying the 1.04 times the fifth step on the classification the person had been on. The employee will then be placed on the salary schedule for the new job at the step that provides at least a 4% increase. To that salary will be added the longevity amount (calculated by figuring the dollar amount of the double bump in that classification) and this longevity amount will continue to be added as the employee moves across the schedule. When the employee reaches the fifth step of that schedule, the next year they will move on to the longevity step.

When a person is being paid at a higher classification rate because of out of classification duties, any paid holidays that fall within that time period should be paid at the rate that the person was getting during the period of the holiday.

For example, a custodian that works as a maintenance person during the month of December and for the first part of January would receive maintenance pay for the Christmas and New Year paid holiday. This is based on the fact that the pay before and after the holiday was as a maintenance person.

25.6 Out of Classification Work- Lower Classification: The parties understand that from time to time employees may be assigned duties, temporarily, from a lower classification. However, if these duties continue for two (2) calendar months or more the employees may:

- a. Request a meeting with the supervisor making the assignments of the duties in question, to obtain an explanation as to why the duties were assigned;
- b. Make suggestions to the supervisor, either in a meeting or in writing, as to alternative ways of providing for those duties to be performed;
- c. Request additional training to assist in the performance of those duties; and/or
- d. Request that their performance of those duties be noted in their personnel file. An

employee shall not receive less pay for assignments in lower classification duties.

This section does not apply to current positions or new positions whose original composition was a combination of job duties from more than one classification or situations where demotion or downward reclassification has occurred (see section 25.716). This section does apply to positions where no additional hours can be added to provide an additional service.

25.7 Pay Advance and Pay Draws: Each employee has the opportunity to submit up to a total of three (3) requests for a pay advance and/or draw each year; no more than one request per month. (Note: Not three advance requests and three draw requests.)

- A pay advance request would occur for the 10th of the month.
- A pay draw request would occur for the 15th and 20th of the month.
- One emergency request after the 20th in the lifetime of the employee. The emergency advance would count towards one (1) of the three (3) requests per year.

The District has an established procedure of issuing paychecks once a month. The District recognizes that occasionally an employee will have a financial emergency that may necessitate a payroll advance/draw. The following guidelines will be followed:

- a. An employee wanting a payroll advance/draw needs to submit the District Pay Advance/Draw Form by 1:00 PM to the District Business Office:
 - For a pay advance, submit the form by 1:00 PM by the 10th of the month. The District will process to be paid out on the 11th or the next business day.

- For a pay draw, submit the form by 1:00 PM on the 15th, to be paid out on the 16th or the next business day; or, submit the form by 1:00 PM on the 20th, to be paid out on the 21st or the next business day. Payment will be disbursed the following day, contingent upon your financial institution.
- b. Three (3) draws/advances may be requested per year via submission the same form for all employees.
- c. In agreement, the District will pay out up to one-half of the employee's monthly net wages per request.
- d. Payroll advances will be limited to one a month, and three (3) advances within a 12 month period. Except for twelve (12) month employees, no pay draws will be allowed in July or August.

25.8 Pay Steps Language: Newly hired employees will normally be placed at the first step on the salary schedule for their designated classification. However, if an employee has prior experience in a similar position, the District may place an employee on step in accordance with their experience. Hiring managers will recommend step placement to be authorized by Human Resources Administration. Employees will be allowed a lookback period to 7/1/2020 to provide the district with verification of step placement correction based upon prior experience not compensated for. The employee is responsible to initiate the step advancement based upon document of experience and a written verification from the employees' supervisor. Step advancement is not eligible for retroactive payments.

Beginning with the first of the fiscal year following six months of employment, employees shall progress one horizontal step on the salary schedule if performance has been satisfactory and they are continuing employment with the District.

Employees advanced to a higher paying job will be placed on the lowest salary step in the applicable range which will give them at least a 4% increase and will continue to receive normal step adjustments.

Employees who are reemployed into the same classification after a break in service (such as retirement or resignation) will be placed on a step that reflects their years of District experience in that classification.

All other conditions of the contract dealing with probation, advancement, etc. will apply to each new classified employee regardless of the initial placement on the salary schedule.

In order to be eligible for a step on the salary schedule, an employee must have worked one-half of the days of their work calendar for that year. Unpaid leave days do not count as days worked. Paid leave days do count as days worked.

When an employee is hired for additional hours in a classification with a rate of pay lower than that of the classification in which the employee is currently working, the employee shall be placed on the salary schedule for those additional hours in the following manner:

- a. If the employee has no prior experience within the category, then the placement will be at Step 1.
- b. If the employee has prior experience in the category, then they will be placed on the step of the schedule that matches the total amount of category experience.

25.9 Paychecks: Employees hired after July 1, 2010 will be required to receive their pay through direct

deposit. A summary of salary paid will be emailed to employees who are using direct deposit. If an employee does not have email access, they will need to make arrangements with the business office for an alternative means to receive a monthly pay summary.

Regardless of the option chosen, the employee cannot change their selection until the following school year. If an employee chooses the twelve (12) equal pay check option, then insurance payments will be taken out in equal increments from each month's check. For those employees selecting ten (10) equal paychecks, the insurance payment will be deducted according to Article 26.3.

Employees will receive their paychecks on the 25th of each month, or the previous workday if the 25th falls on a weekend or holiday.

Employees who work less than 200 days per year, may elect to have their salary divided into 10 equal paychecks. To be provided the 10 month pay option, employees must notify Human Resources in writing prior to September 15 of each year.

All employees not electing to receive their pay in 10 equal checks, will receive their pay in 12 equal payments. Balance of contract payments (July and August paychecks) will be paid via direct deposit in June, therefore, employees will receive their June, July, and August direct deposit payments in June.

Employees will have the option to notify the district in writing, prior to September 15 of each year, their preference to receive paper checks for the following July and August balance of contract paychecks. The district will hold the checks until the following July and August pay dates, at which time, the district will mail the employee checks.

12 month employees: Employees who work July through June will receive one direct deposit payment each month.

11 month employees: Employees who work August through June will receive two payments in June unless they elect to have their July check held for them until July.

10 month employees: Employees who work September through June will receive three payments in June unless they elect to have their July and August checks held for them until July and August.

- 25.10 Probationary Period: A probationary period of six months' employment will be required of all new employees in the bargaining unit. During this period of probation an employee may be terminated. At the end of the probationary period the employee will be evaluated and advanced to permanent status or terminated.

The probationary period may be extended for up to three (3) months by mutual consent provided that the supervisor has discussed specific concerns regarding job performance with the employee prior to performing the formal evaluation at the end of the six (6) months.

An employee who applies and is selected for a different district position (outside of their current classification) shall serve a sixty (60) working day probationary period in that new position. Should the District perceive performance concerns during the probationary period the employee will be provided with a letter of expectations which will include training options provided by the District. If the performance does not satisfactorily improve the District may return the employee to their previously held position. In this case there will be nothing included in the employee's personnel file regarding the performance related reasons why the employee did not successfully complete the probationary period. The employee may also return to their previously held position at any time during the probationary period if requested by the employee and agreed to by the

supervisor.

The employee's previously held position will not be permanently filled until the conclusion of the probationary period. With mutual agreement between employee and supervisor, the probationary period may conclude prior to expiration of the sixty (60) working days. This will allow the district to then permanently fill the vacated position.

Movement from one classification to another within the Assistants Category shall not be subject to this language and changes in positions shall be governed by existing contract language.

- 25.11 Severance: Beginning July 1, 2002 the District will provide a severance pay for bargaining unit members. To be eligible an employee must have 30 years in PERS regardless of age or shall be retiring from the District at age 55 or older. The severance pay shall be calculated at \$15 for every unused sick leave day (one (1) sick day is equivalent to six (6) six leave hours) up to 150 days.
- 25.12 Spray license: When an employee is assigned to spray under the license of a licensed pesticide/herbicide sprayer, that licensed pesticide/herbicide sprayer will receive an annual stipend of \$500. This stipend is compensation for those months that pesticide/herbicide spraying is performed.
- 25.13 Employee Overpayment: Whenever an employee has received an overpayment, the following steps will occur:
- 1) The District shall provide documentation of the amount and the sources of the overpayment and a proposed repayment plan.
 - 2) The District will meet with the Association and the impacted employee upon request by the employee or the Association.
 - 3) The District and Association will negotiate the terms of the repayment and provide those terms to the employee in writing.
 - 4) If no negotiated agreement is reached regarding terms for repayment, this does not prohibit the District from taking other steps, under the law, to recover overpayments where no negotiated agreement is reached, such as action in small claims court.
- 25.14 Summer Pay –Food Service: Food service workers employed during the summer months shall be paid at the FSA rates specified on the salary schedule. The food service lead workers shall be paid at the assistant cook manager wage. These positions will be posted. As of July 1, summer food service workers shall receive their normal step on the salary schedule.
- 25.15 Timesheet Changes: The District will put into place written guidelines for buildings and the District office on how to communicate changes made on timesheets that have been turned into the District.
- 25.16 Voluntary Reductions/Demotions/Bumping: When an employee is moved to a lower paying classification as a result of a demotion, a voluntary request of the employee, or through bumping into a lower paying classification as a result of reduction in force, the employee shall be moved into the new pay range at the step that reflects total District experience. When an employee is moved to a lower paying classification as a result of a downward reclassification of the position, the employee will be placed on the new salary range at the step that is nearest the employee's current rate, but no less than the employee is currently earning. If the employee's rate before the reclassification is above the highest step in the new lower pay range, the employee shall receive no reduction in pay and no increase until future salary increases boost that step to a pay rate higher than that currently earned by the employee.

- 25.17 Fitness Memberships: All CDL holders, including School Bus Drivers, are subject to stringent physical fitness standards. In an effort to make it possible for all Greater Albany Public School (GAPS) employees who are required to maintain a CDL (as a result of the position they hold in the district) GAPS had made arrangements with local athletic clubs for reduced membership rates and GAPS will continue to subsidize the cost.

Employees who identify themselves as Greater Albany Public School District employees can sign-up at the Albany YMCA; SamFit in Corvallis, Lebanon or Albany; or at Anytime Fitness in Albany for an individual (not family) membership. The gym will bill the district directly for monthly fees.

Employees will be responsible for access card fees at the clubs that require them.

These are the current providers:

- YMCA
- Anytime Fitness (first two months will be payroll deducted upon signup)
- SamFit (Albany, Corvallis, and Lebanon locations)

Regardless of location GAPS agrees to pay \$10 of the monthly membership rate with the employee paying the balance of membership. Each eligible GA-ACE member who signs up agrees to have a monthly payroll deduction for the employee's portion of the membership cost. For employees who receive 10 checks, the deductions for the summer month's membership will be taken out of the last paycheck for the school year.

