

**CLASSIFIED
EMPLOYEES
AGREEMENT**

between

**FOREST GROVE SCHOOL
DISTRICT**

and

**OREGON SCHOOL
EMPLOYEES ASSOCIATION
CHAPTER NO. 55**

2015-2018

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CONTRACT

between

FOREST GROVE SCHOOL DISTRICT, WASHINGTON COUNTY

and

OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER NO. 55

This contract is made and entered into this 1st day of July 2015 by the Oregon School Employees Association, Chapter 55, hereinafter referred to as the "Association," and the Board of Directors of the Forest Grove School District, Washington County, Oregon, hereinafter referred to as the "Board."

Now, therefore, the parties hereto agree to be bound by the covenants set forth on this page and in the following attached pages:

General Provisions
Salary
Benefits
Grievance Procedure
Dismissal Policy


This contract shall become effective July 1, 2015, and shall continue in effect until June 30, 2018 and there shall be no strike, work stoppage, slowdown, picketing or any other restriction of work during the term of this agreement.

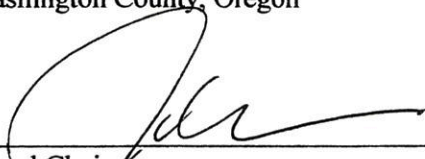
No later than March 15, 2018, the Board and the Association agree to enter into collective bargaining over a successor Agreement in good faith concerning employee wages, hours, terms and other conditions of employment. Any agreement so negotiated shall be reduced to writing and signed after ratification.

In witness whereof, the parties hereby affix their signatures this 24th day of June, 2015.

OREGON SCHOOL EMPLOYEES ASSOCIATION
Chapter No. 55

FOREST GROVE SCHOOL DISTRICT
Washington County, Oregon

By: 
OSEA President


Board Chair

ARTICLE 1: RECOGNITION

1.1 The Board recognizes the Association as the sole and exclusive bargaining representative for all regular classified employees except for those specifically excluded.

1.2 Exclusions:

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

1.2.1 Temporary employees are defined as:

- a) Replacing an employee on leave for the full duration of the leave period, up to one year;
- b) The funding of the position is limited to a specific duration, such as a grant. This would not include multi-year grants;
- c) To address a need of temporary or unknown duration, not to exceed the current contract year.

A temporary employee shall have no continuing employment rights after the temporary employment is completed. Temporary employees do not accrue seniority; however, when a temporary employee is hired into a regular position where there is no break in employment, time spent as a temporary employee shall be credited toward seniority.

1.2.2 Substitute employees are defined as employees working ninety (90) consecutive work days or less in the same position and location.

ARTICLE 2: MANAGEMENT

2.1 The Board, on its own behalf and on behalf of the electors of the district, hereby reserves unto itself, all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the constitution of the state of Oregon including the right:

2.1.1 To the exclusive management and administrative control of the school system and its properties and facilities and the activities of its employees.

2.1.2 To hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees.

2.2 The exercise of the foregoing shall be limited only by the specific and expressed terms of this agreement and then only to the extent that such specific and expressed terms are in conformance with the constitution and laws of the state of Oregon.

2.3 Equal employment opportunity and treatment shall be provided in hiring, retention,

transfer, promotion and training of all employees regardless of age, handicap, national origin, race, religion, gender or sexual orientation. Equal opportunity in hiring and advancement considerations will be based on positive organization needs and individuals' qualifications for and/or performance of specific duties. If grievances filed under this section are not resolved at Levels 1, 2 or 3 of the grievance procedure, they may not be appealed to arbitration, but the grievant has access to any other legal recourses.

ARTICLE 3: ASSOCIATION DUES

3.1 The Board will permit payroll withholding for payment of Association dues. The appropriate form will be provided by the Association.

3.2 The Board further agrees to continue to honor present dues deduction authorization executed by the employee in favor of the Association.

3.3 Fair Share (In Lieu of Dues):

3.3.1 The District and the Association agree to fair share and that each employee who is a member of the bargaining unit, but is not a member of the Association, shall pay an in lieu of dues amount to the Association. This amount shall be used for collective bargaining and administering the labor agreement between the District and the Association, and shall not be used for the political and/or ideological activities of the Association which are not germane to collective bargaining or any other Association activities which are non-labor organization purposes within the meaning of the Public Employees' Collective Bargaining Act.

3.3.2 The District agrees to deduct a sum equal to the Association dues. The District shall deduct both the Fair Share and OSEA dues monthly.

3.3.3 Religious Exemption:

An exception to this article will be allowed based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to regular dues as herein above defined only to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the District that this has been done.

3.3.4 Indemnity:

If the District tenders defense of any claim or suit brought against the District as a result of the provisions of this article to the Association within thirty (30) days of notice of such claim, order suit or judgment, the Association agrees to defend the District and to hold the District harmless against any orders or judgments that result.

- 3.4 The Board agrees to transmit the dues deducted as indicated in 3.1, 3.2 and 3.3 to the Central Office of the Oregon School Employees Association.
- 3.5 The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deductions for the Association. The Association agrees to refund to the district any amounts paid to it in error.

ARTICLE 4: ASSOCIATION RIGHTS/RESPONSIBILITIES

- 4.1 The Association shall have the following rights:
- 4.1.1 The Association may use the district courier service and mail boxes for communications of a routine nature so long as they are identified as Association materials and provided such communications comply with District policy and state laws. The Association shall hold harmless the District against any and all claims or actions brought against the District as a result of the Association's use of the District courier, email, or phone services.
 - 4.1.2 The Association shall have the right to transact official Association business on school district property, provided it does not interfere with or interrupt classes or other normal school and district operations. The Board may make a reasonable charge when special services are required beyond normal operation.
 - 4.1.3 The Association or committees of the Association shall be allowed the use of necessary office equipment at appropriate times as approved by the office manager or building principal. The Association will pay for the supplies used.
 - 4.1.4 Association field personnel may contact local Association members and officers at the work areas during off duty hours of the Association members, after registering in the building office.
 - 4.1.5 The Board shall provide the Association with reasonable bulletin board space for the use of the Association in communicating with employees. Such bulletin boards shall be available in any building where employees are working.
 - 4.1.6 The administration office will send regularly, by courier or email, board meeting agendas to all OSEA building representatives and the Association Chapter President.
 - 4.1.7 Upon request, the District will furnish information to the Association in accordance with Employment Relations Board precedent respecting information requested to bargain and administer collective bargaining agreements.

