

# 2021-2023 Port Orford-Langlois School District Classified Contract

Between Port Orford-Langlois School District & OSEA Chapter #27  
August 23, 2021

*The following Union proposals are presented to the Employer for the purpose of modifying the current Labor Agreement between the parties. All portions of the Labor Agreement not referenced are intended to remain in full force and effect. The Union reserves the right to add, modify or delete any proposal during negotiations*

**Port Orford-Langlois School District No. 2CJ**

**and**

**Oregon School Employees Association Chapter 27**

**2021-2023**  
**Agreement**

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## **Article 1– Recognition**

1.1 The District recognizes the Association as exclusive bargaining representative for all the classified employees except for confidential and supervisory employees whose duties conform to ORS 243.650(6) & (16), and substitute and temporary personnel as defined herein:

A “substitute” is defined as a person, other than a member of the bargaining unit, who is employed to replace a bargaining unit member who is absent. Any person who is employed as a substitute for an employee who is absent for forty-two (42) consecutive workdays (holidays or other paid status days shall be included for computing the forty-two (42) consecutive workdays) or who is employed in the same classification for sixty-three (63) paid status days or more shall be designated as an “assigned substitute.”

An assigned substitute shall be part of the bargaining unit for all purposes except for Article 5, Seniority; Article 6, Layoff or Recall; Article 12, Discipline.

Classifications as defined in this Agreement include, but are not limited to, library assistant, special educational assistant, Title I assistant, other educational assistants, head cook, assistant cook, food service assistant, secondary secretary, K-8 secretary, custodian, bus driver.

A “temporary” employee is a person employed to perform services not to exceed forty-two (42) paid status days in any year, which when completed will not be required on an ongoing basis.

Notwithstanding the forty-two (42) day limitation, the parties may agree to a longer period to cover a specific situation or need, and in the case of summer needs the limitation is extended to sixty-three (63) paid status days.

Further, it is agreed that subcontractors are not covered by this Agreement providing the subcontractor is not performing duties normally provided by employees within the classification defined herein.

1.2 The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination.

## **Article 2 – Association Dues**

- 2.1 The District agrees to deduct from the wages of each Association member the dues of the Association. Authorization shall be in writing by each employee on the form provided by the Association.
- 2.2 The District further agrees to continue to honor dues deduction authorization executed by the employee in favor of the Association, until canceled in writing by such employee.
- 2.3 The District agrees to transmit the dues deducted with a check-off list and the amount of fair share to the state office of the Oregon School Employees Association by the 15<sup>th</sup> of the month following payroll deduction.
- 2.4 The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article.

### **Article 3 – Standard Workday, Workweek and Overtime**

- 3.1 Full-time Workday - The full-time workday for employees shall be eight (8) hours.
- 3.2 Full-time Workweek - A full-time workweek for employees shall be deemed as forty (40) hours performed, in five (5) consecutive days or four (4) ten (10) hour days.  
Notwithstanding, the District retains the right, at its discretion, to use substitute employees for weekend overtime work.
- 3.3 Overtime
  - a. Hours worked in excess of eight (8) in any one day, excluding the four (4) ten (10) hour option listed in section 3.2 above and/or forty (40) in a week, shall be compensated at time and one-half the regular rate of pay. Bus drivers will only be eligible for overtime for hours worked in excess of forty (40) hours in a week.
- 3.4 Payment for overtime worked shall be compensated in cash, if budgeted funds are available but if not, shall be appropriately recorded as Compensatory Time but such time shall not exceed two hundred forty (240) hours. Overtime worked when the maximum of two hundred forty (240) hours are recorded must be paid in cash.
- 3.5 Comp time may be taken at any time mutually agreeable to the employee and the District.
- 3.6 Asbestos Abatement Work - Asbestos function will be paid at time and one-half for all time spent working on asbestos matters.



## Article 4 – Probationary Status

### 4.1 Commencement of Probation

The initial or promotional probationary period, as prescribed herein, will commence on the first day of service in that position.

### 4.2 Probationary Period - New Employees

- a. Each new employee shall serve a probationary period of six (6) months. If an employee changes positions from one classification to another classification, as those classifications are listed in Article 9, prior to the end of the six (6) month period, he/she will commence a new probationary period.
- b. A probationary employee may be released, removed or discharged for any reason. The employer shall not be required or requested to indicate the reason for its action.
- c. Any employee in a paid status on the first workday following the date of completion of the prescribed probationary period shall be deemed to have regular status.

### 4.3 Promoted Employees

#### a. Probation

An employee who has been promoted shall serve a probationary period of forty-five (45) days before attaining regular status in that classification. Promotion is defined as moving to a new classification which provides a higher level of compensation on an hourly basis.

#### b. Failure to Complete Probation

1. An employee who has received a promotion and who subsequently fails to complete the required probationary period shall be returned to the classification in which he/she had attained regular status and was serving at the time of the promotion.
2. The promoted employee may, within forty-five (45) working days following the promotion, elect to return to his/her former classification and will be treated in the same manner as a failure to complete the probationary period.
3. Assignment to a position within the classification shall be made by the employer. The period of time served in the position to which promoted

will be counted, for seniority purposes, as time served in the classification to which the employee is being returned. In the event the employee's former classification (from which he/she was promoted) does not exist, he/she shall be eligible to return to any other classification in which he/she has achieved regular status. All time served in that classification plus a higher classification shall be counted for seniority purposes in the lower classification.

c. Probationary Release and Placement in Different Classification

By mutual agreement between the employee and the employer, a person released from a probationary status in a promoted position, may be placed in a vacant position in a classification in which the employee has not previously served, providing he/she is qualified. In such a case, the employee shall be treated as if he/she had been returned to his/her original classification.

4.4 Salary Placement When Released from Probation

For advancement on the salary schedule, an employee released from a probationary promoted position shall be accorded all rights, benefits and burdens as if the employee had not been promoted except that the employee shall be placed on a new pay range on the first step that provides an increase in pay from the employee's previous salary range and step.

