

COLLECTIVE BARGAINING AGREEMENT



Between

**OREGON SCHOOL EMPLOYEES
ASSOCIATION CHAPTER 8**

And

**GRESHAM-BARLOW SCHOOL DISTRICT
#10JT**

~~July 1, 2023 - June 30, 2026~~

July 1, 2026 - June 30, 2029

Classified Employee Agreement Gresham-Barlow School District #10 OSEA Chapter 8

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ARTICLE

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PREAMBL

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- A. This agreement is made and entered into by the Board of Directors on behalf of the Gresham-Barlow School District, Gresham, Oregon, herein referred to as the “district” or “board” and the Oregon School Employees Association, Chapter #8, hereinafter referred to as the “Association.”
- B. This contract incorporates the sole and complete agreement reached on these matters pertaining to wages, hours and other conditions of employment for classified personnel included in the bargaining unit.

ARTICLE 2
RECOGNITI
ON

- A. The district/board recognizes the Association as sole and exclusive bargaining representative for all classified employees in the bargaining unit.
- B. The bargaining unit shall be defined as all regular full-time and part-time employees (one-half time or more, one-half time to be defined as fifteen(15) or more hours per week), including temporary employees of the district. Substitute, supervisory, and confidential employees are excluded from the bargaining unit.
- C. Substitute employees are those employed by the district for a period of not more than ninety (90) calendar days in the same assignment. Substitutes are hired to replace regular employees who are absent on a short-term basis. A substitute may be hired to fill a vacancy during the posting and recruitment process, or to fill a vacancy of less than ninety (90) calendar days. If a substitute works in the same assignment in excess of ninety (90) calendar days, the substitute becomes a temporary employee.
- D. A temporary employee is a person who is working in a time- or task-specific job. Temporary employees are entitled to all provisions of the contract (*e.g.*, leaves, insurance benefits) except Articles 10 Seniority/RIF & Recall and 15 Tuition Reimbursement/Employee Enrichment. -
- E. A temporary employee hired for a new position may be hired for the balance of the school year. There shall be no obligation to retain such an employee beyond that school year.
- F. Should a temporary employee be hired as a regular employee, their date of hire shall be the first day of work as a regular employee.

ARTICLE 3
ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of Building

The Association and its representatives shall have the right of access in school buildings for the purpose of holding meetings or workshops with the approval of the building principal, in accordance with district policy.

B. Use of School Equipment

The Association shall have the right to use school facilities and equipment including duplicating equipment, calculating machines, computers, printers, fax machines, telephones, e-mail, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use and when approved by the building principal. Unless specifically excused by the district, the Association shall pay for the reasonable cost of such equipment use as established by the district business office. The Association may use the in-district mail service with a copy of all general membership correspondence to be sent to the superintendent.

C. Access to District Facilities and Equipment

1. Employee Orientations. At employee orientations, the District shall provide the Association with no less than thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. The Association shall also be permitted to set up a table at the orientation to meet directly with employees before, after, and during breaks at the orientation. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Association's presentation.
2. When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the Association shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.
3. The Association shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

4. The Association shall have the right to use the District's facilities to conduct Association meetings.
5. The District's electronic mail system may be used by the Association for Association-related communications including, but not limited to, communications related to:
 - (a) Collective bargaining
 - (b) Grievance or other dispute investigations
 - (c) Governance of the Association.

D. Association Representatives and Paid Work Time

1. The District shall allow designated Association representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:
2. Investigate and process grievances and other workplace-related complaints;
3. Attend investigatory meetings, hearings, and other due process proceedings;
4. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
5. Engage in collective bargaining;
6. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
7. Provide 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 thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s).
8. Testify in a legal proceeding in which the designated Association representative has been subpoenaed as a witness.

For purposes of this Article, "designated representatives" shall include chapter executive board officers, stewards, worksite organizers, and their designees. A non-employee OSEA Field Representative shall be permitted access to the

District's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives.

Designated representatives shall provide their immediate supervisor with written notice of the need to perform the activities listed above at least **forty-eight** (48) hours prior to the time at which the activities will be performed.

There may be situations in which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative will spend performing the activities.

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 unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignments, etc.), the District and OSEA shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request, unless both parties agree otherwise.

The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. 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.

The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.

The parties recognize that bargaining may occur outside of normal work hours. Designated bargaining 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.

E. Information

1. Upon reasonable written request, the board agrees to furnish to the Association all public information necessary for its functioning as exclusive bargaining representative.
2. The district will provide each classified employee with a full copy of this contract.
3. Prior to the beginning of each school year, the district shall provide each

employee with a copy of the scheduled school calendar when available. Said calendar is provided as an informational reference only and in no way is intended to make the school calendar or the district's right to establish or modify said calendar a subject of the collective bargaining process or any administrative procedures related to that process.

4. The district shall supply to the chapter president/co-president or their designee, a complete board packet, including the board-proposed agenda and board minutes on a monthly basis.

The district will provide the Association president(s) monthly payroll records, a list of employees who have resigned, been hired, promoted, transferred, laid off, on leave, dismissed or demoted and the date of the action taken.

The district will copy the chapter president or designee with any letters to employees regarding lay off, recall, or involuntary transfer.

5. Presently adopted written district policies shall be continued in effect and changes in such policies will not be made without the Association being allowed the opportunity to consult with the district. However, this provision is not intended as a waiver of any district obligation to negotiate over the decision or impact of such changes. The Association shall also be given the opportunity to recommend changes in written policies.
6. Right to Receive New Hire Information: The district agrees to provide a current list of the names and addresses of all employees in the bargaining unit to the Association state office and to the chapter officers quarterly. The District shall provide the Chapter Co-Presidents, the OSEA Field Representative, and OSEA's Director of Fiscal Operations (by emailing required information to 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:
 1. cellular, home and work telephone numbers
 2. personal and work electronic mail addresses
 3. home or personal mailing address
 - c. Employment information including the employee's job title, salary and worksite location.

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

7. The district may charge a reasonable fee to cover the cost of constructing a specialized report/document requested by the Association.

F. Bulletin Board

The Association shall have, in each building, the use of a bulletin board and area board for Association information. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. All material must be signed by the worksite organizer or the president/co-president of the Association. Designated areas for bulletins will be in the main office, cafeteria, custodial area or staff lounge.

G. Association Meetings

A night custodian on duty may attend a meeting of the Association within their building with the approval of the supervisor. One Association representative from each building may attend an Association meeting in another building with approval of their supervisor.

H. Notification of Job Description Changes

1. When the district creates a job description, the Association shall be given notification, including a copy of the proposed position and/or changes, and allowed the opportunity to bargain the placement of the position on the wage scale prior to the posting of the position as per ORS 243.698.
2. Should the district find it necessary to post the position prior to meeting with the Association, the posting shall indicate that wage placement is pending negotiations with the Association.
3. The district will inform the Association when it proposes to eliminate a job description.

I. Convocation

OSEA Chapter 8 officers will be introduced during the district convocation and the Association shall be granted thirty (30) minutes in the convocation schedule during which to meet with OSEA membership.

J. Notification of Removal of Positions from the Bargaining Unit

The Association shall be informed when the district plans to move a position from the bargaining unit into a non-bargaining unit position. Such notification shall be given no less than thirty (30) days prior to the proposed change.

ARTICLE 4
PRESERVATION OF DISTRICT
RIGHTS

A. Rights and Responsibilities

The Association recognizes that the board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees.

B. Operational and Managerial Responsibility

Without limitation, but by way of illustration, without limiting the generality of the foregoing paragraph, it is expressly recognized that the board's operational and managerial responsibility includes, but is not limited to:

1. The right to determine location of the school and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
2. The determination of the financial policies of the district, including the general accounting procedures, inventory of supplies and equipment, and procedures and public relations.
3. The determination of the management, supervisory or administrative positions allowed by ORS 243.650.
4. The maintenance, control and use of the school system property and facilities.
5. The determination of safety, health and property protection measures where legal responsibility of the board or other governmental unit is involved.
6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this contract.
7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline or transfer employees.
8. The creation, combination, modification or elimination of any position deemed advisable by the board.

9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance.
 10. The right to establish hours of employment and assign workloads in accordance with the workweek clause of the contract.
- C. The foregoing enumerations of the functions of the board shall not be considered to exclude other functions of the board.

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ARTICLE 5
GRIEVANCE
PROCEDURE

A. Purpose

A grievance, for the purpose of this contract, is defined as any alleged violation of the provisions of this contract.

B. Definitions

1. The term “days” shall mean regular district business days.
2. The term “representative” is the one who may speak for and/or advise a party in interest.
3. The term “immediate supervisor” refers to the one who has direct administrative or evaluative responsibilities over the grievant.
4. The term “grievant” shall mean an employee, group of employees, or the Association.

C. Grievance Guidelines

1. The grievant must be present or represented at all steps of the procedure. The grievant **may will** be represented by a **person or persons** **designated representative** of their choice at any step of the grievance procedure.
2. The number of days indicated at each level shall be considered maximum.
3. The time limits may be extended by mutual consent in writing by the parties involved in any level.
4. A grievance shall be considered resolved at any level at which the grievant fails to request further consideration of their grievance at the next level within the time limits specified in these procedures. 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.
5. Each grievance shall be initiated within ten (10) days after the occurrence of the cause of the complaint. However, if the grievant did not become aware of the occurrence until a later date, they must then initiate action within ten (10) days following their first knowledge of the cause. In failing to thus initiate action, they shall be considered to have abandoned the grievance. The grievant shall be considered also to have abandoned the grievance if the grievance has not been filed within one hundred twenty (120) days from the

date of the occurrence of the facts which give rise to the grievance.

6. Any classified employee required to testify as a witness at a hearing during their scheduled work hours shall not suffer a loss of pay nor utilize any paid leave.
7. Decisions made at Level 2 and beyond shall include at least the following information:
 - a. Statement of findings by the immediate supervisor or other appropriate district official;
 - b. Affirmation or denial of the alleged violation;
 - c. The district's remedy; and
 - d. The name and signature of the immediate supervisor or other district official responding to the grievance.
8. Documents related to the processing of a grievance shall be stored in a file separate from the official personnel file of an employee. If a grievance document is found in an employee's personnel file, the District will remove the document and place it in the separate grievance file.

D. Levels of Grievance Procedure

(Grievances will be processed consecutively through Levels 1, 2, 3, and 4)

1. LEVEL 1 – Informal

The grievant will first discuss the grievance with their immediate supervisor within ten (10) days of their knowledge of the grievance, either individually or accompanied by a representative, with the objective of solving the matter informally. The immediate supervisor shall communicate their decision to the employee within ten (10) days. The decision will not solely be communicated through electronic communication.

2. LEVEL 2 – Formal

Grievances submitted at Level 2 and beyond shall contain at least the following information:

- a. Name and signature of grievant (not applicable if the grievance is filed on behalf of a group or the Association);
- b. Article and section of the contract allegedly violated;

- c. Statement of the facts;
- d. Date action occurred and/or when the individual became aware of it;
- e. Remedy sought;
- f. Signature of OSEA president/co-president or their designee.

If the grievant is not satisfied with the disposition of their grievance, they may file a written grievance with their immediate supervisor with a copy to the Association president/co-president within ten (10) days following the decision at Level 1. This complaint shall be in writing and shall set forth the information required within Level 2. The immediate supervisor shall communicate their decision in writing within ten (10) days to the grievant with a copy to the Association.

3. LEVEL 3 - Formal

Within ten (10) days of receipt of the decision rendered at Level 2, the immediate supervisor's decision may be appealed further to the superintendent or their designated representative. A decision by the superintendent or their representative shall be made within ten (10) days of receipt of the appeal. However, the superintendent, at their option, may schedule a hearing on the matter within ten (10) days. If so, written notice of the time and place of the hearing shall be given five (5) days prior thereto to the grievant. Attendance at the hearing of the appeal shall be restricted to the grievant, their designated representatives and relevant witnesses. Within five (5) days of the hearing or review, the superintendent shall communicate to the grievant their written decision, which shall include supporting reasons therefore.

4. LEVEL 4 - Formal

- a. If the grievant is not satisfied with the superintendent's decision, they may appeal the decision, with the written approval of the Association, to arbitration within ten (10) days.
- b. When a timely request has been made for arbitration, the parties or their designated representative shall attempt to select an impartial arbitrator. Failing to do so, within fourteen (14) days of the request for arbitration, the Association shall request from the Employment Relations Board Conciliation Service Division, a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike. Other procedures, to which the parties mutually agree, can be used in lieu of striking from a list.

- c. The arbitrator so selected shall confer with the representatives of the employer and the Association and hold hearings promptly and shall issue their decision not later than thirty (30) 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 to them. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall have the power only to advise on improper application of the salary schedule. The arbitrator cannot add to, subtract from, modify or amend the terms of this agreement. The arbitrator shall have no power to substitute their discretion for that of the employer or the Association in any manner not specifically contracted away by the parties. The arbitrator shall be without power or authority to make any decision which requires commission of an act prohibited by law. The decision of the arbitrator shall be binding on both parties, as long as it is within the scope of his/her jurisdiction.

- d. The cost for 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 employer and the Association. Any other expenses incurred shall be paid by the party incurring that expense.

ARTICLE 6
DISCIPLINE & DISMISSAL

A. Purpose

The district reserves the right to discipline or dismiss an employee with just cause for conduct which is a direct hindrance to the effective operation or performance of district functions and may include: misconduct, incompetence, insubordination, malfeasance or willful violation of district or department work rules. In all matters which may lead to discipline, the employee shall be informed of their right to representation.

B. Corrective Steps & Discipline

Step One: Documented Oral or Written Directive/Warning. ~~To be used in in-building, working file only.~~ *The documentation is not disciplinary and will not be kept in the employee's personnel file. The documentation remains with the originating supervisor and may not be referenced after 24 months.*

If the district determines that further action is necessary, discipline shall be progressive in nature. The additional steps under progressive disciplinary action are:

Step Two: Written reprimand,

Step Three: Suspension without pay,

Step Four: Recommendation for dismissal, with notice in writing to the employee and the Association.