- 4.2 The Association will hold the Board harmless for any damage done to district buildings or equipment resulting from the Association's use. The Association will make reasonable reimbursement for any such damage incurred resulting from willful or negligent action.
- 4.3 Association representatives, elected or appointed, may be granted time off (without pay) from their regular school duties to attend meetings of interest to the Association upon formal approval of the request by the superintendent or designee. Notification should be at least five working days prior to such meeting. Such meetings will be scheduled so as not to interfere with normal school duties whenever possible.
- 4.4 Any criticism by a supervisor or administrator of a unit member regarding his/her job performance shall be made in confidence to the unit member and not in the presence of students, other unit members, or parents.

ARTICLE 5: WORKWEEK/WORKDAY

- 5.1 Overtime: For the purpose of computing overtime, each eligible employee shall be compensated for each hour in excess of eight (8) hours in any work day or forty (40) hours in any work week, only as authorized in advance by the employee's immediate supervisor, at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, subject to the following circumstances:
- 5.1.1 A work week is defined as the period beginning 12:01 a.m. Sunday morning and ending 12:00 p.m. the following Saturday. In computing overtime in any one workweek, only those hours actually worked may be included.
 - 5.1.2 Overtime shall be computed to the nearest quarter hour.
 - 5.1.3 The District may, at its option, schedule work for ten (10) hours per day and four (4) consecutive days per week.
- 5.2 Compensatory time may be granted for hours worked beyond the regular work schedule at the sole discretion of the District and upon prior approval of the employee's supervisor. Compensatory time shall be granted at the rate of one and one half (1-1/2) hours compensatory time for each hour worked beyond eight (8) hours in any one day or forty (40) hours in any work week, subject to the conditions in 5.1.1, 5.1.2 and 5.1.3 above. Compensatory time can be accrued up to a total of forty (40) hours and must be used prior to the end of the school year in which it was accrued.
- 5.3 Call Back: A minimum of two (2) hours will be guaranteed in instances where an employee is called back to work during an off-duty period.
- 5.4 Attendance at OSEA meetings during work time: Upon express prior approval of the immediate supervisor and in instances where the employee can be away from the worksite without disruption to the work, an employee may be excused temporarily from the worksite to attend nearby OSEA sponsored or conducted meetings that

commence after 4:30 p.m., provided that the work time missed thereby is made up to the satisfaction of the supervisor.

5.5 Rest periods

5.5.1 Employees in positions with assigned hours ranging from four (4) to less than six (6) hours will be entitled to one (1) paid rest period of fifteen (15) minutes in length. Employees in positions with assigned hours ranging from six (6) hours to eight (8) hours will be entitled to two (2) rest periods of fifteen (15) minutes each.

5.5.2 Paid rest period will not be used for early departure or late arrival, nor will they be cumulative if not taken.

5.5.3 Paid rest periods will be scheduled by the employee's immediate supervisor to provide, as far as is practicable within the requirements of the position, a respite during periods of continuous work.

5.6 Lunch period: Each employee working six (6) hours or more shall be permitted an unpaid, uninterrupted lunch period of not less than thirty (30) minutes in an area away from his/her regular workstation.

5.7 Classified employees are expected to attend a CPR/First Aid class in order to satisfy the District requirement of maintaining a current CPR/First Aid Certification. Therefore, training for CPR/First Aid is compensable time. The District shall provide a minimum of four (4) opportunities per year for employees to take this training on an in-service day for which they are paid at their standard rate of pay. A substitute will be provided if necessary and required by the position. Only in cases of emergency and upon approval by the Human Resources Department will employees be paid to take classes at any other time.

ARTICLE 6: JOB POSTING, VACANCIES/TRANSFERS

6.1 Seniority:

Seniority shall be defined as the first date of actual service, subsequent to the most recent date of hire, with the District as a classified employee. Excluded from calculating seniority shall be time taken on approved unpaid leaves of absence and during layoff as a result of a reduction in force (RIF).

6.2 Job Postings:

The District shall post job vacancies on the District web site at least five (5) days prior to the closing of vacant positions. During June, July and August access to the District website will be available at the District Office.

The Association president shall be notified of all postings.

Those employees seeking additional hours of work shall sign up with the building principal at the beginning of the school year. A copy shall be provided to the

building representative or OSEA President. If hours are to be added or a new position created, the principal shall communicate with the building representative, or OSEA President, his/her plan and seek input prior to a final decision being made.

6.3 In-District Applications:

When a vacancy occurs within the District in the bargaining unit, employees who are part of that unit may apply for the open position. Such employees will be considered for the vacant position along with other candidates, consistent with the selection of the best qualified person for the vacancy. If the employee is deemed to be the best qualified for the position, he/she shall be hired. In instances where two or more employees are deemed to be equally qualified, the most senior employee shall be selected.

A candidate not selected or granted an interview may request the hiring authority provide feedback regarding their qualifications and recommended professional growth as it pertains to the posted position.

6.4 New Hires and Promotion:

6.4.1 Every new employee shall serve a probationary period of six (6) months. Employees newly hired by the District may be terminated without cause during their probationary period and shall have no right to a hearing or access to the grievance procedure or dismissal procedures contained in the agreement regarding their termination.