## **Article 5 – Job Posting – Bidding**

5.1 The District shall deliver to the Association's president a list of job openings for classified employees in the District. The posting should include a job description, hours and pay range. In addition, the job opening list shall be posted in all buildings where employees in the bargaining unit are normally working. Both the notification to the president and the posting shall be at least eight (8) business days prior to the closing of the open position.

5.2 When an open position, newly-created or existing, is available for employees covered by the provisions of this contract, the employee may bid for the open position in the bargaining unit. Selection of the applicant for the position shall be based on the ability to meet the established District qualifications for the position. If the District employee meets the qualifications and is most qualified, the District shall award the position to the District employee. All District qualifications for the position shall be available at the time the open position is posted for bidding.

5.3 In the event the District changes or adds job descriptions/new jobs applicable to members of the bargaining unit, copies shall be provided to the Union. The Union may, if it does not concur with the proposed rate of pay, issue a demand to bargain the rate of pay within twenty one (21) calendar days of the receipt of notice by the Union.

## Article 6 – Reduction in Force

### 6.1 Authority

- a. The District retains the absolute authority and discretion to determine what position shall be retained and which position will be reduced or eliminated due to financial limitations, lack of enrollment or any other reason established by the District. In the event the District reduces its work force, the following procedure will be implemented.

### 6.2 Notice

- a. If it is the result of a District decision, the employee affected will be given thirty (30) days' notice. At the same time, the Association will be notified.
- b. District seniority shall be deemed as the total length of service within the District. Classification seniority shall be defined as total length of service in the job classification (present position) as a classified employee. All paid status time, except overtime, shall be computed as time worked. This definition shall apply only to Article 5, Job Posting - Bidding, and Article 6, Reduction in Force.
- c. In the event it is for financial reasons or lack of enrollment, the employee and Association will be notified as soon as possible.
- d. The Association may, upon notification of the layoffs, request to meet with a designated representative of the District to discuss the pending layoff. As part of the discussion relative to displacement procedures, the Association may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues, nor shall it cause time lines to be extended, unless the District so desires; nor shall it deter the District from placing its determined course of action into effect.

### 6.3 Order of Layoff

- a. The layoff shall be determined within classification. For the purpose of this Agreement, classification shall mean: library assistant, head cook, assistant cook, food service assistant, secondary secretary, K-8 secretary, special educational assistant, Title I assistant, other educational assistants, head maintenance/custodian II, custodian I, bus dispatcher, and bus driver.
  1. Note: For layoff purposes only, the following classification families shall be considered as one classification and those employees shall bump within

the classification family based upon their seniority and ability to perform the duties of the position:

Food Service (Head Cook, Asst. Cook, and Food Service Asst.) Assistants  
(Special Ed, Title I, Library and Other Ed Asst.) Secretarial (Secondary  
Secretary and K-8 Secretary)

Custodial (Hd. Maint/Custodian III, Hd. Maint/Custodian II,  
Custodian I)

Transportation (Driver Trainer, Bus Driver)

- b. The order of layoff within each classification family shall be based upon the number of years of experience within that classification family, with the least senior employee being laid off first.
- c. An employee who is laid off within his/her classification shall have the right to return to an equal or lower classification in which he/she meets District qualifications as described in the job description and had previously been employed on a regular basis. It is understood that the employee is placed on the seniority schedule based on the total years of experience in the District.
- d. An employee who, with the consent of the District, elects layoff in lieu of bumping retains his/her recall rights as set forth in this Article.
- e. An employee who accepts a voluntary reduction in time shall be entitled to recall to his/her former classification or position if a vacancy occurs during the eligible recall period. Notwithstanding, this Article does not cover reductions in work time of one (1) hour or less per position per year.
- f. Any employee who is scheduled for layoff may apply for transfer in the event there is a vacant position and the employee possesses the District qualifications. It is understood the District will grant the transfer request only if he/she is the best qualified applicant for the position.
- g. When a reduction in force occurs with the classification association, the transitional ESD employees that transferred into the District will be allowed only those years of experience under the employment of the Port Orford-Langlois School District 2CJ.

#### 6.4 Recall List

In the event layoffs occur, the District shall maintain a list of employees who are eligible for recall. The list shall include the date of layoffs in the classification, and the years of experience.

## 6.5 Recall Procedure

- a. An employee who is laid off shall remain on the recall list for twenty-seven (27) months unless the employee:
  1. Waives his/her right in writing;
  2. Notice: Any employee who is laid off and eligible for re-employment shall be notified by the District of any full or part-time openings within their classification. Such notice shall be sent by certified mail to the last address given the District by the employee.
  3. An employee who is recalled shall notify the District of his/her intent to accept or refuse the position within ten (10) calendar days of receipt of the notice. If the employee accepts re-employment, he/she shall report to work within fifteen (15) working days following notification, unless other arrangements are made with the District.
  4. Failure of an employee to accept recall the second time, to a vacant position within their classification to which the employee is under this Article eligible for recall, shall constitute a resignation from the District.

## 6.6 Reinstatement of Rights

All earned benefits to which an employee was entitled at the time of layoff shall be restored to him/her upon his/her return to the District, except those benefits modified by a subsequent collective bargaining agreement.

## 6.7 Disposition of Grievances

If the Association or an employee believes that any of the provisions of this Article have been violated by the District, the matter will be discussed with the Superintendent toward a resolution of the matter. If the employee and/or Association is not satisfied with the proposed resolution offered by the Superintendent, the matter shall be moved to the Board, to Level Four of Article 11, Grievance. If the employee and/or Association is not satisfied with the proposed resolution offered by the Board, the matter shall be moved to Level Five of Article 11, Arbitration.

