

COLLECTIVE BARGAINING AGREEMENT

~~2018-2023~~-**2026**

between

**ASSOCIATION OF SALEM-KEIZER
EDUCATION SUPPORT PROFESSIONALS**

And

SALEM-KEIZER SCHOOL DISTRICT 24J



****Amended and updated in 2021 to reflect HB 2016 Legislation. This language is italicized.**

*****New language from the 2018 bargaining session remains in bold, as well as language from the 2021-reopener session.**

ARTICLE 8 HOLIDAYS COMPENSATION

A. Twelve (12) Month Employees

1. A twelve (12) month employee shall receive the holidays without loss of pay, as set forth in this section, provided that the employee is on the active payroll and works on the last regular District workday prior to and the first regular District workday after the occurrence of the holiday or be on a paid leave on such days.
 - a. Independence Day
 - b. Labor Day
 - c. Veterans' Day
 - d. Thanksgiving Day
 - e. Day following Thanksgiving
 - f. Christmas Eve
 - g. Christmas Day
 - h. New Year's Day
 - i. Memorial Day
 - j. Martin Luther King Day
 - j. Juneteenth

B. Less Than Twelve (12) Month Employees

1. A less than twelve (12) month employee shall receive, without loss of pay, the following holidays which occur during their assigned work year, provided that the employee is on the active payroll and works on their last regular assigned workday prior to and their first regular assigned workday after the occurrence of the holiday or be on a paid leave on such days.
 - a. Independence Day
 - b. Labor Day (in order to receive holiday pay the employee must work on at least one day during the week before Labor Day and must work the first regular assigned workday after Labor Day. Bus driver's attendance at and completion of in-service training prior to the start of the school year and work the first regularly scheduled work day after Labor Day shall qualify them for the Labor Day holiday pay.)
 - c. Veterans' Day
 - d. Thanksgiving Day
 - e. Day following Thanksgiving
 - f. Christmas Eve
 - g. Christmas Day
 - h. New Year's Day
 - i. Memorial Day
 - j. Martin Luther King Jr. Day
 - k. Juneteenth

C. Holiday Compensation

1. An employee's holiday pay shall be the equivalent of their regular day of work for the District.
2. If an employee is required to work on an observed holiday, he they shall receive the

overtime rate for all hours worked in addition to ~~his~~ their regular holiday pay.

3. If any of the above-listed holidays fall on a Saturday, it shall be ~~celebrated~~ observed on Friday, and if it falls on a Sunday, it shall be ~~celebrated~~ observed on Monday.

ARTICLE 10 LEAVE OF ABSENCE WITH PAY

A. Sick Leave With Pay

1. All employees shall accrue sick leave ~~as an insurance against the impact of personal~~ in accordance with the provisions of Oregon's School Employee Sick Leave Law (ORS 332.507) and the Oregon Paid Sick Pay Law (ORS 653.601-653-661) related to their and/or their family's illness or injury. ~~as provided in ORS 332.507.~~
4. Full-time twelve (12) month employees shall accrue twelve (12) days each fiscal year, and employees who serve for a fraction of the fiscal year and/or a fraction of the regular workday shall accrue sick leave benefits on a prorata basis. Computations shall be based on a single workday reporting schedule and the number of days reporting. In no event will sick leave be available for a day that would not otherwise have been a regular workday. Each employee shall be furnished a statement each payday showing the number of hours of accumulated unused sick leave available. Unused sick leave shall accumulate to an unlimited total.
2. An employee whose term of illness extends through June 30th of any given fiscal year, and at that time has not used up all accumulated- paid sick leave accruals shall be able to continue to use their sick leave accruals ~~receive paychecks against prior years' accumulated sick leave at the beginning of the next fiscal year.~~ However, in these cases, such an employee's sick leave account shall not be credited for additional hours in the new fiscal year until they has have returned to work. An employee with an illness covered by accumulated sick leave benefits shall be subject to disciplinary action, if other unauthorized employment is undertaken while ~~off the job~~ the employee is absent.
3. ~~An employee shall not consider sick leave as a right which allows absence at any time for other than the reasons set forth in this article.~~ Sick leave is a right of an employee when used in accordance with this article and sick leave statutes. The District may require medical C certification of one shall not usually be required unless the employee is absent in excess of ten (10) as a condition of allowance of sick leave if it appears that an employee may be abusing sick leave privileges, or when an employee is absent in excess of ten (10) consecutive work days.
4. ~~(unless the employee's absence is qualified leave~~ if the employee's absence may qualify under Family Medical Leave Act/Oregon Family Leave Act state and/or federal leave laws rules, then the employee will provide a doctor's medical certification along with the application no later than three (3) days following the start of the leave.) The District shall provide written notice of the reason(s) for requiring the physician certification upon request by the employee.
5. If the medical evidence certification indicates an employee can return to their duties, they shall return, or in continued absence ~~be terminated~~ may be disciplined up to and including dismissal.
- 3-6. Sick leave shall not be considered available as terminal leave, either in time or in dollars, except as reported to the Public Employees Retirement System upon retirement.
7. Sick leave shall be utilized for personal or family members medical, dental, and optical appointments on an hour for hour basis. Sick leave may be utilized for absence due to personal or family physical and/or mental illness, injury or any disabling condition