6.4.2 Every promoted employee shall serve a trial period of 90 calendar days during which time the employee shall be compensated at the rate to which the employee has been promoted. At any time during the trial period the District shall have the right to notify the employee of his/her reassignment to a position at the same salary level from which the promotion took place. (The District shall have the option of delaying the reassignment beyond the 90 calendar day-trial period.) Promoted employees shall be afforded an evaluation of their performance in the position to which they were promoted after 45 to 60 calendar days of service in the new position.

6.5 The District shall notify all instructional assistants of their tentative placement by July 15 of each year. While this can not be a guarantee, and while some placements may change due to district and building needs, this notification will occur in an attempt to give employees notice.

ARTICLE 7: REDUCTION IN FORCE/LAYOFF AND RECALL

7.1 In the event the District determines that it is necessary to reduce the work force, employees shall be laid off within job titles (i.e. Elementary Secretary) in the inverse order in which they were hired. However, a less senior employee may be retained and the next senior employee laid off instead if the less senior employee has unique skills or abilities which are necessary District-wide for a remaining job and which cannot be learned by more senior employees in the job title group within thirty (30)

days. Such employees shall be known as “laid off employees.” Seniority for purposes of reduction in force shall be defined as the date of actual service with the District, subsequent to the date of most recent hire, and subject to the same exclusions as those enumerated in Article 6, Paragraph 6.1. A laid off employee may elect to “bump” a less senior with a different job title at or below his/her salary grade within his/her major job classification (As delineated in the Classified Salary Schedule: Technical, Clerical/Support, Secretarial, Instructional, and Maintenance/Grounds), provided he/she is qualified for that position. No more than one such “bump” shall be permitted for each eliminated position.

7.1.1 If an employee who has been notified of layoff by the District wishes to challenge the layoff by asserting that he/she should be retained in the position in another major job classification (as defined above), or in the same position in the same job classification or in a lower ranking position in the same job classification, that he/she may make such challenge known in writing to the superintendent or designee within five (5) working days. The person to be “bumped” in such a challenge must be less senior than the person making the challenge. If the District does not agree with the challenge, the matter shall be submitted to a Review Panel consisting of three (3) members appointed by the District and three (3) members appointed by the Association. The review panel shall review information it deems appropriate and shall make a decision on the challenge. If the Review Panel rejects the employee’s challenge or fails to act on the challenge, the employee shall have the right to appeal that decision to the superintendent or designee, whose decision shall be final and binding on the parties.

7.1.2 Disputes over the application of this article are subject to the resolution process described in 7.1.2 above and are not subject to the grievance procedure of this contract.

7.2 Laid off employees shall retain the right to be recalled to the District for a period of two (2) years from the last date of employment prior to layoff. Employees covered by this article will be given first consideration for substituting.

7.3 When forces again increase, and subject to 7.2 (above), laid off employees shall be returned to work within the major job classification from which they were laid off in the inverse order in which they were laid off. Return to work will be determined at a District level, consistent with the employee’s job qualifications and duties at the time of layoff. All benefits to which an employee was entitled at the time of layoff, including unused sick leave, will be restored to the employee upon the return to active employment, unless insurance benefits are reduced due to reduction in hours.

7.4 The District will notify the Chapter 55 President when a reduction in hours becomes necessary for an employee and said reduction will affect the employee’s benefits. When possible, reduction in regular hours should be by seniority within the building. If the District determines to retain a less senior employee, they will provide that information and the rationale for this decision to the Association. The Association will have the opportunity to provide input prior to implementation as long as both are

done in a timely manner. Transportation hours are temporary based on students needs. They always end at the close of the school year, and are re-assigned when the new school year begins.

7.4.1 When temporary hours have been added to an employee's schedule due to seasonal tasks or conditions of overload, it will be communicated to the employee that those hours will be reduced when the temporary situation is relieved, or at the end of the school year, whichever occurs first. Seniority does not apply in this situation.

7.5 In the interest of consistency and continuity of leadership within OSEA Chapter 55, the Chapter President and Vice-President will not suffer a lay-off during a RIF. In the event the President or Vice President are the only employee in a specific job classification they could bump another employee in accordance with RIF Article 7.

ARTICLE 8: PERSONNEL RECORDS

8.1 The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and has refused to sign or initial such information.

8.2 Letters of caution, consultation, and warning shall be considered temporary contents of the personnel records. After three (3) years following the last entry of any given incident, the district may remove such records upon request of the employee and with the approval of the superintendent or designee.

ARTICLE 9: SEPARABILITY OF PROVISIONS

9.1 In the event that any provision of this contract shall, at any time, be declared invalid by any court or competent jurisdiction, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 10: SALARY

10.1 Salaries: Fiscal Years 2015-16 & 2016-17:

Salaries for the period July 1, 2015, through June 30, 2017, for classified employees in the bargaining unit shall be increased by the same percentage as is provided to the licensed bargaining unit.

10.2 Re-Opener: Negotiations will be re-opened for the 2017-18 school year on economic issues (COLA/health insurance).

10.3 Newly employed individuals shall not be placed on a step in excess of their level of training and experience and not to exceed Step 5.

10.4 The salaries of the classified employees in the bargaining unit shall be increased by one step per year on the horizontal scale of the attached salary schedules. This step increase will be given to eligible employees on July 1. In order to qualify for this step increase the employee must have started work for the District prior to January 1 of that same year. This advancement of one step on the salary schedule shall be in addition to the scheduled adjustments. Employees who are at the last step of their respective range shall receive only the scheduled adjustment.

Longevity increases as described on the salary schedule, shall be given as of July 1 following the completion of the required number of years.

10.5 A classified employee temporarily assuming the duties of another classified employee in a higher pay bracket shall be entitled to the hourly rate of pay for that position if it is more than his/her normal rate of pay. This higher pay shall go into effect only in such situations where the employee has assumed the duties of another classified employee for more than eight (8) hours in a single position during a work week as defined by Article 5.1.1. All additional time working out of range in that week will be paid at the higher range for any time period of four (4) hours or greater during a single work day. All out of range work must be approved in advance by the supervisor or administrator.

