AGREEMENT

between

MCMINNVILLE SCHOOL DISTRICT 40

and

OREGON SCHOOL EMPLOYEES ASSOCIATION

on behalf of

OSEA CHAPTER 90

July 1, 2018- June 30, 2022
Record of Ratification and Agreement

This Collective Bargaining Agreement was ratified by the McMinnville School District 40 Board of Directors at a meeting held on June 11, 2018 and by Oregon School Employees Association at a meeting of OSEA Chapter 90 held on June 11, 2018.

The Agreement between McMinnville School District 40 and Oregon School Employees Association on behalf of OSEA Chapter 90 shall be in effect from July 1, 2018 through June 30, 2022, unless otherwise expressly noted in the Agreement.

FOR THE DISTRICT

[Signature]
Chairperson, Board of Directors

[Signature]
Superintendent

6/25/18
Date

FOR THE UNION

[Signature]
President, OSEA Chapter 90

[Signature]
OSEA Field Representative

6/20/18
Date
Agreement between McMinnville School District and Oregon School Employees Association, Chapter 90, 2018-2022

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ARTICLE 1

RECOGNITION, TERM OF AGREEMENT, AND GENERAL PROVISIONS

Section A – Parties to the Agreement

1. This Agreement is entered into between the Board of Education on behalf of McMinnville School District No. 40, Yamhill County, McMinnville, Oregon, herein referred to as the "Board" or "District," and the Oregon School Employees Association herein referred to as “the Union” or “OSEA”, on behalf of OSEA Chapter 90.

2. 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 of classified personnel included in the bargaining unit.

Section B - Term of Agreement

All articles of the Agreement shall be effective as of July 1, 2018. The Agreement will continue through June 30, 2022. Either party may terminate this Agreement as of June 30, 2022, by giving written notice to the other party on or before March 1, 2022. If neither party gives notice to terminate this agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year unless and until written notice of termination is given on or before March 1 on any subsequent contract anniversary date. The salary and benefits for a successive year shall be the same as those for the 2021-2022 year.

Section C – Recognition

1. The Board recognizes the Union as the exclusive representative for all matters concerning wages, hours, and conditions of employment for all full-time and part-time regular and long-term temporary classified employees. Specifically excluded from the Union’s bargaining unit are supervisory employees, confidential employees, licensed teachers, short-term temporary, and substitute employees employed by the District.

2. Definitions:

a. A regular full-time classified employee is one who is normally scheduled to work at least thirty-seven and one half (37.5) hours weekly and is not otherwise excluded by this Article.

b. A regular part-time classified employee is one who works less than thirty-seven and one half (37.5) hours weekly and is not otherwise excluded by this Article.

c. A long-term temporary classified employee is one who is: a) hired to fill a position of extended duration where a regular classified employee is on extended leave exceeding ninety (90) consecutive work days; or, b) any other employee not otherwise excluded by this Article who is hired for a fixed period of time greater than ninety (90) consecutive working days but not exceeding twelve (12) calendar months in duration.
d. Supervisory and confidential employees are defined as those defined as such in ORS 243.650.

e. A licensed teacher is defined as one defined as such in ORS 342.120.

f. A short-term temporary employee is one who is hired for a specific period not to exceed ninety (90) consecutive working days. If, however, a position held by a short-term temporary employee exceeds ninety (90) consecutive work days, such position shall be posted as either a long-term temporary or a regular classified position and filled according to Article 7 of this Agreement and the District’s hiring procedures.

g. A substitute employee is one who replaces another employee who is on an approved leave or fills a position vacated due to transfer, termination, or resignation for a period not to exceed ninety (90) consecutive working days.

Section D - Effect of Agreement

1. No change, revision, alteration or modification of the Agreement, in whole or part, shall be valid unless reduced to writing and ratified by the Board and the Union.

2. There shall be three (3) signed original copies of the final Agreement for the purpose of records. One copy shall be retained by the District, one copy shall be retained by the Union, and one copy shall be retained by OSEA Chapter 90. The District shall print the Agreement subject to both parties having proofread for accuracy and with no deviation from a signed original.

3. The waiver of any term or condition of this Agreement or the breach of any of its provisions by either party shall not constitute a precedent in the future enforcement of any and all of its terms and conditions unless such a waiver or breach is explicitly agreed upon in written form by the parties.

Section E – Funding The parties recognize that the annual budget must be approved by the local School Board and the revenues needed to fund the compensation required by all aspects of this Agreement are contingent upon sources of revenue.

Should the state school fund revenue appropriation decrease by one million dollars from the previous year July 1 to June 30 allocation, the district may reopen the contract to negotiate changes to compensation, days and benefits under ORS.243.698.

Section F – No Strike/Lockout Neither the Association, its officers or agents, nor any members of the bargaining unit will support an illegal strike of the bargaining unit. Nothing in this Agreement will serve as a bar to an otherwise legal strike after the expiration of this contract, or to prevent bargaining unit members from exercising their freedom of speech by supporting other bargaining units during their non-duty time.

There will be no lockout of members of the bargaining unit by the District during the course of this Agreement.
Section G – Contracting Out  In the event the District intends to consider contracting out bargaining unit jobs, the District shall give notice of its intent to the Union prior to issuing a Request for Proposals (RFP).

The District recognizes its responsibility to enter into expedited bargaining with the Union concerning the impact of contracting out prior to final acceptance of the proposal. The District will engage in ninety (90) day mid-term bargaining in accordance with ORS 243.698.

