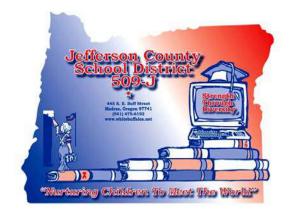
AGREEMENT

## Between

# JEFFERSON COUNTY SCHOOL DISTRICT 509-J

And

## MADRAS CHAPTER 54 OREGON SCHOOL EMPLOYEES ASSOCIATION



2018 - 2022

<u>Article</u>

<u>Title Page</u>

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#### PREAMBLE

- A. This Agreement is entered into between the Board of Education on behalf of Jefferson County School District 509-J, herein referred to as the "Board" or "District" and the Madras Oregon School Employees Association, herein referred to as the "Association".
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for classified personnel included in the bargaining unit.
- C. The parties acknowledge that during the previous negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### ARTICLE I – RECOGNITION

- 1.1 The Board recognizes the Association as sole and exclusive bargaining representative for all of the classified employees in the unit as determined by the Employment Relations Board. Further, it is recognized that all administrators, certificated teachers, supervisors, confidential employees, substitutes, and temporary employees are specifically excluded from the bargaining unit.
  - 1.1.1 For the purpose of clarification, the following definition is agreed upon as confidential: Pursuant to ORS 243.650 (6), a confidential employee is one who assists in a confidential capacity to a person who formulates, determines, and effectuates management policy in the area of collective bargaining.
  - 1.1.2 For the purpose of clarification, temporary employees are defined as: (1) Employees hired for a specific period not to exceed the equivalent of ninety (90) consecutive work days to perform extraordinary duties or duties necessary because of unforeseen enrollment increases, (2) employees hired to fill a vacancy caused by an approved leave of a bargaining unit member, and (3) limited duration employees hired for an assignment not exceeding one hundred eighty (180) consecutive work days. No employee benefits will be provided except state and federal mandated requirements. Temporary positions will not normally be used to complete work that is usually done by Bargaining Unit members.

A limited duration employee is an employee hired for a position made possible by the receipt of grant funds that the District does not expect to recur and is posted as a limited duration position with a stated end date. If the stated end date exceeds one hundred eighty (180) consecutive work days, an employee accepting the limited duration position shall become a member of the bargaining unit and shall have all of the privileges and benefits of membership except layoff and recall rights. Completion of a limited duration position at the assigned end date shall not be considered a dismissal requiring just cause.

1.1.3 For the purpose of clarification, probationary employees are persons who will be employed for a period of one hundred twenty (120) work days before achieving the status of a regular classified employee. During this probationary period, should the services of an employee be found unsatisfactory, he/she will be terminated.

#### ARTICLE II – DISTRICT RIGHTS AND RESPONSIBILITIES

- 2.1 The Board retains the rights to manage, direct, and control its business and assign personnel except as such rights are specifically modified or waived by the terms of this Agreement.
- 2.2 It is recognized that, except as expressly stated herein, the District shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the District in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the District; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 2.3 The District will provide electronic copies of this Agreement to all employees in the bargaining unit, and will provide each work site in the District with two hard copies of this Agreement.
- 2.4 The parties recognize that the District retains the right to determine the school calendar, to set the work year, and to adjust the number of days to be worked for any and all groups of employees.
- 2.5 The Board retains all of the above functions and rights except those items provided for in this Agreement.

#### ARTICLE III – ASSOCIATION PAYMENTS

- 3.1 Employees have the right to join the Association, but membership in the Association shall not be required as a condition of employment. The District will advise all newly employed personnel at the time of their employment that the Association is their exclusive bargaining representative.
  - 3.1.1 Any member of the bargaining unit may authorize the District in writing to deduct from his/her pay the amount of dues, fees, and/or assessment charged by the Association. This authorization must be in writing, signed by the employee, and forwarded to the District's payroll office. Authorizations for payroll deduction under this Article shall remain valid until revoked by the employee in writing, at which time the District will cease deducting payments.
  - 3.1.2 The amounts deducted shall be remitted, together with an itemized statement, to the state

office of the Association by the first day of the month after such deductions are made.

- 3.1.3 The District agrees to furnish the Association each month with a list of all newly hired employees covered by this Agreement and any employees covered by this Agreement who terminate employment. Such list shall contain the names of the employees, along with their job classifications, work locations and home addresses.
- 3.1.2 The Association agrees that it will indemnify, defend and hold the District harmless from all suits, actions, proceedings or claims against the District involving application of this Article.

#### ARTICLE IV – ASSOCIATION RESPONSIBILITIES AND RIGHTS

- 4.1 The Association shall represent all classified employees in the District within the bargaining unit equally and without discrimination.
- 4.2 The Association or committees of the Association shall be allowed to use the facilities of the Board for meetings and use of copy equipment as needed to provide duplicating and information to employees. The Association will reimburse the District for cost of supplies used.
- 4.3 Visitations by state or local Association officers authorized by the District administration office will be allowed in the work areas of employees during work hours.
- 4.4 Bulletin boards and inter-school mail facilities may be used for distribution and posting of Association communications so long as such communications are labeled as Association and are not defaming to any individual and/or group.
- 4.5 Association representatives, elected or appointed, shall be granted time off, with no loss of pay, to attend to activities dealing with contract administration or for processing grievances, for no more than eight (8) working days total, annually, non-accumulative.
- 4.6 OSEA Time Release:
  - 1. Employees who are members of OSEA may be allowed time off without loss of pay or benefits under the OSEA Time Release-Program to assist in Association business. The District will continue to pay the employee, and the Association will reimburse the District for actual costs, as determined by the District, to replace the employee taking part in the program.
  - 2. Employees taking part in this program will submit a written plan a minimum of two weeks in advance to their immediate supervisor, including hours and days requested for release time and duration of the plan.
  - 3. Release of the employee is contingent on mutual agreement with the District.
  - 4. Total time used under this program shall not exceed a limit of eighty (80) hours, with no

more than forty (40) hours per employee participating, with possible exceptions considered.

- 5. The Association and its members will indemnify and hold the district harmless for any PERS impacts that may result from this release time.
- 4.7 The Association recognizes the District's rights, but in no way relinquishes its rights to bargain collectively on any matter pertaining to wages, hours, or conditions of employment in accordance with Oregon Law.

#### ARTICLE V – SENIORITY

5.1 Seniority shall be defined as the total length of continuous service within the District from the date of last hire. For the purpose of computing seniority, all authorized leave shall be considered as time worked. Unpaid leaves of absence in excess of thirty (30) days shall not count towards seniority, but neither shall it break seniority. Employees who are laid off as a result of reduction in positions and who are subsequently reinstated shall retain their full seniority except for the period of layoff.