including pregnancy as verified by a physician healthcare provider.

~~4.8. Qualifying family members under this Article, Section A.1 include: Spouse, domestic partner, child (including adopted, stepchild, foster child), domestic partner's child, parent, parent-in-law, domestic partner's parents, grandparent, grandchild, and any individual whom an employee has or had an in loco parentis relationship as defined under ORS 653.601.~~

~~5.9. When an employee is absent due to illness or injury compensable under the Workers' Compensation Law ORS 656, the District's obligation to pay compensate the employee from the employee's paid accruals this sick leave article is limited to the difference between the payment received as a result of Workers Compensation award and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave.~~

~~6.10. If an employee uses all of their sick leave the District may place the employee on unpaid medical leave.~~

11. Any employee on worker's compensation leave who has exhausted their sick leave and whose physician healthcare provider certifies a return to two (2) months of light duty work, will receive the same District-paid insurance contribution for those two (2) months and one (1) additional month.

12. An employee absent from work due to injury that is the result of workplace violence while acting in their capacity as an employee for the District, will receive compensation for up to three (3) days of pay at the employee's per diem rate, per instance. In order to qualify for such compensation, the employee must have an accepted Workers Compensation claim associated with that injury.

~~7.~~

13. For the purposes of transferring sick leave, the District shall permit an employee to transfer up to seventy-five (75) days of unused sick leave from another Oregon school district. The accumulation shall not exceed that carried by the most recent Oregon school district. However, the transfer of sick leave from another Oregon school district shall not be effective until the school employee has completed thirty (30) days in the new district.

B Paid Family Medical Leave Insurance

1. For purposes of administering Oregon's Paid Family and Medical Leave Insurance (PFMLI) program, the District has the option to change to or from a state plan and a state approved equivalent plan provided employee contributions with an equivalent plan do not exceed the amount that an eligible employee would otherwise be required to contribute with a state plan. PFMLI will run concurrently with OFLA/FMLA.

2. Employees must make the decision to run their paid leave accruals concurrently with PFMLI when providing notice of their foreseeable leave to the Leaves department. Employees will enter the amount of their accruals they want to use in the absence management system and will be subject to payroll deadlines. If advanced notice is not possible due to an emergency or unforeseeable event, the employee must notify the Leaves department as soon as possible.

3. If an employee's PFMLI leave is extended, the employee will be allowed to modify their paid leave accrual election at that time. Any wages paid to an employee based on the employee's paid leave accrual election will be final and not subject to a repayment or restoration of accruals.

8. _____

~~14. Court Appearances~~ ~~When an employee appears in court proceedings~~ If an employee must appear in court on their own behalf, they shall be granted ~~such~~ leave without pay (an employee may use their personal leave or vacation for this purpose as well).

~~9. 2.~~ If an employee is called for jury duty, or is subpoenaed as a witness in a court case ~~in which they personally are not involved~~ related to their work with the District, they will be entitled to reimbursement by the District at the straight-time hourly rate compensated by the District at their current rate of pay of their regular job, for the hours of work ~~necessarily~~ lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. The District may require a jury summons to be provided by the employee.

~~10. 15.~~ ~~In the event~~ If the employee is acting as a witness claimant or has brought a claim against the District, then their leave shall be without pay.

~~11. 16.~~ Day shift employees will be required to report for work if their court appearance ends on any day in time to permit at least two (2) hours work in the balance of their regular shift. They shall not receive pay for any hours not worked or in court. Other shift employees will not be required to report for work on any day they have performed court duty for more than one-half day, provided such absence shall be without pay. Hours paid for court appearances will be counted as hours worked for the purpose of computing leave benefits and insurance contributions.