10.6 At no time will a classified employee be required to perform the duties of a licensed employee without supervision of, or access to, another licensed or administrative person.

10.7 Reporting Time:

Classified employees called to work but not put to work shall receive two (2) hours pay unless notified prior to reporting for work that their services are not required.

10.8 A joint committee shall be formed of up to three (3) classified and up to three (3) administrators to make recommendations to the superintendent on the issue of reclassification. The school board shall make final decisions. Each party shall have an equal number of votes and in case of a tie, the Association reserves the right to demand to bargain.

The reclassification process begins when an employee submits a completed Classified Position Review Application to the Human Resources Department, and should be completed within six (6) months of that submission. This timeline can be modified by joint agreement of the District and the Association.

ARTICLE 11: BENEFITS

11.1 Holidays:

Holidays for employees in the bargaining unit shall be:

12-Month Employees

Less Than 12-Month Employees:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Veterans Day
President's Day
Martin Luther King Day*
Day After Thanksgiving

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day
Veterans Day
President's Day
Day After Thanksgiving

*Less than twelve (12) month classified employees become eligible for the MLK holiday in the event any other non-twelve (12) month employee group becomes eligible for MLK holiday.

11.2

Annual Vacations:

11.2.1 Vacation time earned by employees in the bargaining unit shall be granted as indicated in the following outline:

<u>Months Worked</u>	<u>Years of Service as a 12 month employee</u>	
	<u>1-10 years</u>	<u>11 + Years</u>
12	10 days	1 day per year up to 17 days total

11.2.2 Accrued vacation may be used before the employee's anniversary date at times approved by the district, but not when school is in session. Vacation time that is due an employee must be used by the next anniversary date. The anniversary date for staff shall be the date of employment.

Current employees who are receiving in excess of the new vacation schedule as of July 1, 2002 shall not suffer a reduction of vacation days as a result of this agreement.

11.2.3 The employee's total annual vacation days may be carried over up to six (6) months if the District prevents the employee from taking the vacation during the prior year. In this event, the administrator or supervisor will work with the employee to schedule the use of this vacation during the six (6) month extension period.

11.3

School Year Vacations:

11.3.1 Classified personnel regularly scheduled to work forty (40) hours per week will receive two (2) days paid Spring vacation. Employees scheduled for duty during Spring vacation must arrange their vacation

days with their supervisor consistent with the district needs and interests of the respective employee and shall be taken within the vacation period being observed.

11.4 Medical, Dental, Vision & Long-Term Disability Insurance:

Coverage and Benefit:

The District shall provide the classified employees with the same options for medical, dental, vision and long term disability insurance as the Forest Grove Education Association in accordance with 11.5.2 below.

For those employees working at least five (5) hours per day, but less than seven (7) hours per day, the District shall contribute one half of the cost of the insurance plans provided for full time employees. The employee may elect a step-rate option for medical, dental or vision insurance. For those employees working seven (7) hours or more per day, benefits will be provided as per the schedule below. Temporary increase of hours after February 1 shall not affect insurance coverage.

11.4.1: Premium Cap:

Effective October 1, 2015, the District shall contribute up to \$1,330 of the insurance premium, pursuant to Section 11.4 above.

11.4.2 In the 2016-17 contract year the insurance cap shall be increased by the same dollar amount as is provided to the licensed bargaining unit.

11.4.3 Re-Opener: Negotiations will be re-opened for the 2017-18 school year on economic issues (COLA/health insurance), as per the timelines established on page 2 of this collective bargaining agreement.

11.6 Early Retirees:

Early retirees will be allowed to participate in the group medical insurance plan of the District, at no cost to the District, to age sixty-five (65), provided they have served as a classified employee of The Forest Grove School District and subject to availability of an early retiree program by the group medical insurance carrier of the District.

11.7 Workers Compensation:

11.7.1 An employee injured on duty and eligible for compensation from Workers Compensation shall be charged sick leave for that portion of the day the school district pays over and above this compensation; however, upon notifying the payroll department as soon as possible after an injury, an employee may elect the option to receive only the reimbursement from Workers Compensation and retain all his/her sick leave credit.

11.7.2 Compensation received from Workers Compensation as a result of injury will not be duplicated by district coverage.

11.8 Payment of Fringe Benefits:

11.8.1 Twelve (12) months of premiums shall be paid for those persons being paid in twelve (12) installments annually. Balance of monthly premium beyond district contribution, if any, will be paid by the employee through payroll deduction.

11.8.2 Benefits will not be reduced during the school year; however, employee requested assignment changes, if granted, would provide the employee with the benefits applicable to the new assignment.

ARTICLE 12: GRIEVANCE PROCEDURE

12.1 Purpose

The purpose of this procedure is to solve grievances, and every effort shall be made to settle such grievances at the lowest possible step of this procedure. There shall be no strike work stoppage, slowdown, picketing or any other restriction of work arising out of any matter grieved under the terms of this Agreement.

12.2 Definitions

12.2.1 Grievance

A grievance is defined as a difference of opinion by an employee(s) regarding:

12.2.1.1 The interpretation, application or violation of district policies or administrative decisions affecting the employee's working conditions which are not covered by this Agreement. Such a grievance shall be processed only through Step 3.

12.2.1.2 The meaning, interpretation, or inequitable application of this Agreement.

12.2.2 Aggrieved Party

An aggrieved party is an employee(s) claiming a grievance.

12.2.3 Party-in-interest

A party-in-interest is the person(s), either the employee(s) making the claim and the Board and/or its representatives, who might be required to take action or against whom action might be taken in order to resolve the claim.

