

**Agreement Between**  
**Ontario School District 8C**  
**and**  
**Oregon School Employees Association**  
**Chapter 23**

**July 1, 2021– June 30, 2025**

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## **Article 1 — Recognition**

- 1.1 The Board recognizes the Association as sole and exclusive bargaining agent for all of the classified employees of the Ontario School District whose positions do not require a certificate to teach, excluding;
- A. Supervisory and confidential employees;
  - B. Student workers;
  - C. Temporary employees who work less than six (6) months. Temporary employees are defined as those hired for a special project or assignment that do not displace current employees. Temporary employees who work more than six (6) months shall be part of the bargaining unit;
  - D. Substitute employees: Substitute employees are defined as those hired to temporarily replace employees on paid or unpaid leaves.
- 1.2 Except for a Bona Fide Occupational Qualification/Bona Fide Occupational Requirement the provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Board and Association will have the responsibility of applying this provision of the contract.
- 1.3 Neither the District nor the Association will coerce or restrain an employee in exercise of the employee's rights under the ORS 243.650 to 243.782. Inasmuch as the ERB has means available for relief from a complaint based on these issues, the grievance procedure of this Agreement may not be used.

## **Article 2 — Management Rights**

- 2.1 The Board, 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:
- 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, dismissal, demotion, promotion or transfer;
  - C. The unqualified right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement;

- D. The unqualified right to establish the school calendar;
- E. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
- F. Adopt reasonable rules and regulations;
- G. Determine the qualifications of employees;
- 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, and 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;
- M. Except as provided herein the District expressly retains the right to contract out or subcontract any work performed in the past by employees, or currently being performed by employees, or that may in the future be performed by employees and the Association expressly waives any duty the District might have under law to bargain these matters.

If the District determines that it is appropriate to contract out or subcontract work the Association will be given 30 days' notice where a decision to contract out or subcontract would result in the layoff of full time bargaining unit members. During the 30 day period the District will be available to meet with the Association to discuss the District's analysis of its operations and possible cost savings and to consider proposals from the Association. The District will share with the Association pertinent information upon which the District based its decision to contract out work. During the 30 day period the District will not release bids.

Should any full time bargaining unit members be laid off as a result of contracting out or subcontracting work, the District and the Association shall meet to discuss the effect on those employees. The District's obligation to discuss the effect of such contracting does not obligate it to

secure the agreement of the Association or to exhaust dispute resolution procedures of ORS 243.650 through ORS 243.782 concerning the impact of the District's decision.

Notwithstanding ORS 243.650 through ORS 243.782, except as provided herein the Association expressly disclaims and waives any further duty on the District to bargain over the right to contract or subcontract any and all work and its impact on employees.

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

- 2.2 The Board shall not alter, change, or amend this contract without negotiation with the Association regarding those changes or amendments.

### **Article 3 — Association Dues**

- 3.1 Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance of approved deductions and for those deductions required by law including insurance, credit union, annuities, Association dues and any other plans or programs jointly approved by the Association and the Board.
- 3.2 The Board further agrees to continue to honor dues deduction authorizations executed by employees in favor of the Association.
- 3.3 The Board agrees to transmit the dues deducted with a check-off list and the amount to the state office of the Oregon School Employees Association by the 15th of the month following payroll deductions.

### **Article 4 — Association Responsibilities and Rights**

- 4.1 The Association may use meeting rooms and other District facilities in accordance with District policies applicable to parent-teacher associations and other service groups or community organizations.
- 4.2 The District shall allow designated union representatives to engage in the following activities when conducted during work hours and at the District's facilities, without loss of compensation or benefits:
- A. Investigate and process grievances and other workplace-related complaints;
  - B. Attend investigatory meetings, hearings, and other due process proceedings;
  - C. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;

- D. Engage in collective bargaining;
- E. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
- F. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period up to thirty (30) minutes, during new employee orientations or at individual or group meetings that, when mutually agreed between the Association and the District, may take place during work hours, without loss of compensation or benefits to the newly hired employee(s).
- G. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

For the purpose of this Article, “designated representatives” shall include chapter executive board officers, building representatives, and their designees. A non-employee OSEA staff member shall be permitted access to the District’s facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives. The District shall not reduce a designated representative’s work hours to accommodate the performance of the activities listed above; however, at the discretion of the Superintendent, the designated representative and supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours.

- 4.3 The District may refuse to authorize additional work hours that incur overtime pay or which substantially extend an employee’s regular scheduled work-week as a result of performing the activities listed in this section.
- 4.4 The Association may post materials relating to Association business on designated bulletin boards throughout the District facilities. The District’s electronic mail system may be used by the Association for union-related communications including, but not limited to, communications related to collective bargaining, grievance or other dispute investigations, and governance of the union.
- 4.5 The Association may duplicate Association materials on District duplicating equipment. The Association agrees to reimburse the District for the cost of these materials as provided by Board policies and rules.
- 4.6 **Release time for OSEA**

The Board authorizes up to a total of six (6) noncumulative days per year of paid leave to members for Association business related to contract negotiations and/or administration of this Agreement or its successor. Classified employees to whom such leaves shall be granted will be designated by the Association president and shall be limited to four (4) bargaining unit members. No more than two (2) members from a single classification shall be allowed release time under this article. Requests for release time must be made ten (10) days prior to the proposed leave date except when a meeting has been set by the district and more than 10 day notice is impossible or when a union member/shop steward is

needed to attend an employee interview when the employee has requested union representation.

- 4.7 The District shall provide the Chapter President and OSEA with an editable Excel spreadsheet containing the following information within their records for each employee in the bargaining unit within ten (10) calendar days from the date of hire, or proceeding the employee's first payroll, and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired:
- A. The employee's name and date of hire;
  - B. Contact information including:
    - 1. Cellular, home, and work telephone numbers;
    - 2. Personal and work electronic mail addresses; and
    - 3. Home or personal mailing address; and
  - C. Employment information including the employee's job title, annual salary and worksite location.

## **Article 5 — Work Week and Overtime**

- 5.1 The work week is defined as starting Monday at 12:00 a.m. and ending Sunday at 11:59 p.m.
- 5.2 Hours worked in excess of forty (40) in one work week shall be compensated at one and one-half the employee's regular rate of pay. Such overtime may only be worked with the advance approval of the supervisor. In the event of an emergency or situation requiring immediate attention as defined by the supervisor or superintendent, a two-hour minimum call back may be required for twelve-month employees. Call backs of this nature shall be compensated at one and one-half (1.5) the employee's regular rate of pay.

In lieu of overtime pay, hours in excess of forty (40) in one work week may, at the supervisor's or superintendent's discretion, be paid in the form of compensatory time at the rate of one and one-half (1.5) times the amount of time worked. Accrued compensatory time may only be taken with the mutual agreement of the employee's supervisor. Any compensatory time not used at the end of the fiscal year shall be paid out to the employee at the standard rate.

Employees who agree to work beyond their regular work schedule but who do not qualify for overtime shall be eligible for pay for all hours worked at their regular rate or flex time. Flex time may be utilized at the supervisor's or superintendent's discretion within the work week as a means of adjusting an employee's work schedule so that a greater or lesser of hours than those normally scheduled are worked on a given day. Flex time does not result in overtime unless and until hours worked exceed forty (40) in one work week.

## **Article 6 — Vacancies**

- 6.1 The District shall notify the Association president of vacancies including new positions and shall deliver the vacancy notice to each District building within seven (7) working days of the close of the application period. A vacancy announcement will be posted for seven (7) days in each building. A vacancy is defined as a position the District intends to fill.
- 6.2 Current bargaining unit members may apply for any vacancy for which they are qualified. Any current bargaining unit member who applies and is qualified for the position shall be given consideration when filling vacancies. Consideration means the employee will receive an interview and that the District will consider, when filling vacancies, the interview, length of service in the District, qualifications, and previous evaluations. (This list is not in priority order.) Notice of selection or non-selection shall be made within ten (10) days of interviews to bargaining unit members who have applied for a position. If requested in writing within ten (10) days of the non-selection notice by a non-selected bargaining unit member, the District will provide reasons in writing for the non-selection within ten (10) days of the request.

## **Article 7 — Seniority**

- 7.1 Seniority shall be defined as the total length of continuous employment within the District as a classified employee from the first day of actual service with the District. For the purpose of computing seniority, all authorized paid leave shall be considered as time worked. Employees who are laid off as the result of a reduction in positions and who are subsequently reinstated shall retain their full seniority except for the period of layoff. Seniority shall terminate upon one or more of the following events:
- A. Resignation;
  - B. Termination or dismissal;
  - C. Failure to return from layoff when recalled;
  - D. Failure to report for work when recalled from layoff.