## **Article 7 – Lunch and Rest Breaks**

- 7.1 The District shall provide to each member of the bargaining unit appropriate meal periods and appropriate rest periods.
- a. “Appropriate meal periods” means: a period of not less than thirty (30) duty free minutes accorded an employee for rest and meal commencing within the first six (6) hours and one (1) minute after reporting to work.
  - b. “Appropriate rest periods” means: a period of rest of not less than fifteen (15) minutes without reduction from his/her pay for every four (4) hours, or major part thereof, worked in one (1) work period. Said period of rest shall be in addition to time allowed for the usual meal period insofar as feasible, such period of rest is to be taken by an employee approximately in the middle of each work period.

## Article 8 – Personnel Records

8.1 Personnel Records. No evaluation document, disciplinary document, or complaint that reflects critically upon an employee or the employee's performance will be placed into the employee's personnel file without a copy being furnished to the affected employee. Normally, proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a statement by the supervisor that the employee has been shown the material and has refused to sign it. In the event the employee is not available to initial or sign the document or the employee refuses to do so, a copy will be forwarded to the OSEA Chapter president or designee if requested by the employee.

8.2 If a letter of caution, consultation, warning, admonishment or reprimand is placed in an employee's personnel file, the employee may, within six (6) months of the date of the letter, request the Superintendent to review the basis for which the letter was written and state whether the employee has made satisfactory progress toward correcting the problem stated in the letter. The Superintendent shall acknowledge the employee's request for review in writing. If the employee's progress is not satisfactory, the employee may again request a review not more than six (6) months after the first request for review was entered by the supervisor.

8.3 Upon request, an employee shall have the right to inspect his/her personnel records which are used or have been used to determine that employee's qualification for employment, promotion, additional compensation or employment termination or other disciplinary action. At the request of the employee, the District shall furnish a certified copy of his/her records and charge him/her for the services at the District's prescribed rate.

8.4 Letters of caution, consultation, warning, admonishment or reprimand shall be considered temporary contents of the personnel records and shall be removed and destroyed no later than three (3) years after they have been placed in the employee's personnel file.

8.5 Notwithstanding the provisions of Section 8.4, if an employee has encountered problems in the three (3) years' interim since the negative data was placed in the file, and that data reasonably relates to or is an integral part to a potential disciplinary action, that data shall not be removed until three (3) years from the date when the last derogatory data was placed in the file.



## Article 9 – Salary

### 9.1 9.1 Salary Schedule and Classification

- a. The classification and pay range for members of the bargaining unit covered by this Agreement are as outlined in Appendixes A and B.
- b. Salary will be as outlined in Appendixes A and B. Employees eligible will be granted an experience step on July 1 or the beginning of the employee’s work year, whichever occurs later.
- d. The years of service on the salary schedule are determined from date of hire. Employees eligible for movement shall be advanced on July 1 or at the beginning of their work year, whichever is later.
- e. “Hire date” shall be the date an employee within the bargaining unit was first employed as part of the unit and for which there has been no dis-allowable break(s) in service.

### 9.2 Working Out of Range

- a. Employees temporarily assigned by the District to replace an absent employee, or to temporarily fill a position, in a higher paid classification shall be paid at the step that provides an increase in pay on the higher classification, commencing on the first day of the assignment. Persons who work out of class shall be entitled to the higher pay rate effective the first day of assignment.
- b. Bargaining unit members who substitute for the District will be paid no less than entry level for classification being filled or their current wage scale, whichever is more.

### 9.3 Transfer to Lower Paid Classification

- a. If voluntary, the employee shall be paid the rate of pay for the newly-assigned position, according to the employee’s current step on the salary schedule, beginning the first day of the assignment.

### 9.4 Physical Examinations

- a. Physical examinations or medical procedures required by the District performed by a District approved physician shall be paid by the District. Should an employee be required to have a follow up EKG to complete the physical, the District shall pay the full cost beyond what is covered by health insurance.

- b. Any license requirements which are mandated by the District or statute for job retention shall be paid by the District to include training sessions, which may be held during normal work hours, but, whether during normal work times or at other times, shall not require overtime payment. This provision does not apply to initial licensing requirements for new employees or to employees new to the position. These requirements are the responsibility of the employee.
- c. The District shall pay the cost of fingerprinting and background checks required by law for all bargaining unit members hired after July 1, 2000. New bargaining unit employees will be reimbursed for the cost of fingerprinting and background checks commencing with the second (2<sup>nd</sup>) year of employment. Employees must request reimbursement from the district office.
- d. If a new employee receives benefits under this section and terminates or is terminated during the first year of employment, the employee shall reimburse the District for costs incurred.

#### 9.5 Transportation

- a. The driver trainer shall be compensated as indicated in Appendix A for time spent training drivers. The pay rate will be adjusted for subsequent years using the same base increase percentage as the salary schedules.
- b. Bus driver waiting time will be compensated at same rate as driving time on student trips.

#### 9.6 Show-up Call Back Pay

- a. In the event of an emergency closure, employees who report for duty before the first notification is made not to report to work shall be paid one-half of the employee's regular daily rate of pay.
- b. Call Back Pay - Employees who are called back to work after a regular eight (8) hour day for emergencies such as vandalism, fire, theft or other damages shall be compensated at the rate of time and one-half for a minimum of two (2) hours.
- c. Bus drivers shall receive a minimum of two (2) hours pay for both the home-to-school and the school-to-home routes.

#### 9.7 Mileage and Per Diem Allowances

All travel, lodging and meals will be reimbursed at the District established rate and per diem.

## 9.8 Extracurricular

A classified employee will be paid for extracurricular activities and duties on the same schedule as licensed employees. The extracurricular activities are voluntary and not connected with regular duties.