The purchase of services from the ESD (Education Service District) is not considered contracting out and is recognized by OSEA that the district may use resolution credits or other funds to purchase services.

This arrangement shall not cause a layoff (as defined in Article 13, Section A.2 of the parties’ 2018-2022 Collective Bargaining Agreement) or a reduction in hours.
ARTICLE 2

DISTRICT RIGHTS

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:

1. The executive management and administrative control of the school system and its properties and facilities;

2. Hire all employees and determine their qualifications and the conditions of their continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer;

3. The unqualified right of assignment and direction of work of all its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and establish, modify, or change any work or business hours or days;

4. The unqualified right to establish the school calendar;

5. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedule, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;

6. Adopt reasonable rules and regulations;

7. Determine the qualifications of employees, including physical conditions;

8. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

9. Determine the placement of operations, production, services, maintenance, or distribution of work and the source of materials and supplies;

10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;

11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;

12. Determine the policy affecting the selection, testing, or training of employees providing such selection shall be based upon lawful criteria.
The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the State of Oregon.
ARTICLE 3

LEAVES

Section A - Sick Leave

1. Use of Sick Leave. Sick leave is available to employees as provided by ORS 332.507 on the basis of hours worked per day. "Sick leave" means absence from duty because of the school employee's illness or injury or for any reason set forth in state or federal law (for example FMLA/OFLA). Sick leave may also be used to care for an ill family member (family members are those defined by state or federal leave laws. The use of paid sick leave for up to 2 weeks of bereavement leave is allowed for the death of a family member as part of the 12 week annual leave entitlement under state leave laws.

2. Medical Verification. Any absence of three (3) or more consecutive work days or intermittent days for the same illness taken as sick leave shall be reported to Human Resources. The District may require medical verification from the employee’s physician for any absence in excess of five (5) days or in any situation in which a pattern of leave exists that calls into question the validity of that leave.

3. Sick Leave Bank. A voluntary sick leave bank will be established. When employees are newly hired, they will be given the option to join the sick leave bank by donating one of their sick days to the bank. Current employees who are not yet members may join by donating one sick day to the bank during open enrollment, September 1 to November 1 of each year.

Only employees who donate the aforementioned sick leave to the sick leave bank shall be eligible to receive sick leave bank leave. Such eligible employees shall be able to request sick leave bank utilization after they have expended any sick leave they have accrued. For purposes of sick leave bank usage only, “sick leave” may include any accrued leave as determined by the joint committee mentioned in this section.

The bank is required to have one day per member or 450 hours whichever is greater. Should the balance fall below that figure, members will be asked to contribute an additional day to maintain their membership. (“Day” is defined for the purposes of this paragraph as the length of the average work day for that employee.)

The sick leave bank shall be overseen and administered by a joint committee that includes classified employees named by the Union and administrators named by the District. The bank may be used only for the participant’s personal illness as defined under FMLA/OFLA as a “serious health condition.” Participants shall be limited to a maximum of fifty (50) days of leave in any school year. The sick leave bank may expend up to one thousand two hundred (1200) hours of donated leave in any school year. Approval or denial of any request for leave from the sick leave bank shall be within the sole authority of the joint committee mentioned herein according to whatever rules or criteria for usage they may agree upon. The denial of a request for paid leave from the sick leave bank is not subject to the grievance procedure in this Agreement.

4. The parties acknowledge that this section constitutes a substantially equivalent program for purposes of the Oregon Sick Time Law.
Section B – Personal Leave

1. A maximum of two (2) personal leave days shall be available to classified employees.

2. Personal leave days are provided with pay and are non-accumulative. Personal leave may be granted by the appropriate supervisor subject to the following conditions:
   a. Personal leave shall not be used to:
      1. extend any vacation or holiday periods including summer recess,
      2. engage in other employment,
      3. conduct Union business.
   b. The employee shall submit a leave request using the electronic leave system to the appropriate administrator at least five (5) school days prior to the anticipated absence and approval or denial shall occur within 3 days of the request.
   c. The number of people on leave at any time may be limited on the basis of building need in order to maintain operations.
   d. Personal leave will not be approved if requested on an in-service day for employees who have training scheduled for that day.

Section C – Emergency Leave

1. Emergency Leave. Up to a maximum of five (5) days of emergency leave may be granted in any one school year by the Superintendent or the District's personnel administrator after all of the employee's applicable leave/vacation days have been expended. Emergency leave approvals are restricted to personal or family emergencies as defined by the District. The District acknowledges that opinions may vary concerning what constitutes a *bona fide* emergency and agrees to consider each emergency leave request on a case-by-case basis with consideration to the employee’s belief an emergency exists.

   The employee must submit a written request on the proper District form to the Superintendent or the District’s personnel administrator for emergency leave as soon as practicable.

2. Additional emergency leave may be granted at the District’s discretion.

Section D - Military Leave

1. After six (6) months of employment, a classified employee shall be eligible for paid military leave in accordance with ORS 408.290 for up to fifteen (15) days of annual training.

2. Unpaid military leave for active duty shall be granted any employee, upon written application to the Superintendent, for the purpose of induction or enlistment for military duty in any branch of the armed forces of the United States.
Section E - Leaves of Absence Without Pay

1. All requests for leaves of absence without pay shall be made in writing to the designated supervisor who will forward the request to the District. The request will supply complete information regarding the reasons for the leave and the dates for which the leave is desired. The District retains the right to attach stipulations and conditions upon the granting of temporary leave of absence, as it deems appropriate.