## **Article 8 — Grievance Procedure**

- 8.1 The Board recognizes the need to provide for the orderly resolution of any grievance arising out of a purported violation or inappropriate application of the Agreement. Any employee of the bargaining unit shall have the right of access to the grievance procedure hereafter set out.
- 8.2 There shall be no reprisal against any employee using the grievance procedure, or a party in interest thereto, by the Board or any employee of the District.



### 8.3 General Procedure

- A. This procedure shall be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum.
- B. Days referred to in the procedure are workdays, not calendar days. Work days are days when the District Office is open for business.
- C. All parties should attempt to complete the procedure by the end of the school year whenever possible, including grievances filed during the summer.
- D. All parties in interest have a right to consultants or representatives of their own choosing at each level of the grievance procedure.
- 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.
- F. All documents, communications and records of a grievance will be filed in the District office.
- G. In the course of investigating any grievance, representatives of either party in interest who needs to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival and secure permission for the visit. Permission shall not be unreasonably withheld.
- H. Every effort will be made by all parties to avoid an interruption of classroom time, assigned preparation time and/or any other school-sponsored activities.
- I. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- J. If the grievant chooses to pursue his/her claim through the court system, the ERB, or other outside agency, the grievance procedure cannot be used and any decision rendered under the procedure will become null and void.

### 8.4 Levels of Grievance

#### A. Level One — Informal

The grievant will first discuss the grievance with the principal or immediate supervisor, either individually or accompanied by a representative, with the objective of resolving the matter informally within five (5) days of the occurrence of the event which gives rise to the grievance or within five (5)

days of when the employee could have reasonably been expected to know.

### **Level One — Formal**

If the grievant is not satisfied with the disposition of the grievance at the informal level, a written grievance may be filed with the employee's principal or immediate supervisor within ten (10) days of the occurrence of the event which gives rise to the grievance or within ten (10) days of when the employee could have reasonably been expected to know.

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsection of the contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

The grievant will meet with the principal or immediate supervisor. Within ten (10) days of the meeting, the principal or immediate supervisor shall communicate a written decision to the grievant.

If the grievant is not satisfied with the decision of the principal or immediate supervisor, a written appeal may be filed with the superintendent within five (5) days of receipt of the principal or immediate supervisor's decision. The appeal shall state all of the grievant's reasons for appealing the decision of the principal or immediate supervisor.

### **B. Level Two — Superintendent**

The superintendent must hear the grievance within ten (10) days after receiving the written appeal. The superintendent must provide the parties in interest written notice of the time and place at least five (5) days prior to the hearing.

Within five (5) days of the hearing, the superintendent shall communicate a written decision to the grievant and other parties present at the hearing.

If the grievant is not satisfied with the decision of the superintendent, a written appeal may be filed with the chairman of the Board within five (5) days of receipt of the superintendent's decision. The appeal shall state all of the grievant's reasons for appealing the decision of the superintendent.

**C. Level Three — Board**

Within five (5) days of the receipt of the written appeal, the Board will notify all official parties of a hearing to be held within fifteen (15) days of the receipt of the written appeal. The Board shall hear arguments of the superintendent or the superintendent's designee and the grievant.

Within five (5) days following the hearing, the Board shall render a decision in writing to all parties.

**D. Level Four — Arbitration**

If the grievant is not satisfied with the Board's decision, the Association may submit the grievance to arbitration under the following conditions:

1. All steps provided for in the grievance procedure must first be exhausted by the grievant.
2. Written notice of a request for arbitration must be filed with the superintendent within ten (10) days of receipt of the answer from the last previous step of the grievance procedure.
3. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) work days of the appeal, request the Employment Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth remaining name shall act as the arbitrator. The parties shall be bound by the rules of the American Arbitration Association.
4. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of final statements and proofs on the issues submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her 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 arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties within the scope of the arbitrator's authority.

## Article 9 — Layoff and Recall

### 9.1 Layoff

A. The District will determine when layoffs are necessary and which program areas and positions will be affected.

B. **Definitions:**

1. "Termination" means severance from employment such as absence without leave, resignation, dismissal or nonrenewal, but does not include approved leave or layoff during the term the employee is eligible for recall under the article.
2. "Full-time" means a position of at least seven (7) hours per day and nine (9) months per year.
3. "Part-time" means a position less than seven (7) hours per day and nine (9) months per year.
4. "Layoff" means:
  - a. The permanent elimination, or permanent reduction to part-time, of a full-time position; or
  - b. The permanent reduction of a part-time position to less than 20 hours per five day week.
5. "Bumped" employees are those who have been replaced in their current assignment by a more senior or more skilled employee, due to a District decision to eliminate a position or reduce a full-time position to part-time or reduce part-time to less than twenty (20) hours per five day week.
6. "Displaced" employees are those full-time employees whose positions have been eliminated or reduced from full-time to part-time and those part-time employees whose positions are reduced to less than twenty (20) hours per five day week.
7. "Classification" refers to a group of related job titles. There may be only one job title in a classification.

C. **Order of Layoff:** When the District determines the need to reduce the work force through layoff, employees shall be selected for displacement or layoff based (in priority order) on qualifications and seniority.

Employees who have been selected for displacement or who would otherwise be laid off may "bump" the least senior employee, who has less seniority in:

1. Another job title in the same classification, provided the displaced employee has been previously employed by the District in that job title, or provided the displaced employee has more seniority in a District job title within the same classification; or
  2. The job title, in another classification, in which the displaced employee has previous District experience of:
    - a. At least two (2) total work years, as the work year is defined for that job title, or twenty-four (24) consecutive months; or
    - b. One (1) total year, as the work year is defined for that job title, or twelve (12) consecutive months, either of which must have been completed in the last five (5) school years immediately prior to the date layoff or displacement would be effective.
- D. **Notice:** Employees to be laid off shall be given written notice at least fifteen (15) calendar days in advance of the layoff.
- E. **Tied Seniority:** If two (2) or more employees in job title being eliminated, reduced from full-time to part-time or reduced to less than four (4) hours and have equivalent seniority, employees with the greater total F.T.E. during their years of service with the District shall be retained. If total F.T.E. is equal, the employee with any substitute or temporary service within the District prior to the first actual date of service in a regular position shall be retained. If both or all employees with tied seniority served as substitutes prior to regular employment, the tie(s) shall be broken by drawing lots.
- F. **Pay Following Displacement:** An employee who is displaced from a job title due to layoff and subsequently bumps a less senior employee shall be placed on the appropriate pay range for the new position at the experience step that most closely approximates the employee's salary in the previous job title without granting a pay increase.
- G. **Reduction in Hours:** When it becomes necessary to temporarily reduce the hours of employees within a program, school, or department, the District shall attempt to make the reduction in an inverse order of seniority among all holding the job title affected by the reduction, unless the qualifications of a less senior employee are required by the district for operation of a specific program or service.

As hours become available, employees whose hours have previously been reduced may accept additional hours in order of seniority, if they previously held a full-time position as defined in B.2 of this article. When restoring hours, the district reserves the right to use qualifications before seniority when such qualifications are necessary for the district to fulfill program or service requirements as determined by the district.

## 9.2 Recall

- A. **Order of Recall:** Employees laid off shall be placed on a numerical recall list in order of seniority for up to twelve (12) months and shall be recalled according to seniority to the subsequent vacancies in the job title from which the employee was laid off, to vacancies in a lower paying job title in the same classification, or to vacancies in position(s) previously held by the employee in the District. The district may recall less senior employees to a position when a program or special service requires the qualifications possessed by a less senior employee. An extension of six (6) additional months on the recall list may be requested in writing by the employee.
- B. An employee may decline recall, without loss of recall rights, to any position which provides less than eighty percent (80%) of the annual salary, as of the effective date of layoff, of the position from which the employee was laid off. However, an employee who accepts a position from recall shall be removed from the recall list and will have no further recall rights under this article.
- C. Employees shall remain on the recall list for a period of twelve (12) months. If not recalled by the end of that period, they shall be considered terminated in good standing and shall have no further right to recall. A refusal of recall to a position which is comparable in pay and benefits to the position held prior to the layoff shall constitute voluntary termination and such employees shall lose any further right to recall. A period of ten (10) workdays shall be allowed to return to work in the event the employee has taken temporary outside employment and must give notice to the employer.
- D. The District shall not hire outside applicants into job title(s) where there are qualified employees who are on the recall list and who have performed the same or higher ranking job in the same classification.
- E. **Qualification for Recall Rights:** To qualify for recall, the employee must notify the personnel office in writing of the request to be placed on the recall list no later than the effective date of layoff. The written notice shall include an address for recall notification.