#### ARTICLE VI – REDUCTION IN FORCE

- 6.1 When the District determines that a reduction in staff is necessary, the District will designate which positions must be eliminated. Subsequent layoff will be implemented as follows:
  - 6.1.1 When determining layoff, an affected employee's skill, ability, performance and record will be considered. If in the District's judgment all things are equal, seniority will be the deciding factor.
  - 6.1.2 Following written notice of layoff, a member of the bargaining unit shall have three (3) working days to initiate a request to bump to another position.
  - 6.1.3 A laid off member of the bargaining unit may bump to a lesser position for which the employee is qualified provided the bumping employee has greater seniority in the District, and the District cannot clearly demonstrate that the junior employee has greater skill, ability, and a better performance record.
  - 6.1.4 Employees who are laid off shall receive priority consideration for subsequent rehiring during the next twenty-four (24) months and shall be recalled in reverse order of the layoff.
  - 6.1.5 All employee benefits shall cease when the layoff is effective. Employees laid off in conjunction with this article shall be allowed to participate in the District's insurance program at their own expense per Federal COBRA regulations.
  - 6.1.6 When a laid off recalled employee is considered for a specific position, failure to interview when requested or indication of an unwillingness to accept the position during an interview will result in the employee losing priority consideration for future employment.

- 6.1.7 Offers under subsection 6.1.4 will be in writing, sent by certified mail, return receipt requested, and will allow the recalled individual five (5) working days from the postmark date to accept the offer, and an additional ten (10) working days after accepting the offer to report for work. It shall be the responsibility of the employee to inform the District of any address changes during the recall period. Failure to accept such an offer within five (5) working days or failure to report to work within ten (10) working days after accepting the offer working the result in loss of priority consideration for future employment.
- 6.1.8 Reinstated employees will be placed on the same wage experience step as prior to the layoff providing the reinstatement is to the same job classification. Upon reinstatement, employees will receive benefits in accordance with the terms of this agreement, and leave accrued prior to layoff will be restored. Days accumulated toward completion of benefits and probationary waiting periods shall be restored excluding the time of layoff.
- 6.1.9 The source of funding for a District position will not be considered in applying this article.

#### ARTICLE VII – PERSONNEL RECORDS

- 7.1 The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear that employee's signature or initials indicating that the employee has been shown the material, or a statement by the supervisor, Human Resource Director or Superintendent that the employee has been shown the material and that the employee has refused to sign or initial such information. An employee shall have the right to attach a written statement of explanation to any material which the employee believes to be incorrect or derogatory.
- 7.2 Letters of caution, consultation, warning, admonishment, and reprimand shall be considered contents of the personnel records. An employee shall have the right to request the removal of any materials that have been in the file for a minimum of five (5) years if there has been no further reference to any similar circumstance. Requests for removal of such material shall be made to the Director of Human Resources with the option of appeal to the Superintendent. Removal of critical material is at the discretion of the Director of Human Resources. Should the employee appeal the decision of the Human Resources Director to the Superintendent, the decision of the Superintendent is final and may not be the subject of any appeal by the employee or Association. Excepted are materials required by law, which include evaluation documents. An employee's personnel records shall be available upon the employee's request.
- 7.3 Material placed in the personnel records of an employee without conformity with the provisions of this Article shall be removed and destroyed upon request from the employee.

#### ARTICLE VIII – CONTRACTING OUT

8.1 The Board shall not contract out any work presently being accomplished by the employees in the bargaining unit without first consulting with the representatives of the bargaining unit.

#### ARTICLE IX – SAVINGS

9.1 If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful, unenforceable, or not in accordance with Oregon Law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### ARTICLE X – FUNDING

- 10.1 The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances, by vote of the citizens.
- 10.2 All such compensation is therefore contingent upon sources of revenue and, where applicable, voter budget approval. The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The District agrees to include in its budget requests amount sufficient to fund the compensation provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

#### ARTICLE XI – NON–DISCRIMINATION

11.1 The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, sexual orientation, education, national origin, membership or non-membership in the Association. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees. Grievances alleging a violation of this provision shall not be appealable to binding arbitration under section 23.9 of this Agreement.

#### ARTICLE XII – WORK SCHEDULES

- 12.1 Employees shall adhere to the daily schedule and shall make no commitments that will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to the principal or supervisor prior to the anticipated absence and/or late arrival or early leaving. Except in cases of emergency, employees shall not leave the station to which they are assigned during regular working hours without the consent of their designated supervisor.
- 12.2 All classified personnel shall receive a ten (10) minute break from their assigned duties during every segment of four (4) hours or a major portion thereof worked in one period of consecutive service with the break as close as possible to the two (2) hour interval.
- 12.3 Classified personnel who work six (6) hours or more daily shall receive a duty-free, except in cases of emergency, lunch period of at least one-half hour.
- 12.4 Any employee recalled to work by their supervisor after their normal work day and after they have

left the District premises for the day may choose to either work for as long as it takes to complete the task(s) for which the employee was recalled, or to work at least two (2) hours. The employee will be paid their normal rate of pay. This provision does not apply to voluntary substitute work, working under a different job description, or to work that is of a regular, scheduled nature.

- 12.5 Whenever members of the maintenance or custodial staff are required by the District to work on their currently scheduled days off, the time will be paid at the overtime rate. The District shall not automatically incur the overtime rate when the employee voluntarily agrees to work on scheduled days off.
- 12.6 Overtime: For the purpose of computing overtime, each eligible unit member shall be compensated for each hour of overtime worked as authorized in advance by the employee's immediate supervisor at the rate of one and one-half times the employee's regular rate of pay. All overtime is subject to the following circumstances:
  - 12.6.1 Overtime shall accrue for all assigned work in excess of forty (40) hours in any work week per ORS 653.268.
  - 12.6.2 Overtime shall be calculated to the minute.
- 12.7 Compensatory Time: Compensatory time may be accrued by unit members who are twelve (12) month employees, secretaries, or media specialists scheduled for more than 190 days in lieu of paid overtime based on agreement between the employee and the employee's supervisor.
  - 12.7.1 Up to a total of eighty (80) hours of compensatory time may be accrued by an eligible unit member in lieu of paid overtime with advanced approval of the unit member's immediate supervisor prior to May 15. Accrued comp time must be used prior to May 15 of the fiscal year in which it has accrued. If approved, compensatory time shall accrue at time and one half for assigned work in excess of forty (40) hours in any work week.
  - 12.7.2 Compensatory time may be used only with advanced approval of the unit member's immediate supervisor and only during times when a substitute is not necessary to cover the unit member's assigned duties.
  - 12.7.3 Use of comp time may be granted in increments of half-hour to full-day blocks of time by mutual agreement between the employee and supervisor.
  - 12.7.4 When a unit member is unable to schedule compensatory time the unit member shall be paid for the accrued but unused compensatory time by May 15.
- 12.8 Extended Responsibilities:
  - 12.8.1 Bargaining unit employees, who apply and are selected by the District to provide services outside of their regular duties under the Extended Responsibility Schedule established by the District, will do so without accumulating time worked in such capacity toward the

payment of overtime. Compensation for such services shall be according to the rates established in the attached Extended Responsibility Schedule.