2. Except in cases of emergency, any employee desiring a leave of absence will make the request at least thirty (30) days prior to the beginning of the period for which the leave may be granted.

3. Leaves of absence will not be granted to exceed one (1) year. Extensions may be requested in writing at least three months prior to the date of return to work. Employees on leave without pay for one (1) school year must notify the Human Resources office in writing by April 1 prior to the expiration of the leave of his/her intention to return to work.

4. Leaves of absence will not be granted to an employee to engage in other employment.

Section F - FMLA/OFLA Leave

The District will administer FMLA/OFLA leave in accordance with federal and state statutes and district policy.

Section G - Jury Duty Leave

An employee shall be granted leave with pay for service on a jury. The compensation paid to such an employee for the period of leave shall be reduced by the amount of compensation received (exclusive of reimbursement for mileage and expenses) by the employee for such jury service. Upon being excused from jury service, an employee shall report to work to complete his/her assignment for the remainder of the regular workday, unless excused by the appropriate District administrator.

Section H - Court Cases – Witness

1. Whenever a classified employee is subpoenaed as a witness for appearance in legal proceedings connected with the employee’s employment with the District, the employee shall be excused for such appearance. Upon being excused from such appearance, the employee shall report to work to complete his/her assignment for the remainder of the regular workday, unless excused by the appropriate District administrator. Compensation paid to such employees shall be reduced by an amount equal to any compensation the employee received as witness fees (exclusive of reimbursement for mileage and expenses).

2. Whenever an employee is involved in personal legal actions, as a defendant in a criminal case, as a claimant or defendant in a civil case, or when an employee is involved as a litigant in any action wherein the District, its employees or agents are defendants, unpaid leave may be granted by the District.
Section I - Return from Leave

Upon return from a District approved (non FMLA/OFLA) leave of absence, the employee shall be placed in the same or comparable position in the same pay classification as he/she held prior to the leave provided a comparable position is available at the same or comparable pay.

Section J - Union Business Leave

Upon written request of the OSEA Chapter 90 President and the Union’s Executive Director or designee and upon approval of the Superintendent or District’s personnel administrator, the District shall grant up to one (1) day (eight (8) hours) of paid Union business leave per month. Written notice, forty-eight (48) hours in advance, shall be given to the Superintendent or the District’s personnel administrator. Additional leave for Union purposes may be approved on a case-by-case basis by the Superintendent or personnel administrator. The full cost of salary for the employee on Union business leave and the cost of the employee’s substitute, if any, shall be reimbursed by the Union to the District within thirty (30) days of receiving a written request for reimbursement from the District.

Union representatives, appointed by the chapter president, shall be granted time off without loss of pay from their regular school duties to attend local meetings dealing with representation of employees/grievance proceedings at the request of the District when such meetings are held during the normal work shift of the employee.

Section K - Misuse or Abuse of Leave

Misuse or abuse of any leaves contained herein may be grounds for discipline, up to and including dismissal.
ARTICLE 4

PAYROLL DEDUCTIONS

Section A – Deductions

The District agrees to deduct from the wages of all classified personnel as requested in writing by the employee:

- Fingerprinting costs (Upon request this cost may be deducted over 4 paychecks)
- Regular Union dues
- Premiums for approved insurance programs
- Contributions to McMinnville Education Foundation
- Approved 403b and 457 retirement account contributions (Tax Sheltered Annuities)
- Contributions to United Way
- District approved Section 125 plans
- Voluntary contributions to the Education and Labor Advocacy Fund
- Direct deposits to bank accounts

Section B - Advance in Pay

Classified personnel may request an advance in pay for hardship reasons. This will be limited to three requests per fiscal year (July 1-June 30). Draw requests will not be accepted for months in which an employee is not scheduled to work (ex: No July or August requests for 9 or 10 month employees). In addition, 9 or 10 month employees must work at least 50% of the work days in September before requesting an advance in pay. Requests that are approved will be processed within five (5) business days.

Section C - Fair Share Fees

In accordance with Article 17 of the Agreement, the District shall deduct the amount of fair share fees from the monthly wages of each member of the bargaining unit who has chosen not to become a Union member and to transmit said fair share fees to the Union as indicated in Article 17.
ARTICLE 5

SEPARABILITY

In the event that any provision of this agreement shall at any time be declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, or through government regulations or decree such decision shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Upon request by either party such invalidated provision of this Agreement shall be reopened for negotiation.
ARTICLE 6

UNION RIGHTS

1. Upon submitting a building use request form, the Union or committees of the Union shall be allowed building use for Union meetings provided no conflict in scheduling exists.

2. The District shall post a copy of this agreement on the District website. A copy of this Agreement shall be provided to each new employee.

3. Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by classified employees during their non-duty hours.

4. The Union shall be allowed use of such office equipment as needed to provide duplicating and information to the employees. Inter-district mail and employee mailboxes shall be used for distributing information to employees in the bargaining unit. Provision of this article shall be at no additional cost or inconvenience to School District No. 40. The President of the Association may one-time per year in September submit an email to the Superintendent or designee to be distributed to all classified staff after approval. The email may inform classified employees of OSEA meetings for the year and contact information for OSEA representatives. The Association shall indemnify, defend, and hold harmless the District against any claim, suit, or action brought as a result of the use of the inter-district mail service by or behalf of the Association.