The parties agree that the severity of the action by the employee will dictate the level at which the progressive discipline will commence.

- C. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.
- D. If the district has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Reprimands shall be given in private and confidentiality shall be respected.
- E. Except in the case of flagrant misconduct, when the district believes that discipline or dismissal is warranted, the following shall apply:
1. The district's expectations shall be reasonably related to the orderly, safe, and effective operation of the district and the district's ability to meet its responsibilities to students and citizens.
 2. The standards of due process shall apply to such matters.

3. The district shall conduct an impartial investigation and the outcome of the investigation must produce evidence to support the district's conclusions.
4. Discipline shall be applied equitably and shall consider the seriousness of the offense and the employee's past work history.
5. Upon the completion of the investigation, the immediate supervisor will notify the employee of disciplinary action. The immediate supervisor has ten (10) days to take that disciplinary action.

F. Immediate Suspension

1. In the event of flagrant misconduct, the employee may be suspended immediately from employment with the district until such charges are investigated and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
2. If the charges are upheld, the termination date shall be the date of the suspension.
3. Investigation and decision of charges for suspended employees shall not exceed ten (10) workdays from the time of suspension. If additional time is needed to conduct an adequate investigation this period with pay will be extended.

G. Plan of Assistance

When the district determines that the nature of the offense is such that the unsatisfactory behavior or performance of the employee might be corrected and warrants continuance of employment, if a plan of assistance will be developed as outlined below:

1. The employee shall be informed of the unsatisfactory behavior or performance by the immediate supervisor and given an opportunity to correct the deficiencies.
2. The Association will be informed when an employee is to be placed on a plan of assistance and a representative may (at the employee's request) attend any meeting related to the plan at which the attendance of the employee is required.
3. If the unsatisfactory performance continues, the employee will be provided a written plan of assistance which includes specific examples of deficiencies, expected standards to be met, specific assistance to be given by the immediate supervisor or administrator, reasonable timelines for the corrections to occur, and the consequences of failure to successfully complete the plan.

4. The immediate supervisor and the employee shall sign the plan, and the employee may attach a statement to the plan to be included in the employee's personnel file.

H. Dismissal Procedures

1. If, in the opinion of the immediate supervisor, the service of the non- probationary employee is unsatisfactory, a plan of assistance (if required under Section F above) has been unsuccessful, or the conduct of the employee is flagrant (as outlined in Section E above), then the employee shall be notified that a recommendation shall be submitted to the superintendent for dismissal.
2. The superintendent or designated representative will review this recommendation and notify the employee and the Association in writing of the decision.
3. A classified employee who has been dismissed shall be entitled to a hearing before the school board if a written request is filed with the board within fifteen (15) calendar days of the dismissal.

ARTICLE 7
COMPLAINT
PROCEDURE

The intent of these procedures is to provide a complaint procedure that will handle such complaints promptly and fairly. A complaint is a negative remark or criticism made against classified employees to the District.

A. Complaint Resolution

1. Step 1

- a. If an oral or written complaint is made against a classified employee, the administrator will meet with the employee within seven (7) working days after receiving the complaint in order to address the complaint.
- b. This timeline may be extended by the number of days the employee or administrator is absent during the seven (7) working days following the complaint.
- c. Complaints that are ~~apparently~~ resolved at Step 1 may be referenced if a subsequent complaint occurs within twelve (12) months of the original complaint and if a subsequent complaint demonstrates a repeating pattern of behavior.
- d. If the complaint is not resolved in this meeting, then an administrator may process the complaint according to Step 2.
- e. Any complaint which is not discussed within the required time shall not be considered in the employee's evaluation, nor shall it be placed in their personnel file.

2. Step 2

- a. If the complaint is not resolved in Step 1 above, then the complaint shall be processed under the following circumstances:
 - i. If the administrator intends to reference the complaint in the employee's evaluation;
 - ii. If the administrator intends to place a record of the complaint in the employee's personnel file.

- b. Any complaint processed at Step 2 will be written and signed by the complainant or the administrator and will include the following:
 - i. The name of the employee against whom the complaint is made,
 - ii. The date of the complaint,
 - iii. A written narrative explaining the circumstances for the complaint,
 - iv. The names of the complainants.

The employee will receive a copy of the written complaint two (2) days prior to meeting with the district.

- c. During the investigation of the complaint, the district will refrain from taking disciplinary action. However, paid administrative leave will not be considered to be a disciplinary action.

B. Miscellaneous Provisions (Section needs formatting)

1. If the complaint is placed in the employee's personnel file, it shall include all of the information listed under Step 2 and signed acknowledgement from the employee that the employee is aware that the complaint is being placed in the file (or if the employee refuses to so acknowledge, a note from an administrator to that effect).
2. The employee shall have the right to a trained OSEA representative of their choice at all steps of this procedure. Employees have protection under Article 5 Grievance Procedure for all disciplinary actions.
3. In processing a complaint, the administrator will withhold judgment until they have had an opportunity to listen to the employee's response to the complaint. The administration may coordinate a meeting including the complainant and employee if that is viewed by administration as a constructive step in resolving the matter.
4. Any directive given to an employee at the conclusion of this process shall be given in writing and shall address specific expectations and any intended consequences that may result from the employee failing to comply with the written directive.
5. If a complaint is referred to in an evaluation or is placed in a personnel file in violation of the complaint procedure, the violation is subject to a grievance under Article 5 Grievance Procedure up to and including binding arbitration.
6. The employee shall not contact the complainant about the complaint without specific permission from the employee's supervisor.
7. Should the employee's supervisor be on an extended absence, the complaint will be reassigned to a designee by the district.

ARTICLE 8
PERSONNEL
FILES

- A. The personnel file of any employee in the bargaining unit shall not have an evaluation or any information of a critical nature that does not bear that employee's signature or initials indicating that the employee has been shown the material or a statement by the supervisor that the employee has been shown the material and that the employee has refused to sign or initial such information.

Upon written request of the employee the district will identify the name of the party submitting a document and the date received in the human resources office where such document is placed in the employee's personnel file.

- B. The personnel files are to be kept a secure electronic format accessible via the Human Resources office. All requests to review them are to be made to the district human resources director. Upon request, an employee may review and copy any material from their cumulative personnel file. Nothing may be removed from said file for the purpose of copying unless such materials are to be used for the employee's personal use or in any litigation, grievance or arbitration hearing conducted in accord with this contract.
- C. An employee shall have the right to attach a written statement of explanation to any material in the personnel file, or submit certificates of pertinent training and official commendations for placement in the personnel file.
- D. Letters of warning and reprimand may be considered temporary contents of the personnel file and upon written request of an employee may be removed and destroyed one (1) year after they have been placed in the employee's personnel file if the human resources director and employee mutually agree. A denial by the human resources director may be appealed to the superintendent and/or may be resubmitted after one (1) year from the original request.

ARTICLE 9
TRANSFERS & VACANCIES

Reassignment

When a job opening occurs, the administrator or immediate supervisor may make voluntary reassignments within the same position title, as identified by the broad span of jobs listed in the most current Appendix A of the contract, within the same school without posting of the position. The principal has the prerogative of posting the opening within the school for three (3) days to determine if any other employee is interested in the position. If the principal does not reassign, they will notify human resources of the vacancy.

Voluntary Transfers

1. An employee may request a transfer to a position title in the same or lower range of the salary schedule by submitting a letter of request to the human resources office. Such a request shall include the specific position(s) desired and shall be valid for the school year in which it is submitted. Placement of the salary schedule for the new assignment will be in accordance with G.4. of this Article.
2. Those who have submitted a transfer request to the district will be contacted by Human Resources or the hiring manager for an interview prior to posting of the position, either by email or phone. If more than one employee has requested a transfer in the same classification range, contact order will be by seniority. If the employee does not respond within twenty-four (24) hours excluding weekends and holidays) the next person on the list will be contacted for consideration.
3. If more than five (5) employees in the same classification and range have transfer requests the district is only required to interview the five (5) employees with the most seniority.
4. When making voluntary transfers, the district will base its selection on the following criteria:
 - a) Demonstrated experience and performance evaluations in the same or similar position,
 - b) Instructional and licensing requirements,
 - c) Service to the district, and
 - d) Basic qualifications as included in the job description and other special training and skills as may be applicable.
5. Any employee who is not selected for a transfer shall receive a response from the district indicating the reason(s) for non-selection.
6. If after following the process above, no transfer candidate(s) are selected, the position will be posted.
7. The district shall grant first priority to employees targeted for layoff to fill vacant positions prior to posting of those vacant positions. If a targeted

employee does not fill a vacant position, the district may consider a voluntary transfer into such a position.

Involuntary Transfers

1-If the District determines that a specific transfer is necessary due to program needs, the District shall take into consideration competencies, seniority, and employee interests. The District shall notify the employee of the reason(s) in writing. The transfer will not result in a loss of compensation. This section of Article 9 does not interact with or supersede Article 10 Reduction in Force.

2- An employee who is involuntarily transferred to a position that is classified in a lower range will suffer no loss in compensation.

~~3- If the district determines that a transfer of a specific employee is necessary due to special circumstances, the district shall notify the employee of the reason(s) for the transfer. The employee may request such notification in writing. The employee may request a meeting with the employee's supervisor to discuss the impact of the transfer. The district will not use the involuntary transfer process as a part of an informal disciplinary process without prior discussion with the Association.~~

~~4- An employee who is involuntarily transferred to a lower pay range shall be placed on the pay step which is the most comparable to, but not lower than, their present hourly wage. If the employee's present hourly wage exceeds the top step of the lower range, they shall have their salary frozen at their present wage. They shall be transferred to the top step of the lower pay range when that step equals or exceeds the frozen wage.~~

Posted Vacancies

1. The district shall notify Association members of vacancies in the bargaining unit. Such posting of job vacancies shall be for a period of at least five (5) business days within the district, and shall include an anticipated start date. If the district does not, in its sole opinion, find the internal candidates to be sufficiently qualified for the position, the district may post to the outside prior to the closing of applications for the position. The district practice of posting job vacancy notices in district buildings in designated locations will suffice for meeting the notification requirement.

If a posting exceeds 90 calendar days, the district will communicate the status of that posting to all applicants.

2. The district will not post a job vacancy if that posting is for a classification for which there is currently an employee on a recall list under Article 10 Seniority/RIF and Recall of this agreement, for which there are existing bumping rights.

3. When a job opening occurs, the district will give first

consideration to applications from present employees if a position has not been filled by a current transfer request as referenced in 9.B.

The first consideration process shall mean:

- a. The unit member will be given the right to interview for the position in keeping with the procedures outlined in this article;

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- b. The district may consider outside candidates determined by the district to have met the qualifications specified on the posting;
- c. The district may consider the qualifications or abilities of both internal and outside applicants for new or additional responsibilities which are attached or included in the job posting;

D. The most senior unit member will be selected for the position if two or more internal candidates are determined to be equally qualified by the administration. The inside candidate shall be selected if they are determined to be equally qualified with the outside candidate(s). The decision as to which applicant is the most qualified for the position will rest solely with the administration and is not subject to grievance. The process used for hiring can be grieved (see grievance procedures).

4. When an opening occurs for which no voluntary transfer takes place, or when a new position is created within the bargaining unit, an employee may apply for the vacant position. Upon regular application, all qualified present employees shall be given consideration for the vacancy. If an employee is qualified for the position sought, they will be entitled to an interview for the district posted position. If more than five (5) employees seek the same position, the district may use the criteria below to screen internal candidates so it is not obligated to interview more than five (5) employees.

The criteria are:

- a. Demonstrated experience and performance evaluations in the same or similar position,
- b. Instructional and licensing requirements,
- c. Service to the District,
- d. Basic qualifications as included on the posting and other special training and skills as may be applicable.

5. An employee who has applied for a vacant position or has requested a transfer and who is not selected to fill that position may request a verbal response from the district indicating the reason(s) for non-selection.

6. The district shall furnish the president of the Association with copies of all job postings. All unit member applicants for a position shall be notified of the final decision. Within fourteen (14) days after the selection decision is announced, the district, upon request, shall supply the Association with a list of all bargaining unit members who applied for the vacancy.

7. A regular employee who applies for and accepts a new position with the district shall normally be placed into the new position within two (2) weeks of the posted start date, unless notified at the time of hire of the district's need to extend that time line. In the event the district should need to delay placement of the employee into the new position, the employee may continue in the previous position, but will be compensated for all hours worked at the new rate of pay with all of the benefits and seniority appropriate to the new position.

Summer Vacancy Notification

During the summer break, employees who, prior to the end of the school year, have submitted to the human resources office a request in writing, including a mailing address, shall be provided notice of any vacancies for which they have a stated interest which occur during the summer break.

Temporary Work Notification During Work Periods

Employees who are interested in temporary work during summer, winter, and/or spring break periods may so notify the human resources office. Employees who indicate such interest shall be notified of temporary job opportunities. Compensation for temporary positions shall be at the rate established by the district.

Change to Different Position Title

1. Employees moving into a different position title shall serve a trial period of ninety (90) calendar days in the new position. At any time during the trial period the employer may, at its discretion, terminate the employee's service in the new position. If the employee had passed the initial probationary period prior to the move, the employee shall be returned to a substantially equivalent position as held immediately prior to the move., either the employee or the supervisor may determine if the role is not a good fit. In such cases, the employee will be reassigned to their previous or comparable position.
2. The right of an employee to return to a prior position title during the trial period shall be limited only by the application of the layoff provisions of this agreement or in the event that the employer has cause to deny the return of the employee.
3. Employees moving to a position at a higher range will be placed on the new column at their current step.
4. Employees moving to a position title at a lower range shall be placed on the new column at their same step, except as in C.2..

