

**Collective Bargaining Agreement**

**between**

**Seaside School District 10**

**and**

**Oregon School Employees Association Chapter 107**

**2020-2021**

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CONTRACT  
Between  
SEASIDE SCHOOL DISTRICT NO. 10  
And  
OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER 107

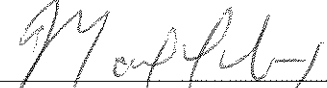
This contract is made and entered into this July 1, 2020 by the Oregon School Employees Association Chapter 107, Classified School Employees, District No. 10, and the Board of Seaside School District No. 10, hereinafter referred to as the "Board".

Now, therefore, the parties hereto agree to be bound by the covenants as set forth in this contract. The duration of this contract shall be for the period from July 1, 2020 until June 30, 2021 provided, however, that it shall be renewed automatically on its termination date for another one (1) year, in the form in which it has been written and amended or supplemented during its life; unless one party gives written notice to the other party before its current expiration date of its intention to terminate, amend or modify the contract. It is intended by the parties that a renewed contract shall have the same effect as an original contract between the parties.

IN WITNESS WHEREOF, the parties hereto hereby affix their signatures as of the date first written above.

  
\_\_\_\_\_  
President  
OSEA Chapter 107

Date: 6-17-2020

  
\_\_\_\_\_  
Board Chair  
Seaside School District 10

Date: 6/16/20

## **Article 1 — Recognition**

1.1 The District recognizes the Oregon School Employees Association Chapter #107 as the exclusive bargaining representative with respect to wages, hours and conditions of employment for all full-time and part-time non-licensed personnel employed by the District except substitute, temporary, supervisory and confidential employees.

1.2 **Exclusions**

Specifically excluded from this Agreement are all supervisory and confidential employees, temporary employees, and substitute employees.

- A. A temporary employee is defined as a person hired on a time or funding specific schedule, which hiring shall not exceed one year. This category shall also include seasonal employees.
- B. A substitute employee is defined as an employee hired to replace or perform a regular employee's job responsibilities when regular employee is absent or unable to perform their regularly scheduled job.

## Article 2 — Management Rights

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

- A. The executive management and administrative control of the school system and its properties and facilities;
- B. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer except as limited by this agreement;
- C. The unqualified right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
- D. The unqualified right to establish the school calendar;
- E. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
- F. Adopt reasonable rules and regulations;
- G. Determine the qualifications of employees, and set out those qualifications in a job description;
- H. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
- L. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria, except as limited by this agreement.

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

2.2 Nothing in this Agreement shall restrict the District's right to contract or subcontract out bargaining unit work and/or work currently being performed by members of the bargaining unit. The Association shall be entitled to bargain this matter consistent with statute.

2.3 The District will follow Board policy GDPD-AR regarding dismissal procedures.

### **Article 3 — Association Dues Check Off**

- 3.1 The Board agrees to deduct from or check-off on the wages of employees for the payment of dues to the Association.
- 3.2 The Association certifies that this Agreement is formally executed pursuant to the approval of a majority of all employees in the bargaining unit.
- 3.3 The Association shall hold the District harmless from any claim filed against the District as a result of this Article. Include in this hold harmless are any reasonable attorney's fees and costs incurred by the District in the defense of such a claim.

## **Article 4 — Vacancies**

- 4.1 Posting of Job Vacancies - The District shall provide to the Association President a list of job openings created or change in staff in the bargaining unit. The District will post all job vacancy announcements and will interview all employees who apply. The posting shall include the range or wage scale, and indicate that a job description is available upon request.
- 4.2 When skills, qualifications, and abilities are determined to be equal, as judged by the District, then seniority shall prevail; provided, however, that any appeal of a decision under this Article may be appealed only to the Board of Directors of Seaside School District.