5. Custodians whose regular work hours fall during the time of a scheduled Union meeting shall be permitted to attended such a meeting with the understanding that custodians who take time out from work to attend Union meetings shall make that time up during the same day as the meeting is held.

6. The District shall provide OSEA with a bulletin board space for the use of OSEA in communicating with employees. OSEA shall limit its posting of notices and bulletins to such bulletin boards. All posting of notices and bulletins by OSEA shall be factual in nature and shall be signed and dated by any authorized association representative.

7. Job descriptions shall be maintained on file by the District and made available to the Association and employee upon request.
ARTICLE 7

VACANCIES, TRANSFERS AND PROMOTIONS

Section A – Vacancies

1. Job openings and necessary qualifications in all classified positions shall be published on the District website five (5) working days before the closing date of a vacancy.

2. Upon application for an existing vacancy, a District employee who meets the qualifications for the position and has met performance standards in their current position will be interviewed.

3. District employees who are interested in summer work for the District will notify the Personnel Office by June 1 of each year. Employees who are hired for summer work outside the classification category in which they normally work or in any classification which is above the one in which they normally work will be considered temporary employees during that time. Employees who are hired for summer work in the classification or an in-category classification lower than one in which they normally work shall be considered bargaining unit members in terms of compensation, cause for disciplinary action, dues/fair share, use of leave, payroll deduction, and grievance procedure.

4. If more than one person has applied for the same position, the person deemed best qualified by the District for that position shall be appointed.

5. Employees who move to a different job classification after an interview/hiring process shall be in a probationary status for three (3) months. The probationary period may be extended for an additional three (3) months to assist an employee with identified performance deficiencies by mutual consent of the District and the employee with notification to the Union.

6. An employee not hired for a position for which she/he has applied shall receive notice that the position has been filled.

7. An employee who has been reduced in hours and wishes to be considered for additional hours shall submit a Request of Additional Hours form notifying their principal or site administrator of his/her interest. Prior to posting a vacancy in a specific classification at the school site or department, the District will consider adding hours to employees whose hours have been previously reduced at that school site or in that department with in the last 24 months who have submitted a Request for Additional Hours form. Consideration will be given based on the needs of the District and the skills of the employee.

Section B – Transfers & Promotions

1. Classified employees may request a transfer to a different work location by submitting their interest in writing to the human resources department. The District may transfer employees prior to initiating the filling of a vacancy.
2. For the purpose of this Article, “promotion” shall mean the assignment of an employee from their present position to a position having a higher salary classification than the one previously held. Employees transferred to a higher job classification shall be placed at the level in the new classification which provides a salary closest to but at least 3% above the previous salary before transfer or at Step 7.

3. Employees involuntarily transferred for purposes other than a demotion or a layoff shall be placed at the level in the new classification which maintains their present salary or the nearest comparable salary.

4. Employees transferred after an interview/hiring process shall be in a probationary status for three (3) months after the date of transfer. The probationary period may be extended for an additional three (3) months to assist an employee with identified performance deficiencies by mutual consent of the District and the employee with notification to the Union. Employees who do not successfully complete the probationary period referenced herein due to performance deficiencies which would not affect their ability to perform their prior position shall be returned to their former classification and placed at their prior step on the salary schedule. Such employees are not guaranteed placement at their former work location. The determination to move the employee to his/her former position is at the discretion of the District and does not need to meet the definition of cause as outlined in the Agreement.

5. Employees who voluntarily transfer to a lower paid position or who are demoted because of performance deficiencies shall be placed at the level in the new position that is most appropriate for the number of years of experience in the District. This may result in a reduction of salary.

Section C – Seniority

Seniority for the basis of job vacancies and transfers shall be defined as the total length of service within the District since the most recent date of hire. For the purpose of computing seniority, one (1) year credit shall be granted for each school year worked. Partial years worked will be credited in month-long increments counting only complete months of employment.

Section D- Student Assistants

A Student Assistant (SA) assists students with special needs one on one. Because the need for these positions varies with the needs of the particular student, the SA’s employment is contingent upon the student’s continued need. Student Assistants hired after July 1, 2007, will be subject to the following status:

1. When a student with an SA has reduced need for the SA, or no longer needs the SA, the SA will have reduced hours or the position will be eliminated.

2. The District will make every effort to reassign the SA to an open position, but to ensure continuity for students who rely on “their” SA, bumping based on seniority will not occur.
3. If no open position exists, the SA will be placed in a call-back pool for up to 24 months and will be given first opportunity to fill any vacant SA or vacant Special Education Assistant positions. This applies to employees who have completed the probationary period and are determined to be qualified for the position by the Director of Student Services. Failure to accept any position which is at least 80 percent equivalent to the employee’s prior annual salary will result in removal from the call-back pool.
ARTICLE 8

PROFESSIONAL DEVELOPMENT

Section A - Tuition Reimbursement

1. The sum of four thousand dollars ($4000) shall be available for consideration in each year's budget for tuition reimbursement for classified personnel.

2. Individual reimbursement shall be limited to three hundred fifty dollars ($350) per year.

3. Tuition reimbursement will be granted only on prior written approval of the designated supervisor and Superintendent or designee, and for coursework related to the fields of education or the employee’s job description.