Extracurricular activities compensation will be provided consistent with applicable laws. Employees shall receive an hourly wage equal to the state minimum wage. This wage is subject to overtime rules when the employee works more than forty (40) hours in a work week. Should the total hourly compensation (including overtime) received by the employee at the end of the extracurricular duty or season be less than the District's scheduled extracurricular stipend for the category of duties performed, the District will pay the employee the balance. Employees shall submit monthly time sheets for hours worked in the extracurricular assignment in accordance with established district time lines. The district will estimate the total number of hours required for the assignment. The employee and District will monitor the hours worked so that the compensation does not exceed the stipend for the categories of duties performed.

In the event an employee makes or files a wage/hour claim against the district through Bureau of Labor and Industry, state or federal court, or other non-collective bargaining agreement based administrative process, the employee forfeits his/her rights to enforce this provision through the grievance process, including forfeiture of the right to appeal to arbitration.

## Article 10 – Benefits

### 10.1 Insurance:

- a. Effective October 1, 2021, the District will contribute monies as follows toward the insurance program at District expense.

For the 2021-2022 contract year, the District will contribute \$1290 for each employee per month who is working twenty (20) or more hours weekly. For the 2022-23 contract year, the District will contribute \$1340 for each employee per month who is working twenty (20) or more hours weekly. In the event the District insurance contribution is increased for administrators, confidential employees, or licensed employees, the District shall increase the insurance contribution to the same amount for the classified employees.

During the term of this Agreement should either party wish to investigate a change in carrier or policy in order to reduce cost and maintain or improve benefits, the parties shall develop a joint committee to investigate other policies and carriers. Should the parties agree, the policy or carrier will be changed.

Effective October 1, 2008 the Association and the District elect to participate in the Oregon Educators Benefits Board (OEBB). The parties agree the District contribution identified above is for employees working twenty (20) hours or more per week. The Association will select the plans to be used by bargaining unit members by June 29 and the District will not be responsible for changes.

If any rate is below the cap, any amount above the cost of the premium up to the District cap shall be pooled and split equally among unit members whose premium cost exceeds the cap. No “unused employer contribution” funds may be used toward other coverages and/or paid as cash. The District will not be responsible for any costs associated with the insurance program(s) beyond the negotiated contribution.

It is understood and agreed any employee eligible for insurance coverage under any plan offered by OEBB but who does not meet the requirement for eligibility under this contract will not be eligible to receive any District contribution. Furthermore, by enrolling in any of the plans he/she agrees to a payroll deduction for the full premiums of selected plans including any administrative fees.

Upon entering OEBB the benefit program(s) identified shall be provided only in accordance with the underwriting rules and regulations set forth by the carrier(s) in the policy/policies retained by the policyholder.

The District will provide Long-Term Disability insurance coverage for all employees who are eligible for insurance benefits and at least at the level provided on June 30, 2002, as allowed by law. (Added per July 2008 MOA)

- b. Those persons employed who are scheduled to work less than eight (8) hours per day shall be provided benefits on a prorated basis in accordance with the schedule set forth below:

This section applies only to those employees who were hired after January 1, 1987.

<b>Hours per Day</b>	<b>Percentage of Full-Time Contribution</b>
8 (Hired before 01/01/87)	100
7.5	93.75
7	87.5
6.5	81.25
6	75
5.5	68.75
5	62.5
4.5	56.25
4	50
Less than 4	0

The District agrees that it will not revise the work time of its existing positions or those it creates or revises in the future for the purpose of avoiding the payment of benefit premiums.

- c. Insurance computation for variable hour employees will be based upon the hours worked in the prior month. June, July, August and September would be based on May or the last month worked. This would be actual time worked with no guaranteed minimum.

- d. Classified employees select the health insurance plan.
- e. In the event that OEBC requires Districts to transition to a tiered rate insurance plan model, or if any changes in state and/or federal law result in any penalty and/or tax charged to the District and/or employee(s), directly or indirectly by any entity, the parties agree to re-open negotiations within twenty (20) days with respect to any such benefit provision causing the penalty and/or tax. The parties further agree such a re-opening shall not give either party the right to re-open or demand the re-opening of negotiations on any other terms or provisions of this Agreement not affected by the provisions causing the penalty and/or tax situation. The parties will re-open the necessary provisions in this Article under ORS 342.712, but agree to reduce the negotiation time line to sixty (60) days.

## 10.2 Bereavement Leave

### a. Bereavement Leave

An employee in the bargaining unit shall have available up to five (5) days of bereavement leave. Bereavement leave shall not be accumulative. An employee on bereavement leave shall receive compensation as though that employee worked a normal shift for that period. All other benefits shall also continue for the period of the bereavement leave. Bereavement leave shall be available for the death of a member of the employee's family or spouse's family, or a guardian or a person who served as a guardian without the legal designation for the employee. Bereavement leave must be approved by the building principal or the employee's supervisor to be paid. For purposes of this leave, family shall be defined to include: Spouse, children, parents, brother, sister, grandparents or grandchildren.

- b. In addition to these benefits the District shall comply with the Oregon Family Leave Act (OFLA) and the paid bereavement leave in this section shall run concurrently with leave provisions under OFLA. The definition of family members is different under OFLA than in this section. The bereavement leave under OFLA will apply only for family members listed under the law.

### c. Funerals

An employee may request up to two (2) days funeral leave for near relatives who are not included in the definition of family in bereavement leave. Such requests shall be made to the building principal or the employee's supervisor in advance and shall include the amount of time being requested. The building principal or employee's supervisor retains sole discretion to determine the granting of the leave, if any; near relatives shall include aunts, uncles, nieces, nephews, and cousins of the employee and/or spouse.

10.3 Paid holidays for employees in the bargaining unit shall be:

Labor Day, first Monday in September	Independence Day, July 4th*
Veterans' Day, November 11	New Year's Eve Day, December 31*
Thanksgiving Day	New Year's Day, January 1
Day after Thanksgiving	President's Day, third Monday in February
Christmas Eve Day, December 24*	Memorial Day, Last Monday in May
Christmas Day, December 25	Martin Luther King Day
*For those employed 12 months per year.	