- 12.8.2 This Agreement and this provision is intended to waive the District's obligation to pay overtime or any rate of pay, under any state or federal law, other than that indicated in the attached Extended Responsibility Schedule, or to provide minimum employment conditions (except as specified in this Agreement) and is intended to fulfill the requirements of all applicable law, including ORS 653.261 and OAR 839-020-0030.
- 12.8.3 Classified employees provide extended responsibility services entirely on a voluntary basis and both the District and the employee may terminate such services at any time.
- 12.8.4 Classified employees providing extended responsibility services shall be compensated at the same rate as outlined in the District and Certified Extended Responsibility Salary and Position Schedule for the year in which the service is performed. A classified employee selected to provide services shall be furnished, upon written request, a copy of the schedules upon their selection to the position.

## ARTICLE XIII – INSURANCE

13.1 For unit members hired before July 1, 2015, and subject to Section 13.7, the District will pay toward premium costs for full family health and accident insurance coverage for each unit member who regularly works twenty (20) hours or more per week. Unit members hired before July 1, 2015, whose work hours are increased to meet the minimum twenty (20) hours requirement will immediately be placed in the insurance program. The District will pay toward premium costs for full family health and accident insurance coverage for all bus drivers hired after July 1, 2015, who regularly work twenty (20) hours or more per week.

For unit members (other than bus drivers) hired after July 1, 2015, and subject to Section 13.7, the District will pay toward premium costs for full family health and accident insurance coverage for each unit member who regularly works thirty (30) hours or more per week, effective at the first of the next month after hire date. Unit members whose work hours are increased to meet the minimum thirty (30) hours requirement will immediately be placed in the insurance program.

13.2 For unit members hired before July 1, 2015, and subject to Section 13.7, the District will pay toward premium costs for full family dental insurance coverage for each unit member who regularly works twenty (20) hours or more per week. Unit members hired before July 1, 2015, whose work hours are increased to meet the minimum twenty (20) hours requirement will immediately be placed in the insurance program. The District will pay toward premium costs for full family dental insurance coverage for all bus drivers hired after July 1, 2015, who regularly work twenty (20) hours or more per week.

For unit members (other than bus drivers) hired after July 1, 2015, and subject to Section 13.7, The District will pay toward premium costs for full family dental insurance coverage for each unit member who regularly works thirty (30) hours or more per week, effective at the first of the next

month after hire date. Unit members whose work hours are increased to meet the minimum thirty (30) hours requirement will immediately be placed in the insurance program.

13.3 For unit members hired before July 1, 2015, and subject to Section 13.7, the District will pay premium costs for individual life insurance coverage in the amount of \$20,000 for each unit member who regularly works twenty (20) hours or more per week, effective at the first of the next month after hire date. Unit members hired before July 1, 2015, whose work hours are increased to meet the minimum twenty (20) hours requirement will immediately be placed in the insurance program. The District will pay toward premium costs for individual life insurance coverage for all bus drivers hired after July 1, 2015, who regularly work twenty (20) hours or more per week.

For unit members (other than bus drivers) hired after July 1, 2015, and subject to Section 13.7, The District will pay premium costs for individual life insurance coverage in the amount of \$20,000 for each unit member who regularly works thirty (30) hours or more per week, effective at the first of the next month after hire date. Unit members whose work hours are increased to meet the minimum thirty (30) hours requirement will immediately be placed in the insurance program.

13.4 For unit members hired before July 1, 2015, and subject to Section 13.7, the District will pay toward premium costs for full family vision insurance coverage for each unit member who regularly works twenty (20) hours or more per week. Unit members hired before July 1, 2015, whose work hours are increased to meet the minimum twenty (20) hours requirement will immediately be placed in the insurance program. The District will pay toward premium costs for full family vision insurance coverage for all bus drivers hired after July 1, 2015, who regularly work twenty (20) hours or more per week.

For unit members (other than bus drivers) hired after July 1, 2015, and subject to Section 13.7, the District will pay toward premium costs for full family vision insurance coverage for each unit member who regularly works thirty (30) hours or more per week, effective at the first of the next month after hire date. Unit members whose work hours are increased to meet the minimum thirty (30) hours requirement will immediately be placed in the insurance program.

13.5 For unit members hired before July 1, 2015, and subject to Section 13.7, the District will pay premium costs for individual long-term disability insurance coverage for each unit member who regularly works twenty (20) hours or more per week. Unit members hired before July 1, 2015, whose work hours are increased to meet the minimum twenty (20) hours requirement will immediately be placed in the insurance program. The District will pay toward premium costs for individual long-term disability insurance coverage for all bus drivers hired after July 1, 2015, who regularly work twenty (20) hours or more per week.

For unit members (other than bus drivers) hired after July 1, 2015, and subject to Section 13.7, The District will pay premium costs for individual long-term disability insurance coverage for each unit member who regularly works thirty (30) hours or more per week, effective at the first of the next month after hire date. Unit members whose work hours are increased to meet the minimum thirty (30) hours requirement will immediately be placed in the insurance program.

- 13.6 The District shall not pay insurance premiums for an employee beyond the last day of employment.
- 13.7 Beginning October 1, 2018, the District shall pay up to \$1,275 per eligible unit member per month toward the premium costs and the unit member will pay the balance.

Beginning October 1, 2019, the District shall pay up to \$1,305 per eligible unit member per month toward the premium costs and the unit member will pay the balance.

The parties agree to reopen the contract in the second year of the Agreement to determine the amount the District shall pay toward insurance premium costs beginning on October 1, 2020.

The parties agree to reopen in the third year of the Agreement on the issue of the amount the District shall pay toward insurance premium costs beginning October 1, 2021.

Deductions for employee annual out-of-pocket insurance premium contributions will be divided by the number of months worked and deducted in equal amounts from the unit member's paycheck.

- 13.8 If employees hours are reduced after the beginning of the school year to a level that would make the employee ineligible for benefits, benefits shall be continued for that employee as if the hours had not been reduced, until the end of the school year or until they stop working for the District, whichever comes first.
- 13.9 Employees ineligible for District payment of benefits shall be allowed to purchase some or all of the Districts insurance programs mentioned above, at no cost to the District and entirely at the option of the insurance carriers.
- 13.10 The District will comply with all requirements adopted by the OEBB board.

#### ARTICLE XIV - PERSONAL OR EMERGENCY LEAVE

- 14.1 Two (2) days of personal and/or emergency leave will be granted without loss of pay, when the following conditions are met:
  - 14.1.1 The request for leave is in writing and submitted to the supervisor a minimum of 5 days prior to the leave except in the case of an emergency.
  - 14.1.2 The Superintendent or designee verifies that qualified substitutes are available for the requested day(s).
  - 14.1.3 The Superintendent or designee may extend this leave for family illness, without pay.
- 14.2 One (1) day of personal and/or emergency leave will be granted with the employee assuming the cost of substitute when the following conditions are met:
  - 14.2.1 The request for leave is in writing and submitted to the supervisor a minimum of 5 days

prior to the leave except in the case of an emergency.