Section B – Workshops

1. The sum of three thousand five hundred dollars ($3500) shall be available for consideration in each year's budget for workshop reimbursement for classified personnel.

2. Workshop attendance of any classified employee shall be approved, in writing, by the designated supervisor and the Superintendent or designee prior to attendance.

Section C - Professional Development

1. Classified employees who are requested by the District to attend workshops outside their regularly scheduled work day shall be paid for the number of hours required in attendance at the workshop and travel time when required to travel by car outside the district.

2. The District will provide in-service and professional development activities for classified employees during which they will receive compensation.
ARTICLE 9

VACATIONS

1. Only employees normally scheduled to work twelve (12) months shall be entitled to vacation with pay as follows:

   • 1-5 years worked with the District - entitled to ten (10) days of paid vacation annually.

   • 6+ years worked with the District - entitled to fifteen (15) days of paid vacation annually.

   • 15+ years worked with the District - entitled to twenty (20) days of paid vacation annually.

2. The first vacation time shall be prorated from the employee’s initial working month to June 30. Vacation time for newly-hired personnel may be taken within the first year of employment. The annual amount of vacation leave is pre-funded to the employee’s vacation leave bank on July 1st prior to earning that leave. If the employee separates from employment with the District prior to earning vacation that has already been used, vacation time will be pro-rated for the days worked and the value of the unearned but used vacation shall be withheld from the employee’s final paycheck.

3. Employees normally scheduled to work twelve (12) months shall take their vacation subject to the needs of the District. The number of people on vacation at any time may be limited on the basis of building and department need in order to maintain operations. Additionally, employees with 15+ years worked and who are entitled to 20 days of vacation will be limited to no more than 15 days taken consecutively with supervisor approval.

4. Vacation time shall be compensated at the employee's regular rate of pay. All vacations must be requested in writing and approved by an employee's designated supervisor. Vacation days must be used within the current fiscal year, however, up to ten (10) days of unused vacation time can be carried over but must be used within thirty-one (31) days of the close of the fiscal year in which the vacation was earned. If an employee’s written requests are denied three (3) times in one (1) fiscal year, the District will compensate the employee for any unused vacation from the recently completed fiscal year within sixty (60) days of the close of the fiscal year.
ARTICLE 10

HOLIDAYS

Section A - Paid Holidays/Twelve-Month Employees

1. Employees normally scheduled to work twelve (12) months shall be entitled to the following paid holidays:

   1. Independence Day 7. Christmas Day
   2. Labor Day 8. New Year's Day
   4. Thanksgiving Day 10. President's Day
   5. Day after Thanksgiving 11. Memorial Day
   6. Christmas Eve (except weekends)

2. December 24 (Christmas Eve) shall be a paid holiday unless it falls on a weekend. If Christmas Day falls on a weekend, Monday shall be the paid holiday.

Section B - Paid Holidays/Nine-Ten-Eleven-Month Employees

1. Employees normally scheduled to work nine (9), ten (10), and eleven (11) months shall be entitled to the following paid holidays:

   1. Labor Day 3. Thanksgiving 5. President’s Day
ARTICLE 11

INSURANCE

Section A – Medical, Dental and Vision Insurance Premiums
The District will contribute towards a monthly premium for the selected medical insurance plan (including dental and vision) for the employee, spouse and qualifying dependents for twelve (12) months.

Section B - Life Insurance
The District will pay a monthly premium for the District-selected group term life insurance policy with a face value amount equal to fifty thousand dollars ($50,000) for twelve (12) months.

Section C – Costs

1. Effective October 1, 2018, and through September 30, 2019, the District shall contribute up to one thousand, four hundred eighty-two dollars ($1,482) per month toward the cost of health insurance premiums. Any amount in excess of the District’s contribution shall be paid by the employee.

2. Effective October 1, 2019, and through September 30, 2020, the District shall contribute up to one thousand, five hundred four dollars ($1,504) per month toward the cost of health insurance premiums for each full-time employee. Any amount in excess of the District’s contribution shall be paid by the employee.

3. Effective October 1, 2020, and through September 30, 2021, the District shall contribute up to one thousand, five hundred twenty seven dollars ($1,527) per month toward the cost of health insurance premiums for each full-time employee. Any amount in excess of the District’s contribution shall be paid by the employee.

4. Effective October 1, 2021, and through September 30, 2022, the District shall contribute up to one thousand, five hundred fifty dollars ($1550) per month toward the cost of health insurance premiums for each full-time employee. Any amount in excess of the District’s contribution shall be paid by the employee.

5. Employees who are employed by the District for less than full-time (full-time = 7.5 hours per day), but half-time or more (half-time = 4 hours per day) shall receive benefits on a pro rata basis as stated in Subsection 5 of this Section.

6. The portion of the monthly insurance premium to be paid by the District for less than full-time employees shall be computed by multiplying the District's monthly contribution for a full-time employee by the Contribution Factor (hours worked per day divided by 8 hours) according to the following schedule:
Hours Worked Per Day Contribution Factor

<table>
<thead>
<tr>
<th>Hours Worked Per Day</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.5-8 hours</td>
<td>1.00</td>
</tr>
<tr>
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7. Pursuant to ORS 243.712, the District will not be required to raise insurance contributions for insurance premiums.

