

ARTICLE 7

WORKWEEK, HOURS OF WORK

A. Hours of Work

1. A full-time work schedule shall consist of 40 ~~(forty)~~ hours within the designated workweek, worked on the basis of five ~~(5)~~ eight-hour days or four ~~(4)~~ ten-hour days. The workweek begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. ~~To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District.~~
2. To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday through Friday basis. If the District intends to schedule a regular workweek including a Saturday or Sunday, the District will first seek volunteers among qualified employees, but will not be obligated to assign a modified workweek to a volunteer.
3. A four percent (4%) differential will be paid to employees who have a ~~continuous regular workweek~~ schedule that includes work on a Saturday and/or Sunday. ~~Shifting of days at an employee's request to a Saturday or Sunday does not entitle the employee to the differential.~~
4. The District ~~reserves the~~maintains sole discretion ~~over to determine the~~ operational needs and requirements ~~of the District. Shifting of days at an employee's request to a Saturday or Sunday does not entitle the employee to the differential.~~
5. The District shall give a minimum of one ~~(1)~~ week advance notice prior to regular changes in reporting and end of shift times, except in case of emergency or reasonable student needs.
6. The District and the Association agree that supervisors and ~~bargaining unit members~~ ~~employees~~ share a collective responsibility to collaborate and communicate with each other to help prioritize the work to be performed within the assigned workday. If an employee is unable to reach resolution with the supervisor, the employee may utilize the complaint process for employees outlined in Article 20.
7. An employee may only be assigned work that can be reasonably completed within their scheduled work time. Exceptions to this are when a supervisor approves additional work time for the employee to accomplish additional responsibilities or duties.
8. If an ESP believes that they are assigned work in excess of (A)(7) or if they need assistance in prioritizing work tasks, or assigned work is causing the consistent submission of exception timesheets or the loss of lunch or rest breaks, the ESP may, after providing a written statement of the problem, have a meeting with their supervisor to discuss the issue. The supervisor shall provide a written response no later than 10 working days after the meeting.

B. Flex Time

Flex time is a modification to an employee's work schedule for one ~~(4)~~ workweek or less. An employee may request and a supervisor may approve the use of flex time by an employee for mutual benefit and when such an adjustment does not negatively impact the delivery of District services. Flex time will be used within the work week in which it is requested and will be tracked by the employee's work location. For example: an employee may request to work one ~~(4)~~ hour past their normal scheduled work on Monday in order to be allowed to leave early on another day within that workweek; or an employee may request to arrive one ~~(4)~~ hour later than scheduled on a given day but work one ~~(4)~~ hour longer on that same day. If an employee works additional hours that put the employee into overtime status, without their supervisor's approval, per Article 14, Section E (Overtime), a supervisor may determine that time will be flexed rather than paid overtime. The supervisor and employee will work collaboratively to determine when that time will be flexed.

At the end of a ~~work week~~ ~~workweek~~, the employee will submit timekeeping with their unused flex time or time deduction (if they did not work the approved adjusted time) to their supervisor. All time will be adjusted based on the employee's rate of pay.

C. Lunch Periods

~~Each employee working six (6) or more consecutive hours shall receive a duty-free lunch period of at least one-half (1/2) hour. Such time as scheduled by the employee's supervisor, as nearly as practical to mid shift, shall be their lunch period. Lunch period shall not be credited as time worked.~~

D.C. Rest and Meal Periods

Each employee shall receive a 15 ~~(fifteen)~~ minute break for every segment of four ~~(4)~~ hours or major portion thereof worked in one ~~(4)~~ work period of consecutive service, with the break coming as close as practical to the middle of the work segment. Such breaks shall be designated and scheduled by the supervisor. It is prohibited for an employer to allow employees to add the rest period to a meal period or to deduct rest periods from the beginning or end of the employee's work shift. (See the following chart for break and meal period information.)