## **Article 5 — Association Rights**

- 5.1 School facilities may be used for Association meetings, provided that such meetings shall not interfere with normal school operations, special meetings or classes, and provided that prior approval is granted by the building principal.
- 5.2 The Association may have the right to reasonable use of office equipment such as computers, typewriters, calculators, duplicating machines, and audio-visual equipment, for preparing negotiations materials, notices of Association meetings and for the dissemination of information from the Association to its members. Such equipment may be used only outside the working day and by qualified operators with prior approval of the building principal when such equipment is not otherwise in use. The Association shall pay the reasonable costs of all materials and supplies incidental to the use, and shall be responsible for any damage caused to the equipment. The District e-mail service will be used for notification for the members regarding meetings, Union announcements of the non-political nature and communicating with the District Administration. E-mail use regarding Union business will be limited to non-paid times. Any other use of e-mail will be subject to advance approval of the District.
- 5.3 Material printed on any District equipment shall not be detrimental to community-District-classified relations nor defamatory to any individual as judged by the District.
- 5.4 The District shall provide the Association with reasonable bulletin board space for the use of the Association in communicating with classified employees. The Association shall have the right to post notices of activities and matters of concern to classified employees.
- 5.5 The District shall include the Association's Chapter President among those who regularly receive the official minutes of the Board meetings, Board information packet, and agendas of upcoming Board meetings.
- 5.6 Use of District facilities, equipment, and bulletin boards under this article shall comply with all applicable laws and board policies.



## **Article 6 — Workweek**

- 6.1 A workweek shall consist of forty (40) hours per week. Additional work beyond forty hours per week shall be compensated at time and one-half of the employee's regular rate of pay. The workweek shall be from 12:01 A.M. Sunday through midnight Saturday.

## Article 7 — Seniority/Layoff/Recall

- 7.1 Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire. Job classification seniority shall be defined as the total length of continuous service within a designated job classification. For accounting purposes, 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.
- 7.2 When the District determines that reduction in staff positions are necessary, the Association and those employees affected will be notified, as soon as possible after the decision is made by the Board.
- A. Layoff of bargaining unit employees will be based upon job classification seniority, and such layoff will occur by classification. However, the District may take into consideration program needs such as special training or lead responsibilities. A laid off employee may, at his/her own expense, continue insurance coverage as per Federal Law (COBRA).
  - B. Laid off employees will be able to "bump" less senior employees at equal or lesser codes within job classifications.
  - C. A laid off employee who previously worked in a different classification for one year within the last five years for the District (within the definition of seniority in Paragraph A), may "bump" an employee in the other classification as long as the laid off employee has greater District seniority than the person to be bumped.

### 7.3 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 27 months will be deemed to have been terminated in good standing.

- A. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff (within the last 27 months), laid off employees from that classification will be recalled in reverse order of layoff provided the employee recalled be physically capable of satisfactorily performing the duties of the position. 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) workdays to respond to the recall notice. Refusal of recall to a position not equal in hours to the position held prior to lay off shall not constitute voluntary termination and the employee shall remain on the recall list. Recall rights will be forfeited if:
  - 1. The employee fails to report for work within ten (10) workdays of the time the notice was mailed by certified mail.
  - 2. The employee waives recall rights in writing.

Forfeiture of recall rights per the above will be deemed to be equivalent to a resignation from District service.

- B. 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 his/her own classification.

For the purpose of administering this Article, and solely for this purpose, "classifications" for layoff shall be the following:

C. *Job Classifications*

- A. Mechanic/Bus Drivers
- B. District Maintenance/Head Custodians/Assistant Custodians
- C. Head Cook/Ala Carte/Assistant Cooks
- D. High School Head Secretary/Middle School Secretary/Elementary Secretary
- E. High School Bookkeeper-Secretary  
High School Student Personnel Secretary  
High School Counseling Secretary  
High School Assistant Secretary-Computer Operator  
Assistant Middle School Secretary  
Assistant Elementary Secretary
- F. Library Assistants
- G. Educational Assistants - Title One
- H. Educational Assistants - Special Education
- I. Educational Assistants - English as a Second Language
- J. Elementary, Middle School, High School Educational Assistants
- K. Technology Support Specialist
- L. Health Assistant
- M. A.S.P.I.R.E Coordinator
- N. Attendance Assistant
- O. Graduation Support Specialist
- P. Family Resource & Community Partnerships Liaison
- Q. Preschool & Kindergarten Assistants

## **Article 8 — Personnel Records**

- 8.1 Such files are confidential to the extent allowable under law. Employees will have the right, upon request, to review the contents of their personnel files. Employees may obtain a copy of their file on a limited basis, without charge. In the event the District believes that this privilege is being abused, the District reserves the right to charge employees copying costs. The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and has refused to sign or initial such information.
- 8.2 An employee will have the right to indicate those documents and/or other materials in his or her file which the employee believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent or designee and if the Superintendent or designee agrees, the documents will be destroyed. The Superintendent will make the final decision regarding the retention or destruction of challenged documents and such decision shall be final and binding without recourse to the grievance procedure.

