

2019 – 2022 CONTRACT

LANE COUNTY SCHOOL DISTRICT NUMBER 52

and

BETHEL ASSOCIATION OF CLASSIFIED EMPLOYEES

LOCAL CHAPTER #1

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	1
I	Recognition	1
II	Management Rights	1
III	Non-Discrimination	2
IV	Association – Facilities and Rights	2
V	Association Dues	3
VI	Strikes and Lockouts	5
VII	Personnel Records	5
VIII	Notification of Job Openings	6
IX	Job Descriptions	6
X	Seniority	7
XI	Professional Development	7
XII	Compensation	8
XIII	Overtime Compensation	9
XIV	Lunch and Work Breaks	9
XV	Call-In Pay	9
XVI	Mileage Pay	9
XVII	Paid Holidays	10
XVIII	Vacations	11
XIX	Fringe Benefits	12
XX	Emergency and Personal Leave	13
XXI	Inclement Weather	14
XXII	Jury Duty	14
XXIII	Sick Leave	14

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
XXIV	Bereavement Leave	15
XXV	Infant Care Leave	15
XXVI	Job Related Disabilities	15
XXVII	Reduction in Force	16
XXVIII	Dismissal and Discipline	17
XXIX	Stolen or Damaged Personal Property	17
XXX	Funding	18
XXXI	Complaint Procedures	18
XXXII	Grievance Procedure	18
XXXIII	Savings Clause	19
XXXIV	Term of Agreement	19
	Execution of Signatures	20
	Classified Salary Schedule: 2019 – 22	Appendix I
	Grievance Procedure	Appendix II

PREAMBLE

- A. This agreement is entered into between the Board of Education on behalf of the Bethel School District, Lane County School District #52, Eugene, Oregon, herein referred to as the “Board” or “District” and the Bethel Association of Classified Employees, herein referred to as the “Association” affiliated with the Oregon Education Association (OEA)/National Education Association (NEA).
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for those employees included in the bargaining unit.

ARTICLE I: RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all regular full-time and regular part-time classified personnel employed by the District.
- B. Supervisors, confidential employees, substitute, and temporary employees are specifically excluded from the bargaining unit.
- C. For purposes of this Agreement, substitute employees are those hired to perform the work of an absent employee. Temporary employees are those hired to perform for a specific length of time not to exceed 1,200 hours per school year. Substitute and temporary employees shall not be used to permanently replace a bargaining unit position.

ARTICLE II: MANAGEMENT RIGHTS

- A. The District retains all of the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the District. The rights of the employees in the bargaining unit and the Association are limited to those specifically set forth in this Agreement, and the District retains all the prerogatives, functions and rights not specifically limited by the terms of this Agreement.

- B. The Association will be given advance notice of any formal District deliberation toward the subcontracting of services presently and regularly performed by bargaining unit members which would result in the reduction of bargaining unit members.

The Association shall be given an opportunity to provide input on the decision and/or impact of such decision prior to formal proposals being made to the Board. Such notice and opportunity for input shall be the District's sole obligation with respect to any subcontracting decision and the impact of such decision on the bargaining unit.

ARTICLE III: NON-DISCRIMINATION

- A. The Association and the District affirm their adherence to the principles of free choice and agree that the provisions of this Agreement shall be applied without discrimination against any employee covered by this Agreement because of age, race, color, creed, religion, gender identity, disability, marital status, national origin, other legally protected status, or membership or non-membership in the Association.
- B. There shall be no reprisals against any individual or group of individuals because of their attempts to enforce this article.
- C. Cases involving alleged discrimination shall be grievable through level two of the grievance procedure, but not arbitrable.

ARTICLE IV: ASSOCIATION – FACILITIES & RIGHTS

- A. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations, that custodial staff is on duty and the meeting has been approved by the building principal, or appropriate administrator or supervisor.
- B. The Board shall provide the Association with reasonable bulletin board space for the use of the Association in communicating with employees. Such bulletin boards shall be available in buildings where employees are assigned.
- C. The Association may use the building mail boxes and inter-school mail for the distribution of Association communications so long as such communications are labeled as Association materials, contain the name of the authorized Association official and are not libelous.
- D. Representatives of the Association shall be permitted to transact official Association business on school property and have access to school buildings provided that this shall not interfere with or interrupt school operations or activities. Use of school facilities

must be approved in advance by the building principal, or appropriate administrator or supervisor.

- E. Upon request, the District agrees to furnish the Association all public information necessary for its functioning as exclusive bargaining representative. The Association shall reimburse the District for reasonable costs associated with providing such information. Upon written request, the District shall make available to the Association any and all available and relevant information which is necessary for negotiations or the proper enforcement of the terms of this Agreement and which is not otherwise available to the Association.

This Article shall be interpreted consistent with PECBA and interpretive decisions thereunder.

- F. The Association shall have the right to use school facilities and equipment, such as, duplicating equipment, computers and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for repairs necessitated as a result thereof. Requests for use of such equipment and supplies must be approved by the building principal, or appropriate administrator or supervisor.
- G. With prior approval of the superintendent, an aggregate of ten (10) days of non-accumulative leave with pay shall be provided Association representatives to attend scheduled Association conferences or conventions. The leave shall not be taken for the purpose of union governance. This leave must be requested by the Association President at least five (5) working days prior to the effective date. Upon request, an additional two (2) days shall be allowed. The Association shall reimburse the District for the cost of the substitute for these additional days.

ARTICLE V: ASSOCIATION DUES

- A. The Board agrees to transmit the dues deducted to the central office of the Bethel Association of Classified Employees.
- B. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the Association dues before this deduction will be made. All other legal and required deductions have priority over Association dues.
- C. Prior to September 1 of each school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District with written verification and authorization from bargaining unit members

who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each member. The District shall hold any information provided by the Association in confidence and will not be provided without prior consent from the Association. The Association shall also notify the District when a bargaining unit member elects to no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.

- D. Dues deductions shall be made monthly in an amount equal to one-twelfth (1/12) of annual dues, commencing with the month of September and continuing through the August pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule. The same process shall be used for the deduction of Association dues.
- E. The District agrees to deduct from the salaries of its regular recognized members, authorized and/or verified by the member, NEA/OEA/BACE dues, including voluntary Association contributions.
- F. Within ten (10) days after payroll is processed and employees are paid, the District shall send the Association an electronic register of the NEA/OEA/BACE dues, including voluntary Association contributions, deducted from each member's paycheck. The Association shall reimburse the District for any costs associated with creating this report.
- G. Within ten (10) days after payroll is processed and employees are paid, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
- H. BACE dues will be deducted and paid separately from OEA/NEA dues and shall be remitted to the BACE Treasurer
- I. Two times per year, after September and March payrolls, the District shall provide to the OEA Membership Specialist an electronic list of each employee in the bargaining unit (both active members and non-members) that includes employee ID, legal name, FTE, and annual salary. The District may request reimbursement from the Association for any costs associated with creating this report. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.
- J. The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

- K. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association *reasonable* notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. The Association shall reimburse the District for any and all costs associated with disputed dues and fees deductions. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

ARTICLE VI: STRIKES & LOCKOUTS

- A. The Association and its members will not initiate, cause, participate or join in any strike, work stoppage, slowdown, unlawful picketing or other restriction of work during the term of this agreement.
- B. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.
- C. This provision shall not apply to an otherwise legal strike as a result of negotiations pursuant to Article XXX, Funding.