There will be three days during the year in which memberships can be added. Those dates are September 15 and January 15, and March 15. Written notice of cancellation must be made to the gym and GAPS. New employees will be eligible at the time of employment.

ARTICLE 26: INSURANCE

- 26.1 The District will provide insurance benefits to each employee in the bargaining unit, employed six (6) hours or more per day (30 hours a week). New Employees who have completed at least 10 working days during the month of hire, and who qualify for insurance benefits, will be provided the District's insurance contribution the following month.

- a. Employees who work four (4) hours to 5.99 hours shall receive 50% of the full package rate toward insurance. The balance shall be authorized by the employee as a payroll deduction. These employees shall have the option of 1) medical only, 2) the full insurance package, 3) waiving participation in the insurance, 4) medical and life and self pay on the disabilities insurance, or 5) buy the disabilities insurance and receive life.
- b. Employees of five (5) hours – eight (8) hours hired prior to September 1995, shall be grandparented into the eligibility for the full insurance program for the duration of their employment with the Greater Albany School District.
- c. If an employee working in one employment category is hired for additional hours in a

bargaining unit position outside of the original category during the school year (September 1 through June 1), and these additional hours cause their work hours to increase to six (6) or more, then the employee will receive insurance benefits at the reduced (50%) level for the school year in which they are hired into the additional hours. The following school year, if the employee remains at six (6) or more hours, the employee will receive the full insurance benefit. Employees who were hired for additional hours in another bargaining unit position outside their original category that put them at six (6) or more, prior to June 30, 2010 are grandparented in at the full benefit level.

- d. Bus Drivers, Special Needs Drivers, and Relief Drivers whose actual hours worked significantly exceeds the hours they are planned to work (within a single employment category) may receive delayed benefits on an annual basis if their actual work exceeds the six-hour per day requirement (as per Article 26.1). This provides a second path to establish and maintain benefits eligibility. Delayed benefits are not provided at the 50% level described in 26.1.a.

In summary, an employee who opts into the program and works the required hours to receive benefits in a given year would receive the associated benefits in the following year (and potentially sooner). Benefits continue so long as the employee continues to work as a Bus Driver, Special Needs Driver, or Relief Driver that qualifies for 50% benefits and requalifies annually. Benefits terminate when the employee no longer qualifies for 50% benefits or does not requalify annually. The following constitute the rules of the program:

- i. Employees must work in a position that qualifies for 50% benefits to participate in delayed benefits.
- ii. The threshold for the annual benefits will be determined by multiplying the number of contract work days (not including paid holidays) in the employee's work calendar by 6. For example, an employee with 175 work days in their calendar would need to work 1050 hours or more to be eligible for delayed benefits.
 1. If an employee is hired after December 31st they may not begin to establish eligibility until the beginning of their first full work year.
 2. Employees hired after the first day of school, but before December 31st, will have their threshold reduced by multiplying the number of working days in the full months elapsed since the beginning of the year. Using the same work calendar above, this means everyone hired through September 30 will use the same 1056 hour threshold. All employees hired in October would have a threshold of 930 hours (assuming 20 work days in September).
 3. Once an employee has established a threshold, it is fixed and there is no "margin of error."

- iii. Hours worked for training, in-service, and similar type of work does not count toward the threshold.
- iv. Hours worked in overtime count as one hour per hour worked, regardless of the rate of pay.
- v. **Hours driving for summer route programs or Trips starting on July 1 of the new fiscal year will count for the following year's total of drive time.**
- vi. All authorized paid leave (all types) counts towards meeting the threshold. All unpaid and/or unauthorized leave does not count. Paid holidays do not count toward meeting the threshold. They were excluded from calculating the threshold, so they are excluded from meeting it.
- vii. Paid inclement weather time counts toward meeting the threshold, but make up time does not since it would be "double counted".
- viii. Employees must declare their intent to pursue delayed benefits no later than September 30th each year, or within 30 days of hiring. This declaration must be made in writing and be provided to a Transportation supervisor by 5:00pm the last business day before the deadline. When an employee "opts in" to potentially earning delayed benefits, they acknowledge:
 1. Their time sheets will receive additional scrutiny to ensure any inaccuracies can be resolved in a timely manner.
 2. Once time sheets are signed by an employee and supervisor each month, they will not be revisited for the purposes of determining eligibility for delayed benefits.
 3. Participation in potential delayed benefits does not alter the way work is assigned to employees. Senior employees retain potential rights to claim additional work even if it prevents junior employees from meeting their threshold.
 4. Employees are individually responsible for tracking their progress toward their threshold and ensuring they complete the required work.
- ix. Once an employee has reached their threshold hours, benefits will begin the first day of the following month. They need not wait until the next year to begin receiving benefits.
- x. Employees must remain in a position that qualifies for 50% benefits and re-qualify for delayed benefits annually. If an employee does not re-qualify or leaves a position that qualifies for 50% benefits for any reason, benefits will revert to eligibility criteria described 26.1.a. If an employee loses eligibility for delayed benefits, previously-earned delayed benefits have no value.
- xi. New employees joining GAPS from other school districts may receive benefits upon hiring under this provision with approval from the Director of Human Resources. The intent of this provision is to enable new employees to transition to GAPS without a break in benefits when it is likely they qualify under this provision. The Director of Human Resources may approve a

supervisor's requests only when it is in the District's best interests and when they are able to independently verify the following conditions:

1. The supervisor believes it is more likely than not the employee will requalify at the end of their first year of employment. Consequently, new employees hired after December 31st are automatically ineligible.
 2. The employee was working in a similar classification at their previous school district
 3. The employee was receiving equivalent "full" benefits in their previous position.
- xii. An employee receiving benefits under Article 26 are eligible for the same benefits regardless of the method (traditional or delayed) used to qualify.
- xiii. An employee in the process of qualifying for delayed benefits may still receive immediate benefits under other provisions of the contract. Likewise, an employee receiving benefits due to temporary hours, as described in Article 26.2, could still progress toward delayed benefits the following year even if the temporary hours cease.
- xiv. An employee who is eligible for 100% benefits under Article 26.1 (meaning their scheduled route already exceeds 6 hours) may not voluntarily move to a shorter route and retain delayed benefits.

26.2 All coverage will be at the composite rate. The Association may elect for its eligible members to self-pay disability through payroll deduction.

Eligibility for the insurance benefits will be determined by the District based on the employee's regularly assigned hours of duty. All hours, both regular and temporary, shall apply towards insurance eligibility for regular employees. When an employee receives the extra temporary hour(s) then insurance will begin the month following the month in which they received the additional hours. A short term temporary assignment of hours that will last no longer than eight (8) weeks, shall not apply to this section.

The District contribution towards the insurance premiums shall be as follows:

- a. For the 2023/2024 School year, the monthly insurance cap will be increased by \$45 for employees of six (6) hours or more (or five (5) hours or more if part of the 2019 language that grandfathered the employee in). Employees between four (4) and six (6) will get half of the capped amount.

For 2024/2025 School year, the monthly insurance cap will be increased by \$50.00 per for employees of six (6) hours or more (five (5) hours or more if grandfathered according to this article) plus insurance dollars pooled as described below.

For 2025/2026 School year, the monthly insurance cap will be increased by \$50.00 per for employees of six (6) hours or more (five (5) hours or more if grandfathered according to this article) plus insurance dollars pooled as described below.

- b. The District will contribute \$25 per month to an employee's HSA (Health Savings Account) if the employee has a HSA-Compliant Medical Plan (provided the contribution would not exceed the legally allowed annual maximum contribution to the HSA).
- c. Pooling Insurance Dollars: If an employee of 6 hours or more (5 hours or more if grandfathered according to this article) opts out of insurance coverage for any of the plans and therefore does not use some or all of the District contribution per employee, or if the plan(s) selected by the employee does not equal the total amount of the District contribution for an employee, then 100% of the dollars shall be pooled for distribution. Beginning 2014-15 if an employee who is eligible for the full cap amount selects a HSA-Compliant Health Plan that does not equal the total amount of the District contribution for an employee, then the employee shall have the option of these dollars not being pooled but rather being contributed by the District to a HSA established by the employee. Any amount of the employer contribution that would exceed the legally allowed annual maximum contribution to the HSA would be pooled.

The amount of pooled dollars shall then be equally distributed to all employees of six (6) hours or more (five (5) hours or more if grandfathered according to this article) who are taking insurance, for the purpose of lowering employee out of pocket costs. If an eligible employee has no out of pocket costs, they shall not receive any of the pooled dollars.

The formula to determine the amount of money available for the pool shall be as follows:

Multiply the cap by the number of eligible employees to determine total amount of the District's maximum contribution obligation. Then (after enrollment) subtract the actual premium cost. One hundred percent is what is available for the pool.

Should an employee who is eligible for the full cap amount opt out of the insurance coverage and receive insurance through the Oregon Insurance Exchange for which they qualify for a subsidy, any penalty paid by the District directly related to this employee will be deducted from the pool.

The Association may discontinue application of pooling dollars with ninety (90) days notification to the District.

d. The Association shall retain the right to select carrier and plans of the insurance benefits, except that the District reserves the right to name one plan that will be made available. In planning the insurance coverage the Association can (to the extent allowed by state and federal law):

1. Reduce the level of coverage or the number of programs provided.
2. Elect to payroll deduct disability insurance.
3. Change to a different carrier.
4. Payroll deduction will be allowed for any premium in excess of the capped amount.