~~Each employee working six (6) or more consecutive hours shall receive a duty-free lunch period of at least one-half (1/2) hour. Such time as scheduled by the employee's supervisor, as nearly as practical to mid shift, shall be their lunch period. Lunch period shall not be credited as time worked.~~

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs 1 min - 5 hrs 59 min	1	0
6 hrs	1	1
6 hrs 1 min - 10 hrs	2	1
10 hrs 1 min - 13 hrs 59 min	3	1

14 hrs	3	2
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E. Accruals

1. For hourly employees, sick leave and vacation time will be based on actual hours worked, including additional earnings, up to 40 (forty) hours per week, in the employee's regular position during the employee's regularly assigned work year.
2. Less than 12-month employees shall accrue vacation and sick leave for any work performed in their same classification during scheduled recess periods.

D. Logistics Time

3. ESPs who are assigned to prepare materials for students shall be provided work time to do so. No classified employee will be required to design instruction or assessments or perform other duties of a Teacher of Record, as defined in OAR 584-210-0200.

The following provisions of Articles 14 and 15 are offered by SKPS as a package:

ARTICLE 14

RATES OF PAY

A. Salaries

1. The base schedule will be increased by ~~7.03%~~ 3.25 % for fiscal year 2023-2024 retroactive to July 1, 2023 and ~~3.75%~~ 3.25% for fiscal year 2024-2025 and ~~4.00%~~ 3.25% for fiscal year 2025-2026.

ARTICLE 15

INSURANCE

4.A. District Contribution

1. The maximum District contribution for plans selected will be \$~~1,510~~ 1,600 1,615 for the ~~2023-2024~~ 2027 insurance year, ~~beginning the month following ratification and~~ \$~~1,550~~ 1,600 1,615 for the ~~2024-2025~~ 2028 insurance year ~~and \$1,575X for the 2025-2026-2029 insurance year.~~
- ~~4.~~ 5. The District will contribute \$~~100-125~~ a month to all eligible employees' Health Savings Accounts (HSA) who elect a qualifying high deductible insurance plan through the District.

ARTICLE 14

RATES OF PAY

A. Salaries

1. The base schedule will be increased by ~~7.03%~~ for fiscal year 202~~63~~~~74~~ retroactive to July 1, 202~~63~~~~74~~ and ~~3.75%~~ for fiscal year 202~~74~~~~85~~ and ~~X4.X0%~~ for fiscal year 202~~85~~~~96~~.

*See SKPS 4-30-26 package proposal for Art 14 (A)(1).

- ~~2. Upon the date of ratification of this Agreement, active employees shall receive a one-time \$5,000 recognition and retention stipend. This stipend shall be paid out within 10 (ten) working days of ratification of this Agreement. Employees whose FTE is greater than or equal to 0.5 FTE shall receive the full \$5,000 stipend and employees whose FTE is less than 0.5 FTE shall receive \$2,500. Casual employees and employees on a non-protected leave of absence for more than six (6) months are ineligible for the stipend. Employees on a paid administrative leave shall receive the stipend upon reinstatement.~~

- 2.3. All employees eligible for step increases shall receive their step increase on July 1st of each year. New employees hired before January 1st of a given year shall receive a step increase on July 1st of the same year. New employees hired January 1st or later of a given year will not receive a step increase until July 1st of the next year.

- 3.4. If an employee is hired, promoted, or reclassified into a higher paying classification, the employee shall be moved effective with date of assignment to the step in the new classification that is based upon the greater of the following:

- Step consistent with their years of related work experience as determined by Human Resources; or
- The next higher step in pay, on the new pay range; or
- Step ~~one~~ (4) of the new pay range.

- 4.5. If an employee is hired, demoted, or reclassified into a lower paying classification, the employee shall be moved effective with date of assignment to the step in the new classification based upon the greater of the following:

- Step consistent with their years of related work experience as determined by Human Resources; or
- Step consistent with their last held step in the lower paying classification, if applicable; or
- Step ~~one~~ (1) of the new pay range.