ARTICLE VII: PERSONNEL RECORDS

- A. The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear that employee's signature or initials of that employee indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and that the employee has refused to sign or initial such information.
- B. The official files of all employees are confidential and shall be kept in the District personnel office. Employees may consult with the District from time to time with respect to what materials should be retained in their files. Employees shall be given, upon request, copies of specific materials in their personnel file.
- C. The employee may place written rebuttal to material regarding the employee's employment with the District.

- D. Materials not placed in the official personnel files will not be used in any progressive discipline proceeding beyond written reprimand.
- E. Employees may inspect their own personnel records and may authorize representatives to inspect their records. Such authorization shall be in writing.

ARTICLE VIII: NOTIFICATION OF JOB OPENINGS

- A. The Board shall make available to the classified employee a list of new job openings in the District. The job opening list will be posted on the bulletin board in each building office at least five (5) working days prior to the closing of the open position. The language of the posted job description shall be as then listed in Bethel Board Administrative Rule GDAB. During the summer months when school is not in session, the list will be mailed to the Association's building representatives at least ten (10) days prior to the closing of the open position.
- B. When a vacancy occurs for a classified position in the District or a new position is created, a regular qualified employee may apply for the open position. Qualified employees applying for the open position shall be interviewed.
- C. All current employee applicants will, upon request, be advised in writing of the disposition of said position.

ARTICLE IX: JOB DESCRIPTIONS

- A. At the time of employment, the District shall provide each classified employee represented within the provisions of this Agreement with a job description which outlines the major duties and responsibilities of each employee in the unit. If the District makes significant changes in the duties and responsibilities assigned to a position, the wages for that position shall be subject to negotiations.
- B. An employee may submit to the employee's immediate supervisor, in writing, a request that the employee's position be considered for reclassification. Such request shall include the reasons the employee believes that the position should be reclassified.

Within fifteen (15) working days from receipt of the request, District representatives, including the Assistant Superintendent, will meet with the employee and the employee's representative, if desired by the employee.

The employee will be advised of the disposition of the request and the reasons for such disposition within thirty (30) calendar days following the meeting.

Approved reclassification shall be effective on the first of the month following such approval.

ARTICLE X: SENIORITY

- A. For the purpose of this Article, seniority is defined as an employee's total length of continuous service since the employee's last date of hire.
- B. Newly hired employees shall have no seniority until the completion of a ten (10) month probationary period at which time their seniority shall revert to their first day of work.
- C. Seniority shall be lost by an employee upon termination, resignation, or retirement. Seniority shall be "broken" by layoff or by leaves of absence without pay of more than six (6) weeks in duration.
- D. The District shall prepare upon request by the Association, a seniority list. A copy of the seniority list shall be furnished to the Association. The District shall not be obligated to provide more than two (2) such lists in any fiscal year. Such a list shall be provided during the first two (2) weeks of November and during the first two (2) weeks of April.
- E. Classification seniority is defined as the length of continuous service from the first day of work in any classification.

ARTICLE XI: PROFESSIONAL DEVELOPMENT

- A. When adequate funding is available, classified staff will receive at least 8 hours of mandatory professional development to be scheduled during a non-student contact period of time. The District will consult the Association to determine topics that may be covered during the professional development. When attending mandatory professional development, classified staff will be paid their current per diem rate.
- B. Effective July 1 of each year of this Agreement, The District shall contribute \$10,000 (ten thousand dollars) to a professional development fund.
 - 1. A Classified Professional Development Committee of six (6) members shall be established. Four (4) members shall be appointed by the Association and two

(2) by the District. The chair shall be elected by the committee. The committee shall determine eligibility requirements and procedures for application. Consideration of applications shall be based on the relevancy of the training to the employee's assignment, the value to the District's identified needs, and the distribution of funds district wide. The committee may establish subcommittees.

2. All professional development funds shall be used to benefit bargaining unit members only. Professional development funds are intended to reimburse classified employees for costs and expenses of attending conferences, tuition reimbursement, short-term training and professional development experiences approved by the Classified Professional Development Committee. The professional development fund will pay the cost of substitute replacements (salary and, if applicable, fringe benefits for an eligible replacement), except when other arrangements are made involving District/PDC joint projects. Available funds not used during a school year shall be carried over into the next school year, but the total balance, as of July 1 of each year, cannot exceed \$25,000 (twenty-five thousand), and funds exceeding that amount will be returned to the District.
- C. Training and professional development hours that exceed an employee's regularly scheduled hours for the day or the week will not make an employee eligible for overtime pay.

ARTICLE XII: COMPENSATION

- A. For 2019 – 20, 2020 – 21, and 2021 – 22, the salary schedules shall increase as depicted in Appendix I.
- B. Employees below the top step of their assigned salary range shall receive automatic merit increases during the term of this Agreement unless the District can show deficiencies. Step movements within a wage range shall occur on July 1 for eligible employees who have worked at least one-half (1/2) the scheduled work days the previous fiscal year (July through June).
- C. The District shall contribute 2.5% of an employee's salary into a TSA if the employee matches that amount.
- D. For the purposes of future bargaining between the parties, the 2021 – 22 salary schedule and the actual insurance contribution dollar amount shall be fixed for status quo.

ARTICLE XIII: OVERTIME COMPENSATION

- A. Members of the bargaining unit will be compensated at the rate of one and one half (1 ½) times the rate for the job worked for all hours worked beyond forty (40) hours in the established workweek (seven [7] day period). Such payment may, at the District's discretion, be in the form of money or compensatory time off. For the purpose of this Article, the normal workweek shall be five (5) consecutive workdays.
- B. If an employee is regularly assigned to more than one classification/pay range, overtime pay shall be based on the rate applicable for the overtime work being performed. If such work is in more than one assignment, the rate shall be an average of the rates for the assigned work.

ARTICLE XIV: LUNCH & WORK BREAKS

- A. Employees shall be allowed a fifteen (15) minute break during each four (4) hour work schedule. Employees scheduled to work more than five (5) continuous hours shall be allowed a minimum thirty (30) minute lunch break.

ARTICLE XV: CALL-IN PAY

- A. All regular full-time and regular part-time employees shall be paid a minimum of two (2) hours for any authorized call-in.

ARTICLE XVI: MILEAGE PAY

- A. Mileage shall be paid to any employee when the employee is requested by the employee's supervisor to use the employee's private car for school business. Mileage reimbursement will be the rate currently allowed by the IRS. Mileage will be reimbursed at the actual number of miles traveled for each occurrence.