- 26.3 In order to reduce the impact in the May and June paycheck, the July and August out of pocket insurance costs for employees will be spread over the March, April, May, and June paychecks.
- 26.4 Changes in dependency coverage will be made according to carrier rules. Carriers typically allow changes during open enrollment periods and when there are major life changing events.
- 26.5 Should the District have the option of selecting a short or long term disability carrier, or group life insurance carrier, the Association will provide representation on the District Insurance Committee, which will review available plans for disability insurance and for the group life insurance only and make recommendations prior to the renewal of contracts annually.
- 26.6 The District shall continue its insurance contributions for employees on leave without pay as a result of a compensable, work-related illness or injury as follows:
- a. In order to be eligible for District-paid premiums, such employees must have at least three (3) years seniority and must have had, at the time of illness/injury, at least one-half the accruable sick leave (i.e., fifteen days for ten month employees with three years seniority).
 - b. Such eligible employees shall be allowed the following benefit: three (3) years seniority - one month District contribution; five (5) years seniority - two (2) months District contribution; ten (10) years seniority - three (3) months District contribution.
- 26.7 Spouses or domestic partners (as permitted by carrier rules) of retired employees who are paying for and receiving two-party medical insurance shall be eligible for continued participation in the insurance group even though the spouse has reached age sixty five (65).
- 26.8 When an individual works for the District both as a classified and certified employee, the insurance shall be handled in the following manner:
- a. If the majority of time worked is certified, then the certified insurance package shall apply. If the majority of time worked is classified, then the classified insurance package shall apply.
 - b. If the total time worked for the District is full time, then the District shall pick up the cost of the premium based on whichever insurance package is being applied and the terms of the contract.
 - c. If the total time worked for the District is not full time, then the pro-rate contract provisions shall apply. The applicable contract shall be the one which contains the insurance package to be used.
 - d. If the employee serves an equal amount of time as a classified and certified employee for the District, the employee may select the contractual insurance program which best suits their needs.
- 26.9 Domestic partners (as permitted by carrier rules) will be permitted to enroll in the negotiated insurance plan.
- 26.10 Employee Assistance Program (EAP): The District EAP will not be eliminated until the issue is presented to the District/Association Insurance Committee for their recommendation. EAP benefits will always be available to classified employees as long as they are available to other employees as well.

26.11 In an effort to maximize the value of District insurance related expenditures, the Greater Albany Public Schools and Greater Albany Association of Classified Employees (GA-ACE) agree to the following:

Classified employees who are .75 FTE (6 hours) or greater who meet all the requirements established by OEGB to opt out of coverage and who remain covered in an Affordable Care Act compliant employer sponsored group medical plan are eligible for a District contribution into a Standard HRA established for the classified employee. If they are unable to have a Standard HRA, they can instead opt to have the contribution made to a Limited Coverage or Post-Separation HRA, or to the subscribing employees HSA (any district contribution that would exceed IRS HSA limits would revert to the classified insurance pool). The amount of the contribution shall be based on what insurance benefits are opted out of:

1. All classified employees will receive Life, (and self-pay Disability) insurance as per the classified employee agreement regardless of opt out status.
2. If an eligible classified employee opts out of all other insurance, then the District shall contribute \$570.
3. If a classified employee opts out of medical and dental, the District shall contribute \$545.
4. If a classified employee opts out of medical and vision, the District shall contribute \$470.
5. If a classified employee opts out of just medical, the District shall contribute \$445.
6. The HRA contribution will be contributed for each month insurance *is* waived.

7. Remaining classified employee insurance cap dollars after all District-paid insurance and the HRA contribution are deducted will be pooled for distribution. The amount of pooled dollars shall be equally distributed to all .75 FTE (6 hours) or greater classified employees who are taking insurance. If an employee is eligible to receive pooled dollars, but has no out of pocket insurance costs, the difference will not be provided as a cash payout to the employee.

The above mentioned items shall be subject to law and carrier requirements.

ARTICLE 27: STRIKES/LOCKOUTS

- 27.1 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, unlawful picketing, or any other restriction of work during the term of this Agreement. The Association recognizes and agrees that disciplinary action, including discharge or action for damages, may be taken by the District against any employee or employees engaged in a violation of the provisions of this Article.
- 27.2 In the event of a strike or other work action by a bargaining unit member or members, the Association will make every effort to secure an immediate and orderly return to work. 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.
- 27.3 When schools are in operation during the term of this Agreement, the District shall not, as a result of a dispute with this Association or any other labor organization, deny employment (lock out) to any members of the Association or to any employee covered by the terms of this Agreement.
- 27.4 Subsections 27.1 and 27.2 above do not apply in any case where after notice from the District the Association has demanded to bargain over a change in mandatory conditions during the term of this agreement, and where, after the ninety (90) day period of expedited bargaining provided in ORS 243.698, the District has announced its intention to unilaterally implement the proposed change.

ARTICLE 28: SEPARABILITY OF PROVISIONS

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

ARTICLE 29: FUNDING

- 29.1 The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens or action of the Oregon Legislature.
- 29.2 All such compensation is, therefore, contingent upon sources of revenue and, where applicable, voter budget approval or legislative approval. The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment either in quantity or length of service in the bargaining unit covered by this Agreement. The District agrees to include in its budget request amounts sufficient to fund the rates of compensation provided by this Agreement, but makes no guarantee

as to passage of such budget request or voter approval thereof or a sufficient level of funding from the Oregon legislature or other revenue sources.

- 29.3 No member of the bargaining unit shall be entitled to any nonaccrued economic benefits for any period of time not worked as a result of school closures.

ARTICLE 30: WAIVER AND CHANGES DURING THE TERM OF THE CONTRACT

- 30.1 The intent of this Agreement is to set forth the full and complete agreement between the parties on those matters pertaining to employment relations. Therefore, the Board and the Association each waive the right to bargain on any matter during the life of this Agreement. All matters not covered by this Agreement shall continue to be subject to the District's discretion and control.
- 30.2 If, during the life of this agreement, the District incurs a bargaining obligation under the Public Employees Collective Bargaining Law the Association will be advised in writing of any proposed change in the status quo of mandatory subjects prior to the implementation. The Association may put in a demand to bargain such changes. The parties shall comply with ORS 243.698 except as described in Article 4.
- 30.3 If either party wishes to bargain a change in this contract during the life of this agreement, both the Association and the District first must mutually agree to bargain the change and the tentative agreement will be reduced to writing and must be ratified by both parties. If either party refuses to bargain the contract shall not be changed.

At the time of the request to bargain and if both parties have mutually agreed to bargain, the District and the Association shall agree to timelines and the process under which they proceed. These ground rules shall be in writing and signed by both parties. The timelines shall be the maximum required by law unless both parties agree to extend the timelines. Mediation shall be included in the process as needed.

Upon request, if either party refused to open the contract, written reasons for the refusal shall be given.

ARTICLE 31: EXISTING CONDITIONS

- 31.1 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 understandings 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.

ARTICLE 32: GRIEVANCE PROCEDURE

32.1 It is the intent of this Article to provide a process for resolving alleged grievances involving members of the classified bargaining unit of the Greater Albany Public School District 8J.

32.2 Definitions

Employee: Any member of the bargaining unit of which GA-ACE is the exclusive bargaining agent.

Grievance: A claim by an employee, group of employees or the Association based on interpretation, application, or violation of this Agreement.

Aggrieved: The employee, the group of employees, or the Association, who is presenting the alleged grievance. If the Association files a grievance for the employee or group of employees, the employee or employees shall be named. However, on an individual grievance, the employee must follow Level I, Informal step of the grievance procedure.

Prior to the Association's filing a group grievance, at least one representative aggrieved employee must have preceded through Level I, Informal.

Involved

Supervisor: A person who is responsible for the supervision of the employee(s) on whose behalf the alleged grievance has been filed.

School Day: A working day for the employee except when a grievance process is not completed by the end of the aggrieved's work year. In that event, school days shall mean Monday through Friday.

Representatives: A person(s) who may speak for and/or advise the aggrieved.

Association: Greater Albany Association of Classified Employees.

32.3 General Provisions:

- a. There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use, or to refrain from using, this procedure for resolution of grievances, nor shall there be any restraint, interference, discrimination, or reprisal exerted on any witness or others who might be a party to, or contribute to, the solution.
- b. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall constitute acceptance of the decision rendered at that former level.
- c. Failure at any level of this procedure to communicate a decision in writing acceptable to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next level.
- d. The processing of grievances shall not interfere with the aggrieved's regular work responsibilities.
- e. Hearings shall be considered closed unless the parties agree otherwise.
- f. The aggrieved shall have the right to Association representation at all levels.
- g. The parties will, upon request, provide any reasonable factual information relating to the grievance.
- h. All documents, communication, and records dealing with the processing of grievances shall be filed separately from the personnel file of the aggrieved.

32.4 Levels of Procedure:

Level I: If the aggrieved believes that they have been adversely affected as a result of misinterpretation or misapplication of this Agreement, they shall within twenty (20) school days of the act of time they first had knowledge or reasonably should have had knowledge of such problem, whichever is later, do the following:

- a. Discuss the matter with their supervisor with the objective of resolving the matter informally.
- b. If the problem has not been resolved informally the aggrieved may file the grievance in writing with the principal or supervisor who has the authority to resolve the grievance. Such statement shall include the facts and contract articles involved, and the remedy requested.

Level II - Superintendent or Designee: If the aggrieved is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, it may be filed within five (5) school days with the Superintendent of Schools or designee for a decision. The Superintendent or designee shall be presented with all facts, documents, testimony, etc., pertinent to the specific grievances and have the discretion to arrange a hearing involving all parties.

Level III - Arbitration: If the aggrieved is not satisfied with the decision of the grievance at Level II, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved may request, in writing, that the Association submit the grievance to a. The Association may submit the grievance to arbitration, with a copy to the Superintendent, within ten days after receipt of the decision at Level II.

Arbitration, including the selection of an arbitrator, shall be in accordance with the rules and procedures of the American Arbitration Association. The arbitrator shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue the decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to add to, detract from, or in any manner modify the terms of this contract. The decision of the arbitrator shall be submitted to the District and to the Association and shall be final and binding on the parties.

The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the District and the Association. Any other expenses incurred including the cost of witnesses shall be paid by the party incurring same.

32.5 Additions:

- a. Time periods may be adjusted by mutual consent of the parties involved.
- b. Year-end Grievances: If a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- c. No issue 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.
- d. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party, the labor organization and all persons it represents to litigate or otherwise contest the appeal subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of a grievance in any court or other available form shall constitute agreed waiver of arbitration.

ARTICLE 33: EMPLOYEE'S RIGHTS

33.1 Employees shall have the right to join, organize, assist and participate in Association activities without interference, restraint or coercion. This section is subject to the grievance procedure; however, the final step shall be an appeal to the Employment Relations Board (Unfair Labor Practice) instead of arbitration.

33.2 If the district is going to continue use a video camera(s) during the school year, it shall post annually, by September 15, notification that a video camera(s) is being used. If the District is going to begin using a video camera(s) after September 15, it shall post notification at the site at least ten (10) business days prior to actual use. Postings are required to be displayed at all times at any site where video cameras are in use. Such posting is not required before use of a video camera if the District suspects criminal activity. The District shall provide the Association with copies of the postings within a reasonable time of the posting timelines.

If the District is going to use a video recorder for reasons concerning an employee, the employee will have the right to view the original video tape before being asked to respond to the issue.

33.3 Employees whose job assignment requires the carrying of a Global Positioning System (GPS) or similar locating device shall be given written notice that the device may be used for the purposes of tracking the employee's travel/location during the work day and that this data could be used as one piece of evidence, should the employee become subject of an investigation.