**This section is subject to Article 16, Funding.**

10.4 An employee in the bargaining unit shall be compensated for the holiday as though he/she has worked a regular schedule for the day. An employee required to work on the above-named holidays shall receive the overtime rate for all hours worked in addition to his/her regular holiday pay.

10.5 To qualify for holiday pay, an employee must be in a paid status either his/her scheduled workday immediately preceding or immediately following the holiday.

10.6 Vacations

a. Paid vacations shall be granted to twelve (12)-month employees in the bargaining unit according to the following schedule:

1. Employees are entitled to ten (10) days of vacation after one (1) year service. After five (5) years of employment employees are entitled to fifteen (15) days.

a. Pay for a vacation day shall be the same as if the employee had worked. A holiday falling within a prescribed vacation shall be paid as a holiday.

b. Earned vacation shall be effective at the employee's anniversary date with the District.

c. Vacation time is to be used during the current work year but may be carried over for one (1) year with the approval of the Superintendent.

## 10.7 Personal Leave

Employees in the bargaining unit shall have up to (3) three days of personal leave. Such leave shall be for the purpose of personal reasons and shall be in addition to any other paid time off provided by the District. Employees on personal leave shall receive full compensation as though the employee had been on duty. Except in cases of emergency, the employee shall give notice of the fact that such leave shall be utilized at least three (3) days prior to such utilization of leave. Personal leave shall be non-accumulative, but the unused leave will be cashed out at the end of each school year at the rate of ninety percent (90%) of current pay for the individual's classification.

## 10.8 Sick Leave

- a. Employees in the bargaining unit shall be granted sick leave in accordance with all the provisions of ORS 332.507. Also, employees may use sick leave for the employee's spouse and/or parents for verifiable medical emergencies; or use sick leave for the care of their children or children for which the employee has primary personal responsibility.

- b. Transfer of Sick Leave

New employees to the District who have worked in other Oregon districts shall, after completing thirty (30) working days, be eligible to transfer all unused accumulated sick leave.

1. For retirement purposes, under ORS 332.507, the District will permit a school employee who has been employed in other Oregon districts to transfer an unlimited number of days of unused accumulated sick leave.
  2. The District shall permit an employee to take up to seventy-five (75) days sick leave accumulated in any other Oregon district. The accumulation shall not exceed that carried by the most recent employing district.
- c. The Union and the District agree to jointly consider, on a case by case basis, allowing classified employees to individually donate up to a maximum of twenty-four (24) hours per year for classified employees who have exhausted all other paid leaves due to catastrophic illness or injury. It is further agreed that the minimum donation would be four (4) hours by any one individual.
  - d. The District and Association agree that pay for time not worked (vacation, holiday, personal, sick) will not count toward the total number of hours worked for overtime calculations.
  - e. Classified employees shall accrue and use sick leave pursuant to ORS 653.601-653.661 (Oregon Sick Time Law) and ORS 332.507 (Oregon Sick Leave for School Employees), whichever provides the greatest benefit to the employee. The parties may agree to provide sick leave accrual and benefits that are greater than what is required by law, as specifically set forth in this Agreement.



## 10.9 Occupational Illness or Injury

- a. Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their regular normal duties will, at the option of the employee, be paid the difference between their regular salary and their compensation insurance benefits with the amount required to bring to full salary deducted from earned sick leave.
- b. The District shall maintain all insurance contributions for employees who are unable to work because of an occupational injury or illness after exhaustion of employee's sick leave through the end of the month in which the employee exhausts all his/her sick leave.
- c. It is mutually agreed by the parties that classified employees who have been on Workers' Compensation injury leave may, with the approval of the attending physician, return to a light duty assignment, if available.

## 10.10 Extended Leave

- a. When an employee has exhausted his/her sick leave, waived the use of sick leave as set forth in Section 10.9 of this Article, or is absent for more than thirty (30) consecutive workdays due to an injury for which the employee is on Workers' Compensation from the Port Orford-Langlois School District, s/he shall be placed on Workers' Compensation leave. This leave shall continue until a certificate by a duly licensed physician approves the worker's return to the worker's regular employment or as otherwise provided in law.
- b. Upon receipt of such a release, it shall be the responsibility of the employee to present the release to the Superintendent or his/her designee within five (5) workdays following the release or forfeit his/her right to reinstatement.
- c. The right accorded herein will not grant the employee any rights beyond those accorded in Article 6 should a bona fide reduction in force occur.
- d. During an occupational illness or injury leave, the employee shall have the option of continuing insurance coverage accorded herein at his/her own expense, except as amended by Section 1.

## 10.11 Jury Duty

Employees called for jury duty will be expected to serve as jurors during the period for which they are summoned.

While on jury duty, the employee's benefits shall continue and the employee shall be paid his/her regular pay less the jury fee. Paid mileage shall not be counted as jury fee.

## 10.12 School Closure

- a. Emergency School Closures and Delayed Openings

1. Reporting and Duties

Unless notified not to do so by the Superintendent or his/her designee, employees shall report for duty even when weather conditions indicate the necessity of school closure or delayed school openings. Announcements on local radio stations or phone calls to the employee shall constitute notification, unless the District has established a standing order for a service group that the members of the group shall report for duty regardless of radio announcements to the contrary.

b. Notice from Employees

When conditions are such that it is impossible for an employee to reach his/her assigned work station, the employee shall notify his/her principal or immediate supervisor.

c. Leave Time

Employees who are notified not to report to work and employees who are unable to reach assigned work stations will have the option of using vacation time if they are entitled to this benefit or they will receive no pay.

d. Pay for Delayed Openings

If schools are delayed in opening and employees are given notice to report later than their regularly scheduled time, employees will be paid as though they had worked their regular schedule.