ARTICLE XVII: PAID HOLIDAYS

- A. Holiday pay shall be granted to an employee who is actively on the payroll of the District at the time of the holiday.
- B. The employee shall be compensated at the employee's regular rate of pay.
- C. When an employee is entitled to a paid holiday and the holiday occurs on a Sunday, the employee will have the following Monday off with pay. If a holiday falls on a Saturday, the employee will have the preceding Friday off with pay.
- D. The following holidays will be granted with pay:
 - 1. 260 or more work days:
 - Independence Day, Labor Day,
Veterans Day, Thanksgiving Day,
Friday following Thanksgiving,
Christmas Day, New Year's Day, and
Memorial Day
 - 2. 227 to 259 work days and Media Coordinators:
 - Labor Day, Veterans Day,
Thanksgiving Day,
Friday following Thanksgiving,
Christmas Day, New Year's Day, and
Memorial Day
 - 3. 226 or fewer work days:
 - Veterans Day, Thanksgiving Day,
Friday following Thanksgiving,
Christmas Day, New Year's Day, and
Memorial Day
- E. To be eligible for holiday pay an employee must have worked the last scheduled workday prior to and the first scheduled workday following the holiday or have been on authorized leave with pay or authorized leave without pay for no more than five (5) working days.

ARTICLE XVIII: VACATIONS

- A. Vacation time shall not accrue to the probationary employee during the initial ten (10) month period unless the employee continues as a regular employee.
- B. Vacation time for employees (who work 260 or more days per year) accrues as follows:

Vacation Days	Years of Employment
20	More than 15 years
15	6 – 15 years
10	Less than 6 years

- C. Vacation for 260-day employees may be taken at any time of the year after its accrual, with the understanding that the building or department supervisor can place a limit on the number of employees taking vacations at any one time. Vacation times are subject to the approval of the supervisor.
- D. Vacations shall be with full pay. Vacations must be taken within a year of the time the vacation time is earned. Vacation time is earned during the employment year of the individual (anniversary date to anniversary date).
- E. Employees who work 259 or fewer days will accrue vacation days during the duration of their yearly work period as follows:

Days	Vacation Days
233.5 - 259	10
225 – 233.4	9
215 - 224	8
<215	0

- F. Vacation dates for employees who work 259 or fewer days will be established yearly by the District. Employees will be allowed to use vacation at other times with prior approval of the supervisor.

ARTICLE XIX: FRINGE BENEFITS

- A. Effective October 1, 2019, the tiered insurance cap allocations will be the following for each year of the contract:

	Employee Only	Employee + Spouse	Employee + Child(ren)	Full family
2019-20	\$513	\$1,175	\$1,024	\$1,670
2020-21	\$521	\$1,193	\$1,039	\$1,695
2021-22	\$528	\$1,211	\$1,055	\$1,720

For the 2020 – 21 and 2021 – 22 school years, the District shall transfer ten thousand dollars (\$10,000) into the Classified Insurance Reserve each year by September 1 of each school year.

- B. Employees who are eligible for insurance are full-time (1,538 to 2,080 hours annually) and part-time (1,026 to 1,537 hours annually) employees.
- C. Employees who are eligible and elect to participate in District insurance, must contribute at least \$50 toward monthly out of pocket costs to retain benefits with the District.
- D. Employees are responsible for completing the enrollment process within required timelines. Employees may change their insurance options annually during the open enrollment period.
- E. Employees who are eligible and elect to participate in District insurance, must elect a medical, dental and vision plan (no cafeteria plan will be offered).
- F. Fringe benefits shall be awarded on a 12-month basis and no benefits will be awarded after an employee’s employment is terminated.
- G. District contributions for fringe benefits shall be remitted by the District to the appropriate carrier.
- H. Any monies from the employer premium contribution to an individual already receiving district insurance that exceeds the cost of medical, dental, and vision insurance shall be placed into the Insurance Reserve Fund for distribution to bargaining unit employees for purposes of off-setting employee out-of-pocket expenses. No District contributions will be made to the CIR for classified members who opt out of insurance.
- I. For the purposes of future bargaining between the parties, the 2021 – 22 salary schedule and the actual insurance contribution dollar amount shall be fixed for status quo.

- J. Regular full-time and regular part-time employees who work at least 20 hours per week and are under contract for at least 175 days during the school year shall receive fringe benefits on a 12-month basis. No benefits will be awarded after an employee's employment is terminated.
- K. The District retains the right to name the carrier. The programs that will be available to BACE members who receive District contributions toward health insurance will be determined by mutual agreement between the District and BACE insurance committee. Any new programs will be substantially equivalent to current programs offered to BACE members.
- L. The District further agrees, for the purposes of this agreement, that the 8 current "1/2 time" employees who are currently receiving District insurance contributions as of August 10, 2015, will be treated as if they were eligible for "3/4 time" insurance contribution benefits. The District will not contribute any monies for otherwise eligible "1/2 time employees" should any of those employees decide to take District offered health insurance in the future.

ARTICLE XX: EMERGENCY & PERSONAL LEAVE

- A. **Emergency:** Three (3) days emergency leave with pay shall be granted for emergencies of a serious nature that are beyond the employee's control and must be taken care of during school hours. This leave is non-accumulative and must be scheduled in advance, unless the nature of the emergency is such that advance scheduling is not practicable. Leaves may be taken on an hourly basis. At the end of the fiscal year, employees may convert one unused emergency leave day to an inclement weather day. Employees may not accumulate more than one inclement weather day in any one year.
- B. **Personal:** Two (2) days per year are granted for those times when leave is desired for personal commitments, but do not indicate emergency stature. 227-day employees to 260-day employees who work forty (40) hours per week, employees who have used their personal days shall, upon request, be allowed to convert a remaining emergency day to one (1) additional personal day. If an employee does not use a personal day during the year, two (2) days may be carried over to the following year. No more than four (4) personal days shall be available in any year.
 - 1. A satisfactory explanation must be given if the leave day requested falls on a day immediately preceding or following school holidays or vacation periods.
 - 2. Leave days taken at other times shall require no explanation. Such leaves may be taken in four (4) hour blocks.

ARTICLE XXI: INCLEMENT WEATHER

- A. Employees not required to report to work on days when schools are closed due to inclement weather shall have the option of using emergency or personal leave. Employees required to report to work are Office Coordinators, Custodians, Maintenance, Bookkeepers, Business Office, Print Shop and Technology. Media Coordinators can report, but are not required. Transportation staff may be required to report to work by the District.

ARTICLE XXII: JURY DUTY

- A. An employee shall be granted leave with pay for service upon a jury provided, however, that the compensation paid to such employee for the period of leave shall be reduced by the amount of compensation received by the employee for such jury service; and, upon being excused from jury service during any given day, an employee shall immediately call the employee's supervisor and advise the supervisor of the employee's availability to return to work. If subpoenaed to report on a District-related issue, the employee will be paid for actual hours served, even if such service is on non-working days.