## 9.3 Classified Groups

- A. Secretary I, II, III, Bookkeeper, Transportation Assistant, Purchasing Agent;
- B. Library Assistant I, Library Assistant II;
- C. Instructional Assistant;
- D. Head Cook, Assistant Cook;
- E. Mechanic I, II and III;

- F. Maintenance I, II and III, Grounds I and II;
- G. Custodian I, II;
- H. Laundry and Warehouseman;
- I. Transportation Drivers, Trip Drivers, Bus Monitor;
- J. Technology Specialists I, II, III;
- K. Home School Consultant, College & Career Outreach Consultant, Homeless Liaison/District Parent Involvement Coordinator, Graduation Specialist, School Readiness Specialist;
- L. Technology Systems Analyst;
- M. Testing Coordinator, Parent Involvement Coordinator;
- N. Speech & Language Pathologist Assistant, Assistive Technology Facilitator.

## **Article 10 — Lunch and Rest Periods**

- 10.1 Paid Breaks: Each employee working at least four (4) hours but less than six (6) per day shall receive a fifteen (15) minute duty-free break during the first half of that employee's shift. Each employee working at least six (6) hours per day shall receive a fifteen (15) minute duty-free break during the first half of that employee's shift and a fifteen (15) minute duty-free break during the last half of that employee's shift. The fifteen minute allowance for breaks includes travel time and break time. Such breaks shall not be allowed for employees working less than four (4) hours per day. Such breaks shall be in addition to the scheduled lunch break.
- 10.2 Unpaid Lunch: Each employee who works at least six (6) hours or more per day shall receive an uninterrupted lunch period of one-half (1/2) hour scheduled as close as possible to the halfway point of the workday or at a time mutually agreeable to the employee and his/her supervisor.
- 10.3 In emergency situations, breaks and lunch periods may be rescheduled to a mutually agreeable time.

## **Article 11 — Personnel Records**

- 11.1 The personnel records of any employee in the bargaining unit shall be maintained in the District's personnel office. The personnel records of any employee in the bargaining unit shall not have letters of reprimand or other

disciplinary documents that do not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and has refused to sign or initial such material. An employee shall have the right to attach a written statement of explanation to any material which he/she believes to be incorrect or derogatory toward him/her. Personnel files are open to inspection by the employee upon request and in the presence of the superintendent or designee.

- 11.2 Employees shall receive a copy of all letters of caution, consultation, warning, admonishment and reprimand that are to be placed in the employee's personnel file.
- 11.3 Employees may request that letters of caution, consultation, warning, admonishment and reprimand which are placed in any employee's personnel record be removed. The superintendent retains the final decision as to whether any material is removed from a personnel file. If the superintendent determines a document shall remain in the file, written notification will be provided to the employee, upon request, stating the reason(s) the superintendent feels it is essential that the document should remain.
- 11.4 Material placed in the personnel record of an employee without conforming with provisions of this Agreement will not be used by the Board in any subsequent evaluation or disciplinary procedure involving the employee.

## **Article 12 — School Closure**

- 12.1 No employee will lose pay if classes are canceled because of snow or other school closure. However, the District may require employees to make up hours lost due to school closures.
- 12.2 An employee reporting for work on a scheduled workday who was not notified he/she need not report for work shall be compensated for two (2) hours of work at the employee's regular rate of pay, provided that the superintendent or designee has failed to issue a clear message via technology and/or media platforms by 5:30 a.m. MSDT that school will be closed.
- 12.3 If employees are required to report prior to the 5:30 a.m. broadcast and if an individual believes he/she is unable to safely report, the employee shall telephone his/her immediate supervisor, inform the supervisor of the conditions and request information as to whether or not the District is operating.

## **Article 13 — Discipline/Dismissal/Suspension**

- 13.1 An employee may not be disciplined except for just cause. Just cause in this contract means:
  - A. The employee is to be given timely written notice of the charges against him/her.



- B. All information forming the basis of the dismissal action will be made available to the employee upon the employee's request.
- C. There will be a thorough and fair investigation of the charges before any dismissal action is taken.
- D. The employee shall have the right to have a representative of his/her choice at any meeting called by and with a supervisor or the Board which the employee reasonably believes may result in discipline or dismissal. The employee may delay a meeting for a twenty-four (24) hour period of time in which to obtain representation.
- E. There must be substantial proof that an employee is guilty of the allegations.
- F. Upon request, the employee will be granted a hearing before the Board if the request is filed within fifteen (15) days of the dismissal.

### **13.2 Suspension**

Whenever the superintendent is of the opinion that immediate suspension of an employee is necessary, the superintendent may suspend an employee immediately. The employee's salary shall continue during the suspension period. However, within five (5) days after the suspension becomes effective, procedures for dismissal of the employee shall be commenced, the employee will be reinstated, or the suspension period will be extended. If the suspension period of the employee is extended, the superintendent will notify the Association in writing.

### **13.3 Verbal Reprimand/Criticism**

A verbal reprimand will be made in confidence and not in the presence of others. If an employee feels he/she must criticize his/her supervisor, the criticism will be made in confidence and not in the presence of others.

## **Article 14 — Probationary Period**

- 14.1 All new classified employees will serve a one hundred twenty (120) days worked probationary period and will be evaluated twice during the first year of employment with the District. The first evaluation will occur before or approximately midway through the probationary period. A probationary employee will be notified in writing prior to the completion of the one hundred twenty (120) days worked probationary period of his/her extension, termination or entitlement to regular employee status. If no such notice is given, regular employee status may be presumed at the completion of the one hundred twenty (120) days worked. The District will provide written notification of reasons for extending an employee's probationary period.

- 14.2 The District has the right to terminate new employees on probationary status for any reasons deemed sufficient by the District notwithstanding Article 13. Such probationary employees shall, upon request, have the right to appeal such termination to the Board under ORS 332.544.
- 14.3 Except for paid sick leave as required by statute, paid leaves will not be allowed during the probationary period. Unpaid emergency leave may be granted during the probationary period at the discretion of the superintendent or his designee.

### **Article 15—Holidays / Vacation**

- 15.1 A. Paid holidays for 12-month employees in the bargaining unit shall be:
- |                            |                                |
|----------------------------|--------------------------------|
| Memorial Day               | Thanksgiving Day               |
| Independence Day           | Day following Thanksgiving Day |
| Labor Day                  | Christmas Eve                  |
| Veterans Day               | Christmas Day                  |
| Martin Luther King Jr. Day | New Year's Day                 |
| Presidents' Day            |                                |
- Total: eleven (11) days
- B. Paid holidays for less-than-12-month employees in the bargaining unit shall be:
- |                            |                 |
|----------------------------|-----------------|
| Memorial Day               | Veterans Day    |
| Martin Luther King Jr. Day | Labor Day       |
| Thanksgiving Day           | Presidents' Day |
- Total: six (6) days
- C. Employees shall receive holiday pay if any of the holidays fall in their scheduled work year, but shall not receive holiday pay for holidays which occur during an individual's summer recess from the District.
- 15.2 Bargaining unit members shall be compensated for the holidays as though they had worked a regular schedule for the day. Holiday pay shall be calculated for each employee and added to his/her yearly gross salary projection. An employee required to work on the above-named holidays shall receive the overtime rate for all hours worked in addition to his/her regular holiday pay. Such overtime pay shall be added to the employee's paycheck in the month in which it is earned or, if "compensation time off" is mutually agreeable, such "comp time" shall be in accordance with the F.L.S.A. statutes.
- 15.3 All employees working on a 12-month basis are entitled to vacation. Employees hired prior to July 1, 1998 shall be entitled to ten (10) days of paid vacation annually. Employees hired prior to July 1, 1998 who have worked for ten (10) consecutive years or more in a 12-month position are entitled to fifteen (15) paid vacation days annually. Employees hired prior to July 1, 1998 who have worked fifteen (15) or more consecutive years in a 12-month position shall be entitled to twenty (20) days of paid vacation annually.

All employees working on a 12-month basis hired after July 1, 1998 shall be entitled to eight (8) days of paid vacation annually. Employees hired after July 1, 1998 who have worked for two (2) consecutive years or more in a 12-month position are entitled to ten (10) paid vacation days annually. Employees hired after July 1, 1998 who have worked ten (10) or more consecutive years in a 12-month position shall be entitled to fifteen (15) days of paid vacation annually. Employees hired after July 1, 1998 who have worked fifteen (15) or more consecutive years in a 12-month position shall be entitled to twenty (20) days of paid vacation annually.

All vacation earned is on an accrual basis. Vacation is earned between July 1 and June 30. Vacation during an employee's first year shall be prorated. For new employees, the period from the date of hire until June 30 of that year shall be counted as one full year for purposes of determining subsequent anniversary dates for longevity related to vacation. Vacation may not be used during the year it is earned except for those in their first year of employment who qualify. Employees may not use vacation in advance of the year in which it is eligible to be used. Under emergency circumstances the superintendent may allow vacation to be used in advance, however, such appeals shall be limited to one appeal during the term of employment. The employee will be allowed association representation when making the request for exception. The superintendent's decision is final with no further grievance or appeal allowed.