B. Personal Leave

1. Employees shall have available a total of three (3) days per fiscal year for personal leave purposes. Such leave shall not accumulate from year to year. Such leave shall not be ~~granted or used for matters which can be attended to outside assigned work hours, nor shall it be granted or used~~ for any purposes for which other leaves are specifically provided by this Agreement unless those leaves have been exhausted. ~~Such leaves shall not be granted or used for recreation, extension of a vacation, or labor organization purposes.~~ Requests for leave must be made in writing at least three (3) work days prior, unless it is an emergency, then the request will be provided as soon as practical. ~~Requests for personal leave will be reviewed by the immediate supervisor for conformity with these provisions. If the employee submitted their request at least three (3) work days prior to the personal leave and the supervisor has not rendered a decision to the employee within three work days, the request will be automatically approved.~~ The supervisor's decision ~~shall be final, except that the denial of leave~~ may be appealed to the Director of Human Resources or designee within fourteen (14) calendar days of a supervisor's denial of use of personal leave.

2. Personal leave may not be used during blackout dates, defined as the first five student contact days at the start of the school year or the last five student contract days week of at the end of the school year, the week prior to or the day following Winter and Spring Break or the day immediately prior to or after a holiday, ~~or an agreed upon mandatory unpaid day.~~

3. Exceptions to blackout dates for less than 12-month school-based employees will may be made for once in-a-lifetime events (i.e. child's wedding or graduation) on a case-by-case basis ~~in consultations with Human Resources~~ by submitting a written request to the employee's supervisor. Non-school based departments may make exceptions for

12-month employees. These exceptions must be communicated to payroll and Human Resources in order not to result in a loss of pay.

D. Association Leave With Pay

Association representatives shall be allowed time away from their duty stations without loss of pay when required and authorized by the District for the specific purposes of meeting with District representatives concerning administration of this contract and adjusting grievances under the procedure defined herein.

E. Educational Leave with Pay

Leaves of absence with pay to attend workshops, conventions, or other training programs may be granted upon proper application to the supervisor, with approval by the Superintendent or their designee. Such leave shall apply only to programs which in the District's judgment will improve District operations. Expense allowances for meals, lodging, and travel may be granted for such leave according to District policy. An itemized expense account must be submitted to the Fiscal Services office upon return.

F. Military Leave With Pay

~~An employee shall be entitled to a military leave of absence during a period of service with the Armed Forces of the United States in accordance with current laws and regulations.~~
The District will comply with all state and federal laws regarding military leave. Military leave may be with or without pay based on the type of orders received by the employee. This leave is available to all qualifying employees, including employees in probationary status. Employees will notify the Benefits and Leaves Department to process Military Leave requests.

G. Family Illness Leave

Family illness leave may be utilized for absence due to critical illness or injury of a member of ~~the immediate a family member as defined in Section A of this Article and includes sibling, aunt, uncle, niece, and nephew~~ to a maximum of three (3) regular workdays per fiscal year. A critical illness/injury means any illness/injury requiring the employee's presence. ~~The immediate family shall be defined as blood relations and in-laws, to include spouse/domestic partner, children (including step-children and children towards whom the employee stands in loco parentis), parents (including step-parents), grandparents and grandchildren, brother and sister (including step-brother and sister), uncle, aunt, nephew and niece.~~ When the family member resides outside the employee's household, ~~the illness must be critical, the employee's presence must be necessary~~ in order for the employee to take leave. Employees may use any available vacation leave in accordance with the provisions of Article 9.

H. Bereavement Leave

—An employee shall have bereavement leave up to five (5) working days with pay per occurrence. Such leave shall be available to an employee in the event of death in the employee's immediate family. The immediate family shall be defined for the purpose of this section as ~~blood relations and in-laws, to include spouse/domestic partner, children (including step-children and children towards whom the employee stands in loco parentis), parents, grandparents, grandchildren, step-parents, brother and sister (including step-~~

~~brother and step-sister), uncles, aunts, nieces, and nephews,~~ parents, parent-in-laws, spouse, legal domestic partner, child (including stepchild, foster, adopted, and a child whom the employee stands in loco parentis), grandparents and grandchildren, brother and sister (including step-brother and step-sister), uncles, aunts, nephews, and nieces. Employees may use any available vacation leave in accordance with the provisions of Article 9. Probationary employees are eligible to use leave.

1. Employees may utilize unpaid Bereavement leave under state leave laws. If an employee utilizes bereavement leave under state leave laws, the paid District benefit will run concurrently with the unpaid state bereavement leave. Bereavement leave under state leave laws may only be taken for qualified family members under the law and must be requested by the Benefit and Leaves Department of Human Resources. This benefit is only available when the death of a family member occurs during the employee's work year and must be used within 60 days of family member's passing.