ARTICLE 10
SENIORITY/RIF &
RECALL

A. Seniority

Seniority shall be defined as the total length of service as a classified employee from the first date of service within the bargaining unit for the most recent date of hire. Time employed in a temporary position will not count toward seniority even when the employee may have been a unit member during that period. If two (2) or more members share the same district seniority, the seniority ranking for those members will be determined by lot in the presence of the chapter president/co-president or designee. All authorized paid leave will be counted towards seniority. Authorized, unpaid leaves of absence, in excess of thirty (30) working days, will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.

B. Layoff

Layoff shall mean the elimination of a job that is currently held by an employee, and the employee is not placed in a comparable position within the district, or the reduction by 18.75% of their total hours or more of a job currently held by an employee.

- When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified in writing by the district at least two (2) weeks prior to the effective date of layoff. See Appendix B
- Layoff of bargaining unit employees will be based upon job classification seniority, and such layoff will occur by classification with the least senior employee within that classification laid off first.
- If an employee occupies more than one position, then the employee's seniority shall be based upon the job that is being reduced or eliminated.
- Job classification seniority shall be defined as the total length of service within a designated job classification (as defined in Section F of this article).
- Laid off employees will not be paid any salary or benefits during the period of layoff. ~~Notwithstanding, a~~
- A laid off employee may, at their own expense, continue insurance coverage, subject to the approval of the insurance carrier(s).

C. Bumping

Bumping occurs during a reduction in force when a more senior employee's job is eliminated and instead of that employee losing employment, they "bump" a less senior employee and take that employee's job. The process of "bumping" will be facilitated by the district as per the Collective Bargaining Agreement.

1. For the purposes of this Article, "district seniority" shall mean the employee's total experience in the same or higher range, within the same classification (as described in Section G of this Article). Experience in a classification at a range that is lower than that of the person being bumped shall not be counted.
2. If an employee, who is notified of layoff, possesses greater district seniority than an employee in the same classification (but at the same or lower range), the employee scheduled for layoff shall be permitted to bump the least senior employee, provided the employee is qualified, as determined by the district, for the position being bumped into.
3. An employee targeted for layoff who previously worked in a different classification for the district may "bump" an employee in the other classification as long as two conditions are met:
 - a. The employee targeted for layoff has greater district seniority than the person to be "bumped", and,
 - b. The employee targeted for layoff had at least satisfactory evaluations while employed in the previous classification.
4. An employee who is reduced 18.75% of their total hours or more in their regular daily work schedule during the life of the contract may exercise "bumping" rights within his/her classification. See Appendix B.
 - a. In the event of a Reduction in Force, the district will review with the Association decisions regarding the reductions.
 - b. Protocols for the communication plan will be developed to maintain strong employer/employee relations.
5. Employees may not be involuntarily transferred to a previously held, lower classification for the sole purpose of avoiding layoff or bumping rights.
6. The district may transfer an employee targeted for layoff into a position or a cluster of positions that have a gross annual income within 10% of the employee's current gross annual income.

7. The district may post for a vacancy if there is no employee with existing bumping rights to that position.

D. Reduction in Hours

An employee whose hours are reduced will meet with the supervisor to be apprised of any revised work duties occasioned by the reduction in work hours and discuss revised priorities for the job.

An employee whose hours are involuntarily reduced below fifteen (15) hours per week is entitled to retain the rights under this article of the contract, to include recall rights, district seniority, and right to representation.

E. Addition in Hours

1. Bargaining unit members will have the following rights and privileges with respect to their levels of employment:
 - a. When hours are added to a building and/or program in the district after the beginning of a school year, those hours will first be offered to bargaining unit members in that building and/or program who, in the past three (3) years, have been reduced in those hours.
 - b. Newly added hours will be offered first to the most senior bargaining unit members in the building and/or program, in the same title, range, and job classification who have been reduced in hours during the applicable time period described above. Any ties in seniority shall be broken by drawing of lots.
 - c. No employee shall be entitled to have additional hours assigned to them if such hours would cause the employee to have a greater total numbers of hours than they were most recently hired for. For example, an employee hired for six (6) hours per day who is subsequently reduced by one (1) hour shall have no right to have hours added back in excess of one (1) hour.
 - d. An employee who would have otherwise been entitled to have hours restored shall have no right to hours that would conflict with that employee's existing schedule.
 - e. An employee who would have otherwise been entitled to have hours restored shall have no right to hours that require the performance of a skill or function that the employee does not possess, including specialized training unless such training must also be given to the substitute or temporary employee.

- f. The district shall not be required to transfer any employees or revise staffing in any program in order to facilitate hours being added back. The District shall also not be required to divide up hours to be restored to a building in a manner that is contrary to the best interests of students in the program.
 - g. In the event there are no employees who have had their hours reduced in the past three (3) years, or hours cannot be added back for the reasons set forth in this agreement, the district retains the right to fill such hours with a substitute (if the assignment is less than ninety (90) calendar days) or with a temporary employee.
- 2. Any hours that are added back to an employee after the beginning of the school year shall be subject to future elimination if the District determines that the need for such hours no longer exists.
 - 3. As hours are modified during the school year, the district shall provide a report to the Association president evidencing:
 - a. The number of hours cut (if any),
 - b. The number of hours added back (if any),
 - c. Where (to which building or program),
 - D. To whom (which employee) the hours were reduced and/or added.

F. Recall

Recall rights shall exist for twenty-seven (27) months from the date of layoff. Any laid off employee not recalled according to this procedure within the twenty-seven (27) months will be deemed to have been released from employment in good standing.

Whenever the district determines that a regular vacancy exists within a classification which has experienced a layoff (within the last twenty-seven (27) months), laid off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the district has on record for the laid off employee. The laid off employee will have ten (10) regular district business days to respond to the recall notice. Recall rights will be forfeited if:

- 1. The employee fails to report for work within ten (10) regular district business days of the time the notice was mailed by certified mail. If the employee will be unavailable for a period of time and wishes to receive notification, the employee shall supply human resources with the alternative notification directions, or

2. The employee fails to accept recall to a substantially equivalent position to that held immediately before layoff ("substantially equivalent" shall mean at least 80% or more of the hourly rate of pay or 80% of the number of hours per day of the position previously held) or,
3. The employee waives recall rights in writing.

If no laid off employee has responded to the recall by classification, or if no further laid off employees exist from the classification, all other laid off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in their own classification.

G. Job Classification

For the purpose of administering this article, and solely for this purpose, "classifications" for layoff shall be the following: can be found in Appendix A.

1. Aquatic Center Director and Aquatic Center Asst. Director

2. Educational Assistant 3, 4, 5, 6

School Attend/Engagement/ELL Liaison
Attendance Caseworker

3. Secretary 1, 2, 3, 4, 5, 6, 7

Health Assistant

4.

5. Custodian 3, 4, 5

Head Custodian 1, 2, 3
District Maintenance Facilities
Carpenter Facilities
Maintenance/Plumber Facilities
Maintenance/HVAC/R Facilities
District Maintenance Worker/Electrician
Physical Plant Engineer

6. Campus Monitor HS

Campus Monitor MS

7. Groundskeeper

Lead Groundskeeper

8. Information Systems Specialist

IT Support Analyst I
IT Support Analyst II
Application Support Specialist
Desktop Support Technician I
Network & Systems Technician
Help Desk Services Technician
Classroom Technology Specialist
Digital Curriculum Support Specialist

9.

- ~~10. Coordinator of Community Resources~~
- ~~11. Skills Trainer-SSSO~~
- ~~12. Print Shop Assistant-DO~~
 - ~~Print Shop Operator-DO~~
- ~~13. Accounts Payable Clerk: Fiscal Services Clerk-DO~~
 - ~~Accounting Assistant-DO~~
 - ~~Payroll Clerk-DO~~
 - ~~Lead Payroll Clerk-DO~~
- ~~14. COTA~~
- ~~15. LPTA~~
 - ~~Federal Programs Secretary (Title I, Title III, Title X)~~
- ~~16. Student Support Services Device & Equipment Assistant~~
- ~~17. SLPA~~
- ~~18. Network Administrator Systems~~
 - ~~Administrator Information~~
 - ~~Systems Specialist~~
 - ~~Digital Curriculum Support Specialist~~
 - ~~Endpoint Administrator~~
 - ~~Information Systems Analyst~~
 - ~~State Reporting Specialist~~
 - ~~Systems Analyst/Engineer~~
- ~~19. Systems Operator-Facilities~~

Annually, on or about October 1, the president of the Association and the director of human resources will meet to review and make any needed changes to ~~this job classification list and~~ Appendix A of this contract.

**ARTICLE 11
LEAVE WITH
PAY**

A. Bereavement Leave

1. For the first instance per year, up to five (5) days with pay shall be authorized by the district in the event of death of any member of the immediate family of the employee. For each subsequent instance in the same year, the district may authorize up to five (5) days in the event of the death of any member of the immediate household of the employee. For purposes of this leave immediate family is defined as: spouse, domestic partner, children, parents, grandparents, siblings, or grandchildren (to also include in-laws and step relatives of each category). It shall also include any other persons who are members of the employee's household and who are dependent upon the employee for a major portion of their support.

In any circumstances not covered by this definition or where unusual circumstances indicate, exceptions may be granted by human resources upon written application by the employee. Up to ten (10) days shall be available in accordance with Oregon law; employees may use accrued leave pursuant to any vacation, sick leave, personal leave, or other paid leave policy in accordance with Oregon Family Leave Act (OFLA).

2. Up to one (1) day per year leave with pay shall be authorized by the district to attend the funeral(s) of an employee's friend(s) or non-immediate family member(s).
3. The district reserves the right to require verification of the need for bereavement leave, if there is excessive use or a reasonable suspicion of misuse of this leave.

B. Family Illness Leave

~~1. Any employee may use up to five (5) days leave per year for illness for a member of the employee's immediate family. For purposes of this leave immediate family shall be defined as: spouse, domestic partner, children, parents, parents-in-law, grandchildren, grandparents, stepchildren, stepparents, and siblings. It shall also include any other persons who are members of the employee's household and who are dependent upon the employee for a major portion of their support.~~

~~2. The district reserves the right to require medical verification if it determines there is a questionable pattern of absence for a family illness or injury.~~

C. Injury Leave

1. Any employee who is injured while on duty shall receive compensation and

expenses as prescribed by Oregon Revised Statutes.

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2. Compensation paid to the employee by the district while the employee is receiving workers' compensation pay shall be equal to the difference between the compensation for the lost time pay and the employee's regular net salary. The employee's regular rate shall be that rate earned at the time of the job injury. In such district-paid instances, these pro-rated charges shall be made against accrued, but unused, sick leave. When the balance of sick leave is exhausted the employee may (if said employee has contributed to the Sick Leave Bank) apply to the Sick Leave Bank for extended relief. At the exhaustion of this leave no adjusting compensation will be paid.
3. In accordance with statutory provisions, the district may establish an MCO program (Managed Care Organization) to which injured workers are referred.

D. Jury Duty

1. If a classified employee is summoned for jury duty, human resources shall authorize such absence with pay, provided that if the employee receives a witness fee or payment as juror, such fee shall be turned into the business office and, provided further, that a copy of the summons and request for jury duty is filed with human resources. The employee shall retain all monies collected for mileage and expenses while on jury duty.
2. If the employee knows they will be dismissed from jury duty by eleven o'clock the employee shall report by telephone to the immediate supervisor for further instructions for the working day.
3. If an employee performs jury service and works their regular shift, the employee shall retain their jury duty payment for that day.

E. Subpoena Legal Leave

The district will grant up to three (3) days of leave with pay in the event an employee is subpoenaed to appear in a legal proceeding that is related to the employee's district job, and in which the employee is not a party.

F. Personal Leave

1. When an employee is absent because of personal business that cannot be conducted outside the regular workday, and the absence is not covered by another leave, the district will allow the employee up to ~~two (2)~~ three (3) days of personal leave, per year, non-accumulative, during which the employee will receive their daily pay. Personal leave may be taken in ~~increments~~ a minimum of two (2) hours or more.

2. A maximum of ten percent (10%) or a minimum of one classified staff per department and per building may use personal leave on the day before and/or after a holiday or break period as long as the member provides five (5) days' notice. In emergency situations, the prior notice and the ten percent (10%) limit shall not apply.
3. Requests for personal leave will be given to the immediate supervisor at least twenty-four (24) hours in advance of taking the leave, and shall state the general reason for the leave. In an emergency situation, approval for this leave may be given if application for leave is made immediately upon return to service. Examples of general reasons may include family emergency, legal, business, etc. The employee need not identify the specific activity and may include the term "confidential" as the reason. The district reserves the right to require verification of the need for personal leave if the district has concerns of a misuse of leave.
4. ~~For each unused full personal leave day, a stipend will be paid out by June 30th of each fiscal year in the following amounts: full time staff (6 hours or greater) will be paid \$50 for each unused day, part time staff (less than 6 hours) will be paid \$25 for each unused day.~~ Unused personal leave time shall roll over into sick leave at the end of the year.

G. Professional Leave

1. Requests for attendance at any meetings which involve district time or expense under this section must be submitted to the principal or immediate supervisor for approval at least one (1) week prior to the time of the meeting. The one (1) week deadline for application may be waived by mutual consent.
2. The district may, upon written request, authorize absence of each employee for professional purposes with pay up to three (3) days per year. Human resources may grant additional leave upon request.

H. Sick Leave

1. ~~Four (4) sick leave days are frontloaded on the employee's first work day of the fiscal year.~~ One day of sick leave will accrue for every twenty (20) days worked with a minimum of ten (10) days per year and a maximum of twelve (12) days per year. Sick leave will be credited according to the employee's average workday and will be pro-rated for mid-year new hires. Sick leave may only be used ~~for the employee's illness or injury or as allowed by law including~~ in accordance with Oregon Sick Time Law.

For purposes of this article, a twelve (12) month employee will be defined as an employee whose regularly assigned work year length is a minimum of two hundred fifty (250) days, including paid holidays and paid vacation.

2. Up to seventy-five (75) days of accumulated sick leave may be granted to employees transferring into the district from another Oregon school district. The accumulation shall not exceed that carried by the most recent employing district

and shall not be effective until the employee has completed thirty(30)

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days of work with the district.