- 15.4 New employees may not use vacation time during the probation period but shall accrue vacation time for that period of work upon becoming a regular employee.
- 15.5 Unused vacation time may not be carried from one year to the next unless the superintendent and the employee's supervisor give written approval. Vacation time not used will be lost.
- 15.6 To avoid an inability to provide critical or adequate services to students, staff and/or patrons, vacation requests will be granted by the supervisor on a first come first serve basis. Vacation requests for the same day/s from multiple employees in a department may be granted at the supervisor's discretion.

## **Article 16 — Health and Safety**

The District shall identify appropriate training opportunities for employees who are in a position of needing to restrain students they are assigned to. An association member will be invited to serve on the District Safety Committee. Employees with concerns about health and safety issues, including issues regarding the supervision and assistance of high needs students, should present those concerns to the applicable supervisor and/or building principal. The supervisor and/or building principal, in consultation with the district, will evaluate potential solutions, which may include but are not limited to additional staff training, additional staff support or resources, and the identification of a safe place to appropriately support students with disruptive behaviors. Employees seeking clarification regarding state laws governing workplace safety should refer to ORS Chapter 654 and Oregon Administrative Rules Chapter 437.

## **Article 17 — Leaves**

Paid leaves will not be allowed during the probationary period. Unpaid emergency leave may be granted during the probationary period at the discretion of the superintendent or his designee.

### **17.1 Bereavement Leave**

Employees shall be granted paid bereavement leave as follows:

- A. In the event of the death of a spouse, child, mother, father, sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandfather, grandmother or grandchild, up to a maximum of five (5) days.
- B. In the event of the death of a relative (including in-laws) other than those in A, or a person living in the employee's household, up to a maximum of three (3) days may be granted upon approval of the superintendent.
- C. An employee may apply for a one (1) day leave without pay to attend the funeral of a friend after all other available leave has been exhausted. Requests shall not be unreasonably denied.

The district reserves the right to require verification of the need for bereavement leave. Misuse of bereavement leave in this provision will be subject to discipline.

### **17.2 Personal Leave**

Two (2) days' leave of absence for personal, legal, business, household or family matters which require an employee's absence during school hours shall be granted. Probationary employees will be granted these two (2) days at the conclusion of the 120 days worked probationary period. Notice to the employee's principal or other immediate supervisor for personal leave shall be made at least one (1) day before taking such leave (except in the case of an emergency). Said notice shall not state the reason for taking such leave other than that it is being taken under this section.

- A. Personal leave may be taken in one-half (1/2) shift increments for employees working seven (7) hours or more. Employees working less than seven (7) hours may not take personal leave in half-shift increments. Personal leave taken during the last five (5) student days will be at the discretion of the supervisor. This decision may be appealed to the superintendent.
- B. A personal leave day for bus drivers will be calculated by their scheduled work day with a four-hour day as a minimum. Bus drivers shall be allowed to take personal leave in half-shift increments of two or more hours.
- C. At the option of the employee, unused personal leave days may be reimbursed by the District at \$30/day for employees whose shifts are

seven (7) hours or more, and \$15/day for employees whose shifts are less than seven (7) hours. Personal leave days will only be reimbursed in full shift increments. Additionally, one (1) unused personal leave day may be rolled over into the next year. Only one (1) unused personal day shall be rolled over, and no fraction of an employee's unused personal day shall be rolled over. There is a three (3) day maximum of personal leave accrual per year in this manner.

### **17.3 Extended Leave**

A leave for an injury when such injury is job related shall be allowed for the total time the employee is unable to perform the duties of the District. Such leave shall be without compensation (accumulated sick leave may be used); however, an employee shall continue to receive all benefits provided by the Board, which shall be limited to negotiated insurance benefits for a period of six (6) months. Following that six (6) month period, if employees wish to continue the coverage, they must pay the premium. Participation is subject to the rules of the insurance carrier.

### **17.4 Family Illness**

Employees shall be able to use any or all accumulated sick leave days for an illness within the employee's immediate family. Immediate family shall be interpreted to mean an employee's spouse, children and parents. In the event of an emergency, an extension of this family illness leave shall be determined upon individual merit by the superintendent. Family medical leave will be administered in accordance with state and federal law.

### **17.5 Court Duty**

When an employee is required to attend jury duty or to serve as a subpoenaed witness before a court, legislative committee, judicial or quasi-judicial body, he/she will be continued at full salary for the period of the required service. Witness or jury fees shall be turned over to the District. The employee must, unless excused by the supervisor, report for work promptly after his/her required appearance has terminated. Such leave will be without pay if the employee is:

- A. Involved as a litigant or appearing as a party in interest to the proceeding;  
or
- B. Appearing as a representative of the Association; or
- C. Appearing on behalf of an action being taken against the District.

### **17.6 Sick Leave**

Sick leave is to be paid in accordance with state law. Such sick leave shall be credited to non-probationary employees on the first day of duty of the new school year. Probationary employees shall receive one (1) sick day per payroll month through the end of the 120 days worked probationary period. The remaining

balance of sick leave for the school year shall be credited to probationary employees on the 121<sup>st</sup> day worked.

Employees who leave employment with the district having used more leave than was earned at the time of separation shall have the value of the unearned leave time deducted from their final paycheck.

A sick leave bank shall be established with classified employees voluntarily participating by donating one (1) day of sick leave equal to the employee's base hours to the bank. The choice for participation for current employees must be made within thirty (30) days of ratification of this Agreement or when the bank is exhausted. Only employees who donate can use the bank. Sick leave bank hours shall only be used by bargaining unit members who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to injury or illness that is life threatening and/or that requires hospitalization of five (5) days or more. Sick leave days may be withdrawn from the bank only after all available leave has been used. Sick leave bank hours to be paid will equal base hours in a day. Sick leave days withdrawn are limited to twenty (20) days per person.

Should an employee be denied use of the sick bank and feels their circumstance meets the intent of the bank, an appeal can be made to the superintendent. The superintendent will consult with the association president in considering such appeal.

#### **17.7 Leave without Pay**

An employee shall be allowed leave without pay upon request and with the approval of the superintendent for duration of not more than twelve (12) months. An employee on leave without pay shall, at the end of such leave, be returned to his/her position or a substantially comparable position that was held prior to the leave. Increases in compensation that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave, except that the time the employee was on leave shall not be applied toward a longevity increase. Employees shall not be denied leave if such leave is requested for maternity reasons.

- A. The intent of the leave without pay clause is to allow members of the bargaining unit to take extended leaves not covered by other leaves addressed in the contract. Examples might be: an employee who needed to be gone from work for three (3) weeks for maternity leave, or an employee who wanted to take a year's leave to complete an educational or training program. Another example would be the employee who needed six months or more of leave to care for an ailing relative.
- B. Unpaid leaves for reasons not covered elsewhere in this article may be granted for up to three days, noncumulative, per year under the following conditions:

1. May be granted at the discretion of the employee's supervisor with approval of the superintendent. Appeal of denied requests may be made to the superintendent. There is no right to appeal or grievance beyond the superintendent.
  2. May be granted only after all discretionary leaves, such as personal and vacation, have been used.
- C. Long-term leaves under this article must be applied for through the superintendent. Salary and related benefits, such as insurance, will be reduced in proportion to the amount of time the employee is absent from active duty.

#### **17.8 Parental Leave**

Parental leave will be administered in accordance with state and federal law.

#### **17.9 Workshops/Conferences**

The District and the Association will work together to increase training opportunities for classified staff through programs designed to improve the quality of service to the District and are job related. Staff may apply for professional leave to the District to build job-related skills and abilities. Such leave may include paid or unpaid and/or reimbursement for workshops or conference fees at the sole discretion of the District.

### **Article 18 — Salary Compensation**

#### **18.1**

- A. For the 2021-2025 work years, employees will be compensated in accordance with Appendix A 2021-2025 Wage Schedule, which by this reference is incorporated into and made a part of this Agreement. Salaries for 2021-2022 will be increased 3.5% from the 2020-2021 schedule beginning with the July 2021 payroll cycle. Salaries for 2022-2023 will be increased 2.6% from the 2021-2022 schedule beginning with the July 2022 payroll cycle. Salaries for 2023-2024 will be increased 2.6% from the 2022-2023 schedule beginning with the July 2023 payroll cycle. Salaries for 2024-2025 will be increased 2.6% from the 2023-2024 schedule beginning with the July 2024 payroll cycle.
- B. For 2021-2025, step increase for those eligible.