12.2.4 Days

The term "days" when used in this Article shall, except where otherwise indicated, mean the normal District business days.

- 12.2.5 Immediate Supervisor
"Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance.

12.3 Miscellaneous Provision:

- 12.3.1 Representation
Any aggrieved party may be accompanied at all steps of this procedure by Association representation of his/her own choosing.

- 12.3.2 Non-Reprisal
No reprisals of any kind shall be taken by the Board or any member of the administration against any participant in the grievance procedure by reason of such participation.

- 12.3.3 Meetings and Hearings
All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties-in-interest and their designated or selected representatives, heretofore referred to in this procedure. Every effort will be made by all parties to avoid interruption of the operation of the schools of the District.

12.4 Operating Limits:

12.4.1 Time Limits

12.4.1.1 Failure to file a written grievance within fifteen (15) days after the facts upon which the grievance is based first occurred or first became known to the aggrieved shall be considered as a waiver of the grievance.

12.4.1.2 Failure of the District to follow the agreed upon time limits shall allow the grievance to be appealed automatically to the next step of the procedure.

12.4.1.3 All parties should attempt to complete the procedure by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the summer vacation period or the following school year.

12.4.1.4 In extenuating circumstances, time limits may be extended by mutual agreement in writing.

12.4.2 Written Decisions

All written decisions rendered after the informal level shall contain the reasons for the decision and shall be transmitted within the time limits to all parties-in-interest.

12.5

The Procedure:

Grievances will be processed in the following manner and within the stated time limits:

12.5.1 Step 1: An aggrieved party shall promptly attempt to resolve the grievance informally with his/her immediate supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved who shall submit it to the building principal or supervisor of the department to which he/she is assigned.

The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions or policies involved and the relief sought. The Principal or Supervisor shall respond in writing within a period of (5) days following receipt of the grievance.

12.5.2 Step 2: If the grievance is not settled in Step 1 and the aggrieved wishes to appeal the grievance to Step 2, he/she may appeal the grievance in writing to the Superintendent within ten (10) days after receipt of the Principal's/Supervisor's written answer.

Appeals to the Superintendent or appointed representative shall be heard within ten (10) days of receipt of the appeal. Written notice of the time and place of hearing shall be given not less than five (5) days prior to the parties-in-interest if requested by the aggrieved party.

The Superintendent or appointed representative shall give a written answer no later than five (5) days after the day of the hearing.

12.5.3 Step 3: A grievance not settled at Step 2 may be appealed to the Board of Directors, by letter, directed to the Chairman of the Board, within five (5) days after receipt of the written answer. The Board of Directors will, at the next scheduled meeting, not more than fifteen (15) days following an appeal, conduct a hearing in executive session and render a decision within ten (10) days thereafter. The employee may be represented by Counsel or by an Association representative.

12.5.4 Step 4: Limited to grievances over the meaning, interpretation, or inequitable application of this Agreement.

Within ten (10) days of the decision at Step 3, the aggrieved party may request to the Association that the decision rendered under Step 3 be submitted to arbitration. If the Association so determines, it may submit the grievance to arbitration within five (5) days after receipt of the

request from the aggrieved party.

Arbitration, including the selection of an arbitrator, shall be in accordance with the rules and procedures of the American Arbitration Association, except that AAA shall submit a list of Oregon arbitrators whenever possible.

The arbitrator shall have no power to add to, subtract from, modify or amend any terms of the Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any matter not specifically contracted away by the Board.

The arbitrator shall confer with the representatives of the District and the Association and hold hearings promptly. He/she shall issue a decision in writing within thirty (30) days of the close of the hearing. The decision shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. His/her decision shall be submitted to the parties-in-interest and shall, within the scope of his authority, be final and binding on both parties.

12.6 Cost of Arbitrator:

The cost of the services of the arbitrator shall be divided equally between the Association and the District.

ARTICLE 13: DISMISSAL

13.1 Dismissal Procedures:

13.1.1 If in the opinion of the employee's supervisor the services of a non-probationary employee are unsatisfactory, the following procedures will be implemented:

13.1.1.1 Conduct a conference with the employee; inform the employee of the deficiencies; suggest how the services could be improved; inform the employee that the necessary improvements must be made within a specific number of working days or that a recommendation will be made to the Director of Human Resources for dismissal.

13.1.1.2 On request of the employee, a second employee-supervisor conference will be arranged at which time the Association's representative may be present at the employee's option.

13.1.1.3 The Director of Human Resources will be notified in writing of all pending dismissal action.

13.1.1.4 On the date specified to the employee at the initial meeting, the employee will again be notified as to his/her progress. If

the improvement is not satisfactory, the supervisor may recommend to the Director of Human Resources that the employee be dismissed. If satisfactory improvement has been made, a letter documenting this will be placed in the employee's personnel file.

13.1.1.5 If it is determined that the employee is to be dismissed, the employee will be notified in writing and will be terminated at a time not to exceed ten (10) working days following the written notice.

13.1.2 The employee has the right to have the dismissal or demotion action reviewed by the Board.

13.2 Just Cause

No employee shall be disciplined or dismissed without just cause. For purposes of this agreement, just cause will be specifically defined in the following manner:

13.2.1 The employee shall have notice of the rule or expectation that he/she is alleged to have violated;

13.2.2. The district will investigate the matter to the degree deemed necessary by the Human Resources Department prior to issuing discipline;

13.2.3 No discipline will be issued unless, in the sole discretion of the Human Resources Department, sufficient proof is present. The question of whether sufficient proof exists is not subject to review by an arbitrator, but only whether the District made a determination that sufficient proof existed;

The above represents the full extent of any consideration of the District's disciplinary action, and may not be expanded upon or modified by an arbitrator.

13.3 Immediate Suspension:

13.3.1 In the event of extreme misconduct, the employee may be suspended immediately from employment without pay until such charges are investigated, and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.

