

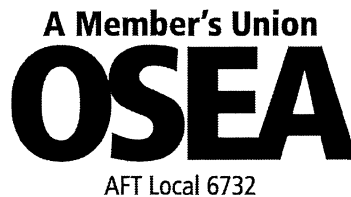
# **PROFESSIONAL AGREEMENT**

between the

**OREGON SCHOOL EMPLOYEES ASSOCIATION  
RAINIER CHAPTER #89**

and

**RAINIER SCHOOL DISTRICT NO. 13**



**2021-2024**

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## **PREAMBLE**

This AGREEMENT is entered into by and between Rainier Chapter #89 of the Oregon School Employees Association, hereinafter referred to as the "Union", and Rainier School District No. 13, hereinafter called the "District".

## ARTICLE 1 – RECOGNITION AND STATUS OF AGREEMENT

- A. The District recognizes the Union as the exclusive bargaining representative for all classified employees of the District, excluding substitutes, temporary employees hired to work ninety (90) consecutive work days or less in one fiscal year, confidential and supervisory employees.

For purposes of this Agreement, the following terms shall be defined:

1. A temporary employee is defined as an employee hired to perform duties, which may arise from unforeseen enrollment increases, a specific task, seasonal, or extra-ordinary duties not normally performed by members of the bargaining unit. In the event a temporary position exceeds the 90 consecutive working days, the District agrees that the employee becomes a regular classified employee on the 91st day of employment.

A temporary employee shall not be hired to fill vacancies created by the termination of a regular employee. If the position becomes vacant during the last 90 days of the school year, the District may hire a temporary for the remainder of the school year with mutual agreement from the Union.

2. A substitute employee is defined as an employee temporarily hired to replace a specific employee who has been excused from work for a period of time or a vacated position.
3. A probationary employee is one who has been hired by the School Board as a regular employee but has not completed the probationary period.
4. A regular employee shall be defined as an employee who has been regularly hired by the School Board and has completed their probationary period.

- B. There shall be three (3) signed copies of the final Agreement for the purpose of records. One shall be retained by the District, one by the Union, and one by the OSEA. Within six weeks following final ratification of this Agreement by both parties, the District agrees to provide sufficient copies of the Agreement for all classified personnel upon request. All new employees to the District shall be provided a copy of this Agreement at time of hire.

- C. Separability

1. In the event any words or sections of this collective bargaining agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board (ERB), by statute of constitutional amendment or by inability of the employer or employees to perform to the terms of the Agreement, then upon request by either party the invalid words or sections of the collective bargaining Agreement shall be reopened for negotiation.

2. Renegotiation of a collective bargaining Agreement pursuant to this section is subject to the expedited bargaining process outlined in ORS 243.698.

## **ARTICLE 2 – DURATION**

This Agreement shall be effective **July 1, 2021** and shall continue in effect until **June 30, 2024**. The Union shall notify the District in writing no later than December 1, of its intention to negotiate a successor Agreement and negotiations shall commence at a mutually agreed upon time and date.

### ARTICLE 3 – DISTRICT RIGHTS

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;
- C. The 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 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 or 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, including physical conditions;
- 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.

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.



## ARTICLE 4 – EMPLOYEE COMPENSATION

- A. **Salary Schedule:** Salaries shall be paid in accordance with Appendix A and by this reference are incorporated herein.

For the 2021-2022 contract year, the classified wage schedule shall be modified and increased by 4% effective July 1, 2021. For the 2022-2023 contract year, the classified wage schedule shall be increased by 3% effective July 1, 2022. For the 2023-2024 contract year, the classified wage schedule shall be increased by 2% effective July 1, 2023.

Employees will be hired at a step commensurate with their experience. In the event someone is hired outside of where they would be on the schedule, the District and Association would mutually agree.

Employees who begin work after December 1 will remain at their hired step the following July 1. Those employed prior to December 1 will receive a step increase the following July.

Employees temporarily assigned duties of an employee in a lower pay range shall not suffer a reduction in pay.

Employment compensation starts on the day work begins and/or the date notified when work will begin by the administrator responsible for the position, whichever comes first. All permanent employment is subject to approval of the District, however, the employee will receive benefits from the date of beginning employment should the District not approve the application.

An annual lump sum payment of \$500 will be paid to employees who hold an Associate's Degree or higher on the last paycheck of the year.

Employees will be paid a longevity bonus in their final paycheck of the fiscal year after their anniversary date in which they have completed the following periods of service. The amount will be paid in a lump sum as follows:

After 5 years of service	\$ 500
After 10 years of service	\$ 750
After 15 years of service	\$1,000
After 20 years of service	\$1,200
After 25 years of service	\$1,400
After 30 years of service	\$1,600

- B. **Annualized Pay:** All employees will be paid an equal monthly amount. Their hourly rate will be annualized for the number of hours they are hired by multiplying their hourly rate times the number of hours they are hired to work per day times the number of days

they are hired to work in a year. Their paycheck then will be issued in equal installments of the annual rate throughout the school year.

C. **Pay Option:** Employees who work less than a twelve-month schedule may elect to receive their pay checks in either ten (10) or twelve (12) monthly installments. The request for this arrangement must be submitted on or before September 15 of each year. In the initial year of this provision, this check will be the first check due the employee in September. This payment distribution cannot be cancelled during the year as long as the employee continues on the payroll.

D. **Pay days:** Pay days shall be monthly.

E. **Advances:** Advances in salary payment are permitted with approval from the superintendent or designee. In the event an employee needs an additional emergency draw due to extreme circumstances (only allowed one (1) time per year), they shall meet with the Union President. If the Union president approves the request, the Union President will notify the Superintendent and the business office of the request. Once the Superintendent signs the request, the business office will process the draw request within one (1) business day of receipt of the approved request.

F. **Payroll Deduction for Dues/Fair Share**

In addition to the payroll deductions required by law and administrative regulations, the following items will be approved by the District for payroll withholdings at the option of the individual employees.

Employee contributions/premiums for District approved insurance programs and investment and Section 125 medical insurance premiums.

Union Notices to Employees. The District shall furnish each new employee with a written notice, provided by OSEA, explaining that OSEA is the certified collective bargaining representative and furnish every new employee with a copy of the collective bargaining agreement. An OSEA representative may meet with a new employee for Thirty(30) minutes within ten (10) days of the employee's first day of employment to provide the employee with information about OSEA. The meeting shall take place during work hours and without loss of pay for the employee and the OSEA representative, if the representative is an employee. The District agrees to furnish OSEA each month with a list of all newly hired employees covered by this Agreement and any employees covered by this Agreement who terminate employment. Such list shall contain the names of the employees, along with their job classifications, work locations, home addresses, annual salary, email addresses, phone contacts, and date of hire.