#### **18.2 Salaries**

Salaries for employees scheduled to work twelve months of the year shall be calculated in the following manner: the employee's hourly wage x hours per day worked x days worked per year, then the total amount shall be divided into equal monthly payments on a July through June year.

Salaries for employees scheduled to work less than twelve months of the year shall be calculated in the following manner: the employee's hourly wage x hours per day worked x days worked per year on a July through June year, then the total amount shall be divided into equal monthly payments on a September through August year.

Grandfather provision. Instead of the above, less than twelve month members of the bargaining unit who were hired prior to March 12, 2002, will have an option to be paid in the following manner: Annual salary will be calculated by multiplying the employee's hourly wage x hours per day worked x days worked per year on a July through June year, then the total amount shall be divided into twelve equal monthly payments with one payment each month September through May and the remaining payments made on the year's final day of employment. Once an employee elects the September through August option this grandfather provision will no longer be available to the employee.

### **18.3 Longevity Pay**

For employees with twenty (20) or more consecutive years of service with the District as of July 1, a stipend in the amount of \$400 will be paid out in a separate check in the month of December each year.

### **18.4 Salary Placement**

Employees hired on or before February 1, will receive the negotiated step increase July 1. Employees hired after February 1, will not receive the negotiated step increase July 1, and will remain at their current step until the following July 1. Subsequent step increases will occur on July 1 of subsequent years with the above method used to determine step placement. Hiring date is defined as the date the employee actually starts work, but does not include substitute time. The district retains the right to initially place an employee on a higher step at the sole discretion of the superintendent or his/her designee.

### **18.5 Assignments for Drivers**

#### Trip Drivers

Trips will be offered to trip drivers. The District will offer trips to trip drivers using the rotation system. However, if there are more trips than what trip drivers can manage or the District cannot offer a trip to any of the trip drivers without incurring overtime, the District may offer trips to regular route drivers or substitute drivers at the supervisor's discretion.

#### Route Drivers

- A. Management shall establish route times annually within the first four (4) weeks of the start of each school year.



- B. The District shall offer the routes by longest route time to the most senior transportation employees. Drivers may choose a shorter route time with management agreement.
- C. If during the first half of the school year a route changes in time one hour or more, route times will be reposted for the second semester.
- D. Each route will have a minimum route time of four (4) hours. Two hours for the AM route and two hours for the PM route.
- E. Summer school will also be run according to regular route drivers' seniority. Route time will be established as stated in annual routes. Each route will have a minimum route time of four (4) hours. Two hours for the AM route and two hours for the PM route.

#### **18.6 Bus Driver Training**

Drivers attending training shall be entitled to their regular rate of pay.

#### **18.7 IRS 125-B Plan**

The District shall establish an IRS 125B plan for employees who wish to participate. A one-time set-up fee shall be paid by the District. The monthly user fee shall be paid by participating employees.

#### **18.8 Promotion**

Changes in position involving new duties with greater responsibilities shall be accomplished by moving the affected employee to the comparable salary step in the new salary range which provides a salary one (1) step higher than he/she was receiving prior to the change or the first step on the new salary range, whichever is greater. An additional step may be granted at the request of the Director of Personnel with the recommendation of the immediate supervisor.

#### **18.9 Working out of Range**

An employee temporarily assigned by the District to replace an absent employee who is in a higher classification shall be considered acting out of classification. Said employee shall be entitled to the rate of pay that is the comparable step in the new classification range which provides a salary one (1) step higher than the salary he/she was receiving prior to the assignment, or the rate of the first step of the new classification range, whichever is greater, from the first day of the assignment.

#### **18.10 Transfer to a Lower Classification**

**Voluntary:** An employee voluntarily transferred to a lower classification shall be placed on the proper range and the corresponding step to which the employee's years of experience in the District qualifies said employee. Prior to a voluntary transfer, the employee shall meet with the Director of Finance and be notified of

the range and salary of the classification to which he/she will be assigned. The Director of Finance will confirm the employee's decision to voluntarily transfer to a lower classification and obtain the employee's signature attesting the request.

**Involuntary:** An employee involuntarily transferred to a lower classification shall be paid at the same rate of compensation as he/she received in the higher classification until the scheduled rate of compensation for the employee's lower classification equals or exceeds the employee's rate then being received. The employee will thereafter receive the compensation prescribed for his/her lower classification according to the provision of this Agreement. An employee who is involuntarily transferred to a lower classification for disciplinary reasons shall not be allowed the higher rate under this clause but shall receive the rate which corresponds to the lower level.

#### **18.11 Mileage and Per Diem Allowances**

The Board shall pay employees a car allowance and per diem (food and lodging) at the Board's established rate for all authorized District business.

#### **18.12 PERS Pickup**

For the duration of this Agreement, the employee contribution (up to six percent [6%]) shall be "picked-up" or paid by the District on behalf of employees pursuant to this Agreement and shall be considered as "salary" in accordance with state law for the purpose of computing an employee member's "final average salary" as prescribed by state law, but shall not be considered "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to state law. Such "picked-up" or paid, employee contributions shall be considered to be employee contributions for the purpose of satisfying state law requirements.

- 18.13 Employees working in two (2) different job classifications will be limited to working eight (8) hours per day. Any work time beyond eight (8) hours in one (1) day must be authorized by the supervisor or superintendent.

### **Article 19 — Insurance Compensation**

#### **19.1 Insurance Plans and Carriers**

The District retains the sole discretion to determine the insurance plans and carriers.

The parties will establish a joint committee on insurance with three (3) members appointed by the Association and three (3) members appointed by the District. The committee purposes shall include: (1) evaluation of the current medical, dental, and vision insurance plans and their costs, and (2) recommendations to the District and Association.

## 19.2 2021-2025 Insurance Contribution

Beginning with the September 2021 payroll cycle, the District will contribute \$1,240 per month toward an eligible employee's insurance. Beginning with the September 2022 payroll cycle, the District will contribute \$1,260 per month toward an eligible employee's insurance. Beginning with the September 2023 payroll cycle, the District will contribute \$1,280 per month toward an eligible employee's insurance. Beginning with the September 2024 payroll cycle, the District will contribute \$1,300 per month toward an eligible employee's insurance.

An eligible employee is one who is scheduled to work a minimum of one thousand two hundred and thirty-two (1,232) hours per school year for at least 165 days in a regular school year. An exception to this rule can occur in a year which the district declares an economic shortfall and reduces the number of days for all district employees. Employees who may fall below the 165 work days because of furlough days taken will still be eligible for insurance.

In addition, the District will contribute the full aforementioned insurance cap per month for the duration of this 2021-2025 agreement beginning with the September 2021 payroll cycle toward bus and trip drivers' insurance who work at least four and a quarter hours (4.25) but less than seven and a half (7.5) hours per day. Hours per day regularly scheduled to work is defined as the regular hours per day calculated by the district by September 15 of each year and will not be changed during the year unless the employee's regularly scheduled work time changes by at least one hour per day.

Employee overtime, additional hours, and temporary assignments will not be considered in determining eligibility for insurance.

If an employee's monthly insurance cost exceeds the District's monthly contribution, the employee shall pay the difference through automatic monthly payroll deductions.

- 19.3 In 2021-2025, the District will contribute the difference between the negotiated cap and the total premium cost of medical/dental/vision plans for employees who elect to participate in an OEGB HSA compatible plan during the 2021-2025 plan years open enrollment period.

HSA contributions will be calculated based on the IRS limits and maximums in effect on October 1 of each plan year. The District will calculate the annual HSA contribution as follows:

October 1:	Negotiated Cap
Less:	Premiums for plans selected
Equals:	Annual HSA contribution
Divided by:	12 pay periods
Equals:	Monthly HSA contribution

HSA contributions will be subject to application laws, limitations, maximums and regulations.

- 19.4 For an employee who terminates or goes on a leave of absence, other than that which is outlined in Section 17.7, insurance benefits shall be effective through the calendar month following the effective date of the termination or leave of absence.
- 19.5 The insurance contract year shall run from October 1 to September 30 of the following calendar year. Employees newly hired shall be eligible for enrollment in the insurance program upon acceptance of written application by the insurance carrier on the first day of the month following the month work commenced.
- 19.6 Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Employees who complete their contract obligations for the full contract year shall have benefits terminated on September 30. Employees may elect to continue insurance coverage in accordance with federal law at their own expense.
- 19.7 When a bargaining unit member is covered under insurance by a spouse who is also a bargaining unit member he/she may elect the following: If one spouse elects to opt out of coverage, the spouse who retains the insurance coverage shall have his/her spouse's District contribution applied to his/her covered out-of-pocket insurance expenditure. Any money remaining shall remain with the District. Upon agreement by other labor groups in the District when an employee of the District is covered under insurance by a spouse who is also an employee of the District he/she may elect the following: If one spouse elects to opt out of coverage, the spouse who retains the insurance coverage shall have his/her spouse's District contribution applied to his/her covered out-of-pocket insurance expenditure. Any money remaining shall remain with the District.