- 14.2.2 The Superintendent or designee verifies that qualified substitutes are available for the requested day.
- 14.2.3 The Superintendent or designee may extend this leave for family illness, without pay.
- 14.3 If no personal leave days are used, the District will reimburse the employee \$125 by July 15 for the prior school year. (Total of 3 days; 2 days personal leave and 1 day cost of substitute leave.)

#### ARTICLE XV – SICK LEAVE

- 15.1 Sick Leave:
  - 15.1.1 Classified employees shall be granted sick leave at the rate of one (1) day per month shall be granted with full pay for a minimum of ten (10) days per year. Twelve-month employees shall be granted twelve (12) days sick leave per year.
  - 15.1.2 Annual sick leave shall be credited to the employee on the first day of July, or the first day the employee reports to work. In the case of new personnel, sick leave shall be credited on the first day of active employment and shall consist of one day for each remaining month in the fiscal year, but at no time shall exceed twelve (12) days per year. However, if an employee voluntarily terminates employment prior to the end of the work year and has used sick leave in excess of the equivalent of one (1) day per month and in excess of available sick time per subsection 15.2 below, an amount equivalent to the unearned sick leave for which the employee was previously paid shall be deducted from that employee's final paycheck.
  - 15.1.3 An employee may use sick leave for any of the purposes specified in ORS 653.616 to the extent that the employee has available sick time per subsection 15.2 below. If the employee does not have available sick time, the employee may use sick leave for the employee's personal illness or injury or illness or injury of a member of the employee's immediate family. For the purposes of this section, immediate family means a spouse, domestic partner, child, step-child, parent, or parent-in-law.
  - 15.1.4 Current annual sick leave shall accumulate to unlimited days. Upon retirement, an employee's sick leave shall revert to zero.
- 15.2 Sick Time: If the district is required to provide classified employees sick time under ORS 653.601– 653.661 (Oregon Sick Time Law), the district will grant sick time to each employee in compliance with the Oregon Sick Time Law on either an accrual or front loading basis, at the district's discretion per district policy. An employee may use sick time for any of the purposes specified in ORS 653.616, and sick time shall run concurrently with sick leave.
- 15.3 For an absence in excess of five (5) consecutive days or a recurring illness, a written statement from

the treating physician may be required. If the absence is extended over successive pay periods, these verifications of illness or disability must be submitted regularly each month or worded in a way that the physician indicates the length of the illness.

- 15.4 Those individuals who, for religious reasons, do not employ a physician shall be expected to furnish proof as required by the administration.
- 15.5 The Board shall permit employees to transfer a maximum of seventy-five (75) accumulated days of sick leave accumulated in another Oregon Public K-12 school district.
- 15.6 Transferable sick leave shall be determined by the Superintendent or Deputy Clerk after receiving certification from school districts granting prior sick leave.
- 15.7 Members of the OSEA bargaining unit shall be allowed to use sick leave for the illness of family members, in accordance with the standards set forth in the Oregon Family Leave Act and the Family Medical Leave Act.
- 15.8 If an employee uses all of their sick leave and other appropriate paid leaves accrued by the employee, and is absent for an OFLA/FMLA qualifying leave, the District will allow bargaining unit members to voluntarily donate the earned/unused personal\* and/or vacation leave on an individual basis to provide leave for another employee.

When a need for donations is recognized, the district shall allow the Association to notify the membership of the need for donations of personal\* and/or vacation leave with the employee's permission. An employee may donate up to a maximum two days of their accrued but unused personal and/or vacation leave to be used by the designated employee.

The maximum amount of leave donated to each employee in need shall not exceed sixty (60) days. The district shall account for any donations and use. If more leave is donated than required, donated leave not accessed shall remain in a donated leave account and used by the next employee require assistance.

\*Personal leave donation is limited to paid personal days and does not include cost-of-substitute personal days.

## ARTICLE XVI – BEREAVEMENT ABSENCE

16.1 Upon employee request, the administration shall grant bereavement leave up to five (5) days each case, non-accumulative. If an employee has sick time available pursuant to Article 15.2 above, sick time shall run concurrently with the bereavement leave called for herein. Bereavement leave shall be limited to two (2) days for the death of a person who is not an immediate family member as defined by OFLA/FMLA.

#### ARTICLE XVII – EDUCATIONAL TRAINING LEAVE

- 17.1 Educational training leave may be granted with pay, upon the recommendation of the Superintendent. Such leave may be granted according to the needs of the employee and the District.
- 17.2 Employees shall be reimbursed for expenses incurred during an educational training leave.

#### ARTICLE XVIII – EMERGENCY ABSENCE

- 18.1 For absences caused by inability to reach school because of flood, storm, or such acts of God, the employee shall expect no penalty for up to five (5) days when the absence is approved by the District.
- 18.2 When weather conditions make it necessary to close school, all twelve (12) month classified employees will report to work unless they are excused from work by their immediate supervisor. All other classified employees have the option to report to work however they will not receive compensation for the day unless they report and perform work.
  - 18.2.1 If any bus drivers or cooks are already on the job at the time of the notification of closure, they will be paid for the time already on the job with the minimum of two (2) hours.
  - 18.2.2 In the event of a delayed school day, all classified employees, except those listed in 18.2, shall report to work at the delayed opening time of the school. As in 18.2 above, employees arriving late because of the delayed opening will only be paid for actual hours worked.
- 18.3 The District may require all employees to work any additional days the Board reschedules as a result of school closures. Makeup days for days missed during emergency closure may be scheduled at any time during the school year or at the end of the school year, when the District gives notice of at least sixty (60) calendar days. Employees shall receive compensation for the hours worked on the makeup day. If the District schedules any makeup days, an employee may request at least thirty (30) days in advance not to report for work on one or more of the makeup day(s) due to extenuating circumstances. Requests for release shall be granted or denied by the superintendent or designee at their discretion.

#### **ARTICLE XIX** – LEGAL LEAVE

- 19.1 Jury duty leave shall be granted as necessary. However, if a qualified substitute is not available, then the superintendent will request the court to release the employee in question from jury duty.
- 19.2 The employee is to notify the building principal or supervisor and file a leave request form when first called for jury duty and in turn the principal or supervisor will notify the superintendent.
- 19.3 Employees shall not accept any jury duty pay received. This shall not apply to mileage or meal reimbursement.
- 19.4 An employee required to appear before a court, legislative committee or other judicial or quasi-

judicial body, as a witness in response to a subpoena, summons or other legal order where such appearance conflicts with work hours shall seek a compromise on the schedule to appear. If the request is denied, and the matter is related to the employee's work for the District, the employee will be granted the time without loss of pay and will remit any witness fees to the district (excluding mileage reimbursement). For appearances to testify against the District, substitute pay will be deducted from the employee's wage.