3. The district will allow unlimited accumulation of sick leave. A grant of sick leave in excess of ~~three (3)~~ **five (5)** consecutive days, or anytime there is a questionable pattern of absence, may, ~~at the district's option,~~ have to be verified by a written statement from the employee's attending physician or practitioner performing within the scope of their license or certificate that injury or illness prevents the employee from working. **The request shall be made by the direct supervisor or Human Resources and submitted by the employee directly to Human Resources.** If the absence is extended over successive pay periods, these verifications must be submitted on a regular monthly basis, or worded by the physician or practitioner in such a way as to indicate the length of the absence. Those individuals, who for religious reasons do not employ the services of a medical physician, shall furnish such other proof as may be required by the district. In the event of a dispute regarding appropriate use of sick leave, the employee shall have the burden of proof in showing that the absence was due to personal illness.
4. The parties agree that this section constitutes a substantially equivalent program for the purposes of ORS 653.611.

5. Sick Leave Bank

Definition: for the purposes of this article, a workday will be equivalent to the employee's FTE.

- a. On or before October 31 of each year classified employees who have accumulated at least ~~ten (10)~~ **seven (7)** workdays of sick leave may contribute four (4) hours of their accumulated sick leave to a common bank. Employees who have not participated previously shall be permitted to contribute during the annual open enrollment period. Contributions shall be limited to the number of hours necessary to bring the bank to a level of one (1) average workday per classified employee. Such contributions are irrevocable. Participation in the bank shall be voluntary.

- b. Procedures for the Human Resources Office:

The Director of Human Resources, in his sole discretion, will determine who is awarded a grant based upon the criteria under 4.c. All requests to access the sick leave bank will be submitted to Human Resources. Human Resources will provide the chapter president, the name of the employee, proof of need, an accounting of their sick leave and the amount of the grant. The president will adhere to all confidentiality requirements that are required by applicable laws.

- c. Criteria to grant leaves from the Sick Leave Bank:

- i. The employee must have made at least one (1) contribution to the Sick Leave Bank.

- ii. District records show that the employee has exhausted all of their accumulated leaves (i.e., sick leave, comp time, vacation, and personal leave).
 - iii. The employee must obtain a statement from an attending physician or practitioner performing within the scope of their license or certificate verifying that a debilitating illness or injury exists which prevents the member from performing the duties of their job for more than ten (10) days.
 - iv. There must be sufficient days in the Sick Leave Bank to cover the request.
 - v. An employee is limited to receiving thirty (30) workdays from the Sick Leave Bank between July 1st - June 30.
 - vi. If the employee is eligible under PERS disability, workers compensation, or the district's long term disability insurance, the employee may access only partial sick leave days up to thirty (30) such days, such that the total of sick leave and disability payments do not exceed the employee's normal daily rate, unless accessing the sick leave bank would result in a reduction in disability payments. This provision does not apply to employees who are absent due to a parental leave.
 - vii. The employee must not have a history of questionable sick leave usage.
- d. When the request is approved or denied, the district office shall notify the employee and the chapter president. The district will reimburse all unpaid sick days from the date of the application until the employee returns to work or the employee has exhausted their grant from the bank.
- e. Records:
- The district shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank. These records shall be available at all times for review by the chapter president and the OSEA chapter officers. Annually the district shall notify the chapter president in writing of the accumulated days and days charged to the bank that school year.
- f. If the sick leave bank is discontinued, then any remaining workdays will be distributed according to the criteria in 4.c. above until the bank is exhausted.

I. Military Leave

Military leave with pay shall be granted in accordance with federal and state statutes.

J. Association Leave

The Association shall be granted time to attend conferences, trainings, or to conduct Association business, provided that the Association shall reimburse the district for the full cost (including payroll expenses) of the employee's release day. The Association shall notify the district in advance of its plan to utilize Association leave, which employees will be using the leave, and the length of time for the leave, and to whom the billing should be sent. Such leaves shall be subject to the approval of the immediate supervisor and human resources.

Upon request, and with at least ninety (90) days prior notice, the district will grant up to a two (2) year leave of absence to a classified employee that has been elected to an OSEA state office or executive position for which full-time release is available; provided that OSEA shall reimburse the district for the full cost (including payroll expenses) of the employee's release time. An additional two (2) years may be granted upon request from the employee no less than ninety (90) days prior to the expiration of the original leave. The employee must notify the district no less than ninety (90) days prior to the expiration of the leave of the employee's intent to return to the bargaining unit. The district will seek to place the employee to a similar position upon return. The employee shall be subject to terms of Article 9 Transfers & Vacancies of this agreement.

K. Paid Leave Oregon (PLO)

1. Members will be able to access Paid Leave Oregon, which may include family, medical, or safe leave, through <https://frances.oregon.gov/> or the current PLO website as long as the program is available from the state.
2. Members may choose to use their accrued leaves in any order they choose up to a full day (ie, sick, personal) to supplement PLO or decline to do so.
3. While on PLO, the employees will continue to accrue seniority and benefits, including health and pension benefits, on the same terms and conditions as if they were actively performing their job duties.
4. For the purposes of PERS Service Credit, the district will treat all time on PLO leaves as time worked. It will make contributions on the employees' behalf to PERS for all time spent on PLO leave.

ARTICLE 12
LEAVE WITHOUT PAY

A. Parental Leave

1. Parental leave shall be as provided by law.
2. Employees on parental leave should give the supervisor notice of the returning date at least two (2) weeks prior to returning.
3. The employee on parental leave who is not able, due to pregnancy or adoption, to return to service during the current work year shall notify human resources, in writing, by March 1st, whether they will be returning at the beginning of the following work year. If the district has not heard from the employee by March 1st, the district will make an effort to contact the employee by March 15th at which time the employee will be considered to have resigned.
4. The employee on parental leave shall retain all benefits accrued in the district prior to leave upon their return from that leave and will continue to be listed with PERS consistent with state law.
5. An employee returning to the district following parental leave shall be reassigned to the same or similar job assignment within the same classification.

B. Extended Leave of Absence

1. An extended leave of absence, without pay, for up to one (1) calendar year may, upon written request, be granted for any reason deemed sufficient by the district. Petitions for such leave shall be directed to human resources.
2. An employee returning to the district following leave shall be reassigned to the same or a similar job assignment, within the same classification, shall retain all benefits accrued in the district prior to leave upon return from that leave, and shall continue to be listed with PERS consistent with state law.
3. An employee on an unpaid leave of absence may continue district insurance plans at the member's expense, subject to carrier provisions.

C. Military Leave

Military leave without pay shall be granted in accordance with Oregon Revised Statutes.

- D. All members on or returning from an unpaid leave remain subject to provisions in Article 10 Seniority/RIF & Recall.
- E. An employee who serves as a replacement for a member on an unpaid leave extending ninety (90) work days or more shall not be entitled to provisions in Article 10 Seniority/RIF & Recall.
- F. Full-time, twelve-month employees have the option of taking additional vacation without pay, up to two (2) consecutive weeks beyond their earned vacation. The employee shall submit the request to their building principal or immediate supervisor, subject to the approval of the director of human resources. This additional vacation without pay shall not be taken more often than once in any three (3) year period.
- G. If an employee is authorized to take a leave without pay, that employee will have deducted, in addition to the employee's daily rate of pay, 1/365 of the annual insurance benefit for each day of leave. However, this deduction shall not be made until such time as the employee has accumulated ten (10) days of leave without pay.
- H. Unpaid days are not automatically approved by the district. A request for unpaid day(s) (with an explanation for the need for the leave) must be submitted and pre-approved by the director of human resources. Except in unusual circumstances, at least thirty (30) calendar days prior notice is required for such a request. An unpaid day may not be used to extend a holiday or vacation, except as set out in F of this article. Examples of significant milestone events that would be approved would include but not be limited to family graduations or weddings. Vacations and family reunions are examples of what would be denied.

I. Association Leave

The Association president/co-president or designee and up to a total of ten (10) members selected by Chapter vote shall be granted up to two (2) days leave without pay to attend the state annual OSEA conference, subject to availability of substitutes. The Association will notify the district human resources office at least two (2) weeks in advance of the dates of absence and the names of those employees attending.

**ARTICLE 13
EMERGENCY
CLOSURE**

Definition

Emergency closure includes all day, late opening, and early closure.

A. Inclement Weather Closure

1. When a decision has been made by the district to close school because of inclement weather, employees will normally not be required to report for work. This will be a paid workday. There will be no loss of leave due to an emergency closure. Should the district decide to make-up such lost days, employees will work without any additional pay (if they were not required to work on the closure day).
2. In the event an employee is required to report for work on a closure day due to inclement weather, the employee shall receive their hourly rate for the hours worked in addition to their regular daily wage. The District will implement a school closure notification for employees who are required to report.

B. Late Opening

1. On a "late opening" the district will attempt to notify employees if there is an adjustment in starting hours.
2. An employee required to report at their regular time shall be compensated at their hourly rate for the hours worked during the delay in addition to their regular daily wage. The total number of hours of additional pay cannot exceed the length of the delay.
3. Employees may be expected to report at their regular reporting time and work their regular shift without additional compensation, when their regular reporting time occurs on or after the late opening.

C. Emergency Closure

1. If a decision is made to dismiss students due to emergency conditions which are school site-specific (e.g. no electricity, water or heat), staff may be expected to remain on-site. If conditions are not conducive to continuing work productively in their respective work locations, employees may be asked to move to a different location either within the facility or to another site where conditions are more suitable.

2. The district reserves the prerogative to dismiss all or a portion of the staff if no suitable work environment can be arranged or if the amount of time available after traveling to another site would be of questionable productivity.
3. If an employee is released, they will receive compensation for a full workday. However, should the district decide to make up the lost time, the employee will work that time without any additional pay.
4. The district may decide to ask employees whose shift begins later to report at their regular time if the emergency condition is addressed or does not interfere with the employee's regular or modified work responsibilities. Such employees will not receive additional compensation for reporting. However, any employee who is required to report to work when others normally assigned to that shift are excused will be paid on the same basis as specified in A.2. of this article.
5. The administrator shall consider the safety concerns of all students and employees when making a decision related to the late arrival or early release of the employees.

ARTICLE 14 SAFE WORKING CONDITIONS

- A. The district will provide a safe and healthful working environment by complying with state and federal laws and regulations pertaining to workplace safety and equipment safety.
- B. In the event that district administrators are aware of situations where employees are likely to be exposed to serious contagious diseases, illnesses or other health hazards, the district will make a reasonable effort to provide this information to the employees who are likely to be exposed, unless confidentiality laws prevent it from doing so.
- C. In the event district administrators are aware of situations where students, being assigned to employees, have had severe behavioral problems in the past that are likely to pose safety problems in the future, the district shall make a reasonable effort to keep those employees informed of these facts unless prevented from doing so by the laws of confidentiality. This might include information related to safety protocols for individual students and/or behavior intervention plans the employee will participate in implementing, as well as information required by law related to illegal activity.

D. Building Student Conduct Committee

Each building shall have a Student Conduct committee that reviews behavior trends, qualitative and quantitative data, interventions, longitudinal outcomes, in order to support and improve the implementation of the Student Discipline Handbook. This committee will consist of representatives from licensed and classified groups. The building administrator will collaborate with the classified members to establish a team that works at the school site.

Meetings will be held monthly, and the time shall be determined by members once all committee members are selected. Strive to have two classified members on the team. Classified members will be compensated if the meeting occurs outside of the work day.

D. District Student Discipline and Safety Committee

The District Student Discipline and Safety Committee will have oversight over workplace safety concerns including but not limited to environmental issues, disasters and threats, security, and member support in discipline and safety issues.

The committee will be comprised of up to five (5) members appointed by the GBEA Executive Council, up to five (5) members appointed by the OSEA Executive Council, and up to five (5) members appointed by the District.

The committee will meet at least quarterly. The GBEA, OSEA, and the District may bring issues to the committee for consideration. After review, any changes recommended by the committee will be forwarded to the respective bargaining teams for their review and approval.

In the event a member feels a safety or discipline procedure is not being followed, a member, or an OSEA Representative on behalf of the member, may register their concern to their building administrator. If the concern is not resolved at this level, the member may appeal to the administrator's supervisor.

Implied agreement between GBEA, OSEA, and the District. If GBEA does not agree, OSEA and District bargaining teams will meet again to decide how to proceed.

- E. According to ORS 343.154, all classified service providers of students on an IEP or 504 plan who have a behavior plan or are involved in an incident that places the student, other students, or staff at imminent risk of serious bodily injury (as defined in ORS 339.285 and OAR 581-015-2425) shall be ~~allowed~~ invited to participate and have meaningful input into the development, review, or revision of the student's behavior plan.

Meaningful participation and training could include, but is not limited to:

1. Attending a behavioral support planning meeting
2. Meeting with a licensed member to review, ask questions, and provide feedback on the plan after a planning meeting; and/or
3. Provide information prior to a planning meeting that will help inform the plan

Classified service providers responsible for supervising a student on implementing a plan should be informed about relevant portions of the behavior intervention plan and of any training opportunities needed to execute the plan.

- F. To reduce the potential for harm to staff members, the district may provide the following when appropriate to do so based upon a school team's recommendation (List is not all inclusive and is based on individual student and staff needs):

1. Positive Behavior Supports,
2. Increasing interventions,
3. Functional behavior assessment followed by a behavior intervention plan,
4. Training of employees on proper lifting techniques,
5. Lifting equipment (back supporter, mechanical lift) when the student's size warrants,
6. Training of employees who work with students who have a history of presenting safety issues,
7. Training on de-escalation, deflection and restraint/seclusion when a student's behaviors warrant and the school team determines necessary,
8. Safety protocols,
9. Behavior consultation,
10. Annual training in other areas identified by the district,
11. Safety equipment (such as bite guards, spit guards, protective gloves);
12. Blood borne pathogen training for identified staff,
13. First aid training for identified staff,
14. Training by special needs nurse for delegated health services, and

15. Other district level resources when needed, as identified by the district.

H. Following a significant health or safety incident, options to support the employee could include (List is not all inclusive and is based on individual student and staff needs).