ARTICLE XXIII: SICK LEAVE

- A. An employee shall be granted leave with full pay for illness at the rate of one day per month of the year that the employee works; except where the allowable days are not used up in one school year, it is cumulative without limitation. "Days" shall mean the number of hours the employee is normally scheduled to work (i.e. $\frac{1}{2}$ time = 4 hours, $\frac{3}{4}$ time = 6 hours, etc.).
- B. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason other than retirement. One-half (1/2) the amount of unused sick leave may be used for retirement benefits in accordance with PERS rules.
- C. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action.
- D. A doctor's certification of employee illness may be required by the District at any time.
- E. Sick leave with pay may be used in conjunction with leaves approved pursuant to the Family Medical Leave Act, Oregon Family Leave Act, and all applicable laws. Sick leave with pay may also be allowed for absences due to illness or the death of a member of

the employee's family; or to enable the employee to be with members of the family when an emergency occurs due to illness, accident, or death. Family member is defined by Oregon Family Leave Act.

ARTICLE XXIV: BEREAVEMENT LEAVE

- A. Emergency and personal leave, as provided in Article XX, plus sick leave, as provided in Article XXIII, may be used for critical illness or death of a member of the family of the employee, or to enable the employee to be with members of the family when an emergency occurs due to critical illness or death. The District shall follow all state laws pertaining to Bereavement Leave.
- B. The family shall be defined as spouse; domestic partner, including same-gender domestic partner; custodial parent; non-custodial parent, adoptive parent, foster parent, biologic parent, step parent, parent-in-law, parent of same-gender domestic partner, a person with whom the employee is or was in a relationship of in loco parentis, biological, adopted, foster or step child of an employee or the child of an employee's same-gender domestic partner, grandparents and grandchildren, brother and sister (including step-brother and sister), and sister- and brother-in-law.

ARTICLE XXV: INFANT CARE LEAVE

- A. An employee shall be allowed, upon proper application, a leave of absence for a period not to exceed one (1) year for the purpose of caring for a pre-school age child. The application shall be made at least sixty (60) days prior to the effective date of such leave and shall include the precise dates of requested leave. Prior notice of such dates may be waived where circumstances warrant. No more than one such leave shall be allowed for the same child or children.
- B. The District insurance may be maintained at the discretion of the employee, subject to the approval of the carrier. The premiums for such insurance coverages shall be paid by the employee.

ARTICLE XXVI: JOB-RELATED DISABILITIES

- A. Employees who are unable to work as a result of a bona fide job-related disability and who have exhausted accrued sick leave shall be considered on leave without pay for up to nine (9) months following the exhaustion of such paid leave. The District will continue its contributions toward insurance coverage for three (3) additional months beyond the

time that the insurance contributions would normally be discontinued. The employee may be continued under District insurance programs, provided that the employee reimburses the District each month for the premiums paid on the employee's behalf.

- B. An employee who is certified by a physician as able to resume the employee's duties while on such leave shall be returned to the employee's former position if it is available. If that position is not available, the employee shall be offered the next available and comparable position for which the employee is qualified and physically able to perform.
- C. Employees will have sick leave charged to them on a pro-rated basis to provide full pay while suffering a work-related disability. Such payments shall cease upon exhaustion of accumulated sick leave.

ARTICLE XXVII: REDUCTION IN FORCE

- A. If the District determines the need for a reduction in its work force, written notice of not less than thirty (30) days shall be provided to employees to be laid off and to the Association. While the District reserves the right to determine positions to be eliminated, layoffs within each affected job classification shall be determined by the District on the basis of: 1). Operational needs for special occupational skills, and 2). Employees' seniority within the affected classification. When two (2) or more employees are considered equally qualified, seniority within the District shall be the determining factor.

Subject to A-1 above, no permanent employee shall be laid off within a job classification until all temporary and probationary employees in such classification have been terminated.

Any employee subject to layoff in an affected classification shall have the right to "bump" the least senior employee in another classification subject to the following: 1). The employee must have been successfully employed as a permanent employee in the other classification within eight (8) years prior to the proposed date of layoff. In such instance, the employee will be placed at the step in the other range that the employee would have attained in the employee's prior classification. 2). The employee must have more District-wide seniority than the employee being "bumped." 3). All seniority within mutually recognized job families shall count (i.e. Custodial I and II; Food Service Worker, Baker, Food Service Coordinator, etc.). And, 4). All "bumping" rights shall be subject to A-1 above. The following classifications/positions shall not be subject to "bumping": EAI shall not bump into EAll positions, and EAll shall not bump into Behavioral Aide positions.

- B. Employees laid off shall be placed on numerical layoff lists by classification in order of senior employee first and be recalled according to such list as openings for which they meet qualifications become available. Subject to A-1 above, no new employees will be hired into classifications from which employees are laid off.

Employees will be notified of the open position by certified mail (with return receipt), sent to the last address given by the employee to the District Office. The employee will have ten (10) days from the receipt of such notice to notify the Board of the employee's intention to return to the District. The employee shall have twenty (20) days from the receipt of such notice to return to the District. Failure of the employee to so respond within the time herein specified shall terminate the employee's right to recall.

An employee's recall rights shall not be affected by acceptance or rejection of a recall offer to a position with fewer hours than the position from which the employee was laid off.

Layoff status shall automatically terminate twenty-four (24) months after the effective date of such layoff.

- C. The District shall notify the Association in writing when a reduction in working hours for employees occurs. If reduced hours are reinstated, the employee(s) whose hours were reduced shall be given the first opportunity to work those restored hours, as long as he is still qualified. This provision is not intended to limit the District's right to modify jobs, determine qualifications, or assign work.
- D. Retired employees rehired by the District shall not have seniority for the purposes of layoff and recall.

ARTICLE XXVIII: DISMISSAL & DISCIPLINE

- A. No permanent (non-probationary) employee will be dismissed, demoted, or otherwise disciplined without cause; provided, however, verbal reprimands are not subject to the grievance procedure.

ARTICLE XXIX: STOLEN OR DAMAGED PERSONAL PROPERTY

- A. The District shall reimburse unit members for the reasonable cost of personal property that is stolen or damaged and is properly documented as stolen or damaged. Reimbursement is available only if the personal property was on District property or at a District-sponsored event at the time of the theft or damage. The District will provide a

maximum reimbursement of 750.00 per employee per year. An employee is eligible for reimbursement if one or more of the following conditions exists:

1. Personal property items are stolen or damaged as a result of District negligence.
 2. Personal property items were being used for purposes relating to the employee's instructional responsibilities at the time of the theft or damage.
 3. Personal property items were previously approved by the building administrator prior to being brought to school or used at a district-sponsored event
- B. Reimbursements for electronic devices, including but not limited to cell phones, is limited to \$100 per member, per the life of the contract.

ARTICLE XXX: FUNDING

- A. The parties recognize that the District must have financial resources necessary to fund the provision of this Agreement.
- B. This Agreement, therefore, is entered into contingent upon financial resources sufficient to fund the Agreement. In the event such resources are not available, then all economic provisions of this Agreement shall be subject to renegotiation between the parties, upon written request for negotiations being made by the District to the Association.

ARTICLE XXXI: COMPLAINT PROCEDURES

- A. If a complaint is received which, in the District's judgment, warrants discussion with the employee, such discussion will be held in a timely manner, considering all circumstances. Such complaints not discussed in accordance with this procedure will not be placed in the employee's personnel file.
- B. When a complaint is placed in the file, the employee shall receive a copy and shall be given the opportunity to attach a written statement regarding the matter.