An employee who must miss work based on involvement as a party of interest in a legal matter unrelated to the employee's work for the District will be granted unpaid leave after providing the District with documentation from a court or other judicial or quasi-judicial body showing the date and time of the requested appearance.

#### ARTICLE XX – TEMPORARY DISABILITY LEAVE

- 20.1 Temporary disability leave without pay may be granted for up to one year.
- 20.2 Temporary disability leave shall not be allowed to accumulate sick leave.
- 20.3 Sick leave may be used for temporary disability leave.

#### ARTICLE XXI – MILITARY LEAVE

- 21.1 Military leave will be authorized in accordance with current Veterans' Laws of the State of Oregon.
  - 21.1.1 Military leave should not be requested unless every effort has been made to schedule the military duty outside regular school time.
  - 21.1.2 Military leave requests should be made ten (10) days prior to desired date of leave.
  - 21.1.3 Military leave returnees will be required to furnish proof of active duty.
  - 21.1.4 Military leave shall in no way cause a penalty to the employee's position or his place on the wage schedule.
  - 21.1.5 When the employee is involuntarily called to active duty, military leave will be granted until the employee's discharge.
  - 21.1.6 When involuntarily called to active duty, the employee shall accumulate experience steps on the wage schedule at the rate of one (1) year military service to one (1) year school experience.
  - 21.1.7 Employees will make every effort to schedule summer camps and other active duty time during non-school time.

#### ARTICLE XXII - VACANCIES, PROMOTIONS, AND TRANSFERS

- 22.1 When a permanent vacancy or new position occurs in the District within the bargaining unit, the district may transfer an existing employee into the position within the same job title without posting the position if such a transfer would not change the employee's eligibility for benefits. If the District does not fill the vacancy through a transfer, then an employee who is part of that unit may apply for the open position. Notice of job vacancies, which are not filled by a transfer of an existing employee, will be posted in a conspicuous place in each building for a minimum of seven (7) days prior to closing, with a copy sent to the Association President.
- 22.2 In filling vacancies or new positions, the District shall employ, transfer or promote the person who, in the District's judgment, is the most qualified for the open position. Skill, ability, compatibility, seniority and past work record shall be among the factors considered by the District. When in the District's judgment, the candidates have equal qualifications; seniority shall be the deciding factor. This, under no circumstances, shall prevent the District from interviewing candidates from outside of the bargaining unit. It would be expected that the most qualified person would fill any vacancies, either from within the bargaining unit or not.
- 22.3 <u>Previous work experience</u>: Placement of new employees shall be at the discretion of the superintendent. The local Association President will be advised in writing of the placement of all new employees.
- 22.4 <u>Promotions</u>: Any classified employee who is advanced to a job classification receiving a higher rate of pay on the wage schedule will be placed on the schedule at the lowest step which would provide an average step increase based on the employee's current rate of pay.
  - 22.4.1 An employee promoted to a new position which the employee has not held in the district before will not receive an increment step in the new position for the coming year unless the employee has been in the position for 135 days (9 month positions) or 180 days (12 month positions).

#### ARTICLE XXIII – GRIEVANCE PROCEDURE

- 23.1 A grievance, for the purpose of this Contract, is defined as any complaint, or controversy between any employee in the bargaining unit, or the Association and the Board involving:
  - 23.1.1 The interpretation or application of the provisions of this Contract.
  - 23.1.2 The established policies, procedures, or conditions affecting employees in the bargaining unit. (Note: a grievance over 23.1.2 may be carried to the Board level and not to binding arbitration).
  - 23.1.3 For clarification purposes the time limits as listed below are to be considered as working days and not calendar days. A working day is considered as a day the District Office is open for routine business. The number of days indicated at each level should be considered as a

maximum and every effort should be made to expedite the process.

- 23.2 The grievant accompanied by an Association representative will discuss the grievance with the principal or immediate supervisor, with the objective of resolving the matter informally within fifteen (15) days of the act or condition which is the basis of his complaint. If the grievant had no knowledge of said occurrence at the time of its happening, then within fifteen (15) days of the first such knowledge.
- 23.3 If the grievant is not satisfied with the disposition of the grievance, the grievant may file a written grievance with the immediate superior (who has administrative authority to act) within ten (10) days following the informal meeting with the immediate supervisor or principal. This complaint shall set forth the grounds upon which the complaint is based and the reasons why the grievant considers the decision rendered unacceptable. The immediate supervisor shall communicate a decision in writing within ten (10) days to the aggrieved.
- 23.4 Within ten (10) days of receipt of the decision rendered by the immediate supervisor, the grievant, if not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent or the Superintendent's representative, who by job description has the administrative authority by Board policy to act in the matter of grievances.
- 23.5 Appeals to the Superintendent or representative shall be heard within ten (10) days of receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the grievant, the grievant representative, or any other persons officially involved in the grievance.
- 23.6 Within ten (10) days of hearing the appeal, the Superintendent or representative shall communicate to the grievant and the bargaining unit's representative a written decision which shall include supporting reasons.
- 23.7 If the grievant is not satisfied with the decision of the Superintendent or his representative, the grievant may file an appeal within ten (10) days with the Board. Within ten (10) days of receipt of the appeal, the Board will notify all official parties of a hearing to be held. The Board shall hear arguments of the Superintendent, the grievant, and/or the grievant representative.
- 23.8 Within thirty (30)\_days following the hearing, the Board shall render a decision in writing to all official parties.
- 23.9 Within ten (10) days of receipt of the Board's decision, Notice shall be served the Board of the Association's decision to appeal to binding arbitration. The Association shall, after serving notice to the Board, request a list of arbitrators from the Employment Relations Board. The arbitrator shall have no power or authority to rule on or decide any subject not specifically set forth in the expressed terms of this contract, nor shall the arbitrator decide any subject not expressed or contemplated by the parties. Moreover, the arbitrator shall not substitute personal judgment for that of the parties in any manner not specifically contemplated or clearly expressed.
- 23.10 The grievant shall have the option of having Association representation at any step of the grievance

procedure.

#### ARTICLE XXIV – DISMISSAL

- 24.1 Except in cases where the District determines that serious misconduct has occurred, the principles of progressive discipline shall apply.
- 24.2 Suspension In the event of the District determines that serious misconduct has occurred, the employee may be suspended from employment, with pay, until such charges are investigated and a decision is made to continue or terminate employment. If the District decides to terminate the affected employee, the actions required in 24.1 above shall be waived. If the employee is cleared of the charges, the affected employee will be immediately reinstated without loss of pay or other benefits. If the charges are upheld, the termination date will be the date of suspension.
- 24.3 Probationary Employees Probationary employees may be dismissed at any time during the probationary period if, in the judgment of the immediate supervisor, the employee is unwilling to or incapable of doing the job for which hired, or is performing in an unsatisfactory manner as determined by the District.
- 24.4 Classified employees will not be disciplined, except for just cause. This shall not apply to probationary employees.
- 24.5 This article does not apply to terminations that are due to an employee's inability to perform the assigned work due to incapacitation. On an individual basis, employees may be eligible for temporary disability leave per Article 20.