Applications for Membership. All applications for OSEA membership shall be submitted by the employee to OSEA. All applications for membership received by the District shall be promptly forwarded to OSEA.

Dues Deduction. Any employee in the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by OSEA. This authorization must be in writing by submission of a membership card and forwarded to OSEA. OSEA will immediately send a copy to the District's Payroll Office. The District shall adhere to the specific provisions provided in the dues authorization. Dues deduction shall begin on the first payroll period following such authorization. Unless otherwise provided in the dues authorization, dues authorizations shall remain effective and continue from each year to the next until the employee requests cancellation of OSEA membership in writing. Written cancellations of membership shall be sent by the bargaining unit member to OSEA. OSEA will immediately send a copy of the written cancellation of membership to the District's Payroll Office. Dues deducted by the District shall be remitted, together with an itemized statement, to OSEA by the first day of the month after such deductions are made.

Membership Cancellation. Requests for cancellation of OSEA membership must be submitted in writing to OSEA. If an employee sends the District a request to cancel union membership, the District shall promptly forward the request to OSEA. Upon receipt of a request for cancellation, OSEA shall promptly notify the District's payroll office in writing of the change in membership status. The District shall immediately cease deduction of dues upon written notice of cancellation of union membership. If a notice of cancellation of membership is received after the District's monthly processing of payroll and dues are collected by the District and remitted to OSEA, OSEA will send a refund of the dues withdrawn for that month to the home address on file of the bargaining unit member.

Deduction for Voluntary Fees and Assessments. Any employee in the bargaining unit may authorize the District to deduct from his/her pay voluntary fees, assessments or contributions payable to OSEA pursuant to ORS 292.055. This authorization must be in writing by submission of a membership card and forwarded to the District's Payroll Office. The District shall adhere to the specific provisions provided in the authorization. Payroll deduction for voluntary fees, assessments or contributions shall begin on the first payroll period following such authorization. Unless otherwise provided in the authorization, the authorization shall remain effective and continue from each year to the next until the employee revokes the authorization in writing.

Indemnification. OSEA shall indemnify and hold the District harmless from and against any claims, demands, suits, losses, costs, and expenses, including but not limited to attorney fees incurred by the District as a result of action taken by the District in compliance with the terms and provisions of this Article. It is also agreed that neither any employee nor OSEA shall have any claim against the District for any deductions made or not made unless a claim of error is made in writing to the District within sixty (60) calendar days after the date such deductions were or should have been made. In the event the monthly dues or fees collected by the District are ordered to be reimbursed to an employee, OSEA shall be solely responsible for such reimbursement. Should an administrative agency or court with jurisdiction over this agreement hold this provision as

unenforceable or unlawful, the parties will immediately negotiate a substitute and the District will immediately cease deducting dues.

- G. **Overtime Compensation:** Employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off for:
1. All assigned work in excess of ten (10) hours on any scheduled workday.
  2. All assigned work in excess of 40 hours in any workweek. Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours worked per day. For the purpose of computing over- time, all hours an employee actually works, shall be credited as time worked in computing total work period hours.
  3. All overtime must be approved in advance in writing by the supervisor except in emergencies and turned in at the end of the month earned on appropriate District forms.
- H. **Shift Differential**
1. Employees working a regular shift that lasts at least four (4) hours between the hours of 3:00 p.m. and 11:00 p.m. shall be paid a shift differential of \$.35 per hours.
  2. Employees working a regular shift that lasts at least four (4) hours between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a shift differential of \$.50 per hour.
  3. Employees who are called back to work after the employee's regular shift shall be guaranteed a minimum of two (2) hours of pay. Overtime compensation is covered by subsection G, above.
- I. **Payroll Deductions:** In addition to the payroll deductions required by law and administrative regulations, the District agrees to deduct from the salary of the employee, dues for the OSEA, insurance premiums for district approved insurance programs. Payroll deductions will be promptly forwarded.
- J. **Expense Reimbursement**
1. Mileage Reimbursement - When an employee is requested by their supervisor and agrees to use their vehicle for school business, an authorized expense for mileage will be according to the Internal Revenue Service rate that was in effect during the current year. When possible, hauling and travel will be done in District-owned vehicles.
  2. Approved lodging and food expenses will be as follows, reimbursed at the GSA rate in effect at the time and in the location that the expense is incurred.:
    - a. Breakfast for travel beginning before 6:00 a.m. and extends beyond 11:00 a.m.
    - b. Lunch for travel beginning before 11:00 a.m. and extends beyond 2:00 p.m.

- c. Dinner for travel beginning before 3:00 p.m. and extends beyond 7:00 p.m. If a meal is included in the conference registration fees, provided at the meeting place, or is paid for separately, the corresponding meal allowance shall be deducted from the daily per diem allowance.
3. When the District requires an employee to stay overnight, it will arrange and pay for lodging.
4. If the employee has an overnight trip, the employee may draw expenses in advance. Receipts will be required.

**K. Tuition Reimbursement**

Upon District approval, classified employees shall be eligible for reimbursement of five quarter credits per year of the Agreement. Individuals are entitled to reimbursement for the maximum number of credits at any time during the life of the Agreement.

1. Such course work must be toward an advanced degree or program in which the classified professional is enrolled or consist of college credit courses directly related to the licensed professional's teaching assignment, or to a new subject endorsement for which the classified employee is preparing.
2. Should an employee elect to utilize tuition reimbursement and then voluntarily terminate employment within one (1) year of credit earning, the District will be reimbursed by method of payment to the district and/or deduction from final paycheck. The parties may agree to waive reimbursement.
3. Reimbursement will be at Portland State University rates in effect at the time coursework is taken.
4. All classes taken for reimbursement will be initiated during employment with the District and the life of this contract. Reimbursement will not be made for classes taken during periods involving unpaid leaves of absence for a full school year.
5. A valid receipt from the school attended must accompany the request for reimbursement. Payment will be made when proof of completion (a passing grade) of the course has been received by the District office.
6. Claims must be submitted within six months of the completion of the course.
7. Administrative approval must be obtained prior to enrolling in a course for which reimbursement may be requested. Hours will be prorated for semester courses. Denied requests may be appealed through the grievance procedure.
8. Individuals may additionally apply for reimbursement beyond the maximum of five credits per year if there are funds available and if they have obtained pre-approval.