8. Employees who select an HSA Compliant plan shall receive a monthly contribution into a Health Savings Account (HSA) of $200 per month. The amount will be prorated based on the contribution factor according to Section C, 6 above. Each eligible classified employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans. HSA will not accept contributions until the employee submits an application to setup an HSA account. If the employee fails to submit an application prior to December 31st, the employee will be determined to be waiving this benefit and no contributions will be made for the duration of the plan year.

9. The District and Association will form an insurance committee for the purpose of studying and discussing composite and tiered insurance rates. No change to existing contract language will be made without mutual agreement between the District and OSEA, Chapter 90.

**Section D – Opt Out**

Employees who have insurance coverage through a source other than the District will be allowed to opt out of the District-selected insurance plan subject to insurance carrier limitations.

**Section E - Unpaid Leave Insurance Coverage**

1. For unpaid leaves of absence of ten (10) consecutive workdays or less, the District will continue to pay the negotiated amount for District contribution for all insurance. The employee will not pay any additional amount beyond his/her normal contribution, if applicable.
2. For unpaid non FMLA/OFLA qualifying leaves of absence of eleven (11) consecutive workdays or more, the total cost of fringe benefits will be divided by the number of workdays in the employee's work year for a per diem rate. The employee will contribute the per diem rate of the premium for the twelfth day and each consecutive day thereafter until the completion of the leave.

**Section F – Retiree Program**
The District shall request the health insurance carriers allow classified personnel legally retiring from the District to remain in the group for the purpose of purchasing health insurance at the group rate until age 65. The cost of such insurance will be paid in full by the employee.

**Section G – Disability** The District will make available long-term disability insurance for classified employees. Employees may elect to participate in this coverage at their cost.
ARTICLE 12

COMPENSATION

Section A – Work Day, Work Week, and Work Year

1. The workweek shall commence at 12:01 am on Sunday and end at 12:00 p.m. midnight on Saturday.

2. To the extent consistent with the operational needs of the District, the District shall schedule work on a Monday through Friday basis.

3. The workday for a full time employee shall normally be eight (8) hours exclusive of unpaid lunch periods.

4. All employees shall be scheduled to work on a regular work shift. Each shift shall have a starting and stopping time. Employees shall be notified of their work schedule, including the employee’s workday and hours.

5. Time in excess of forty (40) hours in a workweek shall be considered as overtime. Overtime shall be compensated, if budgeted funds for such purposes are available, at one and one-half (1½) times the employee’s regular rate of pay as authorized in advance by the employee’s immediate supervisor. If budgeted funds are not available for payment of overtime, such overtime shall be allowed, as approved in advance by the employee’s immediate supervisor, as compensatory time off at not less than one and one-half times the amount of overtime hours worked.

If it has not been possible for an employee to receive scheduled compensatory time off, such an employee shall receive payment for all accrued compensatory overtime time not later than June 30 of each year.

Compensatory time off must be used or submitted for payment by June 30 each year.

While it is recognized that overtime must be paid regardless of whether an employee had permission to work overtime, it is understood that employees are required to have supervisory approval for overtime work and may be subject to disciplinary action if overtime is worked without supervisory approval.

6. In a time of limited financial resources, the District may cut up to five (5) days from the work year. Should the District need to cut more days, they would be bound to come to agreement through the expedited bargaining process specified in ORS 243.698.

7. Nine (9) Month Employees- The normal work year for nine (9) month employees shall be defined as the number of student instructional days plus paid holidays plus three (3) paid inservice days.
More than Nine (9) Month Employees- The work year for all employees who normally work more than nine (9) months per year shall be that defined by the annual employee work calendar developed by the District.

Section B - Salary Schedules

1. All classified employees shall be compensated according to the salary schedules attached to this Agreement and any subsequent adjustments thereto as agreed upon in this Article. New employees will be placed on Step 1 unless their previous experience directly aligns with the position for which they are hired. New employees with experience will be placed on steps as follows:
   - 2-3 years: Step 2
   - 4-5 years: Step 3
   - 6-8 years: Step 4
   - 9+ years: Step 5

   Placement exceptions may be granted by the District after consultation with OSEA.

2. Employees successfully completing their probationary period shall be moved to the next step on the salary schedule on July 1 following that completion. July 1 then becomes the anniversary date for that employee.

3. Movement on the salary schedules shall occur on an annual basis on July 1. Promotion, voluntary transfer, or demotion may change the anniversary date. Step increments or merit increases shall not be granted in any status quo period.

4. The 2018-19 salary schedule attached to this Agreement and hereby incorporated herein shall be one and one-half percent (1.50%) above the 2017-18 amounts contained in each cell of the 2017-18 salary schedule.

5. The 2019-20 salary schedule attached to this Agreement and hereby incorporated herein shall be one and one half percent (1.50%) above the 2018-19 amounts contained in each cell of the 2018-19 salary schedule.

6. The 2020-2021 salary schedule attached to this Agreement and hereby incorporated herein shall be two percent (2.0%) above the 2019-20 amounts contained in each cell of the 2019-20 salary schedule.

7. The 2021-2022 salary schedule attached to this Agreement and hereby incorporated herein shall be two percent (2.0%) above the 2020-21 amounts contained in each cell of the 2020-21 salary schedule.