#### ARTICLE XXV – STRIKES AND LOCKOUTS

- 25.1 Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the right, privileges or obligations of employment. In the event that any employee violates this Article, the Association shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined as the Board deems necessary.
- 25.2 The District agrees to have no lockouts for employees.
- 25.3 This Article is subject to Oregon Revised Statutes.

#### ARTICLE XXVI – TERM OF AGREEMENT

- 26.1 The effective date of the Agreement shall be July 1, 2018, and it shall remain in full force and effect through June 30, 2022.
- 26.2 The Association will notify the District no later than ninety (90) days prior to the expiration of this Agreement of its intent to open this Agreement for the purposes of negotiating a subsequent agreement.
- 26.3 The one remaining current employee hired in the deleted secretary I (now department secretary) job classification prior to signing of the 1997 Agreement, shall be retained in the secretary II classification, for the duration of their employment in those specific positions. As each of the three positions becomes vacant, it will revert back to the department secretary classification prior to hiring of a replacement employee.
- 26.4 Beginning July 1, 2018, and continuing through June 30, 2019 the 2017-2018 wage schedule will be increased by 2% (See attachment #1 2018-2019 Classified Wage Schedule.)

Effective July 1, 2018 the bottom step on the Classified Wage Schedule shall be dropped and the remaining steps renumbered, Step 1 to Step 10.

Beginning July 1, 2019, and continuing through June 30, 2020 the 2018–2019 wage schedule will be increased by 2%. (See attachment #2 - 2019–2020 Classified Wage Schedule.)

The parties agree to reopen in the second year of the Agreement on the issue of a percentage increase to be applied to the 2019–2020 wage schedule effective July 1, 2020 for the 2020–2021 school year.

The parties agree to reopen in the third year of the Agreement on the issue of a percentage increase to be applied to the 2020-2021 wage schedule effective July 1, 2021 for the 2021-2022 school year.

Effective July 1, an increment step increase will be granted to employees who are eligible to move on the wage schedule.

#### ARTICLE XXVII – WAGE REGULATIONS

#### 27.1 Annual Incentive Wages:

- 27.1.1 Add \$450.00 per year for graveyard-shift custodians. Add \$250.00 per year for swing-shift custodians.
- 27.1.2 Add \$100 per month (12 months per year) for head custodians.
- 27.1.3 Add \$100 per month (9 months per year) for head cooks.
- 27.1.4 Head cooks, assistant cooks, satellite cooks, snack bar cooks, and cooks helpers will receive

one free meal daily when on duty.

## 27.1.5 Option for Twelve (12) Equal Paychecks

Employees who work less than 12 months shall have the option of receiving twelve (12) equal pay checks. Employees who choose 12 equal pay checks (September-August) must notify the district and submit required paperwork no later than September 5 of each year. Employees shall receive three (3) equal pay checks on the normally scheduled payday in the month of June for June, July, and August. If an employee has selected the twelve-month option and resigns, is terminated, or is otherwise removed from employment by the District, and the employee has been overpaid, then the district may deduct the overpayment from the employee's final paycheck.

## 27.2 Paid Holidays:

<u>9-10 Month Employee</u> – Regular full-time or regular part-time employees shall be granted eight (8) or nine\* (9) holidays paid equal to the number of daily hours regularly scheduled for work. The specified holidays are:

- 27.2.1 Veteran's Day
- 27.2.2 Thanksgiving Day
- 27.2.3 Day following Thanksgiving Day
- 27.2.4 Christmas Day
- 27.2.5 New Year's Day
- 27.2.6 Martin Luther King Day
- 27.2.7 President's Day
- 27.2.8 Memorial Day
- 27.2.9 \*Labor Day If Labor Day falls within the scheduled work year of any 9–10 month employees, it will also be considered as a paid holiday for those individuals. Labor Day will not be considered a paid holiday for a member of the unit unless work is directed by the supervisor or administrator before Labor Day when Labor Day is not within the unit members' scheduled work year.

<u>12 Month Employees</u> – Regular full-time or regular part-time employees shall be granted eleven (11) holidays paid equal to the number of daily hours regularly scheduled for work. The specified holidays are in addition to the holidays listed above:

- 27.2.10 Independence Day
- 27.2.11 Day prior to or following Christmas Day

If Christmas Day, New Year's Day, Veteran's Day, Independence Day, or the day prior to or after Christmas Day falls on a weekend, either the previous workday(s) or the next workday(s) shall be taken as a paid holiday per the schedule set out each year by the District.

#### 27.3. Paid Vacation Leave

Years of Service	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
12 Month Employee	10	10	10	10	10	11	12	13	14	15	16	17	18	19	20	25	25	25	25	25
9–10 Month Employee Hired Before 7–1–1981	5	5	5	5	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
9–10 Month Employee Hired After 6–30–1981 But Before 7–1–2003	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15	15	15	15	15
	Number of Paid Vacation Days																			

- 27.3.1 Vacation time accrued by the 12 month employees shall be scheduled in advance at times mutually agreed upon between the employee and supervisor, and approved by the superintendent or designee.
- 27.3.2 Vacation time shall be compensated for at the end of the year for <u>less than</u> twelve (12) month employees hired prior to July 1, 2003.
- 27.3.3 Vacation days for new twelve (12) month employees shall be awarded in the current fiscal year at the rate of .83 days per month from the date of hire; however no vacation days may be used during the probationary employment period.
- 27.3.4 Nine (9) and ten (10) month employees hired on or after July 1, 2003, shall not receive a paid vacation benefit.
- 27.3.5 All vacation time accrued by employees before July 1, 2019, in excess of 20 days will be paid out by the District at the employee's rate of pay effective during the 2018–19 fiscal year. Beginning on July 1, 2019, classified employees entitled to vacation time per this Section 27.3 may carry over up to 20 days of unused vacation time to the following fiscal year. Should a classified employee have more than 20 days of vacation time at the end of the fiscal year, the District will pay the employee for up to 20 days of unused vacation time by June 30.
- 27.4 Total Yearly Pay:
  - 27.4.1 Hourly rate times number of daily hours times total days per year (workdays plus paid holidays plus paid vacation days = total days per year).
  - 27.4.2 Hours per day for each position shall be assigned by the District Superintendent or designee.
- 27.5 Personnel will be placed on the wage schedule by the District Superintendent or designee.