## Article 9 — Salary

9.1 Salaries for the classified employees in the bargaining unit shall be increased by the following percentages as set forth on Exhibit A, which is attached hereto and such, and by this reference, incorporated herein.

2020-2021: 2.5%

9.2 The salaries of the classified employees in the bargaining unit who are eligible to move shall be increased one (1) step on the vertical scale of the attached salary schedules annually on July 1. New employees hired after February 1 will be advanced on July 1 of the following year.

9.3 A permanent change in position involving new duties with greater responsibilities shall be accomplished by moving the employee affected to an hourly wage that provides a rate higher than he/she was receiving prior to the change.

9.4 New employees of the District will be placed on Step 1 of the Salary Schedule. Additional steps for placement may be granted as follows: the newly hired staff member makes the request in writing and provides documentation of same or similar work experience; the Association and the District mutually agree upon the step placement; and the initial placement does not exceed Step 4.

9.5 Employees shall be compensated a two-hour minimum for all after-hour call-ins.

## Article 10 — Grievant Procedure

10.1 **Purpose:** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems relating to the administration of this agreement, which may from time to time arise. The parties agree that these proceedings will be kept informal and confidential, consistent with the ultimate goal of resolving the grievance at each step of the grievance procedure.

### 10.2 Definitions

**Grievance:** A "grievance" is a claim by an employee of a violation of this agreement.

**Grievant:** A "grievant" is the person or the Association making the claim.

### 10.3 Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. Time limits shall not be extended or modified except by written agreement of the parties hereto. The failure of the District to respond within time limits set forth herein will constitute a rejection of the grievance at that level and thereby allow the Association to take the grievance up at the next step within the time limit specified therein, if applicable. Failure of the Association to comply with a time limit set forth herein shall constitute acceptance of the District's position on the matter.

### 10.4 Representation

The grievant may be represented by him/herself, or at his/her option, by a representative of the Association. No grievance shall be submitted to binding arbitration except by the Association.

### 10.5 Procedure

**Step One - Supervisor:** A grievant, as defined above shall within five (5) working days of the occurrence of the grievance, discuss it with the supervisor, with the objective of resolving the matter informally. The supervisor shall have five (5) working days from the discussion in which to respond to the grievance. The response must be given in writing to the grievant.

**Step Two - Superintendent:** If the grievant is not satisfied with the disposition of his/her grievance at Step One, he/she may file the grievance in writing with the Superintendent within ten (10) working days after receipt of the supervisor's written answer. The written grievance shall specify the management action or inaction being grieved, the contract article or articles and sections or paragraphs thereof alleged to have been violated, and the specific remedy sought. The Superintendent shall have ten (10) working days from date of receipt in which to respond in writing to the grievance.

**Step Three - School Board:** If the grievant is not satisfied with the decision of the Superintendent, the grievance may be presented to the Board by filing all correspondence presented or received at prior steps with a cover letter with the Superintendent within ten (10) working days receipt of the Superintendent's written answer. The Board will make a written response to the grievance within ten (10) working days after the next regularly scheduled Board meeting.

**Step Four - Arbitration:** If the Association is not satisfied with the decision of the Board, the matter may be submitted to binding arbitration by submission of written notice to the District Superintendent of intent to arbitrate within ten (10) working days of completion of Step 3 procedures. Upon receipt of such notification, the parties shall have ten (10) working days in which to mutually agree upon an arbitrator. If none is selected, either party may, within ten (10) additional working days, request arbitration from the Employment Relations Board. The parties shall then be bound by the Voluntary

Labor Arbitration Rules of the AAA in selecting an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties. The arbitrator shall only have the authority to hear a grievance filed and processed in full compliance with the procedure outlined herein and shall not be empowered to add to, expand, or detract from the specific and express terms of this Agreement.