If data from a GPS/locating device is used as evidence in an investigation of an employee, this data must be corroborated by other evidence, preferably direct observation of the employee. Upon request, the employee under investigation shall be provided with a copy of the GPS/locating device data.

ARTICLE 34: REHIRING AFTER RETIREMENT

34.1 Classified employees who choose to retire during their contract year may be rehired to finish their contract year under the following conditions:

- a. The District will determine whether or not the employee will be rehired to finish the contract year. If the District chooses to rehire, they will notify the employee within 14 days of their application to be rehired. If the District chooses not to rehire, the employee may withdraw the resignation notice within ten (10) days of that notification.
- b. If selected to be rehired, the retiree would remain in the bargaining unit, but would have no rights to employment beyond the contract year in which they retired. Such employees will accrue seniority from their most recent hire date, however they will remain on their current salary step and maintain any insurance benefits they had (based on hourly eligibility).
- c. The employee may request to carry over up to seventy five (75) days of paid sick leave beyond their retirement date as allowed by ORS 332.507 unless they choose to reserve all sick leave to be used as a credit in calculating PERS benefits.

- 34.2 Employees who retire at the end of a contract year, but wish to return to work will be required to apply for employment just as any individual seeking employment at the beginning of a contract year with no assurances of that employment. If actually re-employed, the following conditions will apply:
- a. Placement on the salary schedule will comply with the negotiated agreement.
 - b. The employee may request to carry over up to seventy five (75) days of paid sick leave beyond their retirement date as allowed by ORS 332.507 unless they choose to reserve all sick leave to be used as a credit in calculating PERS benefits.
 - c. Employment status will comply with the negotiated agreement.
- 34.3 The employee will be fully responsible for completing all retirement arrangements with PERS including determining the date of retirement, retirement options, etc.
- 34.4 The District will not be responsible for monitoring work hours to ensure that the retired and then rehired employee does not exceed PERS or Social Security (FICA) limits. Furthermore, the District will not pay or incur any financial liability should the employees exceed PERS or FICA limits.
- 34.5 Any topic not covered in this Article will be subject to the requirements of the negotiated contract between the District and Association.

34.6

ARTICLE 35: RESIGNATIONS

- 35.1 Both the Association and the District will advise bargaining unit members that notice to the District of resignations should be a minimum of two weeks, but preferably four (4) weeks.
- 35.2 Resignations shall be in writing and submitted to the District Human Resources Department and the individual's immediate supervisor.
- a. Final payment of wages shall be made on the final day of the corresponding pay period for separation of service, other than termination.
- 35.3 The following should apply to insurance coverage in regards to resignations:
- a. If an employee retires mid-year but remains through the end of the school year as a temporary employee their insurance coverage will terminate June 30.
 - b. If an employee is a temporary employee their insurance shall terminate at the end of the month that employment ends.
 - c. If a regular employee resigns before the end of the school year their insurance will terminate at the end of the month that employment terminates.
 - d. If a regular 9, 10, or 11 month employee works until the end of the school year and resigns or retires, their insurance will end August 31.
 - e. If a regular 12 month employee resigns their insurance will terminate at the end of the month in which they resign.
- 35.4 For the insurance to continue until the end of the month as described in 35.3 b, c, or e, the employee needs to have worked at least half of the work days in that month.

ARTICLE 36: BUS DRIVING ASSIGNMENTS

36.1 Trip assignments

- a. Route drivers are eligible for trip assignments as described in the Bus Drivers Manual.
- b. Procedures for assigning trips will be published and distributed in the Bus Driver Manual.
- c. Route drivers, who are asked to take a trip assignment and give up their route as a result, will be paid at least the amount earned on their daily route.

36.2 Trip Drivers

- a. Trip Drivers will be included in assignments for trips with route drivers according to seniority.
 1. Employees may be hired into this position through the regular posting, interview, and hiring procedure.
 2. If the District decides to fill positions of trip driver, then regular drivers may compete for trip driver positions through the normal process of posting, interview, and selection.
 3. If a current route driver is hired into a Trip Driver position, they will bring route-driving seniority to the position for the purposes of assignment of trips. No additional route driver experience will be gained during the time spent as a Trip Driver. Route driver seniority will be frozen during the time the driver is a trip driver for use should they elect to return to route driving as per "7" below.
 4. Trip drivers will receive no insurance or leave benefits.
 5. Trip drivers will receive no guarantee of a minimum amount of hours.
 6. Trip Drivers who hold seniority as a route driver may return to route driver by participating in the process outlined in Section 36.4 of this agreement.
 7. Trip drivers must drive at least 175 hours each school year to hold their position and advance on the pay scale. The District may automatically "downgrade" a Trip Driver to a substitute driver. This has significant implications:
 - i. Substitute drivers are not members of the collective bargaining unit (CBA).
 - ii. The driver would immediately lose seniority (affecting all areas of the contract including both route and trip bidding eligibility) and step placement on the pay scale.
 - iii. Prior seniority is not restored if the driver rejoins the CBA.
 - iv. The change in status is administrative not punitive, nor is it a reflection of performance. This is a reflection that a minimal amount of participation is necessary to be considered an active member of the CBA.
 - v. In case where a Trip Driver has an extended involuntary absence (e.g.OFLA/FMLA eligible illness), the Transportation Supervisor will consider reasonable participation as one (1) hour per day the driver could have driven. This provision does not apply to voluntary absences (e.g. extended vacations).
 - vi. Trip Drivers with fewer than 175 hours may elect to bid into an open route (if available) by the provisions of the contract.

36.3 Type 10 Drivers

- a. Employees may be hired into the Type 10 position through the regular posting, interview, and hiring procedure.

- b. Current CDL drivers may be appointed as short-term substitute Type 10 for up to 30 calendar days by mutual consent with the Transportation Supervisor, if there is a need for additional Type 10 capacity. The intent of this provision is to allow CDL drivers to resolve administrative issues with the commercial licenses. Appointment to a temporary Type 10 position has no bearing on disciplinary actions (where appropriate) for lapsed CDL credentials.
- c. Individuals training to be bus drivers with GAPS may be appointed and employed as short-term Type 10 drivers for up to fourteen (14) days by mutual consent if there is a need for additional Type 10 capacity.
- d. Individuals employed as Type 10 Drivers for more than thirty (30) days must complete the prescribed GAPS physical capacity test and must retest every two (2) years until age 55 and annually thereafter.
- e. Type 10 Drivers will receive no insurance or leave benefits.
- f. Type 10 Drivers will receive no guarantee of a minimum of hours.
- g. The routes established for Type 10 routes shall not supplant traditional bus driver routes as per the status quo.
 - 1. When practical, students will be assigned to CDL drivers for home-to school transportation.
 - 2. In cases where assigning a student to a CDL driver would extend the requirement to staff the Transportation dispatch office, a Type 10 Driver may be used regardless of availability of a CDL driver.

36.4 Route Bidding Process

- a. Routes open during the summer (or after spring break as in e below) will be posted the first Friday in August. The Association will be allowed to comment on the route times at this time. Following the annual Transportation Back to School meeting any driver interested in changing routes must be present (or represented by a proxy from the Association who has written permission to act on their behalf) at the time designated by the Transportation Supervisor.
 - 1. Beginning with the most senior driver present, drivers may choose to vacate their route and choose one that is open. When a driver voluntarily bids a new route, their permanent time is adjusted to match the time of the route as offered.
 - 2. That driver's route will then be placed up for bid for the remaining less senior drivers.
 - i. If needed, the Transportation Supervisor may pause bidding and alter the open routes' time to align with operational needs before bidding continues.
 - ii. Due to the nature of Special Programs, the Transportation Supervisor may offer open SPED routes at the permanent time of the previous driver, at the time currently assigned to the route, or at six (6) hours (for routes anticipated to be benefitted) or an alternate amount for operational needs.
 - 3. This process will continue until each route is filled or all drivers have had an opportunity to select or decline a route. Remaining routes will be posted and selected applicants will be hired.
 - 4. In the event that a benefitted route is relinquished during the course of bidding,

at a time when there are no other open benefitted routes, bidding will pause and revert to the senior driver present who had not had an opportunity to bid on a benefitted route.

- i. Only drivers immediately available to participate in bidding will have a second opportunity to consider a route. Drivers who are not immediately available forfeit their rights under this provision.
 - ii. Bidding will only revert in seniority far enough to ensure all drivers had an opportunity to consider at least one benefitted route. This process is not intended to ensure drivers have an opportunity to consider every benefitted route; it is only intended to prevent a significant loss of financial opportunity through a fluke in the bidding process. Note: this is not different from the "usual" process. Each driver does not necessarily get an opportunity to claim every route.
- b. Bus routes that come open after the beginning of spring break each year may be filled by substitute drivers at the discretion of the Transportation Supervisor. These routes will be included in the August bidding as in (c) above.
- c. After August 2007 (route bidding process), if a driver who is receiving health insurance benefits (Article 26) receives an involuntary reduction in hours that would cause them to lose those benefits, there will be a thirty (30) day extension of eligibility.
- d. Any open routes will be posted and assigned based on seniority within their classification. Routes that come open during the school year will be posted and the Association notified of the opening for a duration of at least three (3) school days prior to assignment. The District may wait up to ten (10) school days before placing drivers into new routes in order to minimize disruption.
- e. Drivers with routes will have two (2) opportunities each year to change routes. One opportunity is for the driver to bid on available routes posted in August. In addition, drivers may successfully change routes once at any other time an available route is posted throughout the school year (Sept. - June).
- f. When additional route time (not whole route) becomes available, the Transportation Supervisor will offer it (based on layoff status and seniority) to drivers assigned to routes where the additional time could reasonably fit based on location and time. Once a driver accepts the time, it becomes part of that driver's route (i.e. it "belongs" to the route, not the driver). The driver's route time will be updated to reflect the added time.
- g. When portions of a route are not a daily assignment, then the work time would be averaged to calculate the paid holidays and paid leave accrual. However, actual hours would be paid depending on the day the leave occurred.
- h. McKinney-Vento. Due to its long term uncertainty, McKinney-Vento time never becomes permanent. While it may be used to replace permanent hours in a driver's route, it may not add to any driver's permanent time; it does not independently accrue paid leave; and (consequently) will not cause a route to become "newly benefitted".
- i. Packaged trips. The Transportation Supervisor may elect (but is not required) to identify reoccurring trips (e.g. swims and mentoring) and "package" them as additional route time. When elected, the package of trips would be assigned to a driver/route as describes in subparagraph (i) above.
- j. Newly Benefitted Routes. If a route increases in time so that it is six (6) hours or more and insurance becomes attached to that route, it shall be posted and rebid.