- 27.6 For District-sponsored extra-curricular bus trips, the regular bus driver pay scale will be used. When trips require overnight stays, driving time will be paid at the driver's regular hourly rate of pay. Layover time will be paid at step 1 of the bus driver rate. Layover time is defined as on duty time (engaged to wait, not released, or engaged in non driving-activities), and is distinguished from offduty time (waiting to be engaged, released). Lodging and meals for bus drivers will be paid by the District.
- 27.7 <u>Working Out of Classification</u>: When an employee temporarily substitutes fewer than ten (10) days for another employee in a higher paying job classification, the substituting employee will be paid at the rate for the higher classification, based on the substitute's current step on the wage schedule.
  - 27.7.1 When an employee temporarily replaces another employee in a higher paying job classification or the District assigns an employee to provide extra help in another classification, the replacement employee will be paid on the higher wage range at the lowest step which will provide an increase of at least one average step based on his/her current placement.
  - 27.7.2 An employee who accepts a temporary position working out of classification with the District, at a higher rate of pay per 27.7.1 above, shall not have his/her wage reduced if the position becomes permanent, but shall not receive an additional promotion step as described in Article 22.4.1.
- 27.8 The wage increment step will be granted automatically at the beginning of each fiscal year.
- 27.9 Asbestos Program
  - 27.10.1 The District shall provide annual medical examinations for asbestos workers.
  - 27.10.2 The District shall provide to asbestos workers, an additional premium pay of \$16.00 per hour for actual hours of asbestos work as recorded on the log.
  - 27.10.3 When it becomes necessary to suit up in protective clothing and respirator to enter an area with the Permissible Exposure Limit (PEL) higher than OSHA's established limit of .2 f/cc, or when working in an area where the PEL could be raised above the legal limit due to disturbing asbestos while working and the donning of protective clothing and respirator is required, the payment of the additional premium pay will be authorized.
- 27.10 Longevity Recognition Payment: Effective July 1, 2015, bargaining unit members shall receive longevity recognition payments as follow:
  - 27.10.1 On the fifteenth (15<sup>th</sup>) anniversary date of their hire, the member will receive a one-time longevity recognition payment of \$750 as a separate check but subject to all payroll withholdings.

- 27.10.2 On the twentieth (20th) anniversary date of their hire, the member will receive a one-time longevity recognition payment of \$1,250 as a separate check but subject to all payroll withholdings.
- 27.10.3 On the twenty-fifth (25th) anniversary date of their hire, the member will receive a one-time longevity recognition payment of \$1,750, as a separate check but subject to all payroll withholdings.
- 27.10.4 On the thirtieth (30th) anniversary date of their hire, the member will receive a one-time longevity recognition payment of \$2,250, as a separate check but subject to all payroll withholdings.

# SIGNATURES OF AGREEMENT

FOR OREGON SCHOOL EMPLOYEES ASSOCIATION Madras Chapter 54

Jeremiah Whited, Chapter President

\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR JEFFERSON COUNTY SCHOOL DISTRICT 509-J Board of Directors

\_\_\_\_

Courtney Snead, Chairperson

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Date:\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

#### 2018-2019 CLASSIFIED WAGE SCHEDULE

A. The District will pay employee retirement contributions to Public Employees Retirement System (PERS pick up).

B. This schedule is in effect July 1, 2018.

C. This schedule reflects a 2% increase over the 2017-2018 wage schedule.

D. Effective July 1, 2018 the bottom step on the Classified Wage Schedule shall be dropped and the remaining steps renumbered, Step 1 to Step 10.

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Network Admin	Α	\$29.42	\$30.01	\$30.60	\$31.20	\$31.78	\$32.42	\$32.99	\$33.58	\$34.18	\$34.77
Network Specialist	В	\$23.97	\$24.56	\$25.16	\$25.77	\$26.34	\$26.94	\$27.55	\$28.14	\$28.73	\$29.31
Com Lia	С	\$22.91	\$23.53	\$24.10	\$24.81	\$25.39	\$25.94	\$26.56	\$27.14	\$27.73	\$28.32
M & Tec A	D	\$21.24	\$21.80	\$22.39	\$22.91	\$23.52	\$24.05	\$24.60	\$25.31	\$25.79	\$26.34
MII	E	\$20.69	\$21.43	\$21.99	\$22.57	\$23.22	\$23.78	\$24.37	\$24.95	\$25.55	\$26.12
Dr Tr	F	\$19.60	\$20.26	\$20.84	\$21.47	\$21.96	\$22.51	\$22.91	\$23.66	\$24.26	\$24.86
A Clerk I	G	\$18.84	\$19.47	\$20.05	\$20.68	\$21.18	\$21.70	\$22.12	\$22.87	\$23.46	\$24.06
Head Cust	н	\$18.57	\$19.17	\$19.60	\$20.26	\$20.84	\$21.44	\$21.96	\$22.55	\$23.10	\$23.69
A Cu pr 97	I.	\$17.93	\$18.47	\$19.08	\$19.58	\$20.23	\$20.82	\$21.43	\$21.96	\$22.55	\$23.10
Bus Dr	J	\$17.39	\$18.05	\$18.63	\$18.94	\$19.88	\$20.42	\$20.99	\$21.56	\$22.22	\$22.73
Sec II	к	\$17.05	\$17.66	\$18.16	\$18.76	\$19.34	\$19.95	\$20.45	\$21.04	\$21.59	\$22.20
AsstCust 97/Head Cook	L	\$16.37	\$16.91	\$17.50	\$18.06	\$18.70	\$19.23	\$19.78	\$20.37	\$20.92	\$21.49
Dep Sec/Media Asst.	м	\$14.93	\$15.41	\$15.88	\$16.35	\$16.91	\$17.39	\$17.91	\$18.34	\$18.84	\$19.31
1A II/Assistant Cook	Ν	\$14.20	\$14.67	\$15.14	\$15.63	\$16.15	\$16.64	\$17.12	\$17.63	\$18.08	\$18.58
I A & Wh	0	\$13.50	\$13.86	\$14.29	\$14.74	\$15.12	\$15.42	\$15.89	\$16.30	\$16.64	\$17.00
Cook Help	Р	\$13.21	\$13.65	\$13.97	\$14.43	\$14.79	\$15.16	\$15.57	\$15.91	\$16.32	\$16.78
Maint/Trans Help	Q	\$12.54	\$12.82	\$13.21	\$13.65	\$13.97	\$14.46	\$14.85	\$15.19	\$15.63	\$16.05