ARTICLE XXXII: GRIEVANCE PROCEDURE

- A. The Grievance Procedure for classified employees is attached to this Agreement as Appendix II, and by this reference incorporated herein.

ARTICLE XXXIII: SAVINGS CLAUSE

- A. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be reinstated by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision; provided, however, that the provision of the "Strikes & Lockouts" Article shall continue in full force and effect, even though a satisfactory replacement is not achieved.

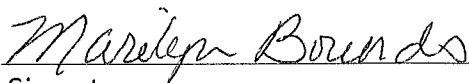
ARTICLE XXXIV: TERM OF AGREEMENT

- A. This Agreement shall be effective upon execution, shall be binding on both parties, and shall remain in full force and effect through June 30, 2022. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. This Agreement shall not be modified, in whole or in part, by the parties except by an instrument, in writing, duly executed by both parties.
- C. Either party wishing to initiate the negotiation of a successor agreement shall notify the other party, in writing, no later than February 1, 2022. The parties agree to schedule the first meeting no later than February 15, 2022. The opening party shall reference all Articles the party wishes to modify and the specific language proposed to implement such modification(s). The party not initiating negotiations shall prepare and present counterproposals at the second meeting.

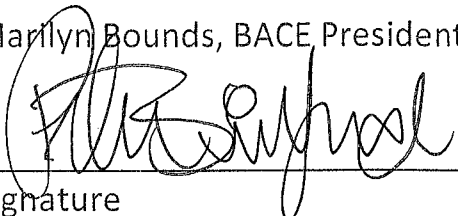
EXECUTION / SIGNATURES

Executed this 21 day of October, 2019, in Eugene, Oregon by the undersigned officers, by the authority and on behalf of the School Board, Lane County School District Number 52 and the Bethel Association of Classified Employees, Local Chapter Number 1.

FOR THE ASSOCIATION

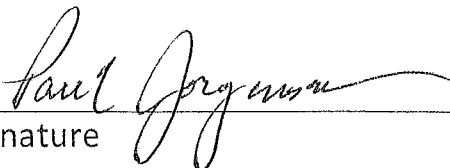

Signature

Marilyn Bounds, BACE President


Signature

Pete Swinford, OEA UniServ Consultant

FOR THE DISTRICT


Signature

Paul Jorgensen, Board Chair

APPENDIX I

BETHEL SCHOOL DISTRICT #52

2019-2020

CLASSIFIED SALARY SCHEDULE

*Step 10L is a longevity step. Effective July 1, 2014, employees eligible for the longevity step have been compensated on the last step on the salary schedule, step 9, at a minimum for one continuous full year and who are in their 11th continuous year of employment in Bethel.

1.02

RANGE	CLERICAL/SECRETARIAL	1	2	3	4	5	6	7	8	9	10L
1	ACCOUNTING I	15.08	15.53	16.00	16.48	16.97	17.48	18.00	18.54	19.10	19.67
2	ACCOUNTING II	15.52	15.99	16.47	16.96	17.47	17.99	18.53	19.09	19.66	20.25
3	ACCOUNTING III (Accounts Payable)	16.24	16.73	17.23	17.75	18.28	18.83	19.39	19.97	20.57	21.19
40	MEDICAL OFFICE ASSISTANT	16.73	17.23	17.75	18.28	18.83	19.39	19.97	20.57	21.19	21.83
4	OFFICE COORDINATOR I	14.74	15.18	15.64	16.11	16.59	17.09	17.60	18.13	18.67	19.23
5	OFFICE COORDINATOR II	15.20	15.65	16.12	16.60	17.10	17.61	18.14	18.68	19.24	19.82
6	OFFICE COORDINATOR III	15.64	16.11	16.59	17.09	17.60	18.13	18.67	19.23	19.81	20.40
	EDUCATIONAL SUPPORT										
7	CAMPUS MONITOR	13.80	14.21	14.64	15.08	15.53	16.00	16.48	16.97	17.48	18.00
8	COMMUNITY LIAISON ASSISTANT	12.51	12.88	13.27	13.67	14.08	14.50	14.94	15.39	15.85	16.33
9	EDUCATIONAL ASSISTANT I (Playground/Cafeteria Supv.)	12.56	12.93	13.32	13.72	14.13	14.55	14.99	15.44	15.90	16.38
10	EDUCATIONAL ASSISTANT II (Resource Rm/Title)	13.05	13.44	13.84	14.26	14.69	15.13	15.58	16.05	16.53	17.03
11	EDUCATIONAL ASSISTANT III	13.33	13.73	14.14	14.56	15.00	15.45	15.91	16.39	16.88	17.39
44	K - 8 ERR EDUCATIONAL ASSISTANT	13.83	14.24	14.67	15.11	15.56	16.03	16.51	17.01	17.52	18.05
41	LIFE SKILLS ASSISTANT	14.08	14.50	14.94	15.39	15.85	16.33	16.82	17.32	17.84	18.38
12	EDUCATIONAL ASSISTANT IV (Alt Ed H.S. Aide)	13.80	14.21	14.64	15.08	15.53	16.00	16.48	16.97	17.48	18.00
13	EDUCATIONAL ASSISTANT V (H.S. Curriculum Aide)	15.01	15.46	15.92	16.40	16.89	17.40	17.92	18.46	19.01	19.58
14	EDUCATIONAL ASSISTANT VI (Bilingual Aide/SLP-Aide)	16.89	17.40	17.92	18.46	19.01	19.58	20.17	20.78	21.40	22.04
15	HEALTH ASSISTANT	13.33	13.73	14.14	14.56	15.00	15.45	15.91	16.39	16.88	17.39
16	INFANT CARE COORDINATOR	13.25	13.65	14.06	14.48	14.91	15.36	15.82	16.29	16.78	17.28
17	MEDIA COORDINATOR	13.82	14.24	14.67	15.11	15.56	16.03	16.51	17.01	17.52	18.05
18	SCHOOL TO WORK COORDINATOR	14.29	14.72	15.16	15.61	16.08	16.56	17.06	17.57	18.10	18.64
	NUTRITION SERVICES										
19	NUTRITION SERVICES PRODUCTION COORDINATOR	14.70	15.14	15.59	16.06	16.54	17.04	17.55	18.08	18.62	19.18
20	NUTRITION SERVICES BAKER	12.73	13.11	13.50	13.91	14.33	14.76	15.20	15.66	16.13	16.61
21	NUTRITION SERVICES COORDINATOR	13.48	13.89	14.31	14.74	15.18	15.64	16.11	16.59	17.09	17.60
22	NUTRITION SERVICES WORKER	12.23	12.60	12.98	13.37	13.77	14.18	14.61	15.05	15.50	15.97
23	WAREHOUSE/INVENTORY/DELIVERY SPECIALIST	16.03	16.52	17.02	17.53	18.06	18.60	19.16	19.73	20.32	20.93
	TECHNOLOGY SERVICES										
24	DESKTOP SUPPORT TECHNICIAN	17.65	18.18	18.73	19.29	19.87	20.47	21.08	21.71	22.36	23.03
25	STUDENT INFORMATION SUPPORT SPECIALIST	20.01	20.61	21.23	21.87	22.53	23.21	23.91	24.63	25.37	26.13
42	SENIOR STUDENT INFORMATION SUPPORT SPECIALIST	23.26	23.95	24.67	25.41	26.17	26.96	27.77	28.60	29.46	30.34
26	NETWORK TECHNICIAN	20.01	20.61	21.23	21.87	22.53	23.21	23.91	24.63	25.37	26.13
27	SENIOR NETWORK TECHNICIAN	23.26	23.95	24.67	25.41	26.17	26.96	27.77	28.60	29.46	30.34
	FACILITIES MAINTENANCE										
28	CUSTODIAN I	16.03	16.52	17.02	17.53	18.06	18.60	19.16	19.73	20.32	20.93
29	CUSTODIAN II	16.47	16.97	17.48	18.00	18.54	19.10	19.67	20.26	20.87	21.50
30	ELECTRICIAN	24.69	25.44	26.20	26.99	27.80	28.63	29.49	30.37	31.28	32.22
31	HVAC	20.51	21.13	21.76	22.41	23.08	23.77	24.48	25.21	25.97	26.75
32	MAINTENANCE HELPER	13.46	13.87	14.29	14.72	15.16	15.61	16.08	16.56	17.06	17.57
33	MAINTENANCE I	18.89	19.46	20.04	20.64	21.26	21.90	22.56	23.24	23.94	24.66
34	MAINTENANCE II	19.44	20.02	20.62	21.24	21.88	22.54	23.22	23.92	24.64	25.38
35	MAINTENANCE III	20.01	20.61	21.23	21.87	22.53	23.21	23.91	24.63	25.37	26.13
36	PLUMBER	21.24	21.87	22.53	23.21	23.91	24.63	25.37	26.13	26.91	27.72
37	PRINTER	18.01	18.55	19.11	19.68	20.27	20.88	21.51	22.16	22.82	23.50
38	PRINTER ASSISTANT	13.46	13.87	14.29	14.72	15.16	15.61	16.08	16.56	17.06	17.57
39	SPECIAL SERVICES DRIVER	14.82	15.27	15.73	16.20	16.69	17.19	17.71	18.24	18.79	19.35
43	SPECIAL SERVICES TRANSPORTATION AIDE	13.33	13.73	14.14	14.56	15.00	15.45	15.91	16.39	16.88	17.39