1. Employees shall not be required to use leave benefits if they need to leave work following a significant health or safety incident
2. Consider adjusting staff or student schedule for safety needs

G. School administrators handle behavioral referrals through a process based on the district's disciplinary standards found in board policy.

H. A member of the bargaining unit whose personal property is stolen or vandalized while on school premises may submit a claim for restitution or repair costs. Determinations as to the amount of restitution or repair will be determined on a

case-by-case basis by the district administration.

- I. The district will make the Association aware of efforts being made to ensure employee safety.
- J. Annually, the district will review with the Association officers, or their designee, through the Labor/Management Committee, the training needs and concerns of members and propose a schedule and format to address those needs.

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ARTICLE 15
TUITION REIMBURSEMENT/EMPLOYEE ENRICHMENT

- A. The district may pay each classified employee, excluding those in temporary positions, tuition reimbursement for up to six (6) credit hours per year for each year of the contract (up to the Portland State University graduate level rate) with a limit of twelve (12) credit hours in any one fiscal year. Requests for additional hours can be submitted to the director of human resources for consideration.
- B. The employee requesting tuition reimbursement, or district payment to attend training schools, workshops, or courses, must have prior approval of the building principal or immediate supervisor and human resources and the course content must be related directly to the job assignment of the employee, or the mutually agreed upon professional growth and development plan of the employee.
- C. The employee receiving tuition reimbursement may receive both the district reimbursement and veteran benefits.
- D. All members who receive materials/equipment as a result of this article shall retain ownership of the property.

E. District Paid

If an employee wishes to have prepaid tuition, the employee must have approval from human resources at least five (5) business days in advance of the regular college registration or workshop or conference. Verification of successful course completion, that is grade C or higher, shall be by grade report submitted to human resources. If such verification is not submitted within thirty (30) days of the end of the term in which the course was taken, the amount of the tuition prepayment may be deducted from the employee's next paycheck. Employees who are delinquent in submitting grade slips will not be eligible for prepaid tuition for the duration of this contract.

F. Employee Paid

If an employee pays tuition directly, and expects reimbursement for that payment, the employee must submit to human resources proof of payment and a grade report showing successful course completion, that is grade C or higher, within thirty (30) days of the end of the term in which the course was taken. Reimbursement will be made within fifteen (15) business days of such submission.

- G. Whenever classified employees are required by the district or their administrator to attend training schools, workshops or courses which are not conditions of employment, the district will pay the costs of such classes, the employee's salary, and mileage reimbursement in accordance with Article 27 Use of Vehicles. Employees may submit for consideration of district payment costs for fees and materials required for the course.

- H. On-line or workbook courses will be permissible for tuition prepayment/reimbursement only if approved by Human Resources prior to course registration.
- I. With prior supervisor and human resource approval, an employee shall be allowed to attend classes, workshops and training during their workday without loss of pay.
- J. At the first Labor Management meeting in the spring, the district and Association shall identify staff development needs for classified employees, and develop a plan to address them.

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ARTICLE 16
WORK
SCHEDULE

A. Workweek Definition

1. The workweek, to the extent consistent with the operating requirement of the district, shall consist of five (5) consecutive eight (8) hour days scheduled by the district, exclusive of lunch periods.
2. All regular employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Employees shall be notified of their work schedules including the employees' shifts, workdays and hours. The district reserves the sole discretion over operational needs and requirements regarding work schedules including employees' shifts, workdays and hours; however, prior to making changes in work schedules the district will take into consideration the desires and interests of employees as a factor in determining work schedules.

3. Modified Workweek

During vacation periods the district may provide the option of a four (4) day workweek for designated employees. All regular employees shall be notified in advance of their work schedule for the modified workweek. During the modified workweek, full-time employees accrue all benefits as if working five (5), eight (8) hour days. All leaves will be utilized at ten (10) hours per day (or if less than ten (10) hours, pro-rated accordingly).

During the modified workweek, overtime shall be any hours worked over forty (40) hours per week or ten (10) hours per day. During holidays, a flexible schedule will be allowed, exclusive of D of this article, to allow the employee to make up the two (2) hours or allow the use of vacation, leave without pay or accumulated compensatory time at the employee's option.

4. Parent Conference Weeks

A principal, with the consent of the employee, may have the employee work a longer day for one day during parent conference weeks, to be coupled with an equally shortened day during the same week. Such modified schedule shall not result in overtime pay for the longer day.

B. Meal Period

Each employee scheduled to work more than five (5) consecutive hours shall have scheduled an uninterrupted meal period of not less than one-half (1/2) hour. If such lunch period is duty free, the time shall not be credited as time worked and shall not be paid. The meal period shall be scheduled by the supervisor as nearly as practicable to mid-shift.

C. Rest Breaks

Each employee shall receive fifteen (15) minute rest breaks, based on the chart below. These should come as close as practicable to the middle of each work segment or major portion thereof.

Rest breaks may not be added to the meal period or deducted from the beginning or end of the work period. Rest breaks may not be waived or used to adjust work hours,

<u>Length of Work Period</u> <u>(The paid period between</u> <u>the time an</u> <u>employee begins & ends</u> <u>work)</u>	<u>Number of</u> <u>Rest Breaks Required</u> <u>(15 minutes each)</u>	<u>Number of</u> <u>Meal Periods</u> <u>Required</u> <u>(at least 30 minutes)</u>
2 hours or less	<u>0</u>	<u>0</u>
2 hrs 1 min - 5 hours	<u>1</u>	<u>0</u>
5 hours 1 minute - 6 consecutive hours	<u>1</u>	<u>1</u>
6 hours 1 minute - 10 consecutive hours	<u>2</u>	<u>1</u>

D. Email Time

Each employee needs to have access to appropriate technology to read district email during the work day. A minimum of 15 minutes will be scheduled into each employee's day to read email. This may be divided into segments. Email times will be designated on the schedule. The district will take into consideration the desires and interests of employees as a factor in determining schedules.

E. Transition Time

During a workday, if an employee is scheduled in more than one work area, reasonable time to transition from one assignment to the next, including before and after meal periods, will be identified in the employee's schedule. Transition time is included within the fifteen-minute rest break.

F. Overtime

Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay or compensatory time off for all assigned hours worked in excess of eight (8) hours per day or forty (40) hours per week (except as modified in A3) or any work required on a legal holiday as defined in Article 18 Holidays. All overtime worked shall have prior approval of the supervisor. The supervisor shall annually review with the employees, criteria for approving overtime.

G. Emergency or Alarm Call

An employee who is called back to work outside the employee's regular shift will receive overtime compensation consistent with this Article for the time actually worked; but, in no event will the employee be paid less than two (2) hours at the employee's regular rate of pay.

H. Compensatory Time

Arrangements for compensatory time (paid wages or time off) shall be made in advance with the supervisor, when the employee works a schedule different from the employee's normal schedule. It is understood that the district retains the right to ultimately decide the method of reimbursement. However, the district will make an effort to ensure that the option for compensatory time or paid wages is equitably applied throughout the district.

All compensatory time shall be reported on *Additions to Time Worked* form. Compensatory time not used by the cut-off date for the June payroll shall be paid in the June payroll.

I. Flex time

On an occasional basis the regular working hours of an employee may need to be flexed. In such situations, the supervising administrator shall give the employee reasonable notice prior to the change of the schedule.

Flexing an employee's work day shall mean that the employee will work the same number of hours that they would normally work, only during a different time frame.

This Section G shall not change the parent conference language of Section A 4 of this article.

J. The requirement to pay overtime wages in Sections A Workweek Definition and D Overtime above shall be waived for work beyond eight (8) hours in a single day provided that the employee is performing work as a facility monitor and the additional hours do not make the employee work more than forty (40) hours in that week.

ARTICLE 17
PROBATIONARY
PERIOD

- A. The parties recognize that the probationary period is an integral part of the employee selection process.
- B. Every employee hired into the bargaining unit shall serve a probationary period of six (6) calendar months, provided, however, that any time served in the months of July or August may extend the probationary period for an equal amount of time, upon written notification to the Association president that the period is being extended, and the reason for the extension.
- ~~C. The Association recognizes that probationary employees serve at the discretion of the district. Therefore, the district maintains the unrestricted right to terminate probationary employees.~~
- C. Regardless of probationary status, all classified employees shall not be disciplined or terminated without just cause.*
- D. The district will make a reasonable effort to evaluate, in writing, all probationary employees within their six-month probationary period after employment.

ARTICLE
18
HOLIDAYS

- A. Employees shall receive holidays, without loss of pay, as set forth in this article. Employees shall be on the payroll and in attendance or on any paid leave on the workdays scheduled by the district prior to and after the observed holiday in order to receive holiday pay for that holiday.

In the event that emergency closure extends the school year, the extended days shall be considered “as scheduled” by the district as it pertains to this article only.

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

1	Independence Day	7	New Year's Day
2	Labor Day	8	Memorial Day
3	Veteran's Day	9	President's Day
4	Thanksgiving Day	10	MLK Jr. Day
5	Day following Thanksgiving Day	11	Juneteenth
6	Christmas Day		

- C. The following are observed holidays for less than twelve (12) month employees:

1	Labor Day	6	Memorial Day
2	Veteran's Day	7	President's Day
3	Thanksgiving Day	8	MLK Jr. Day
4	Day following Thanksgiving Day	9	Juneteenth
5	New Year's Day		

Juneteenth will be a paid holiday for those less than twelve (12) month employees who are scheduled to work the day before and the day after the Juneteenth holiday.

- D. An employee's holiday pay shall be the equivalent of one (1) regular day of work for the district. A regular day of work is based on the employee's assigned FTE.
- E. An employee required to work on an observed holiday shall receive the overtime rate for all hours worked in addition to regular holiday pay.

F. Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday

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will be observed on Monday.

- G. For purposes of this article, an excused absence with pay shall be counted as time worked in determining eligibility for holiday pay.

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**ARTICLE
19
VACATION**

A. Vacation Accrual

1. Vacation pay shall be earned by twelve (12) month employees as indicated below. Unused vacation time shall be paid at the time of termination or layoff if the layoff is of unknown duration. If the layoff duration is known, the district will give consideration to employee requests for retention or payoff of accrued vacation time.
2. Vacation for first year employees shall not be credited until an employee has been with the district for six (6) months. After completion of the six (6) month probationary period, five (5) vacation days have been earned and will be shown on the books.
3. Employees who have accumulated at least eighteen (18) months with the district in a position that is less than a twelve (12) month position shall, when hired into a twelve (12) month position, be granted credit for time worked toward vacation accrual, subject to the following restrictions:
 - a. The actual number of months worked by the employee in the less than twelve (12) month position shall be divided by twelve (12) and the resulting figure shall then be rounded to the nearest year to determine the amount of the credit, and;
 - b. The maximum credit that can be earned under this section shall be five(5) years.
4. Vacation earned shall accrue on a monthly basis, provided, however, that the vacation shall accrue only if the employee has worked or has been on a paid leave for twelve (12) days in the month. The days indicated on the chart below are earned after completion of the corresponding year.

For example, on the chart below, after completion of the seventh year of service, the employee begins to accrue the fourteenth (14th) vacation day. After completion of the tenth (10th) year of service, the employee begins to accrue the seventeenth (17th) vacation day.

years	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
days	10	10	11	11	12	12	13	13	14	15	16	17	18	19	20

Employees who are already accruing more vacation days from the 2023-2026 contract, shall not receive fewer vacation days in accordance with the chart above. They will begin accruing additional days when years of service have re-aligned with the chart.

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YEARS OF SERVICE COMPLETED WITH DISTRICT

1 4 5 6 7 8 9 10 11 12 13 14 15

VACATION DAYS

10 12 13 14 15 16 17 18 19 19 19 20

B. Vacation Account

All twelve month employees hired on or before December 31, 2007, shall be capped at a maximum of 400 hours in their vacation account. Twelve month employees hired January 1, 2008, or after, shall accrue a maximum of 240 hours. Once the maximum account level is met, employees will not accrue further vacation hours until their vacation account is below the capped amount.

C. Scheduling of Vacation

1. Vacation time for twelve (12) month employees shall be scheduled and taken with the permission of the district supervisor and notification to the building principal. Up to ten (10) days of earned vacation may be taken while school is in session although limitations may be placed upon the number of employees approved for concurrent vacations within the same function area. Additional vacation days may be requested for use on days of student attendance, subject to the employee's district supervisor's approval.
2. It is intended that vacation requests be communicated to supervisors at least four (4) weeks in advance of the dates on which it is to be taken. For ease of scheduling, a twelve-month vacation calendar shall be created by the district supervisor.
3. The district supervisor shall approve vacation based on date/time of submission. If more than one request is submitted at the same time, for the same dates, then vacation approval shall be based on seniority. District supervisor shall notify the building principal of approved vacations.
4. Vacation, once approved by the building principal following district guidelines, will not be rescheduled unless the district determines an emergency situation exists requiring the employee's presence. In that event, vacation will be scheduled as soon as possible. The employee will not lose vacation if it cannot be scheduled by their anniversary date. It will be rescheduled within twelve (12) months or by the next anniversary date.

ARTICLE 20
Compensation

A. Salary Schedule

~~2023—2024: On July 1, 2023, the salary schedule will be re-indexed accordingly: Range 9 step 1 will be increased to \$20.20. From there, adjusting steps by 3.2% and ranges by 3%.~~

~~2024—2025: On July 1, 2024, the salary schedule shall be increased by 4%.~~

~~2025—2026: On July 1, 2025, the salary schedule shall be increased by 3%.~~

2026-2027: On July 1, 2026, the salary schedule shall be increased by 3%. Additionally, the district shall assume the payment of the 6% employee PERS contribution on an ongoing basis.

2027-2028: On July 1, 2027, the salary schedule shall be increased by 2%.

2028-2029: On July 1, 2028, the salary schedule shall be increased by 2%.