9. The District will pay for additional credits for specific needs as approved by the Superintendent.

**L. Emergency Closures**

1. Maintenance and custodial employees will maintain their regularly scheduled working hours on days when schools are closed or opening late due to an emergency, such as inclement weather. Work schedules may be modified by the Superintendent based on maintenance and custodial needs. Notification of the work schedule will be made by the maintenance and custodial supervisors in a timely manner.
2. For non-maintenance employees, the Superintendent or his/her designee shall determine which employees are to report to work on days when schools are closed due to emergency situations.
3. Employees not required to report to work on days when schools are closed shall not receive a pay deduction for those days.
4. In the event of an emergency school closure the district may reschedule student contact make-up days. Those employees who were not required to work during days the schools were closed due an emergency, such as inclement weather, shall report for work on the student contact make-up day without compensation on the day for day basis.
5. The school calendar will serve as notice of make-up days and staff will be informed as 7 days or as soon as practicable for any additional make-up days added to the end of the school year.

## ARTICLE 5 – EMPLOYEE FRINGE BENEFITS

District Contribution: For each year of the Agreement, the district contribution will increase by the actual increase of the premium of the Kaiser 1 Medical Plan, up to a maximum of 5%. If the plan cost increases more than 5% in any of the three years of the contract, the difference will be split (up to a maximum of 10%). Any increase in the plan cost above 10% will be paid by the employee. The employee insurance chart below reflects the 2020-21 insurance benefits, which will be considered the base year for this agreement, and will be updated annually and communicated to all certified staff.

Employees newly hired by the District shall be eligible for District insurance and fringe benefits upon acceptance of written application by the insurance carriers on the first day of the month following their first regularly scheduled pay date. If an employee is terminated prior to the end of the school year, the District's payment of premiums shall cease as of the last day of the month the member is employed unless the parties agree otherwise.

For each year of the Agreement the District will contribute the following amounts towards insurance premiums based on the employee's choice for medical coverage. If an employee chooses family medical coverage, the District will pay the "Family" contribution. If an employee chooses medical coverage for themselves and one other dependent the District will pay the "Employee & Spouse" or the "Employee & Children" contribution. If the employee chooses employee only medical coverage, the District will pay the "Employee" contribution.

Employees must be .5 FTE or greater to receive the benefits of this Article\*. Less than full time employees will have benefits prorated accordingly.

20-21 Hours Per Day	Basic	One Party	Two Party	Employee & Children	Family
1 - 2.99 *	240	401	685	685	904
3 - 4.99 *	312	522	890	890	1175
5 - 6.99	418	698	1190	1190	1571
7 +	525	877	1496	1496	1974

\*Employees hired after July 1, 2002 must work four (4) hours per day to receive health insurance benefits.

The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.

- A. Opt-Out: 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 Oregon Educator Benefits Board (OEBB). Employees choosing to opt out must submit written proof that another already covers them through group insurance. Employees who meet these requirements, will receive the “Basic” contribution. The Basic contribution shall be distributed in a Section 125 Plan, Tax Sheltered Annuity, Dental and/or Vision insurance, or as a taxable cash payment.

- B. Insurance Choices: The Association shall determine the carriers and levels of coverage from the OEBB carrier options for medical and dental insurance plans available to members of the bargaining unit by notice to the District not later than June 1, to be effective the following plan year. In the event the Association does not submit this notice in a timely manner, the current available plans will continue unchanged. Any insurance approved by the bargaining unit which requires 100 percent participation by the insurance company shall be taken by all members of the bargaining unit. Minimum guarantees of coverages available shall include:

1. Four medical plans.

- a. In the event an HSA-qualified plan is made available, the following rules shall apply:
- i. The individual setup of the HSA account and the liability for its use is the responsibility of the employee. The employee will be responsible for any bank fees related to their HSA.
  - ii. The District will contribute the difference between the monthly premium for the High Deductible Health Plan and the District insurance cap, up to the maximum allowed by the IRS.
  - iii. The District will make direct pre-tax deposits into the employee’s HSA in equal installments over the remaining scheduled pay periods.

2. Three dental plans, including one orthodontia plan.

Life insurance, vision insurance and long-term disability insurance will be available at the option of the Association. Other insurance options may be made available by the District, which the employee can participate in voluntarily at the employee's expense.

- C. Retirement: The District shall “pick up”, assume and pay the employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System (PERS). Such pick up or payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The amount of required employee contributions picked up or paid by the District on behalf of employees pursuant to this Agreement shall be considered as “salary” under state law for the purpose of computing an employee member’s “final average salary” but shall be not considered as “salary” for the purpose of determining the amount of employee contributions required to be contributed under state law. Such picked up or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 and shall be considered to be employee contributions under state law.



1. Employees may draw their PERS retirement and continue to work for the district as long as they follow the PERS guidelines. Employees will keep their seniority and pay rate. Employees in Tiers 1 & 2 will use their sick leave for the PERS calculation. OPSRP members will retain their sick leave.

## **ARTICLE 6 – SENIORITY/LAYOFF/RECALL**

- A. Seniority: Seniority shall be defined as the total length of regular service as a classified employee within the District. For accounting purposes, all paid leave shall be computed as time worked. Unpaid leaves of absence of thirty (30) days or less will not break seniority but will not add to such seniority. Resignations and terminations will break seniority. Employees who are laid off and subsequently reinstated in accordance with the Layoff and Recall provisions shall retain cumulative seniority for all periods worked except for the period of layoff.
- B. Layoff
1. Layoff is a reduction of a total of one (1) hour or more in an employee's regular daily work schedule during the life of the contract. Within any school year, fringe benefits will not be reduced if reduction in time is less than one (1) hour.
  2. When in the judgment of the District it becomes necessary to reduce, through layoff, the number of employees employed, it shall first determine the positions to be retained.
  3. Determination of order of layoff will be made within a job classification according to seniority as long as qualifications (special job requirements and training) are equal.
  4. A laid off employee who previously worked in a different classification for the District (since the most recent date of hire) may "bump" an employee in that other classification as long as the laid off employee has greater seniority than the person to be "bumped" and has qualifications for the position. No employee shall be allowed to "bump" up or realize an increase in hourly wage at the expense of a laid off employee.
  5. The District agrees that an employee whose position is being eliminated is entitled to notification of at least two weeks before a reduction in force.
  6. Any employee whose position has been eliminated during the District's initial planning for the following academic year, shall be so notified, in writing, by May 30. All employees whose positions are planned for continuation shall likewise be so notified, in writing, by May 30.