#### Job Classifications

JOD Class	incations		
G	Accounting Clerk I	н	Maintenance I
F	Adventure Course Facilitator	E	Maintenance II
с	American Sign Language Interpreter	Q	Maintenance Services Helper
Ν	Assistant Cooks	D	Mechanic
I.	Assistant Custodian (hired prior to 11-12-97)	к	Migrant Recruiter
L	Assistant Custodian, (hired on/after 11-12-97)	Α	Network Administrator
J	Bus Driver	В	Network Specialist
с	Campus Monitor	D	Payroll/Busine ss Specialist
С	Community Liaison	N	Satellite Cooks
Р	Cooks Helper	к	Secretary II
Q	Crossing Guard	к	SH Student Affairs Bookkeeper
м	Department Secretary	I.	SLP Assistant
F	Driver Trainer	Ν	Snack Bar Cooks
0	Food Service Delivery	D	Technology Assistant
L	Head Cook	Q	Transportation Services Helper
н	Head Custodian	м	Warehouse/Maintenance
к	Homeless Student recruiter	Α	HVAC Tech
ο	Instructional Assistant I	с	LME Electrician
Ν	Instructional Assistant II	F	Lead Driver
М	Library Media Assistant	E	Operations Assistant
Q	Lunchroom/Playground Monitor (Does not require HQ status)		

#### 2019-2020 CLASSIFIED WAGE SCHEDULE

A. The District will pay employee retirement contributions to Public Employees Retirement System (PERS pick up).

B. This schedule is in effect July 1, 2019.

C. This schedule reflects a 2% increase over the 2018-2019 wage schedule.

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Network Admin	Α	\$30.01	\$30.61	\$31.21	\$31.82	\$32.42	\$33.07	\$33.65	\$34.25	\$34.86	\$35.47
Network Specialist	В	\$24.45	\$25.05	\$25.66	\$26.29	\$26.87	\$27.48	\$28.10	\$28.70	\$29.30	\$29.90
Com Lia	с	\$23.37	\$24.00	\$24.58	\$25.31	\$25.90	\$26.46	\$27.09	\$27.68	\$28.28	\$28.89
M & Tec A	D	\$21.66	\$22.24	\$22.84	\$23.37	\$23.99	\$24.53	\$25.09	\$25.82	\$26.31	\$26.87
MII	E	\$21.10	\$21.86	\$22.43	\$23.02	\$23.68	\$24.26	\$24.86	\$25.45	\$26.06	\$26.64
Dr Tr	F	\$19.99	\$20.67	\$21.26	\$21.90	\$22.40	\$22.96	\$23.37	\$24.13	\$24.75	\$25.36
A Clerk I	G	\$19.22	\$19.86	\$20.45	\$21.09	\$21.60	\$22.13	\$22.56	\$23.33	\$23.93	\$24.54
Head Cust	н	\$18.94	\$19.55	\$19.99	\$20.67	\$21.26	\$21.87	\$22.40	\$23.00	\$23.56	\$24.16
A Cu pr 97	I.	\$18.29	\$18.84	\$19.46	\$19.97	\$20.63	\$21.24	\$21.86	\$22.40	\$23.00	\$23.56
Bus Dr	J	\$17.74	\$18.41	\$19.00	\$19.32	\$20.28	\$20.83	\$21.41	\$21.99	\$22.66	\$23.18
Sec II	к	\$17.39	\$18.01	\$18.52	\$19.14	\$19.73	\$20.35	\$20.86	\$21.46	\$22.02	\$22.64
AsstCust 97/Head Cook	L	\$16.70	\$17.25	\$17.85	\$18.42	\$19.07	\$19.61	\$20.18	\$20.78	\$21.34	\$21.92
Dep Sec/Media Asst.	м	\$15.23	\$15.72	\$16.20	\$16.68	\$17.25	\$17.74	\$18.27	\$18.71	\$19.22	\$19.70
1A II/Assistant Cook	Ν	\$14.48	\$14.96	\$15.44	\$15.94	\$16.47	\$16.97	\$17.46	\$17.98	\$18.44	\$18.95
I A & Wh	0	\$13.77	\$14.14	\$14.58	\$15.03	\$15.42	\$15.73	\$16.21	\$16.63	\$16.97	\$17.34
Cook Help	Р	\$13.47	\$13.92	\$14.25	\$14.72	\$15.09	\$15.46	\$15.88	\$16.23	\$16.65	\$17.12
Maint/Trans Help	Q	\$12.79	\$13.08	\$13.47	\$13.92	\$14.25	\$14.75	\$15.15	\$15.49	\$15.94	\$16.37

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J	Bus Driver	В	Network Specialist						
с	Campus Monitor	D	Payroll/Business Specialist						
С	Community Liaison	Ν	Satellite Cooks						
Р	Cooks Helper	к	Secretary II						
Q	Crossing Guard	к	SH Student Affairs Bookkeeper						
м	Department Secretary	I.	SLP Assistant						
F	Driver Trainer	Ν	Snack Bar Cooks						
0	Food Service Delivery	D	Technology Assistant						
L	Head Cook	Q	Transportation Services Helper						
н	Head Custodian	М	Warehouse/Maintenance						
к	Homeless Student recruiter	Α	HVAC Tech						
0	Instructional Assistant I	С	LME Electrician						
N	Instructional Assistant II	F	Lead Driver						
М	Library Media Assistant	E	Operations Assistant						
Q	Lunchroom/Playground Monitor (Does not require HQ status)								

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# MEMORANDUM OF AGREEMENT Labor Relationships

The Jefferson County School District 509–J (hereinafter "District") and the Oregon School Employees Association Chapter No. 54 (hereinafter "Association") agree as follows.

In our mutual efforts to foster better understanding and trust between the parties, the parties agree that:

- The Human Resources Director shall meet upon request by either party with the Association President and other OSEA representatives to review and discuss current District problems and practices and the administration of the Agreement between the Board and the Association.
- This agreement expires June 30, 2022.

OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER NO. 54 JEFFERSON COUNTY SCHOOL DISTRICT 509–J

\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

# MEMORANDUM OF AGREEMENT INSURANCE OPT OUT

The Jefferson County School District 509–J (hereafter "District") and the Oregon School Employees Association Chapter No. 54 (hereinafter "Association") agree as follows.

Insurance Benefits for this Memorandum of Agreement are Medical, Dental and Vision.

Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may "opt out" in accordance with the rules as set forth by the Oregon Educator Benefit Board (OEBB). Employees choosing to opt out must provide proof of other insurance coverage as required by the OEBB. If an eligible employee chooses to opt out of insurance coverage, the employee's decision shall be effective until the next open enrollment period unless reinstatement is otherwise provide by law. An employee can reinstate the insurance benefit and forfeit future benefit stipends should there be a qualified status change as defined by OEBB rules. In the event insurance coverage is reinstated the stipend shall cease. It is the intent of the parties that an employee shall not receive any insurance benefit and any portion of the stipend in the same month.

An eligible employee who opts out of the District insurance benefit by meeting the requirements outlined above shall, if and to the extent permissible under applicable law, receive a monthly stipend in lieu of the contractual insurance cap and such payment will be considered taxable income. Effective October 1, 2014 the monthly stipend will be four hundred dollars (\$400).

This Memorandum of Agreement is effective until June 30, 2022.

OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER NO. 54 JEFFERSON COUNTY SCHOOL DISTRICT 509–J

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Date:\_\_\_\_\_

Date:\_\_\_\_\_