8. Should the economic revenue forecast improve substantially for 2021-2022 the district and OSEA may re-open to bargain under ORS 243.698 an increase in salary not to exceed an additional one-half percent (.50%) to the classified salary schedule. Either party may choose not to reopen under ORS 243.698 to bargain additional salary.
Section C - Workers’ Compensation
All employees of the District are eligible for State workers’ compensation benefits. When an employee is injured on the job and is eligible for workers’ compensation benefits, the employee may:

1. Elect to receive only workers’ compensation benefits and not use any of his/her accumulated sick leave; or,

2. Elect to receive workers’ compensation benefits and use his/her accumulated sick leave to make up the difference between the amount of workers’ compensation benefits received and his/her normal salary or hourly wage. Accumulated sick leave may be used in this manner until depleted, at which time the employee will be eligible to receive only workers’ compensation benefits, if any remain available.

Section D - Travel Expenses

1. Employees required by the District to travel outside School District No. 40 boundaries during the course of their employment shall be eligible for reimbursement for expenses incurred for mileage, meals, lodging, parking fees, the cost of registration, and other out-of-pocket expenses as pre-approved by the District.

2. An employee required by the District to use their own vehicle for District business, other than normal travel related to commuting to the workplace, during regular working hours will be reimbursed at the District rate.

Section E - Temporary Assignment

An employee temporarily assigned by the District to replace an absent employee who is in a higher classification shall assume all the duties and responsibilities of the assigned position. The employee on temporary assignment shall be considered to be acting out of classification. On the fifth consecutive workday the employee shall be entitled to a five percent (5%) increase in salary, retroactive to the first day of the assignment.

Section F – Payments

1. Classified employees working less than the full calendar year (not a 12 month employee) will be paid in twelve (12) equal paychecks. The regular pay date during the school term shall be the last working day of the month. Checks for June and July shall be distributed on the last working day in June. The August paycheck shall be distributed on the last business day in June.

2. In December, employees will be paid on the last scheduled work day before the winter break. All other paychecks will be issued on the last working day of the month.
Section G - Uniform Allowance

The District shall purchase an adequate number of shirts for employees who are designated to wear a uniform as determined by the District. Food service workers will be provided an allowance of $85.00 annually to meet the designated attire requirement for pants and shoes, as appropriate. Payment of the allowance will be made upon authorization from the Nutrition Services Manager.

Section H – Call Back

An employee who is required to return to work after completion of the regular work shift or on a non-regularly scheduled work day or time shall be guaranteed a minimum compensation for two hours at the employee’s regular rate of pay or in compensatory time off if the employee requests compensatory time off in lieu of pay.

Section I - On Call

Head custodians and maintenance employees may volunteer to participate in an “on-call” system in which they may make themselves available outside regular work hours by phone/pager for a given period to respond to emergency custodial/maintenance situations. During this on-call period the employee may use his/her time as any other time off but must be available and able to respond. An employee will not be compensated while in on-call status, but, should the employee respond to a call in while in on-call status, that employee shall be compensated as indicated in Section H of this Article for such time as the employee is actually working.

Section J- School Closure

Employees will not suffer a loss in pay but may be required to make up any time missed as a result of school closure or delay due to weather or other emergency situation. Employees who report to work as per their approved work schedule and prior to notification of school closure will be compensated for time worked at the employee’s regular rate of pay or two hours whichever is greater. The District shall schedule five (5) inclement weather/school emergency closure make-up days in the annual calendar prior to the start of the school year. Days made up may be in-service days, work days, or student days. In the event of a situation which requires the closing of one or more or all of the schools, the school year may be extended for the number of days lost in such school or schools, at the discretion of the District with no additional pay in excess of the employee’s yearly contracted salary. Any situation requiring a complete shut-down of the school district for more than 30 scheduled school days will require the District to adjust employee pay to reflect the work time lost. Employees may be eligible for unemployment benefits under state law.

Section K – Longevity Pay

At the end of each calendar year, the District will include a year-end longevity bonus for eligible employees. Employees are eligible if they have completed 7 years of service by the previous June 30. The bonus will be $325 for full-time employees and will be prorated for part-time employees based on their full time equivalent status.
Section L- Extra Duty, Summer School and After School Program Compensation

Since any after school program, including extra duty contracts, involves hours worked outside the normal working day, an assignment to any extra duty, summer school or after school program shall not count towards insurance contribution calculations or other benefits.

All hours for which a member is employed in an extra duty, summer school or after school program assignment shall be excluded from the employee’s overtime calculation. Such hours shall be on a voluntary basis and will not be paid as overtime even if, when added to the employee’s regular hours, they bring the employee’s weekly hourly total above 40 hours in any given week and will not count toward insurance contributions or other benefits.

Classified employees may apply for positions listed in the Extra Compensation Placement Scale and if selected will be paid a stipend consistent with the assigned stipend level.

Employees will be paid the district established Game Management pay rate or the OSAA rates, when applicable.

Employees working in the afterschool or summer programs will be paid the established afterschool and summer school rate. The afterschool and summer school hourly rate shall be at the Instructional Assistant I, Step 7 pay rate.
ARTICLE 13
LAYOFF AND RECALL

Section A – Intent and Definitions

1. Intention. The intent of the District shall be to reduce the impact on the employees in the event of a layoff caused by an administrative decision.