ARTICLE 14

RATES OF PAY

A. Salaries

1. The base schedule will be increased by ~~2.25% for fiscal year 2018-19, 2.25% for fiscal year 2019-20, and 2.5% for fiscal year 2020-21. For the 2021-22 fiscal year the base schedule will be increased by 3.5% for grades 9 through 16 and 3% for grades 17 through 30. For the 2022-21 fiscal year the base range for all grades will be increased by 3% 6.0% for fiscal year 2023-2024 beginning January 1, 2024, 4.0% for fiscal year 2024-2025, and 3.5% for fiscal year 2025-2026.~~

Upon the date of ratification of this Agreement, active employees shall receive a one-time \$5,000 recognition and retention stipend. This stipend shall be paid out within 10 working days of ratification of this Agreement. Employees whose FTE is greater than 0.5 FTE shall receive the full \$5,000 stipend and employees whose FTE is less than 0.5 FTE shall receive \$2,500. Casual employees and employees on a non-protected leave of absence or have been on a paid administrative leave for more than six (6) months are ineligible for the stipend.

2. All employees eligible for step increases shall receive their step increase on July 1st of each year. New employees hired before January 1st of a given year shall receive a step increase on July 1st of the same year. New employees hired January 1st or later of a given year will not receive a step increase until July 1st of the next year.

3. If an employee is promoted or reclassified to a higher paying classification, the employee shall be moved effective with date of assignment to the step in the new classification that is ~~next higher in pay than their present step or the first step on the new salary range, whichever pays the greater amount~~ based upon the greater of the following:

- Step consistent with their years of related work experience as determined by Human Resource; or
- The next higher step in pay, on the new pay range; or
- 3. Step One (1) of the new pay range.

B. Out-of-Class Pay

Employees temporarily assigned by the District to a higher paying classification shall assume all the duties and responsibilities of the assigned position and be considered acting out-of-classification. After five (5) consecutive workdays in such assignment an employee shall be entitled to the rate of pay that is the comparable pay step in the new classification range which provides a salary one (1) pay step higher than the salary they were receiving prior to the assignment, or the rate of the first pay step of the new classification range, whichever pays the greater amount for the remainder of the assignment. NOTE: The District will change job descriptions to read "Performs related duties consistent with job description and assignment." However, the District may continue to use employees out of class as long as it complies with any applicable contract language regarding out-of-class pay.

C. Longevity Stipend

An employee who meets the qualifications shall receive a longevity stipend of 2.5% of their

annual salary paid in a single payment in October of the year they qualify. Such payment shall be paid once every three years to qualified employees. To qualify, employees must be repeating on the 6th step and must have been continuously employed in a bargaining unit position in October. Qualified means any employee who is repeating at the 6th step of any salary range and has 10 or more years of continuous service with the District in a **classified bargaining unit position**. No employee shall receive a longevity stipend more often than once in any three-year period.

Employees working out of class will have their qualification for the stipend calculated based on their step placement on the salary range of the position in which they otherwise would be working.

D. Pay Options

1. Each regular or limited term Education Support Professional employee whose work assignment is less than twelve (12) months shall be paid on the basis of twelve (12) equal payments. Employees who are on a twelve pay schedule will receive all monies earned in the fiscal year by June 30th. Annually, a returning employee shall be permitted to elect payment on the basis of ten (10) equal payments, September through June. Other employees shall be permitted to elect such payment at the time they are offered employment. Once an election is made, it must remain in effect for the current year and will remain in effect from year to year thereafter provided the selected pay option is valid for the employee's work assignment dates.
2. Employees who wish to change their pay option election must notify the District in writing on or before July 15 of the new fiscal year.
3. This section does not apply to twelve-month employees.