B. Placement of New Employees

The parties agree that the district shall have the right to hire a new employee above the second step of any salary range provided they have education or comparable experience in that position. The district agrees to notify the Association of such placement. Education credit shall be granted one step for an Associate's Degree and two steps for a Bachelor's Degree; provided, however, that additional steps shall not be awarded for multiple such degrees.

C. Placement of Current Employees

Employees who advance their education while employed by the district shall be granted one step for an Associate's Degree and two steps for a Bachelor's Degree; provided, however, that additional steps shall not be awarded for multiple such degrees, and that the employee shall not be granted these steps if they were granted such steps at the time of hire.

D. Multilingual Learners Staff

Members who take and pass a standardized test of language will be placed on the next highest range.

The members will be expected to assist with language needs throughout the work day upon accepting the increase in range.

E. Substituting for a Licensed Member

In the event a substitute is unavailable, a **licensed** classified employee may be assigned to substitute in a classroom ~~under the guidance of a licensed teacher or administrator~~. If the classified employee substitutes in the class for 30 minutes or more, they will be paid their regular pay plus the hourly licensed sub rate for the amount of time they are substituting for the absent teacher, rounded up to the nearest 15-minute increment.

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F. Step Eligibility

All employees hired prior to April 1st of a fiscal year and not on the top step, shall be eligible to move one step based on the following:

~~2023-2024: Step for those eligible effective July 1, 2023~~

~~2024-2025: Step for those eligible effective July 1, 2024~~

~~2025-2026: Step for those eligible effective July 1, 2025~~

2026-2027: Step for those eligible effective July 1, 2026

2027-2028: Step for those eligible effective July 1, 2027

2028-2029: Step for those eligible effective July 1, 2028

All split range positions will be merged together at the higher of the two ranges if the split has an hour or less at the lower range.

When a split range position is configured where the lower range position has a lower step placement than the higher range position, the step placement will be moved to equal the higher range position's step.

Example: Current Position: 6 hours (Range 12 Step 10- Attendance Secretary) & .5 hours (Range 9 Step 5- Safety and Supervision Assistant)

New Position: 6.5 hours (All hours Range 12 Step 10- Attendance Secretary)

G. Longevity

An employee who meets the qualifications shall receive longevity pay as per the chart below, paid in a single payment in November of the year they qualify. Such payment shall be paid once annually **in a separate paycheck** to qualified employees. To qualify, employees must have been continuously employed in a GBSD classified position for at least ~~fifteen (15)~~ **twelve (12)** years, as of October 1. Continuous service shall mean unbroken service from the last date of hire. Approved unpaid leaves of absence exceeding six (6) months and breaks in service due to reduction in force will not count in the calculations of continuous service.

Years of Service	\$ Amount
12-14	\$400
15-19	\$500
20-24	\$600
25-29	\$700
30-34	\$800
35-39	\$900
40+	\$1000

Payments are non-compounding and not retroactive

H. Salary Advances

At any time after the first day of the month, and at least two (2) weeks prior to the

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next regular payday, employees will be allowed a salary advance of up to two-thirds (2/3) of accrued salary earned up to the date of the advance. An individual employee will be allowed no more than one (1) salary advance per month nor more than three (3) advances in one year. Any advance granted shall be deducted from the next monthly payroll earned by the employee.

I. Extra Duty

1. The District and the Association recognize that classified employees may apply for extra duty responsibilities beyond their regular job descriptions.
2. Compensation and the application process for extra duty assignments (e.g., coaching, club advising, or other supplemental duties) are governed by the provisions in the current Gresham-Barlow Education Association (GBEA) Collective Bargaining Agreement.

ARTICLE
21
INSURANCE
E

District contributions shall be applied toward purchase of district-approved medical, dental, and vision insurance. Group term life and long-term disability insurance premiums will be paid by the district for each eligible member outside of the insurance cap.

A. Insurance Contribution

~~2023 - 2024: Cap of \$1475 per month~~

~~2024 - 2025: Cap of \$1525 per month~~

~~2025 - 2026: Cap of \$1575 per month~~

2026-2027 - Cap of \$1650 per month

2027-2028 - Cap of \$1700 per month

2028-2029 - Cap of \$1750 per month

If in ~~2024-25 and 2025-26~~ 2027-28 and 2028-29, the GBEA insurance cap is greater, the classified staff will receive the same insurance cap as the GBEA.

B. Pooling

The district contribution for insurance benefits shall be pooled. The pool shall apply only to medical, dental and vision plan premiums that exceed the monthly insurance cap.

Employees hired after the pool is established will be eligible for pool dollars, however, if costs exceed what is available in the pool, that amount will be deducted from the insurance pool the following year prior to distribution of pool dollars.

If the pool does not cover the cost of the insurance premiums each month, payroll deductions will be made to pay the excess cost according to the following formula:

$$\frac{\text{Excess dollars in pool}}{\text{Excess insurance cost}} = \% \text{ of excess cost paid by pool}$$

Example: An employee's monthly medical insurance premium exceeds the employer's monthly contribution limit by \$50.00. If the percentage paid by the insurance pool

equals 60%, multiply \$50.00 by .60 to find out how much of the \$50.00 will be paid by the pool each month. In this example, the pool would pay \$30.00 each month and \$20.00 would be payroll deducted.

Money left in the insurance pool at the end of the insurance year will be held in a reserve fund and applied to the insurance pool established in September of the

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subsequent school year.

C. Couple Pooling

When two district employees are spouses or domestic partners, they may combine their insurance benefit dollars toward the premium costs of health, dental, and vision benefits. Any leftover balance will be split between the respective employee pools.

D. Long-Term Disability/Term Life Eligibility

Using district-provided benefit dollars, employees regularly scheduled at twenty (20) hours per week or more, will be enrolled in a long-term disability and a \$50,000 term life insurance plan.

E. Contribution for Part-time Employees

The district will contribute a portion of the insurance premium for employees who are scheduled to work less than full-time but not less than fifteen (15) hours per week. The district's contribution shall be one-half the full benefit amount. Full-time employees are those who average thirty (30) hours or more per week.

Those employees receiving one-half (1/2) benefits will be eligible for 100% of the pooling percentage toward their insurance premiums which are not covered by the district contribution.

F. Reduction in Contribution

If an employee's hours are involuntarily reduced in an amount that will affect the eligibility for benefits under this Article, the amount of the insurance premium contribution under Section A above will be frozen at the level that was paid prior to the reduction in hours, until such time as the hours are restored or the level of benefit increases beyond the frozen amount.

If the employee was receiving a full pool benefit prior to the involuntary reduction in hours, the district contribution under Section B above shall continue to be paid at the full-time employee level.

G. Section 125

The district shall make available the 125 Plan to all interested bargaining unit members. The plan shall allow for payment of out-of-pocket medical, vision and dental insurance costs from pre-tax dollars to the full extent allowed by law.

H. Insurance Committee

The insurance plans shall be selected by a committee comprised of three (3) classified and three (3) district members, each having an equal vote. Changes will be made only by majority agreement of the committee.

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ARTICLE 22
~~EARLY RETIREMENT INCENTIVE~~

A. General Provisions

~~The provisions of this article shall be effective on July 1, 1999.~~

Employees must have completed fifteen (15) years of continuous service in the Gresham-Barlow Schools and must be in the employ of the Gresham-Barlow School District at the time of retirement to be eligible for the **early** retirement incentive. Exceptions to continuous employment will be allowed for employees who were on authorized unpaid leaves of absence or layoff. However, those periods of absence shall not be counted as time employed.

Classified employees should notify the superintendent as soon as possible but not less than sixty (60) days prior to exercising the **early** retirement option.

B. Early Retirement Payment

Classified employees electing early retirement under the provisions of PERS shall receive a monthly payment of \$200.00. This payment shall be for a period of forty-eight (48) months or until the employee is eligible to receive their own Social Security benefits, or age sixty-two (62), whichever occurs first.

~~Unit members beginning regular employment after June 30, 1999, will not be eligible to receive the early retirement benefit.~~

C. Continuation of Insurance Coverage

An **early** retiree may continue to participate in the group medical, dental and vision insurance programs at the **early** retiree's cost, subject to Medicare eligibility and carrier approval.

~~D. Sick Leave Payout - New Members~~

~~At the time of retirement, the District will pay OPSRP members an additional check worth the number of days of their accumulated, unused sick leave days, valued at \$30 per leave day, up to a maximum of \$3,000.~~

~~Unit members beginning regular employment after June 30, 1999, will not be eligible to receive the benefits of this article.~~

ARTICLE 23
PAYROLL PROCEDURES / DEDUCTIONS

A. Payroll Procedures

The district will make salary payment to employees based on the employee's regular hourly rate multiplied by the actual number of regular scheduled hours per day multiplied by the actual number of regular scheduled days plus holidays in the work year divided by twelve (12). Pay basis for employees with irregular work schedules will be as determined by the district.

When deducting wage overpayment, the District will follow ORS 652.610.

B. Payroll Deductions

The district agrees to deduct from the salaries of its regular classified employees as requested by the employee:

1. Regular Association dues, fees and assessments for the state and local chapters of the Association.
2. Premiums for board-approved insurance programs.
3. Payments to the On Point Community Credit Association.
4. Tax Sheltered Annuities - TSA (employee contribution, not district paid).
5. Contributions to the United Way.
6. Gresham-Barlow Education Foundation.

The district further agrees to transmit dues deducted to the state office of OSEA.

- C. The Association will indemnify, defend and hold the district harmless against any claims made and against any suit instituted against the district on account of any payroll deductions for the Association. The Association agrees to refund to the district any amounts paid to it in error. Payroll deduction errors shall be adjusted within thirty (30) days after they become known.

- D. Section 125: See Article 21 Insurance.

E. Cell Phone Stipend

The District recognizes that the performance of certain job responsibilities may be enhanced by or may require the use of a cellular (cell) phone or Smartphone for staff under certain criteria. The District may provide a cell phone stipend (option) to classified staff that meets certain job

requirements. Stipend would be at the discretion of the

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building or department administrator and would be paid out of the school or department budget.

Criteria:

- Employees who require considerable time outside of their assigned office or work area and it is important to the District that they are accessible during those times.
- The job function of an employee requires them to be accessible outside of schedule or normal working hours where time sensitive decisions/notifications are required.
- The employee is designated as a “first responder” to emergencies and daily events in school.

Process:

- Staff opt in
- Stipend agreement would need to be signed by staff member
- Department or building supervisor would need to approve and stipend would come out of department or building general budget

Stipend Amount:

- \$40 a month
- The stipend will be paid to the employee on their regular paycheck.

Cancellation - Any stipend agreement may be immediately canceled if:

- An employee receiving a cell phone stipend terminates employment with the District;
- The employee changes position within the District, which no longer requires the use of a cell phone for business reasons;
- There is misuse/misconduct with the phone;
- A decision by the District (unrelated to employee misconduct) results in the need to end the program or there is a change in the employee’s duties.

The cell phone stipend will be paid to the employee on their regular paycheck.

ARTICLE 24
WORKING OUT OF SALARY RANGE

A. When a bargaining unit employee is assigned the daily duties of a position that is paid at a higher salary schedule range than that employee's regular assignment for more than ~~one (1) consecutive day~~, **2 hours in a day**, then that employee will be paid a salary on the column of the higher salary schedule range but at a salary rate closest to but not lower than their current hourly rate, retroactive to the first day.

B. If the alternate position requires training, it will be provided as soon as possible.

~~B.~~ *C.* The decision to have an employee from another range replace an absent employee is strictly at the discretion of the administration.

~~C.~~ *D.* The district shall determine if a substitute is necessary to fill whatever position is left open during the temporary reassignment.

ARTICLE 25
JOB DESCRIPTION REVIEW

- A. All job descriptions will be available digitally or upon request.
- B. The district recognizes that the duties and responsibilities of a classified position can be modified by two means. One is a change in the job description, and the other is an evolution of the job functions as a result of the needs of the district.
- C. When the district changes the duties of the job by way of a change in the job description for a position, the district shall consult with the Association about the salary schedule placement of the employee that fills that position. If the parties agree to a placement, the employee shall be placed there and the matter resolved. If the parties do not reach agreement, then the matter shall be handled under the terms of this Article.
- D. When the change is the result of an evolution of the job functions, the employee may request a review of job description and/or reclassification of the job, consistent with the procedures in this Article.

E. Reclassification Procedure

- 1. If an employee feels that the alignment of their position is not appropriate, the employee may submit a reclassification request in writing to the director of human resources. The request shall contain the following information:
 - a. Current job position and placement, including range.
 - b. Employee's requested placement.
 - c. Rationale for the requested placement change.
 - d. Date of letter.
 - e. Employee signature.

An administrator may also submit a request on behalf of an employee. Such requests shall include items listed above a. through d.

2. Upon receipt of a request for reclassification, human resources shall notify the reclassification committee that a request has been received. A date will then be established for the hearing of the request.
3. The reclassification committee shall consist of eight (8) voting members, four (4) appointed by the district and four (4) appointed by the Association.
4. At the time of the hearing, the requesting party shall have the responsibility of presenting evidence of the need for reclassification. This may be presented either in person, or in writing, or both. The evidence should concentrate on the job duties for the current classification and how those will change, or have changed, in the new classification. An administrator in charge of the area shall be consulted as well. The committee may ask questions of anyone presenting to them, and may make such additional inquiries, as the committee deems appropriate.
5. After the close of the hearing, this committee will confer and reach a decision concerning the reclassification, range, ~~step~~, and effective date. The decision shall be communicated to human resources. Human resources shall forward that recommendation to the superintendent for final action. This final action shall occur within forty-five (45) **calendar** days of the date of the application for reclassification is received in human resources, and such action by the superintendent shall be considered final. Human resources shall inform the requesting party, the committee, and the Association president of the superintendent's decision.
6. An employee whose job has been reclassified shall be placed on the new column at **their current** step. ~~that is not less than the hourly rate that employee would have received in the previous range. At the time of the reclassification decision, the employee's experience and education will be reviewed, and step or steps may be granted to the employee, which could result in the employee receiving increased pay.~~
7. Once a request is heard and decided, the employee may not again ask for reclassification for at least a period of ~~one (1) year~~ **twelve (12) months**, the only exception being if a substantive change occurs in the major job functions in the employee's position description.
8. This review period shall be applied toward meeting the district's interim bargaining requirement.