2. Definitions. The following definitions shall be used to interpret this article:

   a. “Employee” is defined, for the purposes of layoff and recall, as a regular, non-probationary employee.

   b. “Administrative decision” includes, but is not limited to, those actions of the Board of Directors, Superintendent, or her/his designee, which reorganizes and/or eliminates a regular position or category of positions.

   c. “Layoff” means a process whereby the total number of individual positions is reduced, an employment category is reduced, or an employee’s position is eliminated or reduced in hours as indicated in Section E of this Article.

   d. “Category” means a group of related classifications as indicated in the salary schedule.

   e. “Seniority” means the total length of service within the District (“District seniority”) since the most recent date of employment (see Article VII, Section 7-D-1). If two (2) or more employees in a classification have the same seniority, the employee with the greater total full time equivalency (F.T.E.) during the last five (5) years of service with the District shall be considered most senior. If two (2) or more employees in a classification have the same total aggregate F.T.E., the employee with the greater length of service in the classification in which the layoff occurs shall be considered most senior. If two (2) or more employees in a classification have the same District seniority, total aggregate F.T.E., and classification seniority, the tie shall be broken by drawing lots. The lottery will be conducted by the OSEA Field Representative or other designated OSEA representative and the administrator assigned to personnel in order to complete the final seniority list for the purpose of both layoff and recall.

   f. “Bumped” employees are those who have been replaced in their current assignment by a more senior employee.

   g. “Displaced” employees are those employees whose positions have been eliminated.

   h. “Date of Employment” means the first date of actual service.

   i. “Classification seniority” means the total amount of time served within a classification from the employee’s initial date of appointment to that classification.
j. “Days” is defined as the days the District is open for business with the public.

k. “All other things being equal” means the District may retain a less senior employee within the same classification if that position has specific requirements which cannot be met by the more senior employee within a reasonable period of time. A reasonable period of time is defined as ten (10) days.

**Section B – Layoff**

1. **Layoff.** The District reserves the right to determine the positions to be eliminated or reduced in a layoff situation.

2. **Transfer.** Prior to initiating a layoff, the District will transfer employees whose positions are scheduled for elimination to any vacant position for which the employee is qualified, provided that does not result in an increase in pay or hours. Employees will not be transferred to different classifications unless the employee has previously held that position within the District within the last five (5) years.

3. **Notice:** After the Board has taken formal action to implement a layoff, it will notify the Union in writing within five (5) days specifying the reasons for the layoff.

The Union and all employees affected by the layoff shall receive notice of the intended action at least thirty (30) calendar days prior to changing affected employees’ employment status.

4. **Order of Layoff:** When the District determines the need to reduce the work through layoff in a specific classification, employees shall be selected beginning with the least senior in the classification(s) affected to the degree that all other things are equal. When a tie in seniority in a given classification exists the tie shall be broken by drawing lots as stated in Section A, e. In the event an employee in a classification for lay off is on a current plan of assistance for improvement, the district may instead of drawing lots lay off the individual on the PAI over the tied candidate who is not on a plan of assistance for improvement.

**Section C – Recall**

1. **Transfer.** Prior to initiating a recall of laid off employees, the District will consider the needs of the District and the employees in returning transferred employees to their previous assignments.

2. **Qualifications.** A laid off employee who is determined by the District to be qualified for a vacant position will be recalled before a new employee is hired. Such qualification shall be determined on the basis of documentation in the employee’s personnel file.

3. **Notification.** Any employee who has been laid off and is subsequently eligible for recall, as determined by the District on the basis of documentation in the employee’s personnel file, shall be notified in writing by the District of opening. Such notice shall be sent certified mail.
to the last address given the District by the employee and a copy shall be sent to the Union thereby acquitting the District of its notification responsibility.

4. **Employee Response.** If the District receives no response from the employee within ten (10) days from the date from receipt of the certified mail, it will recall the next employee on the list.

5. **Recall List.** An employee who is laid off shall be placed on a recall list by classification and shall remain on that list for twenty-four (24) months unless recalled or hired by the District in some other classification. Failure to accept the recall will remove the name of the employee from the recall list. Order of recall shall be based on seniority within the classification and by lottery number when applicable (Section B, 4 above).

6. **Seniority.** An employee who is laid off and who is subsequently reinstated shall retain their full seniority except for the period of lay off.

**Section D – Acceptance or Refusal of Recall**

1. **Acceptance.** The employee shall notify the District of his/her intent to accept or refuse the recall within ten (10) days following the receipt of the notice or within 14 days of the mailing of the notice whichever occurs first. If an employee is recalled into a lower paying classification based on being previously employed within the District in the last five years, the employee may remain on the recall list in case an equal position opens later.

2. **Refusal.** Refusal to accept recall to a position which is less than 80 percent of the annual salary of the position from which the employee was laid off shall not constitute voluntary termination and the employee shall remain on the recall list. A refusal of recall or failure to respond within the timeline indicated in Subsection 1 of this Section to a position which is comparable as defined above shall constitute voluntary termination and the employee shall lose any further right to recall.

**Section E – Reduction in Hours**

In order to respond to changes in financial resources, educational programs or student needs, the District may have to adjust the assigned hours of employees during the course of the school year. These adjustments shall be implemented in increments of fifteen (15) minutes, not to exceed one and one-half (1.5) hours for a specific employee’s assignment.

When the reduction in assigned hours occurs after the start of the affected employee’s work year, the employee shall not suffer a reduction of health insurance benefits for the remainder of that work year. A commensurate reduction of health benefits will occur for the following work year(s) if the work hours are not restored. If the reduction in assigned hours occurs prior to the start