10.6 **Miscellaneous Provisions**

1. Grievance meetings and hearings will be private, unless mutually agreed or as provided in law.
2. Each party shall bear all costs of producing their own witnesses, preparation of exhibits and other materials to include the production of a record or transcript of the proceeding unless such record or transcript is desired by both parties. The fee and expenses of the arbitrator and the cost of the hearing room shall be borne equally by both parties.

## Article 11 — Benefits

- 11.1 Holidays for employees in the bargaining unit shall be:
- A. Employees who are entitled in accordance with 11.3:
    - Veterans' Day
    - Memorial Day
    - Presidents' Day
    - Thanksgiving Day
  - B. In addition, twelve-month employees:
    - Independence Day
    - New Years Day
    - Christmas Day
    - Labor Day
- 11.2 Employees in the bargaining unit shall be compensated for holidays as though they worked a regular schedule for the day.
- 11.3 Holiday pay shall be available to an employee who is on the payroll of the District at the time of the holiday.
- "On the payroll" is interpreted to mean paid status before and after the holiday. "Paid status" means regular wages, sick leave, vacation, jury duty, etc., not receiving health and welfare contribution alone during the summer. Normally paid status would be the scheduled work day before and the scheduled work day after the holiday exclusive of weekends.
- 11.4 Vacation time earned by employees in the bargaining unit shall be granted as indicated in the following outline:
- A. For twelve-month employees:
    - 1-2 years inclusive = 5 days
    - 3-5 years inclusive = 10 days
    - 6-10 years inclusive = 15 days
    - 11 years on up = 20 days
  - B. The administration will consider requests for vacation at other times during the year.
- 11.5 Vacation time shall be granted as outlined in 11.4 above; earned vacation shall be granted at the end of the employee's work year. Employees may be granted vacation during the school year with supervisor approval and no more than one employee from a classification will be allowed vacation at one time.
- 11.6 For acts of vandalism damaging an employee's vehicle on school property, the District agrees to pay the deductible on the employee's insurance coverage to a maximum of \$100.00.
- 11.7 Requests for professional development workshops and conferences that relate to the employee's responsibilities shall be made to the building principal. If approved, the District agrees to fund the cost of any tuition. The District will pay examination fee for one assessment that is required because of Federal or State mandate. Any employee taking an assessment examination and failing said examination will be responsible for all further costs associated with the examination.



## Article 12 — Insurance/Leave of Absence

### 12.1 Insurance

- A. The District's primary medical, vision and dental coverage insurance premium contribution for employees hired after June 30, 1988, will be based on his/her District assigned regularly scheduled hours worked. District assigned regularly scheduled hours does not include extra, substitute or temporary hours. The schedule is as follows:

30 hours/week = 100% of negotiated amount  
17.5 to 29 hours/week = 75% of negotiated amount

If the District reduces an employee's hours, the employee's benefits will be commensurate with the new hours. Any employee hired prior to July 1, 2011 will be granted the following exception: A full time classified employee who works thirty (30) hours or more per week will be entitled to 100% of the negotiated insurance benefit contribution even if the employee's work hours are reduced by the Administration.

- B. Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may "opt out" in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
- a. Employees choosing to opt out must show written proof that they maintain coverage under another employer-sponsored group medical benefit plan. Medicare, OHP and VA are not considered another employer-sponsored group medical benefit plan.
  - b. There shall be an annual open enrollment period each year to allow eligible employees the opportunity to opt out of insurance coverage. If an eligible employee chooses to opt out or waive his/her insurance coverage, that waiver shall be effective until the next open enrollment period. If an employee loses group insurance through a spouse or domestic partner, they must notify the District and immediately re-enroll for insurance coverage.
  - c. An eligible employee who opts out of insurance by meeting the above requirements shall receive a monthly stipend of \$765.00. This stipend will be considered taxable income under section 125 benefits.
- C. Commencing with formal ratification and continuing through the 2021 insurance year, the District will provide a contribution toward primary medical, dental, and vision insurance of up to:
- 2020-2021: \$1,650.00
- D. If the amount contributed by the District towards premiums for the purchase of primary medical, dental, and vision insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction. If an employee chooses a healthcare plan that costs less than the District provided benefit dollars, the District will contribute 100% of the excess benefit dollars to an employer funded Section 125 Flexible Spending Account (FSA), up to a maximum of \$500.00 per plan year. If an employee has excess benefit dollars above the initial \$500.00, the remaining dollars will be contributed to the employee's HRA VEBA account. Eligibility is limited to employees with excess benefit dollars provided by the employer.