### 10.13 Family Leave

a. Conformance - This Article is intended to conform to the provisions of ORS 658A.150-659A.186, OAR 839-09-200 to 839-09-320, and the federal Family Medical Leave (FMLA) In the event of conflict, the provisions of law shall prevail except as they be made more beneficial herein.

b. Use of Paid Leave

1. An employee granted a family leave may use any paid leave available to the employee in the same manner as would be applicable had the employee been in a paid status.

2. Any employee taking a family leave of six (6) weeks or more shall during that period take, as part of that leave, any earned vacation days as of the date of commencement of the leave.

c. Length - Maximum leave, which shall be without pay except as provided for above, will be as required by law.

d. Procedures

1. At least thirty (30) days prior to expected delivery date or adoption date (of a child 18 years or under), the employee shall submit a request for parental leave on a form provided by the employer which conforms to OAR 839-09-250.
2. The date of commencement of the leave shall be altered as may be necessary to conform to an early delivery. The employee shall, unless circumstances do not permit, request date alteration within seven (7) days of the unanticipated action causing necessity for the change.

e. Return to Duty

1. The employee shall return to duty on the agreed upon date.
2. The employee shall be returned to his/her position and work site.
3. While the leave is without pay, the employee shall be considered, for all other purposes, as being in the employ of the District and shall be entitled to all benefits and burdens otherwise provided in this Agreement.
4. If the employee's job has been eliminated, he/she shall be treated as if a reduction in force has occurred.

f. If a bargaining unit member who files a grievance regarding the provisions of this leave files any other claim regarding parental leave in any other state or federal jurisdiction or agency, the employee and the Association agree to limit the employee's rights to one procedure for remuneration; i.e., the grievance procedure or the court or agency, but not more than one. Failure to comply with this option shall be cause for the District to vacate any award by an arbitrator or the Employment Relations Board (ERB).

10.14 The parties acknowledge that PERS benefits and after August 29, 2003, OPSRP benefits are governed by external laws and regulations. The legislature may at any time change the laws regulating retirement benefits. The state agency responsible for retirement benefits (PERS) may at any time change the rules and regulations governing retirement benefits. The District, as employer, bears no responsibility for these changes.

The District shall pay the six percent (6%) employee contribution referenced in ORS 238.200(1)(a) and ORS 238.430(1). This shall continue for either the duration of this Agreement or until it becomes illegal or otherwise prohibited to do so.

## Article 11 – Grievance

### 11.1 Grievance Policy

- a. A “grievance” is a claim by an employee or a group of employees that:  
  
There has been a violation or inequitable application of any provision of this contract.  
  
The application of a regulation or guideline has been contrary to District policy. A grievance filed under Article 11.1(a)(2) shall be appealable only through Level 4, Board of Education, and shall end there. It is specifically understood Board policy and/or administrative regulations or guidelines are not subject to Level 5, Arbitration.
- b. The grievant is the person or persons making the claim. All classified personnel have access to this grievance procedure and may choose to be represented by their Association, although membership in an Association is not required.
- c. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- d. Unless otherwise specified, “days” shall mean days the District office is open.
- e. The “Association” is any organization representing the person or persons which has been elected by a majority vote of the respective employees.

### 11.2 General Procedures

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level will be considered maximum and every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- b. In the event that a grievance is filed at such time that it cannot be processed through all of the steps in this grievance procedure by the end of the school year, the time limits established herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon after as is feasible.
- c. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- d. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file in the District office and shall, upon conclusion, be disbursed.

- e. All meetings and hearings under this procedure shall be conducted in closed sessions unless otherwise requested by the grievant or disallowed by law and shall include only such parties in interest and their designated or selected representatives as stated in this procedure. All parties in interest shall confine their discussion of the grievance to lines of communication established in this procedure. All records and communications shall be treated as confidential material of public record.
- f. Any employee may ask his/her Association to file a group grievance. If in the judgment of the Association a grievance affects a group of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will commence at Level 3.
- g. A grievant may elect to be represented at any level of the grievance or may elect to represent him/herself. In the event of the latter, the Association will be notified and may participate as an observer at any and all levels.

### 11.3 Specified Procedures

- a. Level One - Informal - Within fifteen (15) days of the occurrence of the grievance, the grievant shall meet with his/her immediate supervisor and attempt to resolve the matter informally. The supervisor shall, within fifteen (15) days, notify the employee of the decision.
- b. Level Two - Formal - Within ten (10) days of the informal decision, the grievant may file a formal grievance with the immediate supervisor. Within ten (10) days of the filing, the supervisor shall call a formal hearing and consider the matter. Within ten (10) days of the hearing, the supervisor will submit a written decision to the parties in interest.
- c. Level Three - If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within ten (10) days after receiving the written decision, request in writing that the grievance be advanced to the Superintendent. Within ten (10) days of receipt of the grievance, the Superintendent shall conduct a hearing and communicate his/her decision in writing to the parties in interest.
- d. Level Four - If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) days after the grievance was presented to the Superintendent, he/she may, within ten (10) days after a decision by the Superintendent, request in writing that the grievance be advanced to the School District Board of Directors. Within ten (10) days of receipt of the appeal, the School District Board of Directors shall notify all official parties in interest of a hearing to be held within ten (10) days of receipt of the appeal.

The Board of Directors shall hear arguments of the Superintendent and the grievant, and shall, within ten (10) days of the hearing, communicate its decision in writing to all official parties in interest.

- e. Level Five - In the event the grievant is not satisfied, he/she may, within ten (10) days following the Board's decision, or if no decision is delivered within ten (10) days, appeal the decision to arbitration, providing the grievance falls within the definition set forth in Article 11.1(a)(1). It shall be the responsibility of the grievant to request a list of five (5) names from the Employment Relations Board and provide a copy of such a request to the Superintendent.

(1) ARBITRATOR SELECTION

The arbitrator shall be selected by the grieving party, first requesting from the Employment Relations Board a list of at least five (5) arbitrators practicing in the state of Oregon.

The grieving party shall furnish the other party with a copy of such list when it is received. The arbitrator shall be selected by means of each party alternately striking the name of one (1) proposed arbitrator until only one (1) name remains on the list.