BETHEL SCHOOL DISTRICT #52

2020-2021

CLASSIFIED SALARY SCHEDULE

*Step 10L is a longevity step. Effective July 1, 2014, employees eligible for the longevity step have been compensated on the last step on the salary schedule, step 9, at a minimum for one continuous full year and who are in their 11th continuous year of employment in Bethel.

1.02

RANGE	CLERICAL/SECRETARIAL	1	2	3	4	5	6	7	8	9	10L
1	ACCOUNTING I	15.38	15.84	16.32	16.81	17.31	17.83	18.36	18.91	19.48	20.06
2	ACCOUNTING II	15.83	16.30	16.79	17.29	17.81	18.34	18.89	19.46	20.04	20.64
3	ACCOUNTING III (Accounts Payable)	16.56	17.06	17.57	18.10	18.64	19.20	19.78	20.37	20.98	21.61
40	MEDICAL OFFICE ASSISTANT	17.06	17.57	18.10	18.64	19.20	19.78	20.37	20.98	21.61	22.26
4	OFFICE COORDINATOR I	15.03	15.48	15.94	16.42	16.91	17.42	17.94	18.48	19.03	19.60
5	OFFICE COORDINATOR II	15.50	15.97	16.45	16.94	17.45	17.97	18.51	19.07	19.64	20.23
6	OFFICE COORDINATOR III	15.95	16.43	16.92	17.43	17.95	18.49	19.04	19.61	20.20	20.81
	EDUCATIONAL SUPPORT										
7	CAMPUS MONITOR	14.08	14.50	14.94	15.39	15.85	16.33	16.82	17.32	17.84	18.38
8	COMMUNITY LIAISON ASSISTANT	12.76	13.14	13.53	13.94	14.36	14.79	15.23	15.69	16.16	16.64
9	EDUCATIONAL ASSISTANT I (Playground/Cafeteria Supv.)	12.81	13.19	13.59	14.00	14.42	14.85	15.30	15.76	16.23	16.72
10	EDUCATIONAL ASSISTANT II (Resource Rm/Title)	13.31	13.71	14.12	14.54	14.98	15.43	15.89	16.37	16.86	17.37
11	EDUCATIONAL ASSISTANT III (Behavior Aide)	13.60	14.01	14.43	14.86	15.31	15.77	16.24	16.73	17.23	17.75
44	K-8 ERR EDUCATIONAL ASSISTANT	14.11	14.53	14.97	15.42	15.88	16.36	16.85	17.36	17.88	18.42
41	LIFE SKILLS ASSISTANT	14.36	14.79	15.23	15.69	16.16	16.64	17.14	17.65	18.18	18.73
12	EDUCATIONAL ASSISTANT IV (Alt Ed H.S. Aide)	14.08	14.50	14.94	15.39	15.85	16.33	16.82	17.32	17.84	18.38
13	EDUCATIONAL ASSISTANT V (H.S. Curriculum Aide)	15.31	15.77	16.24	16.73	17.23	17.75	18.28	18.83	19.39	19.97
14	EDUCATIONAL ASSISTANT VI (Bilingual Aide/SLP-Aide)	17.23	17.75	18.28	18.83	19.39	19.97	20.57	21.19	21.83	22.48
15	HEALTH ASSISTANT	13.60	14.01	14.43	14.86	15.31	15.77	16.24	16.73	17.23	17.75
16	INFANT CARE COORDINATOR	13.51	13.92	14.34	14.77	15.21	15.67	16.14	16.62	17.12	17.63
17	MEDIA COORDINATOR	14.10	14.52	14.96	15.41	15.87	16.35	16.84	17.35	17.87	18.41
18	SCHOOL TO WORK COORDINATOR	14.58	15.02	15.47	15.93	16.41	16.90	17.41	17.93	18.47	19.02
	NUTRITION SERVICES										
19	NUTRITION SERVICES PRODUCTION COORDINATOR	14.99	15.44	15.90	16.38	16.87	17.38	17.90	18.44	18.99	19.56
20	NUTRITION SERVICES BAKER	12.98	13.37	13.77	14.18	14.61	15.05	15.50	15.97	16.45	16.94
21	NUTRITION SERVICES COORDINATOR	13.75	14.16	14.58	15.02	15.47	15.93	16.41	16.90	17.41	17.93
22	NUTRITION SERVICES WORKER	12.47	12.84	13.23	13.63	14.04	14.46	14.89	15.34	15.80	16.27
23	WAREHOUSE/INVENTORY/DELIVERY SPECIALIST	16.36	16.85	17.36	17.88	18.42	18.97	19.54	20.13	20.73	21.35
	TECHNOLOGY SERVICES										
24	DESKTOP SUPPORT TECHNICIAN	18.00	18.54	19.10	19.67	20.26	20.87	21.50	22.15	22.81	23.49
25	STUDENT INFORMATION SUPPORT SPECIALIST	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10	25.85	26.63
42	SENIOR STUDENT INFORMATION SUPPORT SPECIALIST	23.72	24.43	25.16	25.91	26.69	27.49	28.31	29.16	30.03	30.93
26	NETWORK TECHNICIAN	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10	25.85	26.63
27	SENIOR NETWORK TECHNICIAN	23.72	24.43	25.16	25.91	26.69	27.49	28.31	29.16	30.03	30.93
	FACILITIES MAINTENANCE										
28	CUSTODIAN I	16.36	16.85	17.36	17.88	18.42	18.97	19.54	20.13	20.73	21.35
29	CUSTODIAN II	16.80	17.30	17.82	18.35	18.90	19.47	20.05	20.65	21.27	21.91
30	ELECTRICIAN	25.19	25.95	26.73	27.53	28.36	29.21	30.09	30.99	31.92	32.88
31	HVAC	20.92	21.55	22.20	22.87	23.56	24.27	25.00	25.75	26.52	27.32
32	MAINTENANCE HELPER	13.73	14.14	14.56	15.00	15.45	15.91	16.39	16.88	17.39	17.91
33	MAINTENANCE I	19.27	19.85	20.45	21.06	21.69	22.34	23.01	23.70	24.41	25.14
34	MAINTENANCE II	19.83	20.42	21.03	21.66	22.31	22.98	23.67	24.38	25.11	25.86
35	MAINTENANCE III	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10	25.85	26.63
36	PLUMBER	21.66	22.31	22.98	23.67	24.38	25.11	25.86	26.64	27.44	28.26
37	PRINTER	18.37	18.92	19.49	20.07	20.67	21.29	21.93	22.59	23.27	23.97
38	PRINTER ASSISTANT	13.73	14.14	14.56	15.00	15.45	15.91	16.39	16.88	17.39	17.91
39	SPECIAL SERVICES DRIVER	15.37	15.83	16.30	16.79	17.29	17.81	18.34	18.89	19.46	20.04
43	SPECIAL SERVICES TRANSPORTATION AIDE	13.60	14.01	14.43	14.86	15.31	15.77	16.24	16.73	17.23	17.75