F. Factors Used in Classification

9. Qualifications required for knowledge, skills, and abilities.
10. Supervision exercised and received.
11. Mental effort and physical effort.
12. Education, training, and experience.
13. Nature of duties, level of difficulty of duties, and time allocation of duties.
14. Person-to-person relationships.
15. Responsibility.
16. Nature, complexity, and variety of work.
17. Working conditions.

G. Factors Not Used in Classification

18. Skill of incumbent.
19. Seniority of incumbent.
20. Volume of work.
21. Number of interruptions.
22. Age of public served.
23. Social status of public (i.e. affluent or disadvantaged) served.
24. Perceived stress.
25. Duties voluntarily performed.

ARTICLE 26
USE OF
VEHICLES

A. Personal Vehicles

1. If an employee is directed by the district to use the employee's own vehicle, the employee will be reimbursed for travel expenses at the district (IRS) approved business mileage rate and regulations.
2. If a unit member uses a vehicle in conjunction with school business, the member will notify the human resources office immediately if their license is suspended or revoked or the member is without automobile insurance coverage. The employee will be prohibited from using a vehicle in conjunction with school business until the suspension or revocation of the license is lifted and/or automobile insurance is reinstated.
3. Unless required by the job description, no member of the bargaining unit shall be required to use their own automobile to transport student(s) and/or school equipment.

B. District-Owned Vehicles

1. District-owned vehicles operated by bargaining unit members should have written vehicle maintenance records. Vehicles should be kept in safe operating condition.

ARTICLE 27
CONTRACTING &
SUBCONTRACTING

Should the district propose the subcontracting out of bargaining unit work, the parties acknowledge their mutual obligation to bargain in accordance with ORS 243.698. The district shall notify the association in writing of anticipated changes that impose a duty to bargain.

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**ARTICLE 28
FINGERPRINTING
&
COMMERCIAL DRIVER DRUG TESTING**

A. Fingerprinting

Consistent with state law, individuals offered employment by the district will be required to be fingerprinted for the purpose of having a criminal background check performed. The expense of such fingerprinting shall be borne by the individual offered employment.

B. Commercial Driver Drug Testing

The district shall not exceed the requirements of the federal government's Omnibus Transportation Act as amended and/or applicable state statutes and regulations for classified employees who have completed the hiring process and must have a commercial drivers' license as a condition of employment.

ARTICLE 29
LABOR MANAGEMENT COMMITTEE

The Association and the district shall each appoint five (5) members to this committee. The parties shall each notify the other party in writing of the individuals who will serve on the joint labor management committee.

The committee will meet by October 15th to develop guidelines to govern its operation.

The purpose of the committee will be to discuss matters of mutual concern to the Association and to the district, including, but not limited to, reclassification issues, substitution practices and other personnel policies, and to serve as a liaison group between the two parties.

Committee recommendations will be made to the superintendent and school board.

The majority of each team (District and Association members) must be present to hold a meeting.

ARTICLE 30
SITE BASED SCHOOL COUNCIL

- A. As required by the School District Board, a site council will be established and maintained at each school in conformance with ORS 329.704. Classified members of a site based school council shall be selected by the school's classified employees by election.
- B. The duties of the school council shall include those prescribed in the statutes and regulations.
- C. A school council, in reaching decisions on matters within its responsibilities, shall not alter, amend or modify the agreement.
- D. Site Based School Council classified members who must work outside of the regular workday shall be compensated at the hourly rate of \$30.00 per hour up to a total of forty (40) hours paid time per year.

ARTICLE 31
SEPARABILITY OF PROVISIONS

In the event that any provision of this contract shall at any time be declared invalid by any court or agency 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 remain in full force and effect.

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ARTICLE 32
WORK STOPPAGES

- A. 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, slow down, picketing or any other restriction of work during the term of this agreement. The Association recognizes and agrees that disciplinary action may be taken by the district against any employee or employees engaged in a violation of the provisions of this article. It is understood that the employees also have the right to strike on the issue of contracting out under Article 28 Contracting & Subcontracting in accordance with statutory provisions.

- B. In the event of a strike or other restriction of work action in any form, as a result of employee conduct, the Association will make every effort, including public appeals, to secure an immediate and orderly return to work.

- C. There will be no lockout of employees in the bargaining unit by the district during the period of this agreement.

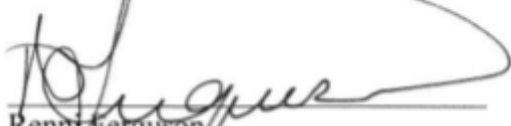
ARTICLE 33
TERM OF
AGREEMENT


- A. This agreement shall be effective as of **July 1, 2026**, and shall remain in full force and effect until **June 30, 2029**. It shall be automatically renewed from year to year thereafter unless either party notifies the other, in writing, prior to January next prior to the aforesaid expiration date, that it desires to modify this agreement. In the event that such notification is given, negotiations shall begin not later than February 15th or a mutually agreeable date close to February 15th. This agreement shall remain in full force and effect during the period of collective bargaining (up to and including the cooling off period).
- B. 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 the respect to any subject or matter appropriate for collective bargaining 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. Therefore, the board and the Association, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the board's direction and control.


EXECUTED AND SIGNED AT RE

Executed on this eleventh day of June, 2023 at Greham, Oregon by the undersigned officers by the authority of and on behalf of the Greham-Barlow School District #10, Board of Education and the OSEA Chapter #8.

FOR THE ASSOCIATION:


Rennit Ferguson
OSEA Chapter #8, Co-President


Erika Fuller
OSEA Chapter #8 Co-President



Hal Merdierk
OSEA Chapter #8 Representative

FOR THE DISTRICT:


Dr. Mayra L. Gomez
Board of Directors Chair

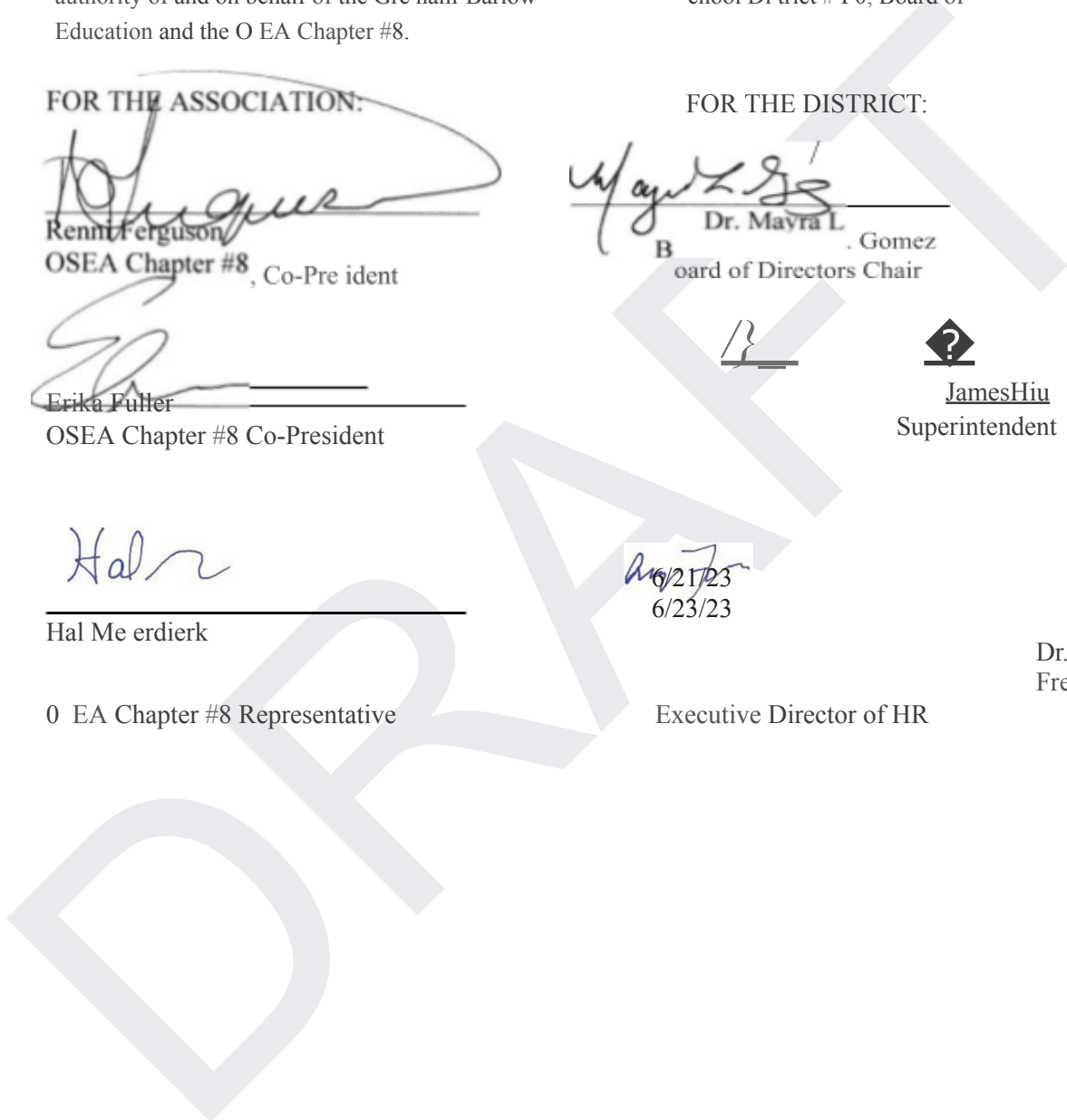



James Hiu
Superintendent


6/21/23
6/23/23

Executive Director of HR

Dr. Angela
Freeman



Appendix A
GRESHAM-BARLOW SCHOOL DISTRICT CLASSIFIED JOB TITLES/SALARY
SCHEDULE RANGES

RANGE	J O B C L A S S	POSITION TITLE	J O B C L A S S	(Includes these Titles)
9	2	Educational Assistant 3	2	Instructional Assistant;
			2	EA-ELL; Math Tutor-HS; EA-Media
10	2	Educational Assistant 4	2	Childcare Assistant
			3	Asst Secretary-Elem; Office Assistant
			3	Health Assistant
11	2	Educational Assistant 5	2	Assistive Technology Education Assistant
			2	EA-Textbooks
			3	Sec/Receptionist-MS/HS/DO/STHS, Sec-Main Office-HS
2Early Childhood Evaluation Program Bilingual Intake/Screenener	3	Secretary 2	3	
12	3	Secretary 3	3	Sec-Attend-MS; Sec-Attendance-HS, Sec-TMC-HS
			3	Sec-Career Center-STHS; Sec-Production-MS, Sec-Fields-HS
			3	ISS Supervision/Attendance
			5	Custodian 3
			12	Print Shop Assistant-DO
13	3	Secretary 4	3	Sec-Counseling-MS/HS, Sec-Special S
			3	Sec-Inst-HS, Sec-Ath/Act-HS, Sec - A
			3	Sec-Attendance-STHS; Registrar-HS
			3	Sec-Student Mgmt/Serv-HS, Career C
			3	Elementary Secretary
			2	Educational Assistant 5
			2	EA-Special Education (LE1 and LE 2)
			2	EA-Structured Skills Center-Special Education
			2	EA-Functional Living-Special Education
			2	EA-Educational Resource Room
			2	EA-Adult Living Program
			2	EA-Positive Approach to Student Success- Special Education
			5	Custodian 4
1	Aquatic Center Director Asst			
7	Groundskeeper			
11	Skills Trainer-SSSO			

Jen Alvarado
2023-02-03 20:35:00

Do we want to delete this as Angela was reclased due to covering both pools or do we want to maintain it in case the position is ever split back to have one director at each pool?