- E. The benefit program(s) identified herein shall be provided in accordance with the underwriting rules and regulations as set forth by the carrier(s) in a policy (policies) retained by the policyholder. The District shall not pay for any additional medical, dental, and/or vision expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.
  - F. The District shall provide each eligible employee \$25,000 group term life insurance with accidental death and dismemberment benefits as allowable by law.
  - G. The Association will notify the District by the OEBC deadline annually of any plan changes it elects. If the District does not receive notification, the most current plans will remain in effect.
- 12.2 Two (2) days for personal leave each year for use of personal business that cannot be accomplished under otherwise normal circumstances. Employees contracted to work 200 days or more will receive three (3) personal leave days. Personal leave must have the approval of supervisor and cannot be used for vacations. Twelve-month employees will receive three (3) personal leave days each year under the same provisions as the other classified employees. No more than the earned days per year can be taken in any one-year. Unused personal leave will accumulate, and at severance, a payment will be made to the employee based on current wages but not to exceed \$100.00 per day. Accumulated personal leave will only be available for qualifying Family Medical Leave issues.
- 12.3 Staff members are eligible for the equivalent of one sick day per month which is based on the number of contract months and hours worked for their regularly established job classification. Extra, substitute or temporary hours are not eligible for the sick leave calculation. Sick leave may accumulate indefinitely. It may be taken for absence due to illness of dependent children under 18 who live in the same home of the employee, for up to five (5) days per year.
- 12.4 For staff not working a full contract work year, sick and personal leave will be pro-rated.
- 12.5 **Sick Leave Bank**
- A. Purpose. The purpose of the Sick Leave Bank shall be to extend to those sick leave bank members, additional sick leave days should an illness or injury cause a member to exhaust his/her sick leave days. Only requests for an individual employee's personal illness will be eligible for the sick leave bank.
  - B. Structure
    - 1. The governing body shall be composed of two (2) Association members and (2) Administrators.
    - 2. Members of the governing body shall be appointed by the group they represent.
    - 3. Appointment of the governing body will be established on a need basis when a request is submitted.
  - C. Function
    - 1. The governing body shall make the decision to award or to deny a member additional sick leave days from the bank.
    - 2. The governing body shall have the right to terminate the use of sick leave days from the member should an investigation show misuse on the part of the member.
    - 3. Set procedures.
  - D. Membership
    - 1. Membership can only be obtained between Labor Day and September 30 of the same year, with the exception of those employees who start their employment with the District at some time other than the beginning of the school year. These people would be eligible during the first 30 days of employment.