C. Recall

1. In the event that a vacancy arises after a layoff has occurred, which the District intends to fill, employees will be recalled by classification in the reverse order of layoff. An employee who is laid off will remain on the laid-off list and be eligible for recall for twenty-seven (27) months. The District shall notify a laid-off employee of a position opening by electronic mail at his/her personal email address on record as maintained in the employee's personnel file. It is the former employee's responsibility to ensure all contact information is accurate.
2. It shall be the employee's responsibility to ensure that his/her current address is on file at the time layoffs occur. Notification of any change of address following the day of layoff shall be in writing with confirmation of receipt to the District Office. The laid-off employee shall personally notify the superintendent or his designee within seven (7) days or send, by certified mail, a letter of intent, postmarked no later than seven (7) calendar days from the date of receipt of such notification, indicating his/her acceptance or rejection of the position and have an additional fourteen (14) days there from in which to begin active employment.
3. If the former employee cannot be reached at his/her address of record, fails to respond within the allotted time, or if he/she rejects any position offered to him/her, he/she shall forfeit all re-employment rights. If an employee can show that the failure to respond in a timely manner was due to circumstances beyond his/her control, the employee could remain on the recall list with OSEA and district approval.
4. A laid-off employee may reject a job opening of less hours and/or days without forfeiting re-employment rights.
5. Employees who wish to waive recall rights may do so by written notification to the District.
6. Employees returning from layoff shall have previously accrued sick leave and seniority reinstated but shall not receive benefits for the period of the layoff.

## ARTICLE 7 – JOB POSTINGS/TRANSFERS

### A. Job Postings and Transfers

1. Whenever a vacancy occurs in a position, which the administration intends to fill, the administration shall email a notice of the vacancy to all district staff and shall remain an internal posting for a period of not less than five (5) working days. Qualified in-house employees will be given the opportunity to apply and if hired fill the position under probationary status for ninety (90) working days.

In the event additional hours are made available and such hours are not student or time specific, the hours will be posted as a vacancy subject to bidding by current members. Such hours will be awarded to the most senior qualified employee. This shall not be construed to read that employees shall be placed in a position that would result in overtime.

2. Current employees of the District may bid for such postings by making written application on the form provided by the District. In the event that the District judges the job-related qualifications of an outside applicant to be equal to those of a current employee, preference shall be given to the current employee.
3. In the event that the District judges that job-related qualifications of two or more current employees to be equal, preference shall be given to the employee with the greatest District seniority.
4. All requests for transfers between buildings and/or positions must be made in writing with the District Office. Such request will be considered before any transfer decision is made by administrative staff.
5. If a regular employee changes job classifications, that employee will serve a ninety (90) working day trial period; however, the employee will remain eligible for all fringe benefits the same as a permanent employee. The District shall have the right to return the employee to his/her prior classification within ninety (90) working days. The employee may decide within the first ninety (90) working days after the change of job classification, to return to his/her former position without loss of pay or benefits for the former position.

## **ARTICLE 8 – PERSONNEL RECORDS**

### **A. Personnel Records**

1. The personnel records of each employee in the bargaining unit shall be maintained in the District Office. No evaluation, complaint, or written record of disciplinary action shall be placed in the file until the employee has had the opportunity to review such materials and the opportunity to affix his/her signature to the copy filed. Such signature in no way indicates agreement with the contents thereof. In the event the employee refuses to sign or initial such documents, a witnesses' signature shall be deemed valid. The employee may respond to any item placed in such personnel file and said response shall become part of said file, within 30 calendar days.
2. Employee's personnel records shall be available for inspection upon the employee's request during normal office hours. There shall be a district representative present while an employee reviews their personnel records and shall be done in the district office. An employee may request that letters of warning, reprimand, etc., excluding evaluations, be removed from the employee's file after three (3) years, provided that no subsequent such entries have been made in the file. Such request shall be submitted to the Superintendent for action. If the Superintendent denies the request the employee shall have the option to appeal that decision to the Board. The Board's decision on such requests will be final and binding.
3. Material placed in the personnel record of an employee without conformity with the provisions of this Agreement will not be used by the District in any subsequent evaluation or disciplinary procedure involving the employee.
4. All employees shall be given a written evaluation report annually. The information in the evaluation shall be reviewed with the employee in a personal conference with the supervisor making the evaluation.
5. Employee evaluations may be appealed through the grievance procedure contained in this Agreement to the Superintendent only, whose decision shall be final and binding. No such appeal may be made to arbitration through the grievance procedure in this contract or by unfair labor practice complaint.

## **ARTICLE 9 – PROBATIONARY PERIOD**

All new employees to the District shall serve a 180 working day probationary period before becoming a regular employee. The probationary period will start with the first regular day worked and will end in 180 working days. Two written reviews must be completed by their supervisor by day 90 and day 135, otherwise the employee is considered a regular employee.

## ARTICLE 10 – HOLIDAYS/VACATIONS

### A. Holidays

1. When these days fall within the work schedule, employees will be paid for the following holidays:

- |                                 |                              |
|---------------------------------|------------------------------|
| • Labor Day                     | • New Year's Day             |
| • Veterans Day                  | • Martin Luther King Jr. Day |
| • Thanksgiving Day              | • Memorial Day               |
| • The Friday after Thanksgiving | • Fourth of July             |
| • Christmas Day                 | •                            |

Holiday pay shall be based upon and prorated upon the employee's pay rate and the number of hours worked during a regular workweek for which that employee is normally scheduled. To qualify for holiday pay, the employee must be actively at work and work the schedule workday the day before and the day after the holiday or be on an authorized absence approved by the supervisor.

2. Employees required to work on a designated paid holiday will be paid time and one-half for all hours worked in addition to their regular pay.

A holiday, which falls on a weekend, shall be adjusted as required by ORS 187.010 (2).