36.5 Layoff and Recall

- a. If during the final bidding a driver loses time in excess of thirty (30) minutes, they will be on layoff status.
- b. When a route comes open, the Transportation Supervisor can place a driver who is on layoff on that route if it is less than one (1) hour more than the driver had prior to layoff.
- c. A driver who did not have benefits prior to a layoff cannot be placed into a route that has benefits of six (6) hours or more).
- d. If the route that comes open is one (1) hour or more than the route the driver had prior to the layoff, or if it will put the driver into benefits when they previously did not have benefits, then the route must be posted.
- e. Special needs route drivers permanent time (used for purposes of determining layoff eligibility) is established when they are first hired for the route. Special needs drivers whose routes are short on time will not be considered to be in layoff until at least November 1 of each year. Time added or subtracted after November 1 of each year does not impact the driver's permanent time. Average actual hours worked from November 1 to May 30th of each year will be compared against their permanent time and the employee's permanent hours the following school year will be higher of the two numbers.
- f. After November 1st, Special Needs Drivers may exercise layoff rights by claiming the entire route of a junior driver with more time. They may not "pick and choose" segments or students to add to their existing route. Routes are a "package".

36.6 Charter Bus Rental

GAPS may consider the use of charter buses for specific pre-planned events and in cases where District capacity is insufficient to meet trip demand.

- a. Pre-planned trips:
 1. These rules apply to high school trips only. Requests for non-high school trips will be considered for approval by the Association.
 2. Schools will independently arrange charter buses for trips in this category. Only motor coaches selected from the Oregon Department of Education approved list of carriers may be considered.
 3. Minimum of 120 miles one way or be for "State-Level" competitions.
 4. Must be paid for using non-District funds.
- b. Insufficient capacity
 1. Schools will not independently charter buses in anticipation of insufficient capacity. These buses are arranged, when possible and appropriate, by the Transportation Department.
 2. Two (2) working days prior to travel, the Transportation Supervisor will review trip demand and anticipated driver availability to identify the lowest priority trips for possible chartering.

3. The Transportation Supervisor will identify the trip(s) for potential chartering and the estimated cost and the likely availability of eligible charter buses and forward this information to the Association, Business Office, and the school for consideration.
4. In cases where charter availability, funding, and educational value of a specific trip align, GAPS and the Association agree that charter services may be used. Fiscal and practical constraints will prevent charters from being used in every possible case.
5. In cases of insufficient capacity, motor coaches selected from the Oregon Department of Education's approved list of carriers or publically-owned school buses may be considered.
6. If the Transportation Supervisor charters a trip awarded through the bidding process, the provisions of the Bus Drivers Manual related to "Relinquished Trips" apply.

36.7 School Bus Driver Seniority

When the Transportation Supervisor elects to withhold bidding of routes as allowed by Article 36.4 b, individuals who begin serving as school bus drivers between the first day of spring break and the last day of school are considered substitute drivers until they bid on their first route the following school year.

- a. When this group of drivers bid, they will all have the same seniority date. Rather than drawing lots, seniority within this hire date will be determined by:
 1. The total number of days the individual served as a substitute driver during the previous school year as recorded in TimeClock.
 2. In cases where individuals have the same number of days (including zero for new drivers trained during the summer), seniority will be determined by the date the individual earned their Oregon School Bus Drivers Certificate.
- b. When drivers change or add classifications within Transportation, their category seniority date will be used to determine seniority whenever possible before "drawing lots".

APPENDIX A

Greater Albany SD 8J Board Policy

Code: GBM
Adopted: 8/11/80
Revised/Readopted: 3/12/01; 5/20/02; 4/27/15;
6/27/16
Orig. Code(s): BP 1721

Staff Complaints

It is the policy of the Board that employees who wish to comment on established policies, practices or procedures of the district have an opportunity to be heard. It is also in the best interest of employees and patrons of the district for the administration and the Board to have an opportunity to address internal issues promptly.

The superintendent or designee will develop a complaint procedure which will be available for all employees who believe there is evidence of, and wishes to report a violation, misinterpretation or inappropriate application of district personnel policies and/or administrative regulations; a mismanagement, gross waste of funds or abuse of authority, or believe there is evidence that the district created a substantial and specific danger to public health and safety by its actions. The complaint procedure will provide an orderly process for the consideration and resolution of problems in the application or interpretation of district personnel policies.

The complaint procedure will not be used to resolve disputes and disagreements related to the provisions of any collective bargaining agreement, nor will it be used in any instance where a collective bargaining agreement provides a dispute resolution procedure. Disputes concerning an employee's dismissal, contract nonrenewal or contract nonextension will not be processed under this procedure.

The following procedure is available to staff to resolve concerns not covered by existing grievance or other appeal procedures:

- Step 1 Discuss the concern with his/her immediate supervisor. Such meeting may be informal in nature but a written notation of the date, participants and points discussed may be kept by the supervisor in which event the employee will be furnished with a copy.
- Step 2 If satisfaction is not received, the employee may ask for a conference with the superintendent or designee. The supervisor may be asked to attend, at the discretion of the superintendent or designee. A written notation of this meeting may be kept by the superintendent in which event the employee will be furnished with a copy.
- Step 3 If the employee is still not satisfied, he/she may request consideration of the matter by the Board at a regular or executive meeting of the Board.

END OF POLICY

Legal Reference(s)

ORS 332.107
ORS 659A.199 to -659A.224

OAR 581-022-1720

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).

APPENDIX B

This Memorandum of Understanding is entered into between the Greater Albany Association of Classified Employees (Association) and the Greater Albany School District (District).

In recognition of the unique medical needs of certain students to whom the District provides services, both of the above parties agree to a pay differential to be granted to employees in the Personal Care Assistant category who must meet the following minimum qualifications and provide the following services as part of their job duties.

Qualifications: Licensed Practical Nurse (LPN) or Registered Nurse (RN), or named on Medical Protocols by an RN, as being trained to provide the nursing services listed below:

- Oral Suction Protocol (including back of the throat suctioning)
- Nasopharyngeal Suctioning Protocol
- MIC-Key Button Change Protocol

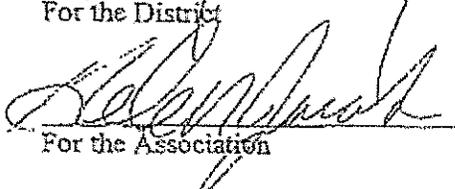
The agreed upon differential is 3% above the employee's current pay rate. The differential will be paid for those time periods that the employee is:

- Directly responsible for providing the above services to a student;
- On call to provide the above services if needed;
- Riding on the bus with a student who might require these services if there is not an LPN or RN also riding the bus
- Involved in training other employees to provide the above services.



For the District

Sept 27, 2010
Date



For the Association

Sept 15, 2010
Date

APPENDIX C

The Greater Albany Association of Classified Employees (GA-ACE) and the Greater Albany Public Schools (GAPS) agree to the following:

1. The District will annually review with all appropriate administrators the Teachers and Standards Practices Commission (TSPC) rules governing work that must be done only by a licensed employee to ensure that classified employees are not being assigned licensed work.
2. Administrators will review annually with teaching staff and classified staff assigned to instructional duties the TSPC rules governing work that must be done only by a licensed employee to ensure that classified employees are not being assigned licensed work.
3. A table outlining the TSPC rules will be created to use in these reviews.

For the District:

Don W. Baer 9-27-07
Date

For the Association:

James E. Allen 9/26/07
Date

APPENDIX D

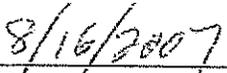
The following is a Letter of Understanding between the Greater Albany School District (District) and the Greater Albany Education Association (Association) regarding requirements set by Federal and/or State governments for Paraprofessionals assigned to schools designated as "Title Schools" and/or working in targeted programs receiving Title I funding.

The District and the Association agree that the current mandated requirements for these employees are higher than the requirements for classified employees not providing educational assistance in targeted or school-wide Title I programs and that these employees are currently being paid at the Special Education Assistant rate of pay. There is also agreement that locations of these programs within the District are subject to change which can create staffing issues at the new locations.

In recognition of the possibility of governmental changes in mandated employee requirements, as well as changes within the parameters of the programs themselves, the District and the Association agree to monitor the situation for significant change (e.g. an increase in the mandated education level of these employees). In the event that either party feels that there has been a significant change affecting these employees then a meeting(s) shall take place involving District and Association representatives to discuss the possible employment and economic impacts of these changes.



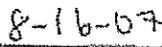
For the Association



Date



For the District

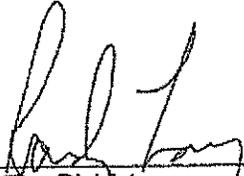


Date

APPENDIX E

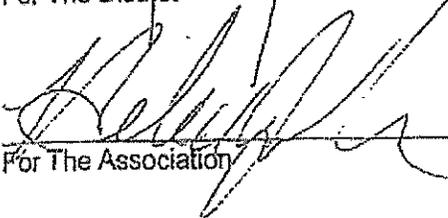
The following Memorandum of Agreement is hereby entered into by and between the Greater Albany Public School District (District) and the Greater Albany Association of Classified Employees (Association) for the purpose of setting forth the parties' agreement regarding the Oregon sick time law, ORS 653.601 *et. seq.*, with regards to the successor agreement to the 2015-16 GA-ACE/GAPS Collective Bargaining Agreement;

1. The parties agree that the sick leave benefits provided for in Article 20 of the collective bargaining agreement sufficiently meet or exceed those provided for in the Oregon sick time law, and as a result the District has met its obligations under that law in accordance with ORS 653.611 and 653.636.
2. While the Association reserves the right to enforce the provisions of the collective bargaining agreement, it will not initiate or support any grievance or other complaint by a bargaining unit member alleging a failure on the part of the District to adhere to the Oregon sick time law, or any grievance or other action alleging the collective bargaining agreement language does not meet the requirements of that law.
3. The parties agree that, in the event any portion of Article 20 does not comply with the Oregon sick time law, the District shall be entitled to act in a manner that ensures legal compliance and such action shall not be considered a violation of the contract or an unfair labor practice.