2. Members shall be effective immediately upon joining and be effective until termination.
  3. Each potential member will be notified that donated sick leave days become ineligible for use in figuring PERS retirement formula. To join, each member must donate two (2) days of sick leave the first year and one day each successive year of membership. Contract part time employees who are at least half time employees will contribute in the same ration as their work day. A half time employee would be contributing two (2) half days the first year and would contribute one half day per year thereafter.
  4. When an employee has contributed the total number of five days to the Sick Leave Bank, he/she shall then become a permanent life member of the bank. No further days need be contributed by life members unless the Sick Leave Bank reserve falls below 100 days, at which time each life member named will be assessed one day of sick leave for that year.
- E. Termination of membership shall be by:
1. Written request of member to be terminated.
  2. End of employment with the District.
  3. Termination by a governing body under Article 12.5-C(2).
- F. Should membership be terminated, previously donated days shall remain in the bank.
- G. Termination of membership shall be effective June 30 of the school calendar year. Termination under Article 12.5 C(2) shall be immediate following decision of the governing body.
- 12.6 In computing monthly salaries, for 11 and 12-month employees, the total anticipated annual working hours, including holidays divided into eleven (11) and twelve (12) equal payments. Any overtime accrued during a pay period will be paid in addition to regular monthly salary.
- 12.7 **Other Paid Leave:** Absences occasioned by closure of schools by the Superintendent because of flood, storm or other such acts of God shall be without loss of compensation. Should there be a change in the weather before the working day is over, and the employee can report for work, he/she will be expected to report for work. When an employee has scheduled an approved leave day and the District closes school for a full day for any reason (snow, hazard) the employee's leave day shall be credited back to the employee's total. This provision, to credit back the employee's leave day, does not apply to any employee on an extended leave. An extended leave is defined as three or more consecutive days.
- 12.8 **Other Leave:** Leaves of absence (paid or unpaid) for good cause may be granted by the District. Leaves of absence longer than six (6) months shall not be authorized. It is understood and agreed that granting a leave in no way sets a precedent, past practice or standard for approval of future leaves. Leaves may or may not be granted at the discretion of the District except as provided by law.
- 12.9 **Bereavement Leave:** Up to three days bereavement leave will be granted for each occurrence of death in the family. A family member is defined as follows: employee's mother, father, mother-in-law, father-in-law, brother, sister, husband, wife, child, stepchild, grandchild, grandparent, or others as defined by the Family Medical Leave Act or as approved by the Superintendent.
- 12.10 **Funeral Leave:** When an employee serves as a pallbearer or in some other way participates in a funeral ceremony, he/she will be granted time off to perform such duty up to but not to exceed four hours. Up to one day will be granted for the funeral of an aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandparent of the employee's spouse. Additional time may be granted at the discretion of the Superintendent.
- 12.11 **Witness/Appearance Leave:** If an employee is subpoenaed as a disinterested witness, or in a District-related case, or called as a juror, the District shall authorize such absence without loss of pay, provided that if the employee receives a fee for these services, the fee, less mileage and subsistence, shall be deposited with the District's payroll clerk in order for the employee to receive a full paycheck

for the period involved, and provided further, that a copy of the subpoena of his/her notice shall be filed with the employee's immediate supervisor with the request for leave. This provision shall not apply to classified employees who are the claimant or plaintiff against the District in personal litigation.

- 12.12 Payroll will be distributed by direct deposit. Staff that would like to opt out of direct deposit must provide a written request prior to the first day of any calendar month. Employees who receive equal payments will receive all summer payments in June. Employee's final wages upon termination may be ineligible for direct deposit.

## Article 13 — Transportation Activity Runs

- 13.1 It is agreed that the District shall use bus drivers on activity runs where the buses of the District are used. The District, however, reserves the right to use small vans for the purpose of movement of small numbers of young people for activity runs without the necessity of hiring a school bus driver, and a parent or other driver may be selected by the District for such transportation needs.
- 13.2 In the event of an activity run cancellation, the assigned driver shall be paid one hour regular pay unless notified prior to his or her departure from place of residence to the bus garage. If cancellation of activity run keeps driver waiting past the one hour minimum, the driver will be paid for additional hours. In the event of a cancellation that causes the driver to unwillingly lose his or her normal route, the driver will be compensated two hours.
- 13.3 **Bus Drivers:** The activity run drivers shall receive their regular hourly wage for driving time with a minimum of two hours driving time and lay over time as 2/3 regular salary. If the bus driver is required to stay with the bus on an activity run because of supervision or bus safety as specified by the Transportation Supervisor prior to the trip, the lay over time will be paid at regular wage. On extended trips, to comply with legal driving codes, lay over time would end when driver has delivered children to their destination and driver is at the motel. Motel at cost and meals at cost are to be paid for on out of county trips. Driver will be paid at their regular rate of pay while on any assignment on weekends or overnight trips. Driver will be allowed to take their breaks and lunches as per this agreement.
- 13.4 **Bus Driver Training and Licensing:** Bus drivers will be compensated as follows:
- A. Current hourly rate for required check-rides outside of the times normally covered by their route assignments.
  - B. At the employee's hourly rate for District sponsored training sessions, up to eight (8) hours per year.
- The District will pay fees not covered by District-provided medical insurance for required physical examinations for regular drivers and the entire fee for approved substitute drivers.
- 13.5 The District shall pay for Drug Testing required by the Omnibus Transportation Employees Testing Act (1994) Section 382.103 et al. Employees will receive not less than one (1) hour pay at their regular rate.

## Article 14 — Miscellaneous

- 14.1 The District will follow Board Policy for Suspension and Dismissal of Classified Employees is GDPD and GDPD-AR.