BETHEL SCHOOL DISTRICT #52

2021-22

CLASSIFIED SALARY SCHEDULE

*Step 10L is a longevity step. Effective July 1, 2014, employees eligible for the longevity step have been compensated on the last step on the salary schedule, step 9, at a minimum for one continuous full year and who are in their 11th continuous year of employment in Bethel.

1.02

RANGE	CLERICAL/SECRETARIAL	1	2	3	4	5	6	7	8	9	10L
1	ACCOUNTING I	15.69	16.16	16.64	17.14	17.65	18.18	18.73	19.29	19.87	20.47
2	ACCOUNTING II	16.15	16.63	17.13	17.64	18.17	18.72	19.28	19.86	20.46	21.07
3	ACCOUNTING III (Accounts Payable)	16.89	17.40	17.92	18.46	19.01	19.58	20.17	20.78	21.40	22.04
40	MEDICAL OFFICE ASSISTANT	17.40	17.92	18.46	19.01	19.58	20.17	20.78	21.40	22.04	22.70
4	OFFICE COORDINATOR I	15.33	15.79	16.26	16.75	17.25	17.77	18.30	18.85	19.42	20.00
5	OFFICE COORDINATOR II	15.81	16.28	16.77	17.27	17.79	18.32	18.87	19.44	20.02	20.62
6	OFFICE COORDINATOR III	16.27	16.76	17.26	17.78	18.31	18.86	19.43	20.01	20.61	21.23
	EDUCATIONAL SUPPORT										
7	CAMPUS MONITOR	14.36	14.79	15.23	15.69	16.16	16.64	17.14	17.65	18.18	18.73
8	COMMUNITY LIAISON ASSISTANT	13.02	13.41	13.81	14.22	14.65	15.09	15.54	16.01	16.49	16.98
9	EDUCATIONAL ASSISTANT I (Playground/Cafeteria Supv.)	13.07	13.46	13.86	14.28	14.71	15.15	15.60	16.07	16.55	17.05
10	EDUCATIONAL ASSISTANT II (Resource Rm/Title)	13.58	13.99	14.41	14.84	15.29	15.75	16.22	16.71	17.21	17.73
11	EDUCATIONAL ASSISTANT III (Behavior Aide)	13.87	14.29	14.72	15.16	15.61	16.08	16.56	17.06	17.57	18.10
44	K-8 ERR EDUCATIONAL ASSISTANT	14.39	14.82	15.26	15.72	16.19	16.68	17.18	17.70	18.23	18.78
41	LIFE SKILLS ASSISTANT	14.65	15.09	15.54	16.01	16.49	16.98	17.49	18.01	18.55	19.11
12	EDUCATIONAL ASSISTANT IV (Alt Ed H.S. Aide)	14.36	14.79	15.23	15.69	16.16	16.64	17.14	17.65	18.18	18.73
13	EDUCATIONAL ASSISTANT V (H.S. Curriculum Aide)	15.62	16.09	16.57	17.07	17.58	18.11	18.65	19.21	19.79	20.38
14	EDUCATIONAL ASSISTANT VI (Bilingual Aide/SLP-Aide)	17.57	18.10	18.64	19.20	19.78	20.37	20.98	21.61	22.26	22.93
15	HEALTH ASSISTANT	13.87	14.29	14.72	15.16	15.61	16.08	16.56	17.06	17.57	18.10
16	INFANT CARE COORDINATOR	13.78	14.19	14.62	15.06	15.51	15.98	16.46	16.95	17.46	17.98
17	MEDIA COORDINATOR	14.38	14.81	15.25	15.71	16.18	16.67	17.17	17.69	18.22	18.77
18	SCHOOL TO WORK COORDINATOR	14.87	15.32	15.78	16.25	16.74	17.24	17.76	18.29	18.84	19.41
	NUTRITION SERVICES										
19	NUTRITION SERVICES PRODUCTION COORDINATOR	15.29	15.75	16.22	16.71	17.21	17.73	18.26	18.81	19.37	19.95
20	NUTRITION SERVICES BAKER	13.24	13.64	14.05	14.47	14.90	15.35	15.81	16.28	16.77	17.27
21	NUTRITION SERVICES COORDINATOR	14.03	14.45	14.88	15.33	15.79	16.26	16.75	17.25	17.77	18.30
22	NUTRITION SERVICES WORKER	12.72	13.10	13.49	13.89	14.31	14.74	15.18	15.64	16.11	16.59
23	WAREHOUSE/INVENTORY/DELIVERY SPECIALIST	16.69	17.19	17.71	18.24	18.79	19.35	19.93	20.53	21.15	21.78
	TECHNOLOGY SERVICES										
24	DESKTOP SUPPORT TECHNICIAN	18.36	18.91	19.48	20.06	20.66	21.28	21.92	22.58	23.26	23.96
25	STUDENT INFORMATION SUPPORT SPECIALIST	20.82	21.44	22.08	22.74	23.42	24.12	24.84	25.59	26.36	27.15
42	SENIOR STUDENT INFORMATION SUPPORT SPECIALIST	24.19	24.92	25.67	26.44	27.23	28.05	28.89	29.76	30.65	31.57
26	NETWORK TECHNICIAN	20.82	21.44	22.08	22.74	23.42	24.12	24.84	25.59	26.36	27.15
27	SENIOR NETWORK TECHNICIAN	24.19	24.92	25.67	26.44	27.23	28.05	28.89	29.76	30.65	31.57
	FACILITIES MAINTENANCE										
28	CUSTODIAN I	16.69	17.19	17.71	18.24	18.79	19.35	19.93	20.53	21.15	21.78
29	CUSTODIAN II	17.14	17.65	18.18	18.73	19.29	19.87	20.47	21.08	21.71	22.36
30	ELECTRICIAN	25.69	26.46	27.25	28.07	28.91	29.78	30.67	31.59	32.54	33.52
31	HVAC	21.34	21.98	22.64	23.32	24.02	24.74	25.48	26.24	27.03	27.84
32	MAINTENANCE HELPER	14.00	14.42	14.85	15.30	15.76	16.23	16.72	17.22	17.74	18.27
33	MAINTENANCE I	19.66	20.25	20.86	21.49	22.13	22.79	23.47	24.17	24.90	25.65
34	MAINTENANCE II	20.23	20.84	21.47	22.11	22.77	23.45	24.15	24.87	25.62	26.39
35	MAINTENANCE III	20.82	21.44	22.08	22.74	23.42	24.12	24.84	25.59	26.36	27.15
36	PLUMBER	22.09	22.75	23.43	24.13	24.85	25.60	26.37	27.16	27.97	28.81
37	PRINTER	18.74	19.30	19.88	20.48	21.09	21.72	22.37	23.04	23.73	24.44
38	PRINTER ASSISTANT	14.00	14.42	14.85	15.30	15.76	16.23	16.72	17.22	17.74	18.27
39	SPECIAL SERVICES DRIVER	15.93	16.41	16.90	17.41	17.93	18.47	19.02	19.59	20.18	20.79
43	SPECIAL SERVICES TRANSPORTATION AIDE	13.87	14.29	14.72	15.16	15.61	16.08	16.56	17.06	17.57	18.10