Either party shall have the right to reject the entire list of arbitrators if done prior to the commencement of the striking process, in which case a second list will be requested from the Employment Relations Board.

The parties and the concerned employee(s) agree to accept the chosen arbitrator's award as final and binding.

The arbitrator will provide a written decision which sets forth his/her findings, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decisions which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. When there is a disagreement as to whether any or all of the issues are arbitrable, the arbitrator shall first so rule and not hear the merits of the issue if it is determined that the issue is not arbitrable. It is further understood this Agreement constitutes the complete agreement of the parties and the arbitrator has no authority to alter, add to or detract from the provisions of the Agreement.

The election to submit a grievance to arbitration shall constitute a waiver by the grievant of any and all other remedies or forums which might otherwise be available.

The costs for the services of the arbitrator, including expenses, shall be borne equally by the District and the Association. All other costs shall be borne by the individual party.

## Article 12 – Discipline

### 12.1 Discipline

No employee covered by this Agreement shall be disciplined without due process.

### 12.2 Due Process

Due process, as defined herein, shall include:

- a. A verbal conference between the employee and the appropriate supervisor(s). The conference will be used to identify the expectations of the District.
- b. In the event the expectations of the District are not met, a second conference between the employee and supervisor will be held. At that time, the employee will be notified in writing of the deficiencies, the time line for improvement and the consequences for failure to meet the expectations of the District.
- c. If the employee fails to meet the expectations which are outlined as provided in Section 12.2(b), appropriate action shall be taken by the supervisor and the matter shall then be referred to the Superintendent. If the matter is already at the Superintendent's level, the Superintendent shall determine the course of action deemed necessary.
- d. If the matter has not been to the Superintendent's level or if the employee has not had an opportunity to make his/her appeal to the Superintendent, the Superintendent shall, prior to effecting discipline, provide the employee with such an opportunity.
- e. Upon conclusion of an investigation, the Superintendent will either cause the employee to be fully reinstated, if the employee has been suspended, or effect progressive discipline as he/she deems appropriate to the circumstances which may include written reprimand; suspension without pay; or discharge.
- f. Suspension - If at any time during the proceedings, as outlined herein, the Superintendent deems it advisable, the Superintendent may suspend the employee, with pay, until a final determination of the case is made. An emergency suspension, without pay, may be invoked if the health and welfare of students, employees or property is threatened. If an employee is suspended without pay, dismissal or other disciplinary action will be imposed within fifteen (15) workdays of the day of suspension.
- g. When disciplinary action is imposed by the Superintendent, the employee shall receive a copy of the written charges which shall outline specific charges, dates, times, places, and persons involved, and in such a manner that the employee can prepare a defense thereof if he/she wishes to appeal the action.
- h. "Supervisor," as outlined herein, shall constitute any individual involved in the implementation of these proceedings.

### 12.3 Dismissal of Regular Classified Employees

A regular classified employee shall be dismissed only for cause, but a dismissal action shall not be overturned where the employer rule, work requirement, or standard of performance and conduct is related to the employment and where there is a preponderance of evidence supporting the District's allegation of misfeasance, nonfeasance, or other fault worthy conduct.

The following infractions, if proven, shall be sufficient cause for immediate dismissal:

1. Stealing;
2. Fighting;
3. Drug or alcohol use on the job or reporting for duty under the influence of intoxicants or unauthorized drugs;
4. Conviction of a felony.

It is understood this section does not apply to probationary employees whose status and rights are limited to those set forth in Article 4, Probationary Status, of this Agreement.



## Article 13 – Separability of Provisions

13.1 In the event that any provision of this contract shall at any time be declared invalid by any court of competent jurisdiction, such decision shall 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 14 – Association Rights

### 14.1 Information and Facilities Use

a. The District agrees:

1. To furnish, upon request, to the Association available information necessary for its functioning as the exclusive representative. The District further agrees to notify the Chapter President, in a timely manner, of new hire orientation meetings and to allow the Chapter President or their designee to participate in the orientation meeting, including distributing union information and new member packets.
2. To provide a copy of the minutes of the last Board meeting and an agenda for the next meeting to the Association President.
3. To provide the Association with reasonable bulletin board space for the use of the Association in communicating with employees. Such bulletin board space shall be made available in any building where bulletin boards presently exist and where regular classified employees are working.
4. That the Association and its representatives shall have the right of access to school buildings, providing there is no interference with any school or community program, and providing that custodial staff is on duty, recognizing that consistent with ORS 243.650 et seq. including 243.804, and Sections 14.1.b, (c), and (d) below, the Association shall have the right to use the District's facilities to conduct union meetings, and that Association representatives shall be permitted to meet with employees during regular work hours and at their regular work location to discuss matters related to employment relations, without loss of compensation or benefits to any employee. The principal of the building in question shall be given advance request for the use of the building. If the request is denied, the denial shall be accompanied by a written explanation. The Association agrees to reimburse the District for any actual expenses incurred during building use.
5. That the Association shall be allowed use of such office equipment as needed to provide duplication of information to the employees, provided that such equipment is not required by the District for regular use and that the District is reimbursed for any costs incurred in such Association use.
6. That consistent with ORS 243.804(5), Sections 14.1.b, (c), and (d) below, and other terms of this Agreement, the Association and its representatives shall have the right to use the electronic mail systems or other similar communication systems of the District to communicate with the employees in the bargaining unit regarding: collective bargaining; matters related to employment relations; matters involving the governance or business of the Association.

- b. The District further agrees to grant designated Association representatives reasonable time to engage in activities necessary for the Association's function as the exclusive representative, as provided in House Bill 2016 ("the Act"), amending ORS 243.650 et seq., during work hours and at the District's facilities without loss of compensation, seniority, leave accrual or any other benefits, as provided in that Act and described in subsections 14.1.b, (c), and (d) herein, and consistent with the terms of this Agreement, and to in all other ways comply with the requirements of the Act. In the event of conflict, the provisions of law shall prevail except as they be made more beneficial herein.