B. Out-of-Class Pay

Employees temporarily assigned by the District to a higher paying classification shall assume all the duties and responsibilities of the assigned position and be considered acting out-of-classification. After five (5) consecutive workdays in such assignment an employee shall be entitled to the rate of pay that is the comparable pay step in the new classification range which provides a salary one (1) pay step higher than the salary they were receiving prior to the assignment, or the rate of the first pay step of the new classification range, whichever pays the greater amount for the remainder of the assignment. NOTE: The District will change job descriptions to read "Performs related duties consistent with job description and assignment." However, the District may continue to use employees out of class as long as it complies with any applicable contract language regarding out-of-class pay.

C. Longevity Stipend

Employees who meet the qualifications for longevity shall receive a longevity stipend equal to two and one-half percent of the employee's annual base salary, excluding differential pay. The stipend shall be paid as a single lump-sum payment in October of the year in which the employee becomes eligible. Such payment shall be paid once every three years to qualified employees.

To be eligible for the longevity stipend, an employee must be repeating at Step 6 of a salary range and must have 10 or more years of continuous service with the District in a classified bargaining-unit position. Eligibility shall be determined based on the employee's status in October of the year of payment. Employees on approved unpaid leave during October shall remain eligible for and shall receive the longevity stipend, provided all other eligibility requirements are met.

No employee shall receive a longevity stipend more than once during any three-year period.

Employees working out of class shall have their eligibility for and calculation of the longevity stipend determined based on the step placement of the position to which the employee would otherwise be assigned, rather than the out-of-class assignment.

An employee who meets the qualifications shall receive a longevity stipend of 2.5% of their annual salary paid in a single payment in October of the year they qualify. Such payment shall be paid once every three (3) years to qualified employees. To qualify, employees must be repeating on the 6th step and must have been continuously employed in a bargaining unit position in October. Qualified means any employee who is repeating at the 6th step of any salary range and has 10 (ten) or more years of continuous service with the District in a classified bargaining unit position. No employee shall receive a longevity stipend more often than once in any three (3) year period.

Employees working out of class will have their qualification for the stipend calculated based on their step placement on the salary range of the position in which they otherwise would be working.

D. Pay Options

1. Each regular Education Support Professional employee whose work assignment is less

than 12 ~~(twelve)~~ months shall be paid on the basis of 12 ~~(twelve)~~ equal payments. Employees who are on a 12 ~~(twelve)~~ pay schedule will receive all monies earned in the fiscal year by June 30th. Annually, a returning employee shall be permitted to elect payment on the basis of 10 ~~(ten)~~ equal payments, September through June. Other employees shall be permitted to elect such payment at the time they are offered employment. Once an election is made, it must remain in effect for the current year and will remain in effect from year to year thereafter provided the selected pay option is valid for the employee's work assignment dates.

2. Employees who wish to change their pay option election must notify the District in writing on or before July 15th of the new fiscal year.
3. This section does not apply to 12-month employees.

E. Overtime ~~and Compensatory Time~~

1. Overtime ~~will be scheduled and approved by the District when it determines such work is needed. In all cases, employees~~ Employees shall request supervisor approval prior to working not earn overtime or compensatory time ~~without their supervisor's approval; pay for employees shall be allowed only in cases of emergency and when authorized by the building principal or supervisor.~~
2. ~~Approved overtime~~ Eligible employees shall be compensated at the rate of time and one-half. ~~Employees that hold more than one position will be paid based on the pay rate of the position in which the extra time was worked outside of the employee's regular schedule, but in no event shall such compensation be received twice for the same hours.~~
 - a. Overtime shall be paid for all assigned work in excess of 40 ~~(forty)~~ hours in any workweek, except when employees work a four-~~(4)~~ — 10 ~~(ten)~~ workweek. In such case overtime will be paid for all assigned work in excess of 10 ~~(ten)~~ hours in a day or 40 ~~(forty)~~ hours in any workweek.
 - b. Overtime pay shall be based on the actual number of hours on duty per day except that one and one-half ~~(1 1/2)~~ hours of overtime will be guaranteed in instances where an employee is called back to work. For the purpose of computing overtime, all hours an employee actually works plus unworked holiday and vacation hours shall be credited as time worked in computing total work period hours. Sick leave shall not be counted as time worked.
3. Notwithstanding the provisions of sections E.2.a and E.2.b above, an eligible employee at ~~his or her~~ their discretion with the concurrence of the District will be granted compensatory time off in lieu of pay for overtime worked. Compensatory time off shall be computed at the rate of time and one-half ~~(1 1/2)~~ for all overtime worked. Any compensatory time that has not been used by May 15th, will be paid out in full in the May payroll. Any compensatory time earned in June, will be paid out in the June payroll as overtime. Compensatory time earned and used will be tracked in the payroll system and noted in the employee's leave accruals.