13.3.2 If the charges are upheld, the termination date shall be the date of suspension.

13.3.3 Investigation and decision of charges for suspended employee shall not exceed ten (10) working days from time of suspension.

13.4 Under the provisions of ORS 332.544, a school employee who has been demoted or

dismissed shall be entitled to a hearing before the School board if a written request is filed with the Board within fifteen (15) days of the notice of dismissal or demotion.

ARTICLE 14: PAID LEAVES OF ABSENCE

14.1 Emergency Leave:

Each employee will be granted not more than two (2) of his/her work days per work year for emergency or catastrophe. Such leave time granted is with full pay and is non-accumulative. Approval must be secured in advance, or as soon as practicable if nature of emergency precludes approval in advance, for the following:

- 14.1.1 Illness in the immediate family of employee and employee's spouse;
- 14.1.2 Accident or injury to immediate family of employee and employee's spouse for which emergency medical treatment is required;
- 14.1.3 Catastrophes to employee's personal or real property such as fire or flood damage to home;
- 14.1.4 Child born to wife of employee.

14.2 Bereavement Leave:

The District will allow up to three (3) of his/her work days with pay per death for the bereavement of a member of the immediate family of the employee or employee's spouse.

14.3 Definitions:

- 14.3.1 Immediate family as referred to in 14.1 shall be defined as: spouse, children, parents, step-parents, grandparents, grandchildren, brothers and sisters.
- 14.3.2 Immediate family as referred to in 14.2 shall be defined as: spouse, children, parents, step-parents, grandparents, grandchildren, brothers, sisters.

14.4 Extensions:

Employee may be granted an additional three (3) days emergency or bereavement leave upon approval of the Superintendent. The employee will be deducted salary for time missed.

14.5 Personal Leave:

Employees shall be entitled to one (1) non-accumulative day of personal leave per year, usable in not less than one half (2) day portions, (exception may be made at the principal's or supervisor's discretion, that leave may be used in hourly increments if satisfactory coverage for the absent employee can be arranged) for conducting

business that cannot be done except during working hours. Approval must be secured in advance or as soon as practicable if the nature of the leave precludes approval in advance. This leave may not be used to extend a vacation or holiday, nor for recreational or avocational purposes. Application for the leave shall state only the general reason (e.g., legal, business, or family matters.)

14.6 Applications for Paid Leaves of Absence:

The employee must complete a district-provided application form and forward it to the Administration office.

14.7 The appropriate leaves under Family Medical Leave will be granted to eligible employees in accordance with FMLA/OFLA. Accumulated sick leave may be used for said leave. The District will pay for the employee's insurance premium to the extent required by the Federal Family Leave Act for those weeks used for such eligible leave.

14.8 Union Leave

Up to six (6) days per year, shall be granted by the District to the OSEA Chapter 55 President, or his/her designee, for the purpose of attending meetings, travel to outlying service centers or hearings in the interest of fulfilling the Union's responsibility to represent the members of the bargaining unit. Union leave does not accumulate from year to year. The Union will reimburse to the District for the substitute of the President or his/her designee, if a substitute is normally required.

ARTICLE 15: INSERVICE/TUITION REIMBURSEMENT

15.1 Reimbursement for Tuition and Workshops for Job Improvement

The District agrees to budget not less than \$10,000 for each year of this agreement for tuition and inservice programs for classified personnel. The intent of reimbursement is to ensure that a particular course or workshop upgrades the skill of the individual or groups, consistent with goals established by the Board. Of this amount, \$ 2,500 shall be reserved for the cost of registration fees or tuition for members' coursework or inservice in the Spanish language. Half of unused moneys at the end of each year will be available for District inservice the following year, planned by the Director of Human Resources and the Association President.

15.2 Classified personnel attending inservice sessions, when requested to do so at times they are not normally on duty, will be paid at their regular rate of pay.

15.3 Reimbursement shall not be used by a classified employee to further education or training for a position outside the employee's current job role, unless approved by the employee's supervisor, or such reimbursement is used for further education or training toward a teacher licensure program.

15.4 When the employee requests approval for enrollment in a course or workshop, the immediate supervisor first must recommend support or denial of the application.

Final approval is by the superintendent or designee. Workshops or other training may be initiated by the District.

ARTICLE 16: SICK LEAVE

- 16.1 The Board shall allow all 12-month employees twelve (12) days of leave with pay per fiscal year for personal illness or injury, or for the illness or injury of an immediate family member.
- 16.2 School year employees will receive 10 (ten) days of sick leave per year.
- 16.3 Sick leave shall be credited to each employee at the beginning of each fiscal year.
- 16.4 Sick leave is accumulative throughout the employee's total period of district employment.
- 16.5 Sick leave in excess of five (5) consecutive work days must be allowed only upon certification of the attending physician or practitioner that the illness or injury prevents the school employee or immediate family member from working. The employee may return to work upon the submission of an authorization of his/her physician or practitioner.
- 16.6 Sick leave provided herein shall be in lieu of any other sick leave benefit provided by law.
- 16.7 When the employee's sick leave has been exhausted, unpaid leave for injury or illness shall be allowed for the total time the employee is unable to perform his/her normal duties. Such leave shall not exceed twelve (12) calendar months. This extended leave shall be granted upon employee's request and recommendation of his/her physician or practitioner. The employee shall report periodically to the district of his/her condition.
- 16.8 An employee on leave shall retain his/her place on the salary schedule; however, no benefits will be provided and/or accumulated during the period of unpaid leave, except as required by law. Benefits accumulated at the time the leave is granted shall be reinstated upon return.
- 16.9 The district shall notify the employee in writing, at the beginning of each school year, of the number of accumulated sick leave hours.
- 16.10 Immediate family as referred to in 16.1 and 16.5 shall be defined as: spouse, children, parents, step-parents, grandparents, grandchildren, brothers and sisters.