E. Overtime

1. Overtime pay for employees shall be allowed only in cases of emergency and when authorized by the building principal or supervisor.
2. Eligible employees shall be compensated at the rate of time and one-half, but in no event shall such compensation be received twice for the same hours.
 - a. Overtime shall be paid for all assigned work in excess of forty (40) hours in any workweek, except when employees work a four (4) - ten (10) workweek. In such case overtime will be paid for all assigned work in excess of ten (10) hours in a day or forty (40) hours in any workweek.
 - b. Overtime pay shall be based on the actual number of hours on duty per day except that one and one-half (1 ½) hours of overtime will be guaranteed in instances where an employee is called back to work. For the purpose of computing overtime, all hours an employee actually works plus unworked holiday and vacation hours shall be credited as time worked in computing total work period hours. **Sick leave shall not be counted as time worked.**
3. Notwithstanding the provisions of sections E.2.a and E.2.b above, an eligible employee **may be required by the District or an eligible employee may request at his or her discretion with the concurrence of the District will be granted** compensatory time off in

lieu of pay for overtime worked. Compensatory time off shall be computed at the rate of time and one-half (1 ½) for all overtime worked. Any compensatory time that has not been used by May 15th, will be paid out in full in the May payroll. Any compensatory time earned in June, will be paid out in the June payroll as overtime.

- 4. In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel, as are deemed necessary by the District, shall be required to work overtime.
- 5. To the extent **determined** feasible by the District's supervisors, employees will be provided advance notice of overtime assignments.

F. Shift Differential

The District agrees to provide shift differential compensation to employees working four (4) or more hours of their scheduled working shift after 5 p.m. and before 5 a.m. Such compensation shall be four percent (4%) per month greater than their regular monthly salary.

G. Reporting Time THE DISTRICT PROPOSES TO MOVE THIS SECTION TO ARTICLE 28

- 1. Bus drivers who report for scheduled trips ~~and the trips that~~ are subsequently canceled shall receive reporting time pay of one (1) hour at their regular rate of pay. When bus drivers report for trips on non- school days and ~~the trips~~ are subsequently canceled, the drivers affected will receive reporting time pay of two (2) hours at their regular rate of pay. When bus drivers are scheduled for trips on non-school days and do not receive a cancellation notice by the close of the previous business day (5 p.m.), the drivers affected will receive cancellation pay of one (1) hour at their regular rate of pay.
- 2. ~~Any employee who is called back to work outside their scheduled work shift and is not required to work after reporting shall receive reporting time pay of one (1) hour at their regular rate of pay. SEE BELOW IN "CALL BACK PAY"~~
- 3. The benefits set forth in G.1 and G.2 shall not apply to trips scheduled on school days when employees are notified prior to reporting that their services are no longer necessary.
- 4. ~~Any employee who is called back to work without an eight (8) hour break from the end of the last shift worked shall be paid at the overtime rate for half of the hours of the additional shift (e.g. four (4) hours of an eight (8) hour shift.).(SEE BELOW IN "CALL BACK PAY"~~
- 4. When the District has a 2-hour delay, bus drivers will report in 90 minutes in order to prepare the buses for routes. On occasions when bus drivers have reported to work after 90 minutes, and subsequently the District cancels school for the day, bus drivers will receive a minimum of one (1) hour of wages. If a bus driver reports to duty greater than an hour prior to a closure notice, the bus driver shall be paid for actual time worked.

H. Call Back Pay

H.

- 1. In emergency situations, an employee who is called back to work after the end of their

shift, shall be compensated at the rate of time and one-half (1 ½) for a minimum of two (2) hours actual hours worked, whichever is greater.

I. On-call Pay

1. An employee who is required by their supervisor to remain on call and available for work outside of their regular shift, and is required to report immediately when contacted by their supervisor, shall be paid two (2) hours at their regular rate of pay for every ~~twenty-four~~ **twenty-four** (24) hour period **during Monday at 8:01 a.m. – Friday at 4:59 p.m.** The first time the employee is required to report to work, the time worked shall be applied to the two (2) hours [per twenty-four (24) hour period].

a. On Friday, beginning at 5 p.m. until Monday at 8:00 a.m., an employee would receive ~~and~~ four (4) hours for every weekend period. ~~(Friday at 5 p.m. until 8 a.m. Monday morning).~~ The first time the employee is required to report to work, the time worked shall be applied to the four (4) hours, per weekend.

~~The first time the employee is required to report to work, the time worked shall be applied to the two (2) hours (per twenty four (24) hour period) or four (4) hours (per weekend).~~

2. The employee shall receive additional pay the first time they report only if the time exceeds two (2) hours. Callback provisions shall apply to all subsequent times they must report. All hours actually worked, **in excess of 40 hours**, shall be subject to overtime provisions.

J. Bilingual Differential (This Provision Goes into Effect on July 1, 2024)

Employees may qualify for a four percent (4%) language differential if the following requirements are met:

1. Qualifications

a. The employee demonstrates verbal and written proficiency in a second language other than English, based on the District's assessment requirements. Any assessment fees will be paid by the District; and

b. The employee's supervisor assigns duties which include the use of the second language on a regular basis that supports students, staff, parents, and/or community members of their school or program.