4. In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel, as are deemed necessary by the District, shall be required to work overtime.
5. To the extent determined feasible by the District's supervisors, employees will be provided advance notice of overtime assignments.

F. Shift Differential

The District agrees to provide shift differential compensation to employees working four (4) or more hours of their scheduled working shift after 5 p.m. and before 5 a.m. Such compensation shall be four percent (4%) per month greater than their regular monthly salary.

G. Call Back Pay

In emergency situations, an employee who is called back to work after the end of their shift, shall be compensated at the rate of time and one-half (1 1/2) for a minimum of two (2) hours or actual hours worked, whichever is greater.

H. On-call Pay

1. ~~Employees on call are not required to remain on District premises or within a specific geographic area and may use on-call time for personal purposes, provided they remain reachable and able to report to work within a reasonable response time as determined by the District.~~ An employee who is required by their supervisor to remain on call ~~and available for work outside of their regular shift, and is required to report immediately when contacted by their supervisor,~~ shall be paid two (2) hours at their regular rate of pay for every 24 (twenty-four) hour period during Monday at 8:01 a.m. – Friday at 4:59 p.m. The first time the employee is required to report to work, the time worked shall be applied to the two (2) hours per 24 (twenty-four) hour period.
 - a. On Friday, beginning at 5:00 p.m. until Monday at 8:00 a.m., an employee shall receive four (4) hours for every weekend period. The first time the employee is required to report to work, the time worked shall be applied to the four (4) hours, per weekend.
2. The employee shall receive additional pay the first time they report only if the time exceeds two (2) hours. Callback provisions shall apply to all subsequent times they must report. All hours actually worked, in excess of 40 (forty) hours during a workweek, shall be subject to overtime provisions.

I. Mileage Reimbursement

Employees who are required to use their personal vehicles for work purposes will track and submit their actual miles traveled and will receive reimbursement at the IRS rate.

Employees who are not required, but request to use their own vehicle for work purposes, must have pre-approval from their supervisor. If the employee has pre-approval to use their

personal vehicle, they may track and submit a mileage report their actual miles traveled and receive reimbursement at the IRS rate.

J. Bilingual Differential {This Provision Goes into Effect on July 1, 2024}

Employees may qualify for a language differential of four percent {4%} of the Grade 19, Step 1 Rate, if the following requirements are met:

1. Qualifications
 - a. The employee demonstrates verbal and written proficiency in a second language other than English, based on the District's assessment requirements. Any assessment fees will be paid by the District; and
 - b. The employee's supervisor assigns duties which include the use of the second language on a regular basis that supports students, staff, parents, and/or community members of their school or program.
2. This differential will be awarded to employees on a year-to-year basis based upon the needs of the District.
3. No retroactive pay will be given for any work performed prior to successfully passing the District's language assessment.

K. Payroll Errors

The When a payroll error is recognized identified the District at employee's request will correct any District payroll the error within five (5) 10 working days of the employee's request and submission of confirming documentation. The District will also collect overpayment of wages and/or benefits from employees in accordance with Oregon law.

L. Work During Recess Periods

Less than 12-month employees who are brought back to work during scheduled recess periods will be paid a rate consistent with past practice. The rate will increase each year at the same rate as the salary schedule.