ARTICLE 17: MATERNITY LEAVE/PATERNITY LEAVE

- 17.1 A maternity/child care leave of absence for childbirth or adoptions will be allowed as provided by law.
- 17.1 Maternity leave without pay for childbirth will be granted upon request. The employee may take her leave at any time after giving thirty (30) days advance written

notice informing the District of her specific date of return and her intention to do one of the following:

- 17.1.1 Return after the birth for the balance of the school year, or
 - 17.1.2 Return at the beginning of the following school year, or
 - 17.1.3 Return not more than fifteen (15) months after the birth, or
 - 17.1.4 Resign from the district.
- 17.2 An employee returning to the District following a maternity leave shall be reassigned to her previous assignment whenever possible, otherwise an equivalent position will be granted. Should the leave and return occur during the same year, the employee would be assured of the same position in the same building.
- 17.3 An employee on maternity leave may not return to district employment earlier than the date specified in her written notice.
- 17.4 Upon the employee's request, the District may extend any maternity leave based upon extenuating circumstances.
- 17.5 An employee on maternity leave shall retain all benefits accrued in the District prior to the leave upon her return from that leave.
- 17.6 Employees on maternity leave shall be permitted to continue group insurance coverage at their own expense, or at District expense if required by law. Such payment shall be made to the District Agent of Record. This provision shall be subject to approval by the insurance carrier.

ARTICLE 18: UNPAID LEAVES OF ABSENCE

- 18.1 An employee may be allowed leave without pay after seven (7) consecutive years of employment, upon written request and with district approval. The granting of such leave is limited to a maximum of one percent (1%) of the classified staff and shall not exceed twelve (12) calendar months. An employee returning to the district following an unpaid leave shall be reassigned his/her previous assignment if that position is available; otherwise an equivalent position will be granted.
- 18.2 An employee on leave shall retain his/her place on the salary schedule; however, no benefits will be provided and/or accumulated during the period of unpaid leave. Benefits accumulated at the time the leave is granted shall be reinstated upon return.

ARTICLE 19: JURY DUTY

- 19.1 Employees drawn for jury duty or required to appear pursuant to court orders shall receive on a pro-rata basis, compensation from the district equal to the difference between any fee received from the court and his/her salary. It shall be the

responsibility of the employee to report fees received to the district payroll clerk.

ARTICLE 20: EMERGENCY CLOSURE

20.1 Whenever student attendance is not required due to an emergency closure, classified employees scheduled to work less than twelve (12) calendar months per year shall not be required to report for work and no loss of pay will result. However, if make-up days are scheduled for students by administration, those classified employees will work those days without additional pay so long as total days do not exceed the number of scheduled days set forth in employee's letter of employment.

ARTICLE 21: ASSOCIATION SECURITY

21.1 Employees have the right to join the Association, but membership in the Association shall not be required as a condition of employment.

ARTICLE 22: FUNDING

22.1 This agreement is entered into upon the following assumptions:

22.1.1 The amount of funds to be received by the District from the State School Fund for the school year 2015-2016 shall be determined for purposes of this article to be an estimate provided by the State Department of Education to the District not earlier than January 30 nor later than May 15 of either of the two budget years.

22.1.2 For the 2016-2017 budget year the amount received from the State School Fund shall be at least equal to that received in 2015-2016 plus two (2) percent in addition to a proportional increase for growth.

22.1.3 For the 2017-2018 budget year the amount received from the State School Fund shall be at least equal to that received in 2015-2016 plus two (2) percent in addition to a proportional increase for growth.

22.1.4 The State School Fund is based on a General Purpose Grant and a Transportation Grant, and is funded from a combination of local resources and State funds.

22.2 If either or both assumptions made in 22.1.2 and/or 22.1.3 prove to be incorrect, the Board may elect to reopen this agreement for further negotiations.

22.3 If the District declares a Reduction in Force impacting employees of the bargaining unit the Association may elect to reopen this agreement for further negotiations. This provision does not preclude the District from proceeding with the Reduction in Force prior to entering into or concluding negotiations.

22.4 If the District announces its intent to subcontract work performed by a member or members of the bargaining unit, the Association may elect to reopen this agreement for further negotiations.

- 22.5 If either the Board or the Association elects to reopen this agreement, it shall notify the other party in writing and the parties shall within fourteen (14) calendar days after such notice schedule a date to commence negotiations, which shall be conducted in accordance with the expedited procedure in ORS 243.698.
- 22.6 If either party elects to reopen this agreement for further negotiations, the items to be negotiated shall be limited to economic provisions and one (1) non-economic item per party. Economic provisions shall be salary and insurance.

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**Forest Grove School District
Classified Positions**

Position	Grade
Instructional Services	
Instructional Assistant-ELD	5
Instructional Assistant-Special Education	5
Instructional Assistant-Student Supervision	5
Instructional Assistant-General	5
Student Assessment Assistant	6
LPN	II-5
Library	
Library Clerk	4
Library Media Technician	6
Program Specialists	
Assessment/Data	7
Autism	7
Bilingual Community Liaison	7
College & Career Counseling	7
ELD/Outreach	7
Family Resource Coordinator	7
Homeless Community Liaison	7
Transition Program	7
Maintenance and Operations	
Groundskeeper	4
Facilities Technician	6
Facilities Person-Lead	9
Facilities Tech-Coordinator	II-4
Administrative Services	
Business Services	
Bookkeeper	6
Account Clerk	8
Secretarial Services	
School Secretary	4
Attendance Secretary	5
Counseling Secretary-HS	5
Counseling Secretary-UE/MS	5
Receptionist-District	5
Receptionist-High School	5
Receptionist-UE/MS	5
School Secretary/Attendance Secretary	5
Athletic Secretary/Bookkeeper	6
High School Bookkeeper	6
Registrar	6
Registrar/Secretary-Alternative Programs	6
School Secretary-Lead	6
Secretary-Department	7
School Secretary-HS Lead	8
Technology	
Help Desk/Department Secretary	II-1
Technology Assistant	II-1
Technology Facilitator	II-1
Help Desk Support Specialist	II-2
Client Support Specialist	II-8
Student Information Coordinator	II-10
Senior Help Desk Technician	II-11
Network Administrator-Senior	II-13