2. This differential will be awarded to employees on a year-to-year basis based upon the needs of the District.

3. No retroactive pay will be given for any work performed prior to successfully passing the District's language assessment.

4. Employees whose job description requires bilingual proficiency are not eligible for this differential.

J.K. Payroll Errors

The District, at employee's request, will correct any District payroll error within five (5) working days of the employee's request and submission of confirming documentation. **The District will also collect overpayment of wages and/or benefits from employees.**

K.L. Work During Recess Periods

Less than twelve (12) month employees who are brought back to work during scheduled recess periods will be paid a rate consistent with past practice. The rate will increase each year at the same rate as the salary schedule.

M. Inclement Weather Day

Employees who are required to report to work by the District on an inclement weather day, shall receive a four percent (4%) differential for the hours worked on that day.

ARTICLE 15 INSURANCE

A. District Contribution

1. The maximum District contribution for plans selected will be ~~\$1,275~~ **\$ 1,510** for the ~~2018-19~~ **2023-2024 insurance** year, ~~beginning the month following ratification,~~ and ~~\$1,550~~ **\$1,315** for the ~~2019-20~~ **2024-2025** insurance year, and ~~\$1575 for the 2025-2026 insurance year,~~ ~~\$1,350 for the 2020-21 insurance year,~~ ~~\$1,380 for the 2021-22 insurance year,~~ and ~~\$1,410 for the 2022-21 insurance year.~~

- 1.
- 2. Employees may elect an insurance benefit package from the District’s programs offered. For employees working 4 to 5.99 hours per day, the District shall contribute 70.0% of the amount paid for six (6) to eight (8) hour employees. Part time employees as defined in this article may select insurance benefits as allowed by the current plan.
- 3. The difference, if any, between the cost of the insurance package chosen by the employee and the District contribution shall be paid by the employee through a payroll deduction.

4. **Two Employees Employed by the District Benefit (Formally “Two on Contract”)**

When married couples or domestic partners are both employees of the District, they may elect to combine their full insurance contributions to pay their plan premiums. They may use up to the equivalent of insurance contribution caps for both employees. The following is required to qualify for this benefit:

a. Both the employee and spouse or domestic partner work for the District.

b. Both the employee and spouse or domestic partner are both eligible for insurance benefits.

c. Both benefit eligible employees complete and sign a form enrolling in this benefit arrangement.

d. Two Employees Employed by the District Benefit means:

1. One spouse, domestic partner employee declines the medical, dental, and vision enrollments offered by the District.

2. The other spouse or domestic partner of the employee enrolls all eligible family members in a medical, dental, and/or vision plan offered by OEBC.

3. The family has one set of medical, vision, and dental benefits and is not double covered through the District.

e. If the employee and/or spouse work part-time and receive a pro-rated District contribution, the District will pay up to 100% of the pro-rated contribution for each person.

f. Any premium amount not covered by the District contribution is paid by the employee.

B. Retirees

Retiring employees may elect to continue participation in District group insurance plans, single, two party or family rate, at their own expense, in accordance with state law, insurance company rules, and District procedures.

C. Domestic Partners

Same-sex domestic partners will be permitted to enroll in the negotiated insurance plan. The eligibility regulations defining domestic partners shall be in accordance with the insurance company's affidavit. In order to ensure the employee's privacy, a confidential method will be developed by the District for enrollment procedures. There shall be no reprisal for an employee's lifestyle revealed due to enrollment.

ARTICLE 19 SAFETY/FIRST AID TRAINING

The District shall provide a safe and healthful working environment for all employees as defined by OSHA standards and by state and federal regulations. A grievance may be filed to enforce this section; however, such a grievance shall be void if the employee or Association files a complaint or suit to enforce same requirements through state or federal agencies or courts.

A. Protective Equipment

In accordance with OSHA requirements, the District will assess worksites to determine if hazards are present or likely to be present that require the use of personal protective equipment (PPE) or other protective equipment. The District will provide training to each employee who is required to use the equipment including when to use the equipment, what equipment to use, how to put on the equipment, and the necessary maintenance protocols.

Proper safety devices, PPE and clothing equipment shall be provided for all employees engaged in work where such ~~devices- equipment is are~~ required to meet the requirements of state or federal regulations or district policy. ~~Protective clothing and safety devices- This equipment~~ shall remain the property of the District.