## **Article 20 — Employee Protection Related to Communicable Diseases**

- 20.1 The District agrees to adhere to applicable laws and administrative rules of the Oregon Health Division regarding communicable diseases.
- 20.2 The District agrees it will not discriminate against disabled employees and will reasonably accommodate an individual's disability.
- 20.3 The employer will adhere to ORS 433.045 concerning blood tests.
- 20.4 Information regarding an employee's disability will be maintained in the strictest confidence.
- 20.5 The District shall offer yearly inservice to employees on precautionary and cleanup procedures relating to communicable diseases.

## **Article 21 — Concerted Activities**

The Association and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action or discharge may be taken by the District against any employee or employees engaged in a violation of this paragraph.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in the paragraph above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.

The District agrees in the event of a strike by other district employees that it will not illegally lockout the classified personnel covered by this contract.

## **Article 22 — Terms of Agreement**

### **22.1 Duration**

The terms of this Agreement shall begin on the date it is signed by the parties and it shall end on June 30, 2025.

### **22.2 Separability**

In the event that any word(s) or section(s) of this Agreement shall at any time be declared invalid by any court of competent jurisdiction by statute or constitutional amendment, such decision or law shall apply only to the specific word(s) or section(s) directly specified in the decision, statute, or constitutional amendment. The entire Agreement shall not be invalidated, it being the express intention of the parties that all other language not declared or found invalid shall remain in full force and effect. If such a decision, statute or constitutional amendment does invalidate any section(s) or word(s) of this Agreement, then upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such language. The parties also will enter into negotiations upon the request of either party if either party is unable to perform to the terms of this Agreement. Negotiations will be limited to the specific article(s), section(s), or portion(s) the party is unable to perform. Any changes in the Agreement are subject to mutual approval of the Association and the District.

### **22.3 Funding**

The District and the Association recognize and agree that the terms of this Agreement are contingent on the District having adequate revenues from

sources including local property taxes, the State of Oregon, and grants and contracts from governments and private sources. When, in the District's judgment, the economic provisions of this Agreement cannot be performed the District may in its discretion reopen negotiations on the direct and indirect monetary benefits in this Agreement.

#### **22.4 Entire Agreement**

This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. No prior oral or written past practices, agreements, procedures, traditions, and rules or regulations shall continue or be controlling. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association.

#### **22.5 Negotiations of Successor Agreement**

The parties agree to begin negotiations for a successor agreement no later than May 1, 2025. The parties agree to review insurance premium increases each May of this agreement and determine if premium increases warrant additional bargaining to reallocate compensation in years two through four of the agreement. Should the Association determine that a reallocation of compensation in years two through four is needed, negotiations for that purpose will begin no later than May 1<sup>st</sup>.

#### **22.6 Ratification**

This Agreement was ratified by the Association on July 14, 2021 and by the Board on July 26, 2021.

#### **22.7 Execution**

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_  
OSEA Chapter #23 President

\_\_\_\_\_  
School District 8C Board Chair

**APPENDIX A**  
**Ontario School District**  
**Classified Salary Schedule 2021-22**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16 +
Secretary I	12.21	12.40	12.71	13.01	13.44	14.52	14.52	14.52	14.52	14.52	15.15	15.15	15.15	15.15	15.15	15.41
Secretary II	14.07	14.28	14.65	15.00	15.50	16.73	16.73	16.73	16.73	16.73	17.45	17.45	17.45	17.45	17.45	17.75
Secretary III/Transportation Assistant	14.80	15.02	15.40	15.78	16.29	17.61	17.61	17.61	17.61	17.61	18.35	18.35	18.35	18.35	18.35	18.67
Bookkeeper	14.80	15.02	15.40	15.78	16.29	17.61	17.61	17.61	17.61	17.61	18.35	18.35	18.35	18.35	18.35	18.67
Instructional/Library Assistant	13.46	13.65	14.00	14.35	14.81	16.00	16.00	16.00	16.00	16.00	16.69	16.69	16.69	16.69	16.69	16.98
Testing Coordinator	14.24	14.45	14.81	15.18	15.67	16.94	16.94	16.94	16.94	16.94	17.66	17.66	17.66	17.66	17.66	17.97
Parent Involvement Coord (PIC)	14.24	14.45	14.81	15.18	15.67	16.94	16.94	16.94	16.94	16.94	17.66	17.66	17.66	17.66	17.66	17.97
Migrant Recruiter	18.18	18.46	18.92	19.39	20.02	21.62	21.62	21.62	21.62	21.62	22.55	22.55	22.55	22.55	22.55	22.94
Assistant Cook	12.00	12.15	12.46	12.77	13.19	14.24	14.24	14.24	14.24	14.24	14.86	14.86	14.86	14.86	14.86	15.11
Head Cook	13.75	13.96	14.32	14.68	15.14	16.37	16.37	16.37	16.37	16.37	17.07	17.07	17.07	17.07	17.07	17.37
Mechanic I	14.99	15.21	15.60	15.98	16.50	17.83	17.83	17.83	17.83	17.83	18.60	18.60	18.60	18.60	18.60	18.92
Mechanic II	17.28	17.53	17.97	18.42	19.02	20.54	20.54	20.54	20.54	20.54	21.42	21.42	21.42	21.42	21.42	21.80
Mechanic III	18.98	19.26	19.74	20.23	20.90	22.57	22.57	22.57	22.57	22.57	23.54	23.54	23.54	23.54	23.54	23.95
Maintenance I	16.63	16.89	17.31	17.75	18.32	19.79	19.79	19.79	19.79	20.38	20.64	20.64	20.64	20.64	20.64	21.00
Maintenance II	17.28	17.53	17.97	18.42	19.02	20.54	20.54	20.54	20.54	20.54	21.42	21.42	21.42	21.42	21.42	21.80
Maintenance III	18.41	18.69	19.15	19.63	20.27	21.89	21.89	21.89	21.89	21.89	22.83	22.83	22.83	22.83	22.83	23.23
Grounds I	14.99	15.21	15.60	15.98	16.50	17.83	17.83	17.83	17.83	17.83	18.60	18.60	18.60	18.60	18.60	18.92
Grounds II	17.43	17.68	18.13	18.58	19.18	20.73	20.73	20.73	20.73	20.73	21.61	21.61	21.61	21.61	21.61	21.98
Custodian I	14.49	14.71	15.08	15.46	15.96	17.24	17.24	17.24	17.24	17.24	17.98	17.98	17.98	17.98	17.98	18.29
Custodian II	16.63	16.89	17.31	17.75	18.32	19.79	19.79	19.79	19.79	19.79	20.64	20.64	20.64	20.64	20.64	21.00
Warehousemen	15.10	15.32	15.70	16.09	16.61	17.95	17.95	17.95	17.95	17.95	18.72	18.72	18.72	18.72	18.72	19.04
Laundry	12.00	12.00	12.00	12.35	12.74	13.77	13.77	13.77	13.77	13.77	14.35	14.35	14.35	14.35	14.35	14.61
Transportation/Trip Driver	16.81	17.07	17.48	17.93	18.51	20.00	20.00	20.00	20.00	20.00	20.84	20.84	20.84	20.84	20.84	21.21
Driver Layover	12.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technology Specialist I	14.07	14.28	14.65	15.00	15.50	16.73	16.73	16.73	16.73	16.73	17.45	17.45	17.45	17.45	17.45	17.75
Technology Specialist II	18.15	18.42	18.88	19.36	19.99	21.59	21.59	21.59	21.59	21.59	22.52	22.52	22.52	22.52	22.52	22.90
Technology Specialist III	20.58	20.88	21.41	21.94	22.65	24.47	24.47	24.47	24.47	24.47	25.52	25.52	25.52	25.52	25.52	25.97
Technology Systems Analyst	24.84	25.21	25.85	26.48	27.35	29.53	29.53	29.53	29.53	29.53	30.81	30.81	30.81	30.81	30.81	31.34
Speech & Lang Assistant	15.94	16.18	16.58	17.00	17.56	18.96	18.96	18.96	18.96	18.96	19.77	19.77	19.77	19.77	19.77	20.13
Homeless Liaison/Dist PIC	18.18	18.46	18.92	19.39	20.02	21.62	21.62	21.62	21.62	21.62	22.55	22.55	22.55	22.55	22.55	22.94
Graduation Specialist	18.18	18.46	18.92	19.39	20.02	21.62	21.62	21.62	21.62	21.62	22.55	22.55	22.55	22.55	22.55	22.94
Purchasing Agent	19.29	19.59	20.08	20.58	21.25	22.95	22.95	22.95	22.95	22.95	23.93	23.93	23.93	23.93	23.93	24.35
School Readiness Specialist	18.18	18.46	18.92	19.39	20.02	21.62	21.62	21.62	21.62	21.62	22.55	22.55	22.55	22.55	22.55	22.94