APPENDIX II

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to solve grievances at the lowest possible time.

B. DEFINITIONS

1. Grievance

A dispute over the interpretation or application of the term of this Agreement.

2. Aggrieved Party

An “aggrieved party” is the party making the claim.

3. Party in Interest

A “party in interest” is the party making the claim and any person in the District who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Days

The word “days” refers to a regular District business day.

C. REPRESENTATION AND RESPONSIBILITIES

1. Representation

Any aggrieved party may be accompanied at all stages of this procedure by a representative of **their** own choosing. The Association shall have the right to be present at all stages of the procedure.

2. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all appropriate levels of the procedure, even though the aggrieved party may not wish to do so.

3. Non-Reprisal

No reprisals of any kind shall be taken by the Board or any member of the Administration against any participant in the grievance procedure by reason of such participation.

D. OPERATING LIMITS

1. Time Limits

The number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual agreement.

2. Grievance At the End of A Working Term

In the event a grievance is filed at such time that it cannot be processed through the steps in this grievance procedure by the end of the working term of the aggrieved, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of said working term, or as soon thereafter as it is practicable.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this procedure. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.

4. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved party and all decisions rendered at subsequent levels of the procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to the aggrieved and to the Association.

5. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6. Authority

If the immediate supervisor or principal does not have authority in the matter grieved, the grievance may be initially filed at the lowest supervisory level where such authority exists.

E. THE PROCEDURE

1. Level One

- a. The party with a grievance will, within fifteen (15) days of the time the grievant should have reasonably had knowledge of the facts upon which the grievance is based, discuss it with the employee's principal or immediate supervisor with the objective of resolving the matter informally.
- b. If the aggrieved party is not satisfied with the informal disposition the employee's grievance, the employee may communicate a written grievance to the employee's principal within ten (10) days of the informal meeting. This communication shall specify the contract clause in dispute and the specific remedy requested. The principal shall make a written decision within five (5) days and attach it to the original grievance. Copies shall be sent to the aggrieved party and to the Association within five (5) days of the original written grievance.

2. Level Two

- a. If the aggrieved party is not satisfied with the disposition of the employee's grievance at Level One, or if no written decision has been rendered within the required time, the employee may, within ten (10) days, appeal to the Superintendent. The appeal shall include a copy of the decision being appealed and the grounds for regarding such decision as incorrect.
- b. At the Superintendent's discretion, the Superintendent may either review the written record or hold a meeting, with the parties in interest, within ten (10) days of the superintendent's receipt of the appeal. Written notice of the time and place of any scheduled meeting shall be given not less than five (5) days prior thereto to the aggrieved party and the Association.
- c. Within five (5) days of the meeting or review of the record, the Superintendent shall communicate, to the aggrieved party and to the Association, the Superintendent's written decision, which shall include supporting reasons therefore.

3. Level Three – Arbitration

- a. Within ten (10) days of the decision at Level Two, or if no written decision has been rendered within the required time, the aggrieved party may request to the Association that the decision (rendered under Level Two) be submitted to arbitration; this must be done within five (5) days of receipt of the request from the aggrieved party. The District shall receive written notice of such submission.
- b. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing

to do so, they shall, within ten (10) school days of the appeal, jointly request that the Employment Relations Board submit a list of seven (7) arbitrators. If the list does not contain at least five (5) AAA arbitrators, either party has the right to reject the list within five (5) days of receipt of the list. If the list is rejected, the parties shall jointly request that the American Arbitration Association supply a list of twenty-seven (27) arbitrators. Within ten (10) school days after 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 a name from the list; the seventh and remaining person shall act as the arbitrator. This striking shall be completed within twelve (12) school days following receipt of the list. The conduct of the actual hearing shall be according to AAA rules, unless otherwise agreed to by the parties.

- c. The arbitrator shall interpret the Agreement and determine if it has been violated. The arbitrator shall have no power to add to, subtract from or to modify the terms of this Agreement. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's decision shall be submitted to the Board and to the Association and shall, within the scope of the arbitrator's authority, be final and binding on both parties.
- d. Costs of arbitration, other than the costs incurred by each party in presenting its case, shall be borne equally by the parties.
- e. No issue, whatsoever, shall be arbitrated or subject to arbitration unless such issue results from an action occurrence which the employee's takes place following the execution date of this Agreement; and no arbitration determination or award shall be made by the arbitrator which grants any right or relief (for any period of time, whatsoever), prior to the execution of this Agreement.
- f. It is specifically and expressly understood and agreed to that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party, the labor organization and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contests of the subject matter of the grievance in any court or other available forum shall constitute agreed waiver of arbitration.