### B. Vacation Pay

1. Twelve-month employees shall receive two (2) weeks' paid vacation after one full fiscal year of work. After five (5) years of continuous employment, one vacation day will be added for each year, to a maximum accrual of 20 days vacation per year. Vacation hours may be accumulated for a total of 30 days before the employee will be required to take the vacation or lose hours earned. New employee's vacation shall be prorated to June 30 of the school year employed. Vacation time shall be prorated for those employees who become eligible for paid vacation due to extra duty.
2. Less than twelve (12) month employees hired after July 1, 2002 will not be eligible for vacation bonus pay. Less than twelve (12) month employees hired before July 1, 2002 will have their vacation frozen at the number of days they received for the fiscal year 2001-2002.
3. Vacations will be scheduled by the employee through the immediate supervisor. In cases of conflicts between two or more requests, the immediate supervisor will utilize seniority for resolution of such conflicts. The District retains the right to restrict the number of people out on vacation at any one time and further retains the right to restrict the timing and length of vacation scheduling.

## ARTICLE 11 – LEAVES

### A. Sick Leave

#### 1. Annual Sick Leave

- a. Pursuant to ORS 332.507, ten (10) days with full pay or one day per month employed, whichever is greater, will be granted to each classified employee in the bargaining unit each year for absence or medical appointments, personal illness or injury. Sick leave shall be computed for the annual period of the fiscal year beginning July 1 and ending June 30. Sick leave for any classified employee, which is not used in any one fiscal year, shall accumulate without limit.
- b. Less than full-time employees shall have their sick leave prorated. For example, an employee who works 4 hours a day will be granted the equivalent of 5 days of sick leave or 40 hours per year.
- c. Sick leave may be used for personal/family illness/injury, pregnancy or family medical leave as defined in the State and Federal Family Medical Leave Acts (OFLA and FMLA). Sick leave may apply for:
  - i. Leave to care for a family member; or
  - ii. Leave for the Employee's serious health condition; or
  - iii. Leave for the birth, adoption, or placement of a foster child; or
  - iv. On the job injury compensable under worker's compensation if the injury is a serious health condition.

The District will, upon notice of an employee taking OFLA/FMLA leave, provide the employee with a detailed notice of his or her legal rights and responsibilities.

- d. Employees shall notify their administrator/ supervisor promptly at the onset of illness.
- e. The District may require certification by the employee's attending physician or state licensed practitioner that illness or injury prevents the employee from working after they have missed in excess of five (5) consecutive workdays.

### B. Sick Leave Bank

A sick leave bank may be established by the Association for the purpose of providing additional sick leave benefits to classified employees who have a serious illness or injury and who have exhausted their accumulated sick leave. The number of days in the bank shall be made up of individual employee donations. Management of the procedures for maintaining the sick leave bank and for granting the use of donated days shall be the sole responsibility of the Association.



The Association will provide timely notice to the district of approved sick bank donation and usage. The Association will provide the District with a list of employees donating one day in November and February to be subtracted from their available sick time. The notification will include how many hours have been granted to the approved employee receiving donated sick leave.

1. No employee can donate more than two days per year.

C. Workers' Compensation

1. Employees are insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the employer. An employee injured on the job must file a report with the District office. The day of injury shall be considered a workday, and the employee shall receive his normal salary for that day.
2. Sick leave used in conjunction with Workers' Compensation may be prorated in relation to funds received from such insurance. Use of sick leave in this manner shall be at the option of the employee and is subject to the employee's accumulation of sick leave. Employees may use vacation leave in the same manner.
3. The District shall pay insurance in accordance with ORS 743.530

D. Professional Leave: The Superintendent may authorize absence for professional purposes with full pay in the following instances: any classes, workshops, demonstrations, etc., directly connected to the job being performed.

E. Personal Leave: Two (2) days of personal leave shall be granted to each member of the bargaining unit each year of the Agreement. The use of personal leave must be approved by the administrator based on business necessity such as personnel situations. Personal leave may be used for personal reasons to include extending a vacation or holiday period. Requests for personal leave must be made at least 48 hours in advance, except in the case of an emergency.

Unused personal leave will be credited to the member's sick leave account at the end of the fiscal year.

F. Short-Term Leave Without Pay: Requests for short-term leave without pay (up to 5 days) should be submitted to the employee's supervisor via Talented or other District preference. Requests will be reviewed by the supervisor and forward to the Superintendent for final approval. The leave request will be considered using mutually agreed-upon criteria. All requests must include the specific reason for the leave and must be received by the supervisor at least one week prior to requested date(s). Short-term leaves without pay can be requested once all sick and personal leaves have been exhausted.

- G. Death in Family: Leave with pay for a reasonable period of time (not to exceed five (5) days per incident) shall be granted in the event of the death of spouse, son, daughter, parent, brother, sister, grandparent, grandchild, aunt, uncle, father, mother, son, daughter, aunt or uncle, stepchild, step parent, in-law, or member of the immediate household. In the event of a funeral for a relative or extended family not listed above the employee shall be authorized to take one (1) day with pay and one (1) day without pay.
- H. Emergency Leave: Leave (not to exceed five (5) days per incident) with pay for a serious emergency which is not covered by any other paid leave. An example of a serious emergency is a house fire or other damage to an employee's personal residence, which requires time off to find temporary housing.
- I. Family Medical Leave: Leave granted under this section shall be in accordance with the Federal and State laws relating to Family Medical Leave. Employees may use available paid leave days for Family and Medical Leave purposes. The District retains the right to request those employees with available paid leaves days to use such days during the Family and Medical leave. The District also retains the right to require that the paid leaves run concurrently. The employee is responsible for contacting the Personnel Director to complete the FMLA and/or OFLA application process for any absences of five (5) consecutive days or more.
- J. Jury Duty
1. If an employee is asked to appear for jury duty for a case in court, the Superintendent shall authorize such absence without loss of pay, provided that:
    - a. A copy of the jury duty notice must be filed with the District Clerk.
    - b. The fee received for jury duty shall be deducted from the employee's pay. Mileage and meal reimbursement from the court shall be retained by the employee.
    - c. If the employee is excused by noon from jury duty, employee shall return to their building and report to the principal/supervisor for services required.
    - d. In the event such employee is a swing shift employee, time of return to work shall be determined on a case-by-case basis by the supervisor.
    - e. Employees may secure support from the District Office in seeking relief from jury duty when it interferes seriously with professional obligations to the work assignment.
- K. Court Appearance
1. If an employee is subpoenaed to appear as a witness for a case in court which is related to District business, the Superintendent shall authorize such absence without loss of pay, provided that:
    - a. If employee receives a fee for appearance in court, the fee will be deducted from employee's pay.
    - b. A copy of the subpoena must be filed with the District Clerk.

c.If the employee is excused by noon from court appearance, employee shall return to their building and report to the principal/ supervisor for services required.