2015-2016 CLASSIFIED SALARY SCHEDULE - LEVEL I
 Forest Grove School District

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
GRADE 1	\$12.60	\$13.25	\$13.87	\$14.52	\$15.14	\$15.78
GRADE 2	\$13.37	\$14.04	\$14.69	\$15.38	\$16.03	\$16.73
GRADE 3	\$14.11	\$14.84	\$15.53	\$16.25	\$16.95	\$17.66
GRADE 4	\$14.88	\$15.61	\$16.38	\$17.12	\$17.85	\$18.61
GRADE 5	\$15.64	\$16.43	\$17.21	\$18.00	\$18.76	\$19.55
GRADE 6	\$16.39	\$17.21	\$18.04	\$18.85	\$19.66	\$20.50
GRADE 7	\$17.15	\$18.03	\$18.85	\$19.70	\$20.58	\$21.44
GRADE 8	\$17.89	\$18.81	\$19.69	\$20.58	\$21.48	\$22.38
GRADE 9	\$18.63	\$19.53	\$20.44	\$21.33	\$22.25	\$23.13

2015-2016 CLASSIFIED SALARY SCHEDULE - LEVEL II
 Forest Grove School District

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
GRADE 1	\$18.74	\$19.68	\$20.67	\$21.70	\$22.79	\$23.94
GRADE 2	\$19.68	\$20.67	\$21.70	\$22.79	\$23.94	\$25.12
GRADE 3	\$20.67	\$21.70	\$22.79	\$23.94	\$25.12	\$26.39
GRADE 4	\$21.70	\$22.79	\$23.94	\$25.12	\$26.39	\$27.71
GRADE 5	\$22.79	\$23.94	\$25.12	\$26.39	\$27.71	\$29.08
GRADE 6	\$23.94	\$25.12	\$26.39	\$27.71	\$29.08	\$30.54
GRADE 7	\$25.12	\$26.39	\$27.71	\$29.08	\$30.54	\$32.09
GRADE 8	\$26.39	\$27.71	\$29.08	\$30.54	\$32.09	\$33.66
GRADE 9	\$27.71	\$29.08	\$30.54	\$32.09	\$33.66	\$35.37
GRADE 10	\$29.08	\$30.54	\$32.09	\$33.66	\$35.37	\$37.14
GRADE 11	\$30.54	\$32.09	\$33.66	\$35.37	\$37.14	\$39.00
GRADE 12	\$32.09	\$33.66	\$35.37	\$37.14	\$39.00	\$40.93
GRADE 13	\$33.66	\$35.37	\$37.14	\$39.00	\$40.93	\$42.99

Longevity:

* Add the following % increase if:

10-14 years in District = 1%

15-19 years in District = 2%

20+ years in District = 3%

2016-2017 CLASSIFIED SALARY SCHEDULE - LEVEL I
 Forest Grove School District

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
GRADE 1	\$12.88	\$13.55	\$14.18	\$14.85	\$15.48	\$16.14
GRADE 2	\$13.67	\$14.36	\$15.02	\$15.73	\$16.39	\$17.11
GRADE 3	\$14.43	\$15.17	\$15.88	\$16.62	\$17.33	\$18.06
GRADE 4	\$15.21	\$15.96	\$16.75	\$17.51	\$18.25	\$19.03
GRADE 5	\$15.99	\$16.80	\$17.60	\$18.41	\$19.18	\$19.99
GRADE 6	\$16.76	\$17.60	\$18.45	\$19.27	\$20.10	\$20.96
GRADE 7	\$17.54	\$18.44	\$19.27	\$20.14	\$21.04	\$21.92
GRADE 8	\$18.29	\$19.23	\$20.13	\$21.04	\$21.96	\$22.88
GRADE 9	\$19.05	\$19.97	\$20.90	\$21.81	\$22.75	\$23.65

2016-2017 CLASSIFIED SALARY SCHEDULE - LEVEL II
 Forest Grove School District

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
GRADE 1	\$19.16	\$20.12	\$21.14	\$22.19	\$23.30	\$24.48
GRADE 2	\$20.12	\$21.14	\$22.19	\$23.30	\$24.48	\$25.69
GRADE 3	\$21.14	\$22.19	\$23.30	\$24.48	\$25.69	\$26.98
GRADE 4	\$22.19	\$23.30	\$24.48	\$25.69	\$26.98	\$28.33
GRADE 5	\$23.30	\$24.48	\$25.69	\$26.98	\$28.33	\$29.73
GRADE 6	\$24.48	\$25.69	\$26.98	\$28.33	\$29.73	\$31.23
GRADE 7	\$25.69	\$26.98	\$28.33	\$29.73	\$31.23	\$32.81
GRADE 8	\$26.98	\$28.33	\$29.73	\$31.23	\$32.81	\$34.42
GRADE 9	\$28.33	\$29.73	\$31.23	\$32.81	\$34.42	\$36.17
GRADE 10	\$29.73	\$31.23	\$32.81	\$34.42	\$36.17	\$37.98
GRADE 11	\$31.23	\$32.81	\$34.42	\$36.17	\$37.98	\$39.88
GRADE 12	\$32.81	\$34.42	\$36.17	\$37.98	\$39.88	\$41.85
GRADE 13	\$34.42	\$36.17	\$37.98	\$39.88	\$41.85	\$43.96

Longevity:

* Add the following % increase if:

10-14 years in District = 1%

15-19 years in District = 2%

20+ years in District = 3%