# APPENDIX A

## Ontario School District Classified Salary Schedule 2022-23

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16 +
Secretary I	13.53	13.72	14.04	14.35	14.79	15.90	15.90	15.90	15.90	15.90	16.54	16.54	16.54	16.54	16.54	16.81
Secretary II	15.44	15.66	16.03	16.39	16.90	18.17	18.17	18.17	18.17	18.17	18.91	18.91	18.91	18.91	18.91	19.21
Secretary III	16.19	16.41	16.80	17.20	17.72	19.06	19.06	19.06	19.06	19.06	19.83	19.83	19.83	19.83	19.83	20.16
Bookkeeper	16.19	16.41	16.80	17.20	17.72	19.06	19.06	19.06	19.06	19.06	19.83	19.83	19.83	19.83	19.83	20.16
Instructional/Library Assistant	14.81	15.01	15.36	15.72	16.20	17.42	17.42	17.42	17.42	17.42	18.13	18.13	18.13	18.13	18.13	18.42
Testing Coordinator	15.61	15.82	16.20	16.57	17.08	18.38	18.38	18.38	18.38	18.38	19.12	19.12	19.12	19.12	19.12	19.44
Parent Involvement Coord (PIC)	15.61	15.82	16.20	16.57	17.08	18.38	18.38	18.38	18.38	18.38	19.12	19.12	19.12	19.12	19.12	19.44
Migrant Recruiter	18.65	18.94	19.41	19.90	20.54	22.18	22.18	22.18	22.18	22.18	23.14	23.14	23.14	23.14	23.14	23.54
Assistant Cook	14.00	14.00	14.29	14.60	15.03	16.11	16.11	16.11	16.11	16.11	16.74	16.74	16.74	16.74	16.74	17.00
Head Cook	17.61	17.83	18.19	18.56	19.04	20.29	20.29	20.29	20.29	20.29	21.02	21.02	21.02	21.02	21.02	21.32
Mechanic I	18.38	18.61	19.00	19.40	19.93	21.29	21.29	21.29	21.29	21.29	22.08	22.08	22.08	22.08	22.08	22.41
Mechanic II	20.72	20.98	21.44	21.90	22.51	24.07	24.07	24.07	24.07	24.07	24.98	24.98	24.98	24.98	24.98	25.37
Mechanic III	22.47	22.76	23.25	23.76	24.44	26.16	26.16	26.16	26.16	26.16	27.15	27.15	27.15	27.15	27.15	27.57
Maintenance I	17.07	17.33	17.76	18.21	18.80	20.30	20.30	20.30	20.30	20.30	21.17	21.17	21.17	21.17	21.17	21.55
Maintenance II	17.72	17.98	18.44	18.90	19.51	21.07	21.07	21.07	21.07	21.07	21.98	21.98	21.98	21.98	21.98	22.37
Maintenance III	18.89	19.17	19.65	20.14	20.79	22.46	22.46	22.46	22.46	22.46	23.43	23.43	23.43	23.43	23.43	23.84
Grounds I	15.38	15.61	16.00	16.40	16.93	18.29	18.29	18.29	18.29	18.29	19.08	19.08	19.08	19.08	19.08	19.41
Grounds II	17.88	18.14	18.60	19.06	19.68	21.27	21.27	21.27	21.27	21.27	22.17	22.17	22.17	22.17	22.17	22.55
Custodian I	14.87	15.10	15.47	15.87	16.38	17.69	17.69	17.69	17.69	17.69	18.45	18.45	18.45	18.45	18.45	18.77
Custodian II	17.07	17.33	17.76	18.21	18.80	20.30	20.30	20.30	20.30	20.30	21.17	21.17	21.17	21.17	21.17	21.55
Warehousemen	15.49	15.72	16.10	16.51	17.04	18.42	18.42	18.42	18.42	18.42	19.21	19.21	19.21	19.21	19.21	19.54
Laundry	12.50	12.50	12.50	12.67	13.07	14.12	14.12	14.12	14.12	14.12	14.72	14.72	14.72	14.72	14.72	14.99
Transportation/Trip Driver	20.25	20.51	20.94	21.39	21.99	23.52	23.52	23.52	23.52	23.52	24.38	24.38	24.38	24.38	24.38	24.76
Driver Layover	12.50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technology Specialist I	17.33	17.59	18.03	18.47	19.08	20.60	20.60	20.60	20.60	20.60	21.49	21.49	21.49	21.49	21.49	21.85
Technology Specialist II	22.34	22.68	23.24	23.84	24.61	26.58	26.58	26.58	26.58	26.58	27.72	27.72	27.72	27.72	27.72	28.19
Technology Specialist III	25.33	25.71	26.35	27.01	27.89	30.12	30.12	30.12	30.12	30.12	31.42	31.42	31.42	31.42	31.42	31.97
Technology Systems Analyst	30.58	31.04	31.83	32.60	33.68	36.36	36.36	36.36	36.36	36.36	37.93	37.93	37.93	37.93	37.93	38.58
Speech & Lang Assistant	16.35	16.60	17.01	17.44	18.02	19.45	19.45	19.45	19.45	19.45	20.29	20.29	20.29	20.29	20.29	20.65
Homeless Liaison/Dist PIC	18.65	18.94	19.41	19.90	20.54	22.18	22.18	22.18	22.18	22.18	23.14	23.14	23.14	23.14	23.14	23.54
Graduation Specialist	18.65	18.94	19.41	19.90	20.54	22.18	22.18	22.18	22.18	22.18	23.14	23.14	23.14	23.14	23.14	23.54
School Readiness Specialist	18.65	18.94	19.41	19.90	20.54	22.18	22.18	22.18	22.18	22.18	23.14	23.14	23.14	23.14	23.14	23.54