## ARTICLE 12 – GENERAL CONDITIONS

- A. Equipment: Employees shall not be obligated to furnish any equipment to perform his or her duties and are encouraged to make equipment purchasing recommendations to the District. The District shall furnish tools and appropriate PPE for all employees as determined to be needed by the supervisor. Employees shall not be liable for accidental loss or damage to the District's equipment or property.
- B. Maintenance Vehicle: The District will make available to maintenance employees for the purpose of District business, a designated maintenance vehicle(s).
- C. Higher Class Pay: An employee will have the first opportunity to be assigned by the District to replace an absent employee in a higher classification so long as the employee is qualified and is pre-arranged. The employee will be entitled to the rate of pay for the higher classification. After completing their temporary assignment, the employee shall return to their previous classification and salary. The Association will provide the District administration with a list of designated employees whom shall be assigned first.
- D. Employee Breaks and lunch: Employees will receive breaks in accordance with BOLI law up to 15 minutes when practicable. Duty-free lunch will be provided in accordance with BOLI.

### **ARTICLE 13 – EMPLOYEE DISCIPLINE**

- A. No regular employee shall be disciplined without just cause.
- B. Discipline may include, but is not to be limited to, oral or written reprimands, suspension, demotion and discharge. All disciplinary action imposed upon an employee, except oral reprimands given privately, may be protested as a grievance through the regular grievance procedure set forth in this Agreement.
- C. If the District determines there is just cause for discharge, the District shall deliver to the employee and the union a written notice of the discharge and specify the principal grounds for such action. The discharge of any employee may be appealed through the grievance procedure set forth in this Agreement.
- D. This Article shall not apply to any employee on initial probation; and, no issue of discipline of probationary employees may be appealed through the grievance procedure set forth in this Agreement.
- E. An employee being disciplined or discharged in accordance with this Article shall have the right to Association representation at any or all meetings.

## ARTICLE 14 – RIGHTS OF THE UNION

### A. General Rights

The Union President, or any other Union official authorized by the Union, may designate one person per building as representatives of the Union in any matters pertaining to collective bargaining and labor relations.

The District agrees that for the life of this Agreement, it shall not contract out any bargaining unit work except to the extent that specialized contractors may be utilized to perform work requiring state or federal licensure for which no bargaining unit employee possesses.

### B. Release Time

1. Subject to the provisions contained in paragraphs H, I, and J of Section II, of the grievance procedure in Article 14 of this Agreement, whenever an employee is authorized to represent an employee in the grievance procedure, the representative will be released from duty for that purpose. Such release time will be considered time worked.
2. Once each year, three (3) employees designated by the Association will be released from duty for a period not to exceed three (3) days for the purpose of attending the Association's annual convention. Upon the approval of their immediate supervisor, employees may use sick days, which they have accrued during their employment in the District, vacation for twelve-month employees when school is not in session, or unpaid leave.
3. If negotiations for a successor Agreement occur during an employee's regular scheduled work time, such employee shall be entitled to attend those negotiations but such time shall not count as work time. However, the employee shall schedule on the next available day make-up for the work time missed. Make-up time shall not be subject to any overtime claims by the affected employee.
4. Flex time will be granted to employees working after 3 P.M to attend union meetings, provided they make arrangements in advance of the meeting to reschedule their missed work time within the same week, as mutually agreed with their supervisor. Not to exceed two hours or an extra expense to the District.

### C. Use of Facilities

The Union has the right to the reasonable use of the facilities and equipment of the District for the preparation of negotiating materials, postings, and the dissemination of Union information to the membership. The Union will pay the reasonable cost of any material used for these purposes. Any use provided in this Article will be arranged in advance with the appropriate District authority and will not interfere with the operations of the District.

### D. Bulletin Boards

The District shall make a reasonable amount of space available to the Union on a bulletin board in each building clearly marked for the exclusive use of the Union.

- E. The Association will be provided designated time to meet with employees during inservice not to exceed 60 minutes.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

### **Section I – Objective**

The District and the Association recognize the need to provide for the orderly resolution of any grievance arising out of an alleged violation of a provision of this agreement, or misinterpretation of school district policies or administrative rules and regulations.

### **Section II - Definitions**

- A. "Grievance" shall mean a complaint by an employee or group of employees that there has been to him/her or them a violation or inequitable application of any provision of this agreement. Any grievance alleging inequitable treatment shall be processed through Level III: School Board.
- B. "Grievant" is the person or persons who has/have the grievance and is/are presenting the complaint.
- C. "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- D. "Consultant" is the one who advises either party in interest.
- E. "Representative" is the one who may speak for and/or advise a party in interest.
- F. "Immediate Supervisor" is the one who has direct administrative responsibilities over the grievant in the areas of grievance as stated by the Board. At times when the grievance is in direct response to the Superintendent's action, the grievance shall be processed at the Superintendent level, implementing the timelines of the informal and formal process as described in Level I.
- G. "Days" when used in this article shall, except where otherwise indicated, means the grievant's working days, except when grievances occur during the summer and "days" shall mean the District business days.
- H. "Association" is any organization representing the classified personnel which has been elected by a majority vote of the respective employees.

### **Section III - General Procedures**

- A. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. Time limits will not be extended except by mutual agreement of the parties involved at any level of the procedures.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make an effort to shorten the number of days provided at the various steps in



order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.

- C. All parties in interest have a right to consultants or Association representatives of their own choosing at each level of these grievance procedures.
- D. There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use these procedures for resolution of grievance.
- E. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- F. All documents, communications and records of a grievance will be filed in the school district office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file(s).
- G. Forms for processing grievance shall be prepared by the Superintendent or his designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- H. If any member of an Association's grievance committee is a party in interest to any grievance, he/she should not serve as the Association's representative in the processing of such grievance.
- I. An effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure. In the course of investigating any grievance, representatives of either party in interest who need to contact a student during school hours will follow District policy regarding such involvement.
- J. An effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
- K. All parties in interest will process grievance after the regular workday or at other times which do not interfere with assigned duties.
- L. Each grievance shall have to be initiated within fifteen days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, then he/she must initiate action within 15 days following first knowledge or when the grievance should have known of the cause. In failing to thus initiate action, he/she may be considered to have waived the right to pursue his/her grievance.