B. Blood Borne Pathogens

The District will provide training regarding Bloodborne Pathogens to Education Support Professional staff whose job responsibilities involve potential exposure to blood or other infectious materials. Inoculations, protective clothing and equipment will be made available to employees in accordance with the provisions contained in the District's Bloodborne Pathogens Exposure Control Plan.

C. Physical Examinations

The District will pay the cost of required physical examinations and other required medical tests but not medical treatment. The district will establish standards for such physicals and the district reserves the right to designate the facilities where required medical tests will be conducted. Payment, if required, shall be remitted directly to the physician upon validation of the examination. If available to the District and upon the employee's request, a copy of the examination will be given to the employee at no cost.

D. Paid Training

~~The District, when requiring training~~ When the District requires in safety and first aid training for Education Support Professional employees, ~~it will de-se be provided~~ at no cost to the employee. ~~This~~ The training employee's training time shall be ~~provided to paid at~~ the employee's ~~s-at their~~ regular rate of pay.

E. Assignment to a Student on an IEP Access to Student Records

All school district employees, (including, but not limited to SPIA and Bus Drivers) assigned to work with a student with specialized needs to assist the student with the educational, behavioral, medical, health or disability-related support needs of the student must have access to the individualized education program, 504 Plan, behavior intervention plan, medical support protocols or any other documentation related to the school district employee's responsibilities to assist with the student's educational, behavioral, medical, health or disability-related support needs.

~~Education Support Professional staff shall be informed within fifteen (15) days after being assigned to a student who has a behavioral management component to **their** IEP, in one of the situations listed below:~~

~~1. _____~~

- ~~a. Special Programs Instructional Assistant 2 assigned to Resource Rooms or self-contained special education classrooms or;~~
- ~~b. Assigned one-to-one to a specific handicapped child for transportation or in other classrooms;~~

F. ODE Approved Training Programs

All employees who are assigned to work with students in self-contained special education classrooms will receive Oregon Department of Education approved training programs for preventing restraint and seclusion of students and protection of staff.

F. Special Programs Driver

~~These Education Support Professional staff shall be provided with specific information of known behavior patterns of these students and given suggested strategies and training n-managing these behaviors.~~

G. Emergency Contact During the School Day

Each school will establish procedures that identifies who an employee contacts in the building for assistance during a school emergency. The procedure will include a contingency in case the initial person is not available.

H. Response to Intervention

For students, in cases where the frequency, intensity, and/or duration of student behavior jeopardizes the safety of staff or students, a collaborative approach will be taken to address the situation. The concern will be brought to the school team that meets to discuss student behavior and/or the student's IEP team, in collaboration with those knowledgeable of the student and staff knowledgeable of the incident(s). They will consider the need for interventions or adjustments to promote a safe environment including a behavior plan if the student does not currently have one. The following people may be invited to attend the meeting: employee(s) knowledgeable about the student, administrator, behavior team member, and parent/guardian.

**SCHOOL DISTRICT 24J, MARION COUNTY, OREGON
ANNUAL COMPENSATION SCHEDULE FOR CLASSIFIED EMPLOYEES**

EFFECTIVE JANUARY 1, 2024

6%

RANGE NUMBER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9	15.84	16.55	17.43	18.32	19.20	20.23
10	16.55	17.43	18.32	19.20	20.23	21.25
11	17.43	18.32	19.20	20.23	21.25	22.30
12	18.32	19.20	20.23	21.25	22.30	23.50
13	19.20	20.23	21.25	22.30	23.50	24.56
14	20.23	21.25	22.30	23.50	24.56	25.83
15	21.25	22.30	23.50	24.56	25.83	27.11
16	22.30	23.50	24.56	25.83	27.11	28.52
17	23.39	24.44	25.71	26.98	28.38	29.80
18	24.44	25.71	26.98	28.38	29.80	31.26
19	25.71	26.98	28.38	29.80	31.26	32.87
20	26.98	28.38	29.80	31.26	32.87	34.48
21	28.38	29.80	31.26	32.87	34.48	36.23
22	29.80	31.26	32.87	34.48	36.23	38.04
23	31.26	32.87	34.48	36.23	38.04	39.93
24	32.87	34.48	36.23	38.04	39.93	41.93
25	34.48	36.23	38.04	39.93	41.93	44.02
26	36.23	38.04	39.93	41.93	44.02	46.28
27	38.04	39.93	41.93	44.02	46.28	48.61
28	39.93	41.93	44.02	46.28	48.61	51.04
29	41.93	44.02	46.28	48.61	51.04	53.59
30	44.02	46.28	48.61	51.04	53.59	56.28
31	46.28	48.61	51.04	53.59	56.28	59.09

Crossing Guards Hourly Rate \$18.74

Note: In 2021 Grade 9-16 received 3.5% adjustment. All others 3%.