M.L. District Closures

Employees who are required to report to work at a District work location, during a District closure, shall receive a four percent {4%} differential for the hours worked on that day.

ARTICLE 15

INSURANCE

1.A. District Contribution

1. The maximum District contribution for plans selected will be \$~~1,510,600~~ for the ~~20232026-2024-2027~~ insurance year, ~~beginning the month following ratification and~~ \$~~1,550,600~~ for the ~~20242027-2025-2028~~ insurance year, and \$~~1,575X~~ for the ~~20252028-2026-2029~~ insurance year.

**See SKPS 4-30-26 package proposal for Art 15 (A)(1), (5).*

2. Employees may elect an insurance benefit package from the District's programs offered. For employees working 4 to 5.99 hours per day, the District shall contribute 70.0% of the amount paid for six ~~(6)~~ to eight ~~(8)~~ hour employees. ~~Part-time employees as defined in this Article may select insurance benefits as allowed by the current plan.~~
3. The difference, if any, between the cost of the insurance package chosen by the employee and the District contribution shall be paid by the employee through a payroll deduction.
4. ~~Two (2) Employees Employed by the District Benefit (Formerly~~ Two ~~(2)~~ on Contract

When married couples or domestic partners are both employees of the District, they may elect to combine their full insurance contributions to pay their plan premiums. They may use up to the equivalent of insurance contribution caps for both employees. The following is required to qualify for this benefit:

- a. Both the employee and spouse or domestic partner work for the District.
- b. Both the employee and spouse or domestic partner are ~~both~~ eligible for insurance benefits.
- c. Both benefit eligible employees complete and sign a form enrolling in this benefit arrangement.
- d. ~~Two (2) Employees Employed by the District Benefit~~ Two on Contract means:
 - i. One ~~(1)~~ spouse, domestic partner employee declines the medical, dental, and vision enrollments offered by the District.
 - ii. The other spouse or domestic partner of the employee enrolls all eligible family members in a medical, dental, and/or vision plan offered by ~~OEBB~~ the District.
 - iii. The family has one ~~(1)~~ set of medical, vision, and dental benefits and is not double covered through the District.
- e. If the employee and/or spouse work part-time and receive a pro-rated District contribution, the District will pay up to 100% ~~(one hundred percent)~~ of the pro-rated contribution for each person.

~~4.~~ f. Any premium amount not covered by the District contribution is paid by the employee.

~~4.~~ 5. The District will contribute \$100 a month to all eligible employees' Health Savings Accounts (HSA) who elect a qualifying high deductible insurance plan through the District.

B. Leave without pay

Employees on authorized leave without pay may participate in the District group insurance program as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA)

[MOVED FROM ARTICLE {12}, SECTION {C}]

2.C. Retirees

Retiring employees may elect to continue participation in District group insurance plans, single, two ~~(2)~~ party or family rate, at their own expense, in accordance with state law, insurance company rules, and District procedures.

3. Domestic Partners

Same-sex domestic partners will be permitted to enroll in the negotiated insurance plan. The eligibility regulations defining domestic partners shall be in accordance with the insurance company's affidavit. In order to ensure the employee's privacy, a confidential method will be developed by the District for enrollment procedures. There shall be no reprisal for an employee's lifestyle revealed due to enrollment.

ARTICLE 23

STAFF DEVELOPMENT

The District will provide the following amounts for Education Support Professional staff development activities:

2023-24	\$65,000
2024	\$65,000
252026-27	
2025	\$65,000
262027-28	

The District will develop and administer guidelines for the use of these staff development funds through the Education Support Professional Staff Development Committee. ~~Funds may be used to provide tuition and/or professional development reimbursement.~~

~~Funds may be used for tuition reimbursement and/or professional development activities that are related to the~~ ESP's job description, promotional opportunities within the District, or the District's Strategic Plan.

~~The District shall not be obligated to reimburse expenses for coursework or activities that are primarily personal in nature, that do not have a clear connection to the standards listed in this article or are not in compliance with the District's policies and procedures.~~