RANGE	J O B C L A S S	POSITION TITLE	J O B C L A S S	(Includes these Titles)
14	2	Educational Assistant 6	2	EA-Registered Behavior Technician-Special Education
	5	Custodian 5	5	Custodian STHS
			5	Custodian CAL
	5	Head Custodian 1	5	Custodian – Head Elem
	8	Application Support Specialist		
	10	Coordinator of Community Resources		
15	3	Secretary 6	3	Secretary-Head MS; Secretary Head ES
			3	Administrative Secretary-DO/Tech
			3	Sec-STHS, Sec-REY, HS Bookkeeper
			5	Federal Programs Secretary (Title I, Title III, Title X)
	5	Head Custodian 2	5	Custodian-Head MS
	6	Campus Monitor-MS		
	7	Lead Groundskeeper		
	8	IT Support Analyst I		
	13	Accounting Assistant-DO		
	13	Accounts Payable Clerk; Fiscal Services		
16	16	Student Support Services Device & Equipment Assistant		
	19	Systems Operator-Facilities		
	2	Liaison	2	School Attendance Liaison; Engagement Liaison
			2	Attendance Caseworker; ELL Liaison
	3	Secretary 7		
	5	Head Custodian 3	5	Custodian-Head HS
	2	Early Childhood Evaluation Program Bilingual Intake/Screener		
6	Campus Monitor-HS			
8	IT Support Analyst II			
8	Desktop Support Technician 1			
13	Payroll Clerk-DO			
17	3	Admin Assistant Community Relations		
	3	SSSO Records Manager		
	17	SLPA (w/State Cert) Speech Lang. Path.		
	18	Classroom Technology Specialist		
18	8	Desktop Support Technician II		
	18	Digital Curriculum Support Specialist		
19	1	Aquatic Center Director (2 locations)		
21	3	Facilities Office Operations Coordinator		
	5	Maintenance/HVAC/R-Facilities		
	8	Network & Systems Technician		
	12	Print Shop Operator-DO		
	13	Lead Payroll Clerk-DO		

	14	COTA (Certified Occup Therapy Asst)		
	15	LPTA (Licensed Physical Therapy Asst)		

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RANGE	J O B C L A S S	POSITION TITLE	J O B C L A S S	(Includes these Titles)
22	18	Multimedia Communications Specialist		
23	18	Endpoint Administrator		
	18	Information Systems Analyst		
25	5	Carpenter-Facilities		
	5	Maintenance/Plumber-Facilities		
	5	Physical Plant Engineer		
	5	District Maintenance Worker/Electrician		
	18	Information Systems Specialist		
	18	Systems Analyst/Engineer		
29	18	Network Administrator		
	18	Systems Administrator		
	18	Information Services Team Lead		

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Appendix B
Sample Calculations to Trigger "Bumping" Rights Within
a Classification
Article 10 Seniority/RIF & Recall

Employee's Current Hours		Factor	Reduction in Work Time		New Hours Worked Equals or Falls Below to Trigger "Bumping" Rights
8.0	8 hours	0.1875	1.5000	1 hour and 30 minutes	6 hours and 30 minutes
7.5	7 hours and 30 minutes	0.1875	1.4063	1 hour and 25 minutes	6 hours and 5 minutes
7.0	7 hours	0.1875	1.3125	1 hour and 19 minutes	5 hours and 41 minutes
6.5	6 hours and 30 minutes	0.1875	1.2188	1 hour and 14 minutes	5 hours and 16 minutes
6.0	6 hours	0.1875	1.1250	1 hour and 8 minutes	4 hours and 52 minutes
5.5	5 hours and 30 minutes	0.1875	1.0313	1 hour and 2 minutes	4 hours and 28 minutes
5.0	5 hours	0.1875	0.9375	57 minutes	4 hours and 3 minutes
4.5	4 hours and 30 minutes	0.1875	0.8438	51 minutes	3 hours and 39 minutes
4.0	4 hours	0.1875	0.7500	45 minutes	3 hours and 15 minutes

Appendix C

GRESHAM-BARLOW SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE 2023-2024 Salary Schedule

**Adjusting steps by 3.2% and ranges by
3%**

	RANG E 9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
STEP																						
1	\$20.20	\$20.81	\$21.43	\$22.07	\$22.74	\$23.42	\$24.12	\$24.84	\$25.59	\$26.36	\$27.15	\$27.96	\$28.80	\$29.66	\$30.55	\$31.47	\$32.41	\$33.39	\$34.39	\$35.42	\$36.48	\$37.58
2	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89	\$25.64	\$26.41	\$27.20	\$28.02	\$28.86	\$29.72	\$30.61	\$31.52	\$32.46	\$33.43	\$34.42	\$35.44	\$36.50	\$37.60	\$38.74
3	\$21.51	\$22.16	\$22.82	\$23.51	\$24.22	\$24.94	\$25.68	\$26.44	\$27.22	\$28.02	\$28.84	\$29.68	\$30.54	\$31.43	\$32.35	\$33.29	\$34.26	\$35.26	\$36.28	\$37.33	\$38.41	\$40.00
4	\$22.20	\$22.87	\$23.55	\$24.25	\$24.97	\$25.71	\$26.47	\$27.25	\$28.05	\$28.87	\$29.70	\$30.55	\$31.42	\$32.31	\$33.22	\$34.15	\$35.10	\$36.08	\$37.09	\$38.13	\$40.10	\$41.30
5	\$22.91	\$23.60	\$24.31	\$25.03	\$25.77	\$26.53	\$27.31	\$28.11	\$28.92	\$29.75	\$30.59	\$31.45	\$32.33	\$33.23	\$34.15	\$35.09	\$36.05	\$37.04	\$39.00	\$40.10	\$41.30	\$42.62
6	\$23.65	\$24.36	\$25.09	\$25.83	\$26.6	\$27.4	\$28.2	\$29.0	\$29.9	\$30.8	\$31.7	\$32.7	\$33.7	\$34.7	\$35.7	\$36.8	\$37.9	\$39.0	\$40.2	\$41.4	\$42.7	\$43.9
7	\$24.40	\$25.13	\$25.88	\$26.64	\$27.4	\$28.2	\$29.1	\$30.0	\$30.9	\$31.8	\$32.7	\$33.7	\$34.7	\$35.8	\$36.9	\$38.0	\$39.1	\$40.3	\$41.5	\$42.7	\$44.0	\$45.4
8	\$25.18	\$25.94	\$26.7	\$27.5	\$28.3	\$29.2	\$30.0	\$30.9	\$31.9	\$32.8	\$33.8	\$34.8	\$35.9	\$36.9	\$38.0	\$39.2	\$40.4	\$41.6	\$42.8	\$44.1	\$45.4	\$46.8
9	\$25.99	\$26.77	\$27.5	\$28.4	\$29.2	\$30.1	\$31.0	\$31.9	\$32.9	\$33.9	\$34.9	\$35.9	\$37.0	\$38.1	\$39.3	\$40.4	\$41.7	\$42.9	\$44.2	\$45.5	\$46.9	\$48.3
10	\$26.82	\$27.63	\$28.4	\$29.3	\$30.1	\$31.0	\$32.0	\$32.9	\$33.9	\$34.9	\$36.0	\$37.1	\$38.2	\$39.3	\$40.5	\$41.7	\$43.0	\$44.3	\$45.6	\$47.0	\$48.4	\$49.8
11	\$27.68	\$28.51	\$29.3	\$30.2	\$31.1	\$32.0	\$33.0	\$34.0	\$35.0	\$36.1	\$37.2	\$38.3	\$39.4	\$40.6	\$41.8	\$43.1	\$44.4	\$45.7	\$47.1	\$48.5	\$49.9	\$51.4

**GRESHAM-BARLOW SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2024-2025**

Salary schedule shall be increased by 4%

	RANG E 9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
STE P																						
1	\$21.01	\$21.64	\$22.29	\$22.96	\$23.64	\$24.35	\$25.09	\$25.84	\$26.61	\$27.41	\$28.23	\$29.08	\$29.95	\$30.85	\$31.78	\$32.73	\$33.71	\$34.72	\$35.76	\$36.84	\$37.95	\$39.08
2	\$21.68	\$22.33	\$23.00	\$23.69	\$24.40	\$25.13	\$25.89	\$26.66	\$27.46	\$28.29	\$29.14	\$30.01	\$30.91	\$31.84	\$32.79	\$33.77	\$34.77	\$35.80	\$36.87	\$38.00	\$39.16	\$40.33
3	\$22.37	\$23.05	\$23.74	\$24.45	\$25.18	\$25.94	\$26.72	\$27.52	\$28.34	\$29.19	\$30.06	\$30.95	\$31.87	\$32.81	\$33.78	\$34.78	\$35.81	\$36.88	\$38.01	\$39.18	\$40.38	\$41.60
4	\$23.09	\$23.78	\$24.50	\$25.23	\$25.99	\$26.77	\$27.57	\$28.40	\$29.25	\$30.13	\$31.03	\$31.95	\$32.90	\$33.88	\$34.89	\$35.93	\$37.00	\$38.11	\$39.25	\$40.42	\$41.71	\$42.99
5	\$23.83	\$24.54	\$25.28	\$26.04	\$26.82	\$27.62	\$28.44	\$29.29	\$30.17	\$31.07	\$32.00	\$32.95	\$33.93	\$34.93	\$36.00	\$37.11	\$38.25	\$39.42	\$40.62	\$41.84	\$43.08	\$44.33
6	\$24.59	\$25.33	\$26.09	\$26.87	\$27.67	\$28.50	\$29.35	\$30.23	\$31.13	\$32.05	\$33.00	\$34.00	\$35.01	\$36.10	\$37.20	\$38.33	\$39.48	\$40.66	\$41.87	\$43.10	\$44.34	\$45.59
7	\$25.38	\$26.14	\$26.92	\$27.72	\$28.54	\$29.38	\$30.25	\$31.15	\$32.07	\$33.01	\$34.00	\$35.01	\$36.10	\$37.20	\$38.33	\$39.50	\$40.70	\$41.93	\$43.18	\$44.45	\$45.73	\$47.02
8	\$26.19	\$26.98	\$27.79	\$28.62	\$29.47	\$30.34	\$31.23	\$32.14	\$33.07	\$34.02	\$35.00	\$36.00	\$37.03	\$38.10	\$39.19	\$40.30	\$41.43	\$42.58	\$43.75	\$44.94	\$46.14	\$47.35
9	\$27.03	\$27.84	\$28.67	\$29.52	\$30.39	\$31.28	\$32.19	\$33.12	\$34.07	\$35.04	\$36.03	\$37.04	\$38.07	\$39.12	\$40.19	\$41.28	\$42.39	\$43.51	\$44.64	\$45.78	\$46.93	\$48.09
10	\$27.89	\$28.73	\$29.59	\$30.46	\$31.35	\$32.26	\$33.19	\$34.14	\$35.11	\$36.09	\$37.09	\$38.11	\$39.14	\$40.19	\$41.26	\$42.35	\$43.45	\$44.56	\$45.68	\$46.81	\$47.95	\$49.09
11	\$28.79	\$29.66	\$30.55	\$31.46	\$32.39	\$33.34	\$34.31	\$35.30	\$36.30	\$37.31	\$38.33	\$39.36	\$40.40	\$41.45	\$42.51	\$43.58	\$44.66	\$45.75	\$46.85	\$47.95	\$49.06	\$50.17

| 5 | 4 | 6 | 0 | 7 | 7 | 0 | 7 | 6 | 9 | 5 | 4 | 7 | 4 | 5 | 9 | 8 | 1 | 8 | 9 | 5 |

DRAFT

**GRESHAM-BARLOW SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2025-2026**

Salary schedule shall be increased by 3%

	RANG E 9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
STEP																						
1	\$21.64	\$22.29	\$22.96	\$23.64	\$24.35	\$25.09	\$25.8 4	\$26.6 1	\$27.4 1	\$28.2 3	\$29.0 8	\$29.9 5	\$30.8 5	\$31.7 8	\$32.73	\$33.71	\$34.72	\$35.7 6	\$36.8 4	\$37.9 4	\$39.0 8	\$40.2 5
2	\$22.33	\$23.00	\$23.69	\$24.40	\$25.13	\$25.89	\$26.6 6	\$27.4 6	\$28.2 9	\$29.1 4	\$30.0 1	\$30.9 1	\$31.8 4	\$32.7 9	\$33.78	\$34.79	\$35.84	\$36.9 1	\$38.0 2	\$39.1 6	\$40.3 3	\$41.5 4
3	\$23.04	\$23.74	\$24.45	\$25.18	\$25.94	\$26.72	\$27.5 2	\$28.3 4	\$29.1 9	\$30.0 7	\$30.9 7	\$31.9 0	\$32.8 6	\$33.8 4	\$34.86	\$35.90	\$36.98	\$38.0 9	\$39.2 3	\$40.4 1	\$41.6 2	\$42.8 7
4	\$23.78	\$24.50	\$25.23	\$25.99	\$26.77	\$27.57	\$28.4 0	\$29.2 5	\$30.1 3	\$31.0 3	\$31.9 6	\$32.9 2	\$33.9 1	\$34.9 3	\$35.97	\$37.05	\$38.16	\$39.3 1	\$40.4 9	\$41.7 0	\$42.9 5	\$44.2 4
5	\$24.54	\$25.28	\$26.04	\$26.82	\$27.62	\$28.45	\$29.3 1	\$30.1 9	\$31.0 9	\$32.0 2	\$32.9 9	\$33.9 7	\$34.9 9	\$36.0 4	\$37.12	\$38.24	\$39.39	\$40.5 7	\$41.7 8	\$43.0 4	\$44.3 3	\$45.6 6
6	\$25.33	\$26.09	\$26.87	\$27.68	\$28.51	\$29.36	\$30.2 4	\$31.1 5	\$32.0 9	\$33.0 5	\$34.0 4	\$35.0 6	\$36.1 1	\$37.2 0	\$38.31	\$39.46	\$40.65	\$41.8 7	\$43.1 2	\$44.4 1	\$45.7 5	\$47.1 2
7	\$26.14	\$26.92	\$27.73	\$28.56	\$29.42	\$30.30	\$31.2 1	\$32.1 5	\$33.1 1	\$34.1 1	\$35.1 3	\$36.1 8	\$37.2 7	\$38.3 9	\$39.54	\$40.73	\$41.95	\$43.2 1	\$44.5 0	\$45.8 4	\$47.2 1	\$48.6 3
8	\$26.98	\$27.79	\$28.62	\$29.48	\$30.36	\$31.27	\$32.2 1	\$33.1 8	\$34.1 7	\$35.2 0	\$36.2 5	\$37.3 4	\$38.4 6	\$39.6 2	\$40.80	\$42.03	\$43.29	\$44.5 9	\$45.9 3	\$47.3 0	\$48.7 2	\$50.1 8
9	\$27.84	\$28.67	\$29.53	\$30.42	\$31.33	\$32.27	\$33.2 4	\$34.2 4	\$35.2 7	\$36.3 2	\$37.4 1	\$38.5 4	\$39.6 9	\$40.8 8	\$42.11	\$43.37	\$44.67	\$46.0 1	\$47.3 9	\$48.8 2	\$50.2 8	\$51.7 9
10	\$28.73	\$29.59	\$30.48	\$31.39	\$32.34	\$33.31	\$34.3 1	\$35.3 4	\$36.4 0	\$37.4 9	\$38.6 1	\$39.7 7	\$40.9 6	\$42.1 9	\$43.46	\$44.76	\$46.10	\$47.4 9	\$48.9 1	\$50.3 8	\$51.8 9	\$53.4 5
11	\$29.65	\$30.54	\$31.46	\$32.40	\$33.37	\$34.37	\$35.4 0	\$36.4 6	\$37.5 6	\$38.6 9	\$39.8 5	\$41.0 4	\$42.2 7	\$43.5 4	\$44.85	\$46.19	\$47.58	\$49.0 1	\$50.4 8	\$51.9 9	\$53.5 5	\$55.1 6