For less than 260-day employees use the following to calculation to determine your annual compensation.

**Hourly Rate multiplied by hours per day, multiplied by total days.*

**SCHOOL DISTRICT 24J, MARION COUNTY, OREGON
ANNUAL COMPENSATION SCHEDULE FOR CLASSIFIED EMPLOYEES**

EFFECTIVE JULY 1, 2024

4%

RANGE NUMBER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9	16.47	17.21	18.13	19.05	19.97	21.04
10	17.21	18.13	19.05	19.97	21.04	22.10
11	18.13	19.05	19.97	21.04	22.10	23.20
12	19.05	19.97	21.04	22.10	23.20	24.44
13	19.97	21.04	22.10	23.20	24.44	25.55
14	21.04	22.10	23.20	24.44	25.55	26.86
15	22.10	23.20	24.44	25.55	26.86	28.19
16	23.20	24.44	25.55	26.86	28.19	29.66
17	24.32	25.42	26.74	28.06	29.52	30.99
18	25.42	26.74	28.06	29.52	30.99	32.51
19	26.74	28.06	29.52	30.99	32.51	34.18
20	28.06	29.52	30.99	32.51	34.18	35.85
21	29.52	30.99	32.51	34.18	35.85	37.68
22	30.99	32.51	34.18	35.85	37.68	39.57
23	32.51	34.18	35.85	37.68	39.57	41.52
24	34.18	35.85	37.68	39.57	41.52	43.60
25	35.85	37.68	39.57	41.52	43.60	45.78
26	37.68	39.57	41.52	43.60	45.78	48.13
27	39.57	41.52	43.60	45.78	48.13	50.55
28	41.52	43.60	45.78	48.13	50.55	53.08
29	43.60	45.78	48.13	50.55	53.08	55.74
30	45.78	48.13	50.55	53.08	55.74	58.53
31	48.13	50.55	53.08	55.74	58.53	61.46

Crossing Guards Hourly Rate \$19.49

Note: In 2021 Grade 9-16 received 3.5% adjustment. All others 3%.

For less than 260-day employees use the following to calculation to determine your annual compensation.

**Hourly Rate multiplied by hours per day, multiplied by total days.*

**SCHOOL DISTRICT 24J, MARION COUNTY, OREGON
ANNUAL COMPENSATION SCHEDULE FOR CLASSIFIED EMPLOYEES**

EFFECTIVE JULY 1, 2025

3.50%

RANGE NUMBER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9	17.05	17.81	18.77	19.72	20.67	21.78
10	17.81	18.77	19.72	20.67	21.78	22.87
11	18.77	19.72	20.67	21.78	22.87	24.01
12	19.72	20.67	21.78	22.87	24.01	25.30
13	20.67	21.78	22.87	24.01	25.30	26.44
14	21.78	22.87	24.01	25.30	26.44	27.81
15	22.87	24.01	25.30	26.44	27.81	29.18
16	24.01	25.30	26.44	27.81	29.18	30.70
17	25.17	26.31	27.67	29.04	30.55	32.08
18	26.31	27.67	29.04	30.55	32.08	33.65
19	27.67	29.04	30.55	32.08	33.65	35.38
20	29.04	30.55	32.08	33.65	35.38	37.11
21	30.55	32.08	33.65	35.38	37.11	39.00
22	32.08	33.65	35.38	37.11	39.00	40.95
23	33.65	35.38	37.11	39.00	40.95	42.98
24	35.38	37.11	39.00	40.95	42.98	45.13
25	37.11	39.00	40.95	42.98	45.13	47.38
26	39.00	40.95	42.98	45.13	47.38	49.81
27	40.95	42.98	45.13	47.38	49.81	52.32
28	42.98	45.13	47.38	49.81	52.32	54.94
29	45.13	47.38	49.81	52.32	54.94	57.69
30	47.38	49.81	52.32	54.94	57.69	60.58
31	49.81	52.32	54.94	57.69	60.58	63.61

Crossing Guards Hourly Rate \$20.17

Note: In 2021 Grade 9-16 received 3.5% adjustment. All others 3%.

For less than 260-day employees use the following to calculation to determine your annual compensation.

**Hourly Rate multiplied by hours per day, multiplied by total days.*