**APPENDIX A**  
**Ontario School District**  
**Classified Salary Schedule 2023-24**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16 +
Secretary I	13.88	14.08	14.40	14.73	15.18	16.31	16.31	16.31	16.31	16.31	16.97	16.97	16.97	16.97	16.97	17.25
Secretary II	15.84	16.06	16.45	16.82	17.34	18.64	18.64	18.64	18.64	18.64	19.40	19.40	19.40	19.40	19.40	19.71
Secretary III	16.61	16.84	17.24	17.64	18.18	19.56	19.56	19.56	19.56	19.56	20.34	20.34	20.34	20.34	20.34	20.68
Bookkeeper	16.61	16.84	17.24	17.64	18.18	19.56	19.56	19.56	19.56	19.56	20.34	20.34	20.34	20.34	20.34	20.68
Instructional/Library Assistant	15.19	15.40	15.76	16.13	16.62	17.87	17.87	17.87	17.87	17.87	18.60	18.60	18.60	18.60	18.60	18.90
Testing Coordinator	16.02	16.24	16.62	17.00	17.53	18.86	18.86	18.86	18.86	18.86	19.61	19.61	19.61	19.61	19.61	19.94
Parent Involvement Coord (PIC)	16.02	16.24	16.62	17.00	17.53	18.86	18.86	18.86	18.86	18.86	19.61	19.61	19.61	19.61	19.61	19.94
Migrant Recruiter	19.14	19.43	19.92	20.42	21.08	22.76	22.76	22.76	22.76	22.76	23.74	23.74	23.74	23.74	23.74	24.15
Assistant Cook	14.36	14.36	14.66	14.98	15.42	16.53	16.53	16.53	16.53	16.53	17.18	17.18	17.18	17.18	17.18	17.44
Head Cook	18.07	18.29	18.66	19.05	19.53	20.82	20.82	20.82	20.82	20.82	21.56	21.56	21.56	21.56	21.56	21.87
Mechanic I	18.86	19.09	19.50	19.90	20.45	21.84	21.84	21.84	21.84	21.84	22.65	22.65	22.65	22.65	22.65	23.00
Mechanic II	21.26	21.53	22.00	22.47	23.10	24.70	24.70	24.70	24.70	24.70	25.63	25.63	25.63	25.63	25.63	26.03
Mechanic III	23.05	23.35	23.85	24.38	25.07	26.84	26.84	26.84	26.84	26.84	27.86	27.86	27.86	27.86	27.86	28.29
Maintenance I	17.51	17.78	18.22	18.68	19.29	20.83	20.83	20.83	20.83	20.83	21.72	21.72	21.72	21.72	21.72	22.11
Maintenance II	18.19	18.45	18.92	19.39	20.02	21.62	21.62	21.62	21.62	21.62	22.55	22.55	22.55	22.55	22.55	22.95
Maintenance III	19.38	19.67	20.16	20.66	21.33	23.04	23.04	23.04	23.04	23.04	24.03	24.03	24.03	24.03	24.03	24.46
Grounds I	15.78	16.01	16.42	16.83	17.37	18.77	18.77	18.77	18.77	18.77	19.58	19.58	19.58	19.58	19.58	19.92
Grounds II	18.35	18.62	19.08	19.56	20.20	21.82	21.82	21.82	21.82	21.82	22.75	22.75	22.75	22.75	22.75	23.14
Custodian I	15.26	15.49	15.87	16.28	16.80	18.15	18.15	18.15	18.15	18.15	18.93	18.93	18.93	18.93	18.93	19.26
Custodian II	17.51	17.78	18.22	18.68	19.29	20.83	20.83	20.83	20.83	20.83	21.72	21.72	21.72	21.72	21.72	22.11
Warehousemen	15.90	16.13	16.52	16.94	17.49	18.89	18.89	18.89	18.89	18.89	19.71	19.71	19.71	19.71	19.71	20.05
Laundry	12.83	12.83	12.83	13.00	13.41	14.49	14.49	14.49	14.49	14.49	15.11	15.11	15.11	15.11	15.11	15.38
Transportation/Trip Driver	20.78	21.04	21.48	21.95	22.56	24.13	24.13	24.13	24.13	24.13	25.01	25.01	25.01	25.01	25.01	25.41
Driver Layover	12.83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technology Specialist I	17.78	18.04	18.50	18.95	19.58	21.14	21.14	21.14	21.14	21.14	22.05	22.05	22.05	22.05	22.05	22.42
Technology Specialist II	22.92	23.27	23.84	24.46	25.25	27.27	27.27	27.27	27.27	27.27	28.45	28.45	28.45	28.45	28.45	28.93
Technology Specialist III	25.99	26.38	27.04	27.72	28.62	30.91	30.91	30.91	30.91	30.91	32.24	32.24	32.24	32.24	32.24	32.80
Technology Systems Analyst	31.37	31.85	32.66	33.45	34.55	37.31	37.31	37.31	37.31	37.31	38.92	38.92	38.92	38.92	38.92	39.58
Speech & Lang Assistant	16.78	17.03	17.45	17.89	18.49	19.95	19.95	19.95	19.95	19.95	20.82	20.82	20.82	20.82	20.82	21.19
Homeless Liaison/Dist PIC	19.14	19.43	19.92	20.42	21.08	22.76	22.76	22.76	22.76	22.76	23.74	23.74	23.74	23.74	23.74	24.15
Graduation Specialist	19.14	19.43	19.92	20.42	21.08	22.76	22.76	22.76	22.76	22.76	23.74	23.74	23.74	23.74	23.74	24.15
School Readiness Specialist	19.14	19.43	19.92	20.42	21.08	22.76	22.76	22.76	22.76	22.76	23.74	23.74	23.74	23.74	23.74	24.15

# APPENDIX A

## Ontario School District Classified Salary Schedule 2024-25

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16 +
Secretary I	14.24	14.44	14.77	15.11	15.57	16.73	16.73	16.73	16.73	16.73	17.41	17.41	17.41	17.41	17.41	17.70
Secretary II	16.25	16.48	16.87	17.25	17.79	19.12	19.12	19.12	19.12	19.12	19.90	19.90	19.90	19.90	19.90	20.22
Secretary III	17.04	17.28	17.68	18.10	18.65	20.07	20.07	20.07	20.07	20.07	20.87	20.87	20.87	20.87	20.87	21.22
Bookkeeper	17.04	17.28	17.68	18.10	18.65	20.07	20.07	20.07	20.07	20.07	20.87	20.87	20.87	20.87	20.87	21.22
Instructional/Library Assistant	15.59	15.80	16.17	16.55	17.05	18.33	18.33	18.33	18.33	18.33	19.08	19.08	19.08	19.08	19.08	19.39
Testing Coordinator	16.43	16.66	17.05	17.45	17.98	19.35	19.35	19.35	19.35	19.35	20.12	20.12	20.12	20.12	20.12	20.46
Parent Involvement Coord (PIC)	16.43	16.66	17.05	17.45	17.98	19.35	19.35	19.35	19.35	19.35	20.12	20.12	20.12	20.12	20.12	20.46
Migrant Recruiter	19.64	19.93	20.43	20.95	21.63	23.35	23.35	23.35	23.35	23.35	24.36	24.36	24.36	24.36	24.36	24.78
Assistant Cook	14.74	14.74	15.04	15.37	15.83	16.96	16.96	16.96	16.96	16.96	17.62	17.62	17.62	17.62	17.62	17.90
Head Cook	18.54	18.77	19.15	19.54	20.04	21.36	21.36	21.36	21.36	21.36	22.12	22.12	22.12	22.12	22.12	22.44
Mechanic I	19.35	19.59	20.00	20.42	20.98	22.41	22.41	22.41	22.41	22.41	23.24	23.24	23.24	23.24	23.24	23.59
Mechanic II	21.82	22.09	22.57	23.06	23.70	25.34	25.34	25.34	25.34	25.34	26.29	26.29	26.29	26.29	26.29	26.71
Mechanic III	23.65	23.96	24.47	25.01	25.73	27.54	27.54	27.54	27.54	27.54	28.58	28.58	28.58	28.58	28.58	29.02
Maintenance I	17.97	18.24	18.69	19.17	19.79	21.37	21.37	21.37	21.37	21.37	22.29	22.29	22.29	22.29	22.29	22.68
Maintenance II	18.66	18.93	19.41	19.90	20.54	22.18	22.18	22.18	22.18	22.18	23.14	23.14	23.14	23.14	23.14	23.55
Maintenance III	19.89	20.18	20.68	21.20	21.89	23.64	23.64	23.64	23.64	23.64	24.66	24.66	24.66	24.66	24.66	25.09
Grounds I	16.19	16.43	16.85	17.26	17.82	19.25	19.25	19.25	19.25	19.25	20.09	20.09	20.09	20.09	20.09	20.43
Grounds II	18.82	19.10	19.58	20.06	20.72	22.39	22.39	22.39	22.39	22.39	23.34	23.34	23.34	23.34	23.34	23.74
Custodian I	15.65	15.89	16.29	16.70	17.24	18.62	18.62	18.62	18.62	18.62	19.42	19.42	19.42	19.42	19.42	19.76
Custodian II	17.97	18.24	18.69	19.17	19.79	21.37	21.37	21.37	21.37	21.37	22.29	22.29	22.29	22.29	22.29	22.68
Warehousemen	16.31	16.55	16.95	17.38	17.94	19.39	19.39	19.39	19.39	19.39	20.22	20.22	20.22	20.22	20.22	20.57
Laundry	13.16	13.16	13.16	13.34	13.76	14.87	14.87	14.87	14.87	14.87	15.50	15.50	15.50	15.50	15.50	15.78
Transportation/Trip Driver	21.32	21.59	22.04	22.52	23.15	24.75	24.75	24.75	24.75	24.75	25.66	25.66	25.66	25.66	25.66	26.07
Driver Layover	13.16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technology Specialist I	18.24	18.51	18.98	19.44	20.09	21.69	21.69	21.69	21.69	21.69	22.62	22.62	22.62	22.62	22.62	23.00
Technology Specialist II	23.52	23.88	24.46	25.09	25.91	27.98	27.98	27.98	27.98	27.98	29.19	29.19	29.19	29.19	29.19	29.68
Technology Specialist III	26.67	27.07	27.74	28.44	29.36	31.71	31.71	31.71	31.71	31.71	33.07	33.07	33.07	33.07	33.07	33.65
Technology Systems Analyst	32.19	32.68	33.51	34.32	35.45	38.28	38.28	38.28	38.28	38.28	39.93	39.93	39.93	39.93	39.93	40.61
Speech & Lang Assistant	17.22	17.48	17.91	18.36	18.97	20.47	20.47	20.47	20.47	20.47	21.36	21.36	21.36	21.36	21.36	21.74
Homeless Liaison/Dist PIC	19.64	19.93	20.43	20.95	21.63	23.35	23.35	23.35	23.35	23.35	24.36	24.36	24.36	24.36	24.36	24.78
Graduation Specialist	19.64	19.93	20.43	20.95	21.63	23.35	23.35	23.35	23.35	23.35	24.36	24.36	24.36	24.36	24.36	24.78
School Readiness Specialist	19.64	19.93	20.43	20.95	21.63	23.35	23.35	23.35	23.35	23.35	24.36	24.36	24.36	24.36	24.36	24.78