<http://images.pcmac.org/Uploads/SeasideSD/SeasideSD/Divisions/DocumentsCategories/Documents/GDPD%20-%20Suspension%20and%20Dismissal%20of%20Classified%20Employees.pdf>

<http://images.pcmac.org/Uploads/SeasideSD/SeasideSD/Divisions/DocumentsCategories/Documents/GDPD%20R%20-%20Suspension%20and%20Dismissal%20of%20Classified%20Employees.pdf>

- 14.2 Board Policy for Evaluation of Classified Staff is GDN and GDN-AR.

<http://images.pcmac.org/Uploads/SeasideSD/SeasideSD/Divisions/DocumentsCategories/Documents/GDN%20-%20Evaluation%20of%20Classified%20Staff.pdf>

[http://images.pcmac.org/Uploads/SeasideSD/SeasideSD/Divisions/DocumentsCategories/Documents/GDN%20R%20-%20Evaluation%20of%20Classified%20Staff%20-%20Procedures\\_1.pdf](http://images.pcmac.org/Uploads/SeasideSD/SeasideSD/Divisions/DocumentsCategories/Documents/GDN%20R%20-%20Evaluation%20of%20Classified%20Staff%20-%20Procedures_1.pdf)

- 14.3 If an employee would like a hard copy of the policies above, they may request a hard copy from their supervisor.

**2020-2021 CLASSIFICATIONS**

<b>TITLE</b>	<b>CODE</b>
<b>SECRETARIES</b>	
Elementary Secretary	7
Assistant Elementary Secretary	6
Seaside Middle School Secretary	7
Assistant Middle School Secretary	6
High School Head Secretary	8
High School Bookkeeper/Secretary	9
High School Student Personnel Secretary	8
High School Assistant Secretary/Computer Operator	6
High School Counseling Secretary	8
<b>CUSTODIANS</b>	
District Maintenance	9
Head Custodians	9
Assistant Custodians	6
Groundskeeper	6
<b>EDUCATIONAL ASSISTANTS</b>	
ESL Assistants	6
Library Assistants	6
Special Education Assistants	6
Alternate Education Assistants	6
Special Needs Assistants	8
Health Assistant	4
Preschool & Kindergarten Assistants	3
All Other Assistants	3
<b>COOKS</b>	
Head Cook	8
Assistant Cooks	3
Baker	4
Ala Carte	4
<b>BUS DRIVERS</b>	
Mechanic	10
All Drivers	9
<b>TECHNOLOGY</b>	
Technology Support Specialist	11
<b>OTHER</b>	
A.S.P.I.R.E. Coordinator	6
Attendance Assistant	3
Graduation Support Specialist	10
Family Resource & Community Partnerships Liaison	8

## Appendix A

### 2020-2021 Salary Schedule

1.025

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CODE 1	\$11.16	\$11.74	\$12.31	\$12.88	\$13.55	\$14.18	\$14.89
CODE 2	\$11.74	\$12.31	\$12.88	\$13.55	\$14.18	\$14.89	\$15.57
CODE 3	\$12.31	\$12.88	\$13.55	\$14.18	\$14.89	\$15.57	\$16.35
CODE 4	\$12.88	\$13.55	\$14.18	\$14.89	\$15.57	\$16.35	\$17.17
CODE 5	\$13.55	\$14.18	\$14.89	\$15.57	\$16.35	\$17.17	\$17.99
CODE 6	\$14.16	\$14.89	\$15.57	\$16.35	\$17.17	\$17.99	\$18.83
CODE 7	\$14.89	\$15.57	\$16.35	\$17.17	\$17.99	\$18.83	\$19.81
CODE 8	\$15.57	\$16.35	\$17.17	\$17.99	\$18.83	\$19.81	\$20.78
CODE 9	\$16.35	\$17.56	\$17.99	\$18.83	\$19.81	\$20.78	\$21.76
CODE 10	\$17.71	\$18.59	\$19.49	\$20.42	\$21.46	\$22.51	\$23.62
CODE 11	\$21.47	\$22.55	\$23.70	\$24.88	\$26.12	\$27.44	\$28.78

A 2% one-time lump sum after 10 years and a 2% one-time lump sum after 15 years, and a 2% one-time lump sum after 20 years. The amount remains the same and is added to the gross salary each year.