For The District

6/30/2016
Date



For The Association

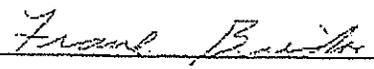
6/30/2016
Date

APPENDIX F

The Greater Albany School District (District) and the Greater Albany Association of Classified Employees (Association), in an effort to work collaboratively, do hereby agree to the following:

- The Transportation Department will create a non-standard calendar for an Auto Service worker that includes a 2.5 hour day on student days and 6 hours on non-student days. (Sample attached). The annual average for the position will be 3.5 hours per day.
- The custodial requirements at transportation will be incorporated into this position assigned to incumbents as appropriate by supervisors and / or lead employees. This may include after-hours duties.
- Retention in this position is contingent on maintaining a valid Oregon School Bus Driver's Certificate and concurrent assignment as a route driver (General or Special Education) actively working in a route between 4.0 and 5.5 hours.
- Current Transportation ASWs and Custodians may choose to opt -in to this new arrangement, or retain their current arrangement.
- This will be a 12-month position. Pay will be determined by adding the total number of hours planned for work during the school year and dividing by 12.
- Employees in this position will use the time clock to enable to Transportation Supervisor to verify their hours worked, but due to the complexity of the schedule, pay will not be calculated using a pay contract variance. Like other 12-month positions, any planned hours that are not worked must be covered by an appropriate form of paid leave or vacation. In the event an employee exhausts their paid leave / vacation, their pay would be docked for unpaid leave.
- This position would be eligible to accrue and use vacation. The accrued vacation could only be applied to the ASW position time. Normal contract language would be used to balance leave requests against operational needs if multiple ASWs requested overlapping leave / vacation days.
- Sick leave, paid and unpaid personal days, and paid holidays accrue as described in the contract and may be applied to the ASW position only.
- Due to driver constraints, the established leave policies for all drivers would apply equally to individuals holding this position.
- Individuals selected for this position would form the core of the summer auto service crew and would be employed 6 hours a day, 5 days a week throughout the summer to clean buses in preparation for Fall.
- For the remainder of the 2018/19 school year, and for any driver hired mid-year in the future, work performed in these positions during the first year will not be averaged. It will be "paid out" for each pay period. This will prevent any employee who vacates the position mid-year from receiving a deduction in their last paycheck.

This agreement shall not establish precedent.

	12-6-19
For the District	Date
	10/25/18

APPENDIX G-1

ASSISTANTS 2023-2024 SALARY SCHEDULED - 2.25% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ED ASSISTANT	14.36	14.79	15.23	15.69	16.16	16.64	17.14	17.66
SEA	15.94	16.44	16.94	17.46	17.99	18.53	19.08	19.66
LIBRARY ASST	15.94	16.44	16.94	17.46	17.99	18.53	19.08	19.66
CHILD CARE ASSISTANT1	14.36	14.79	15.23	15.69	16.16	16.64	17.14	17.66
CHILD CARE SPEC	16.35	16.86	17.37	17.89	18.42	18.98	19.55	20.13
LEAD CHILD CARE SPEC	19.45	20.05	20.65	21.27	21.91	22.57	23.24	23.94
PCA	17.91	18.47	19.02	19.59	20.18	20.78	21.41	22.05
LEAD SEA AT TLC	18.87	19.45	20.03	20.63	21.25	21.89	22.55	23.22
CAMP. SUPV. COORD	16.18	16.70	17.20	17.71	18.25	18.79	19.36	19.94
WORK EXP SPEC	18.46	19.02	19.59	20.18	20.78	21.41	22.05	22.71
Speech Lang Path Asst	24.71	25.50	26.27	27.05	27.87	28.70	29.56	30.45
AVID Tutor	13.80	14.22	14.64	15.08	15.54	16.00	16.48	16.98
Behavior Resource Asst	17.91	18.47	19.02	19.59	20.18	20.78	21.41	22.05
Beh Intervention Coord	27.22	28.05	28.91	29.77	30.67	31.59	32.53	33.51
SEA - BIC/SSC	24.71	25.50	26.27	27.05	27.87	28.70	29.56	30.45
Bilingual Asst	17.07	17.59	18.11	18.66	19.22	19.79	20.39	21.00
LPN	28.96	29.83	30.73	31.65	32.60	33.58	34.58	35.62
SEA-Communication	17.91	18.47	19.02	19.59	20.18	20.78	21.41	22.05

2023-2024 BUSINESS OFFICE - 2.25% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCT CLERK	16.18	16.70	17.20	17.71	18.25	18.79	19.36	19.94
ACCOUNTANT/PAYROLL SPECIALIS	30.60	31.54	32.49	33.47	34.47	35.50	36.57	37.67
BOOKKEEPER I	19.39	19.98	20.58	21.20	21.83	22.49	23.16	23.86
Bookkeeper II Hourly	22.60	23.29	23.99	24.71	25.45	26.22	27.00	27.81
Bookkeeper III Hourly	23.49	24.21	24.96	25.71	26.48	27.27	28.09	28.93
Bookkeeper IV Hourly	24.45	25.18	25.94	26.71	27.52	28.34	29.19	30.07
Bookkeeper V	25.13	25.89	26.66	27.46	28.29	29.14	30.02	30.92
Facility Use/Loss Cont	24.45	25.18	25.94	26.71	27.52	28.34	29.19	30.07

2023-2024 CUSTODIAL - 2.25% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN-HOURLY	17.82	18.37	18.93	19.49	20.08	20.68	21.30	21.94
Head Custodian MS Hourly	19.95	20.55	21.19	21.82	22.48	23.15	23.85	24.56
Head Cust HS Hourly	20.59	21.23	21.88	22.54	23.21	23.91	24.63	25.37
Custodial Specialist	21.93	22.63	23.31	24.01	24.73	25.47	26.24	27.03

2023-2024 FOOD SERVICE - 2.25% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
FOOD SERVICE ASST	\$14.52	\$14.96	\$15.40	\$15.87	\$16.34	\$16.83	\$17.34	\$17.86
VAN DRIVER	\$14.52	\$14.96	\$15.40	\$15.87	\$16.34	\$16.83	\$17.34	\$17.86
ASST COOK MGR	\$15.33	\$15.82	\$16.30	\$16.79	\$17.29	\$17.81	\$18.34	\$18.89
COOK MGR II & III	\$18.05	\$18.60	\$19.16	\$19.73	\$20.32	\$20.93	\$21.56	\$22.21
COOK MGR IIB	\$19.76	\$20.40	\$21.01	\$21.64	\$22.29	\$22.96	\$23.65	\$24.36
COOK MGR IIIB	\$20.80	\$21.43	\$22.09	\$22.75	\$23.43	\$24.13	\$24.86	\$25.60

APPENDIX G-2

2023-2024 SECRETARIAL - 2.25% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CLERICAL SPEC I Hourly	\$15.98	\$16.46	\$16.98	\$17.49	\$18.02	\$18.56	\$19.12	\$19.69
CLERICAL SPEC II Hourly	\$16.91	\$17.44	\$17.98	\$18.51	\$19.07	\$19.64	\$20.23	\$20.84
Comm Schools Coord	\$19.85	\$20.47	\$21.08	\$21.72	\$22.37	\$23.04	\$23.73	\$24.44
COUNSELING SEC/REGISTRAR II Hc	\$17.83	\$18.42	\$18.97	\$19.54	\$20.12	\$20.73	\$21.35	\$21.99
REGISTRAR III Hourly	\$19.09	\$19.67	\$20.26	\$20.87	\$21.50	\$22.14	\$22.81	\$23.49
SOM I Hourly	\$20.94	\$21.58	\$22.25	\$22.92	\$23.60	\$24.31	\$25.04	\$25.79
SOM II Hourly	\$20.94	\$21.58	\$22.25	\$22.92	\$23.60	\$24.31	\$25.04	\$25.79
SOM III Hourly	\$20.94	\$21.58	\$22.25	\$22.92	\$23.60	\$24.31	\$25.04	\$25.79
SEC I Hourly	\$18.46	\$19.02	\$19.60	\$20.19	\$20.80	\$21.42	\$22.06	\$22.72
SEC II Hourly	\$20.65	\$21.29	\$21.93	\$22.59	\$23.27	\$23.97	\$24.69	\$25.43
SEC III Hourly	\$22.87	\$23.57	\$24.30	\$25.03	\$25.78	\$26.56	\$27.36	\$28.18
BUSINESS TO SCHOOL Hourly	\$17.83	\$18.42	\$18.97	\$19.54	\$20.12	\$20.73	\$21.35	\$21.99
TRANSLATOR	\$20.74	\$21.38	\$22.02	\$22.68	\$23.36	\$24.06	\$24.79	\$25.53
Translator II	\$24.42	\$25.15	\$25.90	\$26.68	\$27.48	\$28.31	\$29.16	\$30.03
Bilingual Clerical	\$17.07	\$17.59	\$18.11	\$18.66	\$19.22	\$19.79	\$20.39	\$21.00

2023-2024 TECHNOLOGY - 2.25% COLA

POSITIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Net Tech Hourly	\$25.29	\$26.09	\$26.88	\$27.68	\$28.51	\$29.37	\$30.25	\$31.16
Computer Technician I	\$23.88	\$24.62	\$25.37	\$26.13	\$26.91	\$27.72	\$28.55	\$29.41
Lead Network Tech III	\$28.45	\$29.30	\$30.20	\$31.11	\$32.04	\$33.01	\$34.00	\$35.02
Network Tech II	\$27.24	\$28.07	\$28.92	\$29.78	\$30.68	\$31.60	\$32.55	\$33.52
Student Tech Assistant	\$14.75	\$15.20	\$15.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lead Network Engineer/Tech IV	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82	\$36.90