#### **Section IV - Levels of Grievance**

## **Level I: Informal and Formal Grievance Level**

### **Informal**

The grievant will first discuss his/her grievance with the principal or immediate supervisor, either individually or through the school grievance representative or accompanied by a representative, with the objective of resolving the matter informally. The grievant must initiate the informal step within fifteen (15) days following an act or condition which is the basis of the complaint, or within fifteen (15) days of first knowledge of such act or condition. The supervisor will render a decision within seven working days of the informal meeting.

### **Formal**

If the grievant is not satisfied with the disposition of his grievance, the grievant may file a written grievance with his immediate supervisor (who has administrative authority to act) within seven working days following the receipt of the supervisor's disposition at the informal level, or if no disposition is received, within seven working days following the informal meeting with the supervisor. This complaint shall set forth the grounds upon which the complaint is based, the article of the contract that has allegedly been violated, and the reasons why the grievant considers the decision rendered is unacceptable. The immediate supervisor shall communicate his/her decision in writing to the grievant within seven working days of receipt of the written grievance.

If the grievant is not satisfied with the decision of the immediate supervisor, he/she may file a written appeal with the Superintendent within seven days from the receipt of the immediate supervisor's decision. The appeal shall state the grievant's reasons for appealing the decision of the immediate supervisor, the original grievance form, and the request to appeal to Level II.

## **Level II: Appeal to Superintendent**

Appeals to the Superintendent or his representative shall be heard by the Superintendent or his representative within seven working days of receipt of the appeal. Written notice of the time and place of the hearing shall be given five days prior thereto to the grievant, or his/her representative.

Attendance at the hearing of the appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

Within seven working days of hearing the appeal, the Superintendent or his representative shall communicate to the grievant and all other parties officially present at the hearing his written decision, which shall include supporting reasons therefore.

If the grievant is not satisfied with the decision of the Superintendent, he may file a written appeal with the Superintendent within seven days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level III.

## **Level III: Appeal to the Board of Directors**

Within 15 working days of receipt of the appeal, the Board of Directors will notify all official parties of a hearing to be held at the next regularly scheduled Board meeting that is at least seven days from the date of appeal, or a special meeting called by the Board within seven days from the date of appeal. The Board of Directors shall hear arguments of the grievant and the Superintendent. At the request of the grievant, the hearing before the Board shall be a public hearing.

Within seven days following the hearing, the Board of Directors shall render a decision in writing to all official parties.

Any step in the grievance process may be waived by mutual agreement.

#### **Level IV - Arbitration**

If the grievant is not satisfied with the disposition of the grievance at Level III, the Association may, by written notice to the Superintendent within fifteen days, submit the grievance to binding arbitration. The arbitration will be conducted in accordance with the Employment Relations Board (ERB) arbitrator's rules.

After the Union has indicated its desire to take a grievance to arbitration, the Union shall request the Employment Relations Board to submit a list of the names of five (5) arbitrators to the parties. The parties shall select an arbitrator from the list by such method as they may jointly elect, or if they are unable to agree upon such method, then the method of alternative striking of names shall be by lot. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, add to or detract from the terms of the Agreement. That decision shall be within the scope and terms of the Agreement and in writing. The arbitrator's remedy shall be limited in retroactivity to a period not exceeding ninety (90) calendar days prior to the date of filing of the formal written grievance.

The arbitrator's fee and expenses shall be shared equally between the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

The arbitrator so selected shall confer with the representative of the Association and the Superintendent and hold hearings promptly, and shall issue his decision. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding upon all parties.

## FLOW CHART FOR RAINIER SCHOOL DISTRICT NO. 13 GRIEVANCE PROCEDURES

ACTION	RESPONSE
<b>Level I – Informal and Formal Grievance Level</b>	
<b>Informal</b>	
Grievant talks with Supervisor within 15 days Or Superintendent when processing at Level II	Decision within 7 working days
<b>Formal</b>	
If unsatisfactory decision given, or no decision is rendered, then Grievant files within 7 days from Informal Decision	Decision within 7 working days
<b>Level II – Appeal to Superintendent</b>	
Grievant files appeal within 7 days of Level I Formal. Decision with Superintendent	Hearing within 7 working days Decision with 7 working days
<b>Level III – Appeal to School Board</b>	
Grievant files appeal within 7 days of Level II Decision with School Board	Hearing at next regular Board Meeting Decision within 7 days
<b>Level IV – Arbitration</b>	
Association files notice with Superintendent within 15 days to submit to binding arbitration	Arbitrator selected within 15 days, hearing held “promptly”

### *Level IV - Arbitration*

If the grievant is not satisfied with the disposition of the grievance at Level III, the Association may, by written notice to the Superintendent within fifteen days, submit the grievance to binding arbitration. The arbitration will be conducted in accordance with the Employment Relations Board (ERB) arbitrator's rules.

## **ARTICLE 16 – STRIKES/LOCKOUTS**

- A. The Union and its bargaining unit members will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, 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 labor dispute arising during the period of this Agreement.

## **ARTICLE 17 – LABOR/MANAGEMENT COMMITTEE**

The committee will consist of three (3) OSEA members and three (3) administrators. Normal meeting times would be monthly from September through June. The committee will meet by September 15 of each year.

The committee will establish its own operating ground rules. It will meet during the workday. It is not the purpose that the committee will solve grievances or interpret the contract. The purpose of the committee is to deal with issues larger than one person.

No solution reached by the Labor/Management Committee can violate this Agreement or District policy unless both the District and the Union approve.


## ARTICLE 18

### EXECUTION/SIGNATURES

Executed this 28<sup>th</sup> day of June, 2021, at Rainier, Oregon, by the undersigned officers by the authority of, and on behalf of Rainier Chapter #89 of the Oregon School Employees Association and the Rainier School District No. 13.