The parties recognize that consistent with ORS 243.798, 243.804 and other provisions of the Act such activities include:

1. Investigation and processing of grievances and other workplace-related complaints;
2. Attending investigatory meetings, hearings, and other due process proceedings;
3. Participating in, or preparing for, proceedings that arise from a dispute involving the collective bargaining agreement;
4. Consistent with 14.1.a(1) above, providing information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least 30 minutes but not more than 120 minutes, at new employee orientations or in individual or group meetings, without loss of employee compensation or leave benefits;
5. Testifying in a legal proceeding related to the Association's function as the exclusive representative in which the designated Association representative has been subpoenaed as a witness.

- c. If, after receiving notice of the need to perform the activities listed above, the District establishes undue burden on District operations that cannot be accommodated by any of the measures typically used when an employee is temporarily or unexpectedly absent from work, the District and OSEA shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request, unless both parties agree otherwise.

Consistent with ORS 243.798(1)(2), the parties further recognize that:

1. The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed in this section. However, the designated representative and his/her

supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours.

2. The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.
  3. Bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time. The parties recognize that this provision may not apply in situations where bargaining may occur outside of the normal work year of designated representatives.
- d. Consistent with ORS 243.804(4), the District shall provide the Chapter President and the Association's Director of Fiscal Operations (at the email address [classified@osea.org](mailto:classified@osea.org)) with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:
- a. the employee's name and date of hire;
  - b. contact information including cellular, home and work telephone numbers, any means of electronic communication, including work and personal electronic mail addresses, and home address or personal mailing address;
  - c. employment information including the employee's job title, salary and work site location.

The District shall provide this information within ten (10) calendar days from the date of hire for newly hired employees in the bargaining unit, and every 120 calendar days for employees who are not newly hired employees.

## **Article 15 – District Rights**

15.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:

- a. The executive management and administrative control of the school system and its property and facilities;
- b. Hire all employees and the right to determine their qualifications and the condition of their employment or their discipline, suspension, dismissal, demotion, promotion or transfer;
- c. The unqualified right of assignment and direction of work of all its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
- d. The unqualified right to establish the school calendar;
- e. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes herein;
- f. Adopt reasonable rules and regulations;
- g. Determine the qualifications of employees, including physical conditions;
- h. Determine the location or relocation of facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
- i. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- j. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- k. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
- l. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

15.2 The exercise of the forgoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the state of Oregon.

## **Article 16 – Funding**

16.1 The parties recognize that the revenue to fund the compensation provided by this Agreement must be approved by established budget procedure.

16.2 The District reserves the unqualified right to reduce a school year by up to ten (10) days. These days may be taken from scheduled student instructional days, paid holidays, or a combination of each. Employees will not receive pay for those days. This section constitutes a completion of any required bargaining over the District's decision to reduce the school year and concurrently reduce employee compensation and the impact of those decisions.

16.3 Reduction of the school year pursuant to Section 16.2 above shall not affect sick leave and vacation accrual or health insurance coverage.

## **Article 17 – Professional Leave/Tuition Reimbursement**

Professional leave with pay may be authorized by the District for attending educational conferences or school visitations for other purposes related to classified staff members assignment.

Prior approval by the building principal or designated supervisor is required and expenses will be reimbursed at the District's mileage, registration and/or conference fees including lodging.

## Appendix A

### 2021-22 Salary Schedule w/\$0.50 raise\*

Classifications	Year 1 & 2	Year 3 & 4	Year 5 & 6	Year 7 & 8	Year 9+
Library Assistants Title I Assistants Office Assistants Food Prep Assistant Custodian I	13.51	13.85	14.19	14.46	14.78
Special Education Assistants	13.83	14.18	14.50	14.8	15.15
Head Maintenance Custodian II  Elementary Office Manager  Utility Maintenance Courier	14.74	15.07	15.43	15.75	16.11
Secondary Office Manager Head Cook Bus Driver Head Maintenance III	16.50	16.75	17.11	17.5	17.87

Drivers Training Rate/Bus Dispatcher 19.37

\*Salary increases from the 2020-21 Salary Schedule will be retroactive to July 1, 2021.

For the 2021-22 school year all classified employees will be paid an additional stipend of \$750.00 to be paid over twelve (12) months, retroactive to July 1, 2021.

Longevity Steps will be awarded on the 10<sup>th</sup> thru 19 years of employment of \$250 each year, which will be awarded in the December paycheck. Longevity Steps for 20<sup>th</sup> thru 30<sup>th</sup> years and beyond will be awarded \$500 each year, which will also be paid in the December paycheck.



## Appendix B

### 2022-23 Salary Schedule w/\$0.50 raise

Classifications	Year 1 & 2	Year 3 & 4	Year 5 & 6	Year 7 & 8	Year 9+
Library Assistants Title I Assistants Office Assistants Food Prep Assistant Custodian I	14.01	14.35	14.69	14.96	15.28
Special Education Assistants	14.33	14.68	15.00	15.3	15.65
Head Maintenance Custodian II  Elementary Office Manager  Utility Maintenance Courier	15.24	15.57	15.93	16.25	16.61
Secondary Office Manager Head Cook Bus Driver Head Maintenance III	17.00	17.25	17.61	18.00	18.37

Drivers Training Rate/Bus Dispatcher 19.87

For the 2022-23 school year all classified employees will be paid an additional stipend of \$750.00 to be paid over twelve (12) months.

Longevity Steps will be awarded on the 10<sup>th</sup> thru 19 years of employment of \$250 each year, which will be awarded in the December paycheck. Longevity Steps for 20<sup>th</sup> thru 30<sup>th</sup> years and beyond will be awarded \$500 each year, which will also be paid in the December paycheck.