2023-2024 TRANSPORTATION - 2.25% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BUS DRIVER	\$19.57	\$20.18	\$20.79	\$21.41	\$22.06	\$22.72	\$23.40	\$24.10
SPECIAL NEEDS DRIVER	\$19.97	\$20.59	\$21.21	\$21.85	\$22.50	\$23.18	\$23.87	\$24.59
RELIEF DRIVER	\$20.34	\$20.96	\$21.59	\$22.24	\$22.90	\$23.59	\$24.30	\$25.03
DRIVER TRAINER	\$21.47	\$22.12	\$22.78	\$23.46	\$24.17	\$24.89	\$25.64	\$26.41
ASW HOURLY	\$19.17	\$19.75	\$20.37	\$20.98	\$21.61	\$22.26	\$22.92	\$23.61
MECHANIC II	\$24.60	\$25.35	\$26.11	\$26.90	\$27.71	\$28.54	\$29.39	\$30.27
MECHANIC III	\$25.81	\$26.62	\$27.44	\$28.29	\$29.17	\$30.08	\$31.01	\$31.94
LEAD MECHANIC	\$28.12	\$29.01	\$29.86	\$30.75	\$31.68	\$32.63	\$33.60	\$34.61
TOA	\$18.46	\$19.02	\$19.60	\$20.19	\$20.80	\$21.42	\$22.06	\$22.72
BUS ATTENDANT	\$17.11	\$17.63	\$18.16	\$18.70	\$19.26	\$19.84	\$20.44	\$21.05
Driver Dev Coord	\$22.85	\$23.54	\$24.26	\$24.99	\$25.74	\$26.51	\$27.31	\$28.13
Dispatch Router	\$21.30	\$21.95	\$22.61	\$23.29	\$23.99	\$24.71	\$25.45	\$26.21
Driver Spec Ed Diff	\$0.40	\$0.41	\$0.42	\$0.44	\$0.45	\$0.46	\$0.48	\$0.49
Attendant SPED Differential	\$0.34	\$0.35	\$0.36	\$0.37	\$0.38	\$0.39	\$0.40	\$0.41
Type 10 Driver	\$17.86	\$18.43	\$18.98	\$19.55	\$20.13	\$20.74	\$21.36	\$22.00
Type 10 Driver .50 Diff. - Leave Col	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LEAD ASW	\$20.71	\$21.34	\$21.99	\$22.65	\$23.33	\$24.03	\$24.75	\$25.50

APPENDIX G-3

2023-2024 WARE/GROUNDS/MAINTENANCE - 2.25% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Groundskeeper Hourly	\$18.50	\$19.06	\$19.64	\$20.23	\$20.84	\$21.46	\$22.11	\$22.77
Maintenance Entry Level	\$20.45	\$21.06	\$21.70	\$22.35	\$23.02	\$23.71	\$24.42	\$25.16
Maint 1	\$24.38	\$25.11	\$25.86	\$26.64	\$27.44	\$28.26	\$29.11	\$29.98
Maint 2	\$25.96	\$26.79	\$27.59	\$28.42	\$29.27	\$30.15	\$31.06	\$31.99
Maint 3	\$28.60	\$29.47	\$30.36	\$31.27	\$32.21	\$33.17	\$34.17	\$35.19
Courier Hourly	\$19.60	\$20.19	\$20.82	\$21.44	\$22.09	\$22.75	\$23.43	\$24.13
Maint 4	\$32.72	\$33.70	\$34.71	\$35.75	\$36.83	\$37.93	\$39.08	\$40.25
Maint 5	\$37.14	\$38.28	\$39.45	\$40.63	\$41.85	\$43.11	\$44.40	\$45.73
Maint 6/DDC Control Spec.	\$38.99	\$40.16	\$41.37	\$42.61	\$43.89	\$45.20	\$46.56	\$47.96

APPENDIX G-4

ASSISTANTS 2024-2025 SALARY SCHEDULE - 4% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ED ASSISTANT	15.38	15.84	16.31	16.80	17.31	17.83	18.36	18.91
SEA	17.10	17.62	18.16	18.71	19.27	19.85	20.44	21.06
LIBRARY ASST	17.10	17.62	18.16	18.71	19.27	19.85	20.44	21.06
CHILD CARE ASSISTANT1	15.38	15.84	16.31	16.80	17.31	17.83	18.36	18.91
CHILD CARE SPEC	17.54	18.06	18.60	19.16	19.74	20.33	20.94	21.57
LEAD CHILD CARE SPEC	20.85	21.48	22.12	22.79	23.47	24.17	24.90	25.65
PCA	19.21	19.78	20.37	20.99	21.62	22.26	22.93	23.62
LEAD SEA AT TLC	20.23	20.83	21.46	22.10	22.76	23.45	24.15	24.88
CAMP. SUPV. COORD	17.37	17.89	18.42	18.98	19.54	20.13	20.74	21.36
WORK EXP SPEC	19.78	20.37	20.98	21.61	22.26	22.93	23.62	24.33
Speech Lang Path Asst	26.52	27.32	28.14	28.98	29.85	30.75	31.67	32.62
Sign Language Interpreter	26.52	27.32	28.14	28.98	29.85	30.75	31.67	32.62
AVID Tutor	14.79	15.23	15.69	16.16	16.64	17.14	17.66	18.19
Behavior Resource Asst	19.21	19.78	20.37	20.99	21.62	22.26	22.93	23.62
Beh Intervention Coord	29.17	30.06	30.96	31.89	32.85	33.84	34.85	35.90
SEA - BIC/SSC	26.52	27.32	28.14	28.98	29.85	30.75	31.67	32.62
Bilingual Asst	18.29	18.84	19.40	19.99	20.59	21.20	21.84	22.49
LPN	31.02	31.96	32.91	33.90	34.92	35.97	37.04	38.16
SEA-Communication	19.21	19.78	20.37	20.99	21.62	22.26	22.93	23.62

2024-2025 BUSINESS OFFICE - 4% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCT CLERK	17.37	17.89	18.42	18.98	19.54	20.13	20.74	21.36
ACCOUNTANT/PAYROLL SPEC.	32.81	33.79	34.80	35.85	36.92	38.03	39.17	40.35
BOOKKEEPER I	20.78	21.40	22.04	22.71	23.39	24.09	24.81	25.56
Bookkeeper II Hourly	24.22	24.95	25.70	26.47	27.26	28.08	28.93	29.79
Bookkeeper III Hourly	25.18	25.96	26.74	27.54	28.36	29.22	30.09	30.99
Bookkeeper IV Hourly	26.19	26.97	27.78	28.62	29.48	30.36	31.27	32.21
Bookkeeper V	26.92	27.73	28.56	29.42	30.31	31.22	32.15	33.12
Facility Use/Loss Cont	26.19	26.97	27.78	28.62	29.48	30.36	31.27	32.21

2024-2025 CUSTODIAL - 4% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN-HOURLY	19.11	19.68	20.27	20.88	21.51	22.15	22.82	23.50
Head Custodian MS Hourly	21.37	22.03	22.69	23.38	24.08	24.80	25.54	26.31
Head Cust HS Hourly	22.08	22.76	23.44	24.14	24.87	25.61	26.38	27.17
Custodial Specialist	23.53	24.25	24.97	25.72	26.49	27.29	28.11	28.95

2024-2025 FOOD SERVICE - 4% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
FOOD SERVICE ASST	15.55	16.02	16.50	17.00	17.51	18.03	18.57	19.13
VAN DRIVER	15.55	16.02	16.50	17.00	17.51	18.03	18.57	19.13
ASST COOK MGR	16.45	16.95	17.46	17.98	18.52	19.08	19.65	20.24
COOK MGR II & III	19.34	19.92	20.52	21.14	21.77	22.42	23.10	23.79
COOK MGR IIB	21.21	21.85	22.51	23.18	23.88	24.59	25.33	26.09
COOK MGR IIIB	22.29	22.97	23.66	24.37	25.10	25.85	26.63	27.43

APPENDIX G-5

2024-2025 SECRETARIAL - 4% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CLERICAL SPEC I Hourly	17.12	17.66	18.19	18.74	19.30	19.88	20.48	21.09
CLERICAL SPEC II Hourly	18.14	18.69	19.26	19.83	20.43	21.04	21.67	22.32
Comm Schools Coord	21.29	21.93	22.59	23.26	23.96	24.68	25.42	26.18
COUNSELING SEC/REGISTRAR II Hourly	19.15	19.73	20.32	20.93	21.56	22.20	22.87	23.55
REGISTRAR III Hourly	20.46	21.07	21.71	22.36	23.03	23.72	24.43	25.16
SOM I Hourly	22.45	23.14	23.83	24.55	25.29	26.04	26.83	27.63
SOM II Hourly	22.45	23.14	23.83	24.55	25.29	26.04	26.83	27.63
SOM III Hourly	22.45	23.14	23.83	24.55	25.29	26.04	26.83	27.63
SEC I Hourly	19.78	20.39	21.00	21.63	22.28	22.94	23.63	24.34
SEC II Hourly	22.14	22.81	23.49	24.20	24.93	25.67	26.44	27.24
SEC III Hourly	24.51	25.28	26.04	26.82	27.62	28.45	29.30	30.18
BUSINESS TO SCHOOL Hourly	19.15	19.73	20.32	20.93	21.56	22.20	22.87	23.55
TRANSLATOR	22.24	22.90	23.59	24.30	25.03	25.78	26.55	27.35
Translator II	26.16	26.94	27.75	28.58	29.44	30.32	31.23	32.17
Bilingual Clerical	18.29	18.84	19.40	19.99	20.59	21.20	21.84	22.49

2024-2025 TECHNOLOGY - 4% COLA

POSITIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Net Tech Hourly	27.14	27.95	28.79	29.65	30.54	31.46	32.40	33.38
Computer Technician I	25.61	26.38	27.17	27.99	28.83	29.69	30.59	31.50
Lead Network Tech III	30.48	31.41	32.36	33.33	34.33	35.36	36.42	37.51
Net Tech II	29.19	30.07	30.98	31.90	32.86	33.85	34.86	35.91
Student Tech Assistant	15.81	16.31	0.00	0.00	0.00	0.00	0.00	0.00
Lead Network Engineer/TechIV	32.14	33.10	34.09	35.12	36.17	37.25	38.37	39.52

2024-2025 TRANSPORTATION - 4% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BUS DRIVER	20.99	21.62	22.27	22.94	23.63	24.33	25.06	25.82
SPECIAL NEEDS DRIVER	21.42	22.06	22.72	23.40	24.10	24.83	25.57	26.34
RELIEF DRIVER	21.80	22.45	23.13	23.82	24.54	25.27	26.03	26.81
DRIVER TRAINER	23.00	23.69	24.40	25.13	25.89	26.66	27.46	28.29
ASW HOURLY	20.54	21.18	21.82	22.47	23.15	23.84	24.56	25.29
MECHANIC II	26.36	27.16	27.97	28.81	29.68	30.57	31.48	32.43
MECHANIC III	27.68	28.54	29.42	30.34	31.29	32.25	33.22	34.22
LEAD MECHANIC	30.17	31.05	31.98	32.94	33.93	34.95	36.00	37.08
TOA	19.78	20.39	21.00	21.63	22.28	22.94	23.63	24.34
BUS ATTENDANT	18.33	18.88	19.45	20.03	20.63	21.25	21.89	22.55
Driver Dev Coord	24.48	25.23	25.99	26.77	27.57	28.40	29.25	30.13
Dispatch Router	22.83	23.52	24.22	24.95	25.70	26.47	27.26	28.08
Driver Spec Ed Diff	0.43	0.44	0.45	0.47	0.48	0.50	0.51	0.53
Attendant SPED Differential	0.36	0.37	0.38	0.39	0.41	0.42	0.43	0.44
Type 10 Driver	19.16	19.74	20.33	20.94	21.57	22.21	22.88	23.57
Type 10 Driver .50 Diff. - Leave Con	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LEAD ASW	22.19	22.87	23.56	24.27	24.99	25.74	26.52	27.31