OSEA CHAPTER #89 - RAINIER

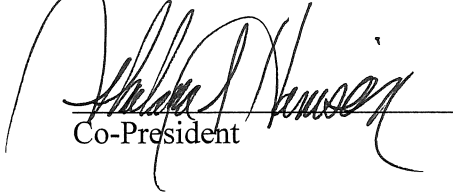
RAINIER SCHOOL DISTRICT #13



Co-President



Board Chairman



Co-President



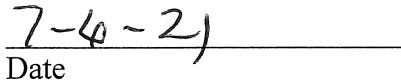
Date



Date



OSEA Field Representative



Date

## APPENDIX A – WAGE SCHEDULE 2021-2022

2021-22 - Remove bottom 2 steps, add 1 step, w/4%COLA								
Salary Schedule	[Step 1]	[Step 2]	[Step 3]	[Step 4]	[Step 5]	[Step 6]	[Step 7]	[Step 8]
[Instructional Assistant]	14.15	14.67	15.20	15.76	16.33	16.91	17.52	18.16
[Library Coordinator]	14.56	15.09	15.65	16.21	16.81	17.41	18.03	18.69
[Cook I]	15.57	16.13	16.72	17.33	17.95	18.61	19.27	19.97
[Cook II]	13.88	14.39	14.91	15.45	16.02	16.60	17.20	17.83
[Cook III]	13.40	13.89	14.39	14.91	15.45	16.02	16.60	17.20
[Maintenance]	21.54	22.32	23.13	23.96	24.84	25.74	26.67	27.63
[Computer Technician]	18.88	19.55	20.26	21.00	21.76	22.56	23.37	24.22
[YTP Transition Specialist]	17.00	17.62	18.26	18.93	19.61	20.32	21.06	21.82
[Secretary I]	17.28	17.91	18.55	19.23	19.93	20.65	21.39	22.17
[Speech Pathology Asst]	21.73	22.52	23.34	24.19	25.06	25.97	26.91	27.88
[Bookkeeper]	18.67	19.34	20.05	20.77	21.53	22.31	23.12	23.96
[Custodian]	16.53	17.13	17.74	18.40	19.06	19.76	20.47	21.21
[Preschool Instructor]	22.59	23.40	24.25	25.13	26.04	26.99	27.97	28.98
[Preschool Teacher Asst]	16.56	17.16	17.78	18.43	19.09	19.79	20.51	21.25
[Wellness/Behavior Coach]	16.56	17.16	17.78	18.43	19.09	19.79	20.51	21.25
[Support Staff]	12.75	13.21	13.69	14.18	14.69	15.22	15.77	16.34



### WAGE SCHEDULE 2022-2023

2022-23 - 3% COLA								
Salary Schedule	[Step 1]	[Step 2]	[Step 3]	[Step 4]	[Step 5]	[Step 6]	[Step 7]	[Step 8]
[Instructional Assistant]	14.58	15.11	15.66	16.23	16.82	17.42	18.05	18.70
[Library Coordinator]	15.00	15.54	16.12	16.70	17.31	17.93	18.57	19.25
[Cook I]	16.04	16.61	17.22	17.85	18.49	19.16	19.85	20.57
[Cook II]	14.30	14.83	15.36	15.92	16.50	17.10	17.72	18.36
[Cook III]	13.80	14.31	14.82	15.36	15.91	16.50	17.10	17.72
[Maintenance]	22.18	22.99	23.82	24.68	25.58	26.51	27.47	28.46
[Computer Technician]	19.44	20.14	20.87	21.63	22.41	23.23	24.07	24.94
[YTP Transition Specialist]	17.51	18.15	18.81	19.50	20.20	20.93	21.69	22.48
[Secretary I]	17.80	18.45	19.11	19.81	20.52	21.27	22.03	22.83
[Speech Pathology Asst]	22.38	23.20	24.04	24.91	25.81	26.75	27.71	28.72
[Bookkeeper]	19.23	19.92	20.65	21.39	22.17	22.98	23.81	24.68
[Custodian]	17.02	17.64	18.27	18.95	19.64	20.35	21.08	21.85
[Preschool Instructor]	23.27	24.10	24.98	25.88	26.82	27.80	28.80	29.85
[Preschool Teacher Asst]	17.05	17.67	18.32	18.98	19.67	20.38	21.12	21.89
[Wellness/Behavior Coach]	17.05	17.67	18.32	18.98	19.67	20.38	21.12	21.89
[Support Staff] *	13.50	13.99	14.49	15.01	15.55	16.11	16.69	17.29
* Step one will be equal to the Oregon Standard minimum wage for that time period. Each step thereafter will increase by 3.6%								

## WAGE SCHEDULE 2023-2024

2023-24 - 2% COLA								
Salary Schedule	[Step 1]	[Step 2]	[Step 3]	[Step 4]	[Step 5]	[Step 6]	[Step 7]	[Step 8]
[Instructional Assistant]	14.87	15.41	15.97	16.55	17.16	17.77	18.41	19.07
[Library Coordinator]	15.30	15.85	16.44	17.03	17.66	18.29	18.94	19.64
[Cook I]	16.36	16.94	17.56	18.21	18.86	19.54	20.25	20.98
[Cook II]	14.59	15.13	15.67	16.24	16.83	17.44	18.07	18.73
[Cook III]	14.08	14.60	15.12	15.67	16.23	16.83	17.44	18.07
[Maintenance]	22.62	23.45	24.30	25.17	26.09	27.04	28.02	29.03
[Computer Technician]	19.83	20.54	21.29	22.06	22.86	23.69	24.55	25.44
[YTP Transition Specialist]	17.86	18.51	19.19	19.89	20.60	21.35	22.12	22.93
[Secretary I]	18.16	18.82	19.49	20.21	20.93	21.70	22.47	23.29
[Speech Pathology Asst]	22.83	23.66	24.52	25.41	26.33	27.29	28.26	29.29
[Bookkeeper]	19.61	20.32	21.06	21.82	22.61	23.44	24.29	25.17
[Custodian]	17.36	17.99	18.64	19.33	20.03	20.76	21.50	22.29
[Preschool Instructor]	23.74	24.58	25.48	26.40	27.36	28.36	29.38	30.45
[Preschool Teacher Asst]	17.39	18.02	18.69	19.36	20.06	20.79	21.54	22.33
[Wellness/Behavior Coach]	17.39	18.02	18.69	19.36	20.06	20.79	21.54	22.33
[Support Staff] *	13.77	14.27	14.78	15.31	15.86	16.43	17.03	17.64
* Step one will be equal to the Oregon Standard minimum wage for that time period. Each step thereafter will increase by 3.6%								

## **APPENDIX B – DEFINITIONS**

**Student Employees:** Student employees are students of the Rainier School District and NCA are hired to not work more than 4 hours per day and not over 20 hours per week. Student employees will not fill regular employee positions.

**Summer Help:** Summer help shall be hired to work from June 1<sup>st</sup> to September 15<sup>th</sup>. These employees may be hired from regular employees to fill summer positions in a different classification from normal employment.