2024-2025 WARE/GROUNDS/MAINTENANCE - 4% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Groundskeeper Hourly	19.82	20.43	21.04	21.67	22.32	22.99	23.68	24.39
Maintenance Entry Level	21.91	22.56	23.25	23.94	24.66	25.40	26.16	26.95
Maint 1	26.11	26.90	27.70	28.53	29.39	30.27	31.18	32.11
Maint 2	27.86	28.70	29.56	30.44	31.36	32.30	33.27	34.27
Maint 3	30.65	31.57	32.52	33.50	34.50	35.53	36.60	37.70
Courier Hourly	21.00	21.65	22.30	22.97	23.66	24.37	25.10	25.85
Maint 4	35.05	36.10	37.18	38.30	39.45	40.64	41.86	43.12
Maint 5	39.81	41.03	42.26	43.52	44.83	46.18	47.56	48.99
Maint 6/DDC Control Spec	41.77	43.02	44.31	45.64	47.01	48.42	49.88	51.37

APPENDIX G-6

ASSISTANTS 2025-2026 SALARY SCHEDULE - 3% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ED ASSISTANT	15.84	16.31	16.80	17.31	17.83	18.36	18.91	19.48
SEA	17.61	18.15	18.71	19.27	19.85	20.44	21.06	21.69
LIBRARY ASST	17.61	18.15	18.71	19.27	19.85	20.44	21.06	21.69
CHILD CARE ASSISTANT1	15.84	16.31	16.80	17.31	17.83	18.36	18.91	19.48
CHILD CARE SPEC	18.06	18.60	19.16	19.74	20.33	20.94	21.57	22.21
LEAD CHILD CARE SPEC	21.48	22.12	22.79	23.47	24.17	24.90	25.65	26.42
PCA	19.78	20.37	20.99	21.62	22.26	22.93	23.62	24.33
LEAD SEA AT TLC	20.83	21.46	22.10	22.76	23.45	24.15	24.88	25.62
CAMP. SUPV. COORD	17.89	18.42	18.98	19.54	20.13	20.74	21.36	22.00
WORK EXP SPEC	20.37	20.98	21.61	22.26	22.93	23.62	24.33	25.06
Speech Lang Path Asst	27.32	28.14	28.98	29.85	30.75	31.67	32.62	33.60
Sign Language Interpreter	27.32	28.14	28.98	29.85	30.75	31.67	32.62	33.60
AVID Tutor	15.23	15.69	16.16	16.64	17.14	17.66	18.19	18.73
Behavior Resource Asst	19.78	20.37	20.99	21.62	22.26	22.93	23.62	24.33
Beh Intervention Coord	30.04	30.96	31.89	32.85	33.84	34.85	35.90	36.97
SEA - BIC/SSC	27.32	28.14	28.98	29.85	30.75	31.67	32.62	33.60
Bilingual Asst	18.84	19.40	19.99	20.59	21.20	21.84	22.49	23.17
LPN	31.96	32.91	33.90	34.92	35.97	37.04	38.16	39.30
SEA-Communication	19.78	20.37	20.99	21.62	22.26	22.93	23.62	24.33

2025-2026 BUSINESS OFFICE - 3% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCT CLERK	17.89	18.42	18.98	19.54	20.13	20.74	21.36	22.00
ACCOUNTANT/PAYROLL SPEC.	33.79	34.80	35.85	36.92	38.03	39.17	40.35	41.56
BOOKKEEPER I	21.40	22.04	22.71	23.39	24.09	24.81	25.56	26.32
Bookkeeper II Hourly	24.95	25.70	26.47	27.26	28.08	28.93	29.79	30.69
Bookkeeper III Hourly	25.94	26.74	27.54	28.36	29.22	30.09	30.99	31.92
Bookkeeper IV Hourly	26.97	27.78	28.62	29.48	30.36	31.27	32.21	33.18
Bookkeeper V	27.73	28.56	29.42	30.30	31.22	32.15	33.12	34.11
Facility Use/Loss Cont	26.97	27.78	28.62	29.48	30.36	31.27	32.21	33.18

2025-2026 CUSTODIAL - 3% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN-HOURLY	19.68	20.27	20.88	21.51	22.15	22.82	23.50	24.21
Head Custodian MS Hourly	22.01	22.69	23.38	24.08	24.80	25.54	26.31	27.10
Head Cust HS Hourly	22.74	23.44	24.14	24.87	25.61	26.38	27.17	27.99
Custodial Specialist	24.24	24.97	25.72	26.49	27.29	28.11	28.95	29.82

2025-2026 FOOD SERVICE - 3% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
FOOD SERVICE ASST	16.02	16.50	17.00	17.51	18.03	18.57	19.13	19.70
VAN DRIVER	16.02	16.50	17.00	17.51	18.03	18.57	19.13	19.70
ASST COOK MGR	16.94	17.46	17.98	18.52	19.08	19.65	20.24	20.85
COOK MGR II & III	19.92	20.52	21.14	21.77	22.42	23.10	23.79	24.50
COOK MGR IIB	21.85	22.51	23.18	23.88	24.59	25.33	26.09	26.87
COOK MGR IIIB	22.96	23.66	24.37	25.10	25.85	26.63	27.43	28.25

APPENDIX G-7

2025-2026 SECRETARIAL - 3% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CLERICAL SPEC I Hourly	17.63	18.19	18.74	19.30	19.88	20.48	21.09	21.72
CLERICAL SPEC II Hourly	18.69	19.26	19.83	20.43	21.04	21.67	22.32	22.99
Comm Schools Coord	21.93	22.59	23.26	23.96	24.68	25.42	26.18	26.97
COUNSELING SEC/REGISTRAR II Ho	19.73	20.32	20.93	21.56	22.20	22.87	23.55	24.26
REGISTRAR III Hourly	21.07	21.71	22.36	23.03	23.72	24.43	25.16	25.92
SOM I Hourly	23.12	23.83	24.55	25.29	26.04	26.83	27.63	28.46
SOM II Hourly	23.12	23.83	24.55	25.29	26.04	26.83	27.63	28.46
SOM III Hourly	23.12	23.83	24.55	25.29	26.04	26.83	27.63	28.46
SEC I Hourly	20.37	21.00	21.63	22.28	22.94	23.63	24.34	25.07
SEC II Hourly	22.80	23.49	24.20	24.93	25.67	26.44	27.24	28.05
SEC III Hourly	25.25	26.04	26.82	27.62	28.45	29.30	30.18	31.09
BUSINESS TO SCHOOL Hourly	19.73	20.32	20.93	21.56	22.20	22.87	23.55	24.26
TRANSLATOR	22.90	23.59	24.30	25.03	25.78	26.55	27.35	28.17
Translator II	26.94	27.75	28.58	29.44	30.32	31.23	32.17	33.13
Bilingual Clerical	18.84	19.40	19.99	20.59	21.20	21.84	22.49	23.17

2025-2026 TECHNOLOGY - 3% COLA

POSITIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Net Tech Hourly	27.95	28.79	29.65	30.54	31.46	32.40	33.38	34.38
Computer Technician	26.37	27.17	27.99	28.83	29.69	30.59	31.50	32.45
Lead Network Tech	31.39	32.36	33.33	34.33	35.36	36.42	37.51	38.63
Net Tech II	30.07	30.98	31.90	32.86	33.85	34.86	35.91	36.99
Student Tech Assistant	16.29	16.80	0.00	0.00	0.00	0.00	0.00	0.00
Lead Network Engineer/TechIV	33.10	34.09	35.12	36.17	37.25	38.37	39.52	40.71

2025-2026 TRANSPORTATION - 3% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BUS DRIVER	21.62	22.27	22.94	23.63	24.33	25.06	25.82	26.59
SPECIAL NEEDS DRIVER	22.06	22.72	23.40	24.10	24.83	25.57	26.34	27.13
RELIEF DRIVER	22.45	23.13	23.82	24.54	25.27	26.03	26.81	27.62
DRIVER TRAINER	23.69	24.40	25.13	25.89	26.66	27.46	28.29	29.14
ASW HOURLY	21.16	21.82	22.47	23.15	23.84	24.56	25.29	26.05
MECHANIC II	27.15	27.97	28.81	29.68	30.57	31.48	32.43	33.40
MECHANIC III	28.51	29.40	30.31	31.25	32.22	33.22	34.22	35.24
LEAD MECHANIC	31.07	31.98	32.94	33.93	34.95	36.00	37.08	38.19
TOA	20.37	21.00	21.63	22.28	22.94	23.63	24.34	25.07
BUS ATTENDANT	18.88	19.45	20.03	20.63	21.25	21.89	22.55	23.22
Driver Dev Coord	25.21	25.99	26.77	27.57	28.40	29.25	30.13	31.04
Dispatch Router	23.52	24.22	24.95	25.70	26.47	27.26	28.08	28.92
Driver Spec Ed Diff	0.44	0.45	0.47	0.48	0.50	0.51	0.53	0.54
Attendant SPED Differential	0.37	0.38	0.39	0.41	0.42	0.43	0.44	0.46
Type 10 Driver	19.74	20.33	20.94	21.57	22.21	22.88	23.57	24.27
Type 10 Driver .50 Diff. - Leave Con	0.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LEAD ASW	22.86	23.56	24.27	24.99	25.74	26.52	27.31	28.13

APPENDIX G-8**2025-2026 WARE/GROUNDS/MAINTENANCE - 3% COLA**

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Groundskeeper Hourly	20.42	21.04	21.67	22.32	22.99	23.68	24.39	25.12
Maintenance Entry Level	22.56	23.24	23.94	24.66	25.40	26.16	26.95	27.76
Maint 1	26.90	27.70	28.53	29.39	30.27	31.18	32.11	33.08
Maint 2	28.70	29.56	30.44	31.36	32.30	33.27	34.27	35.29
Maint 3	31.57	32.52	33.50	34.50	35.53	36.60	37.70	38.83
Courier Hourly	21.63	22.30	22.97	23.66	24.37	25.10	25.85	26.63
Maint 4	36.10	37.18	38.30	39.45	40.63	41.86	43.12	44.41
Maint 5	41.01	42.26	43.52	44.83	46.18	47.56	48.99	50.46
Maint 6/DDC Control Specialist	43.02	44.31	45.64	47.01	48.42	49.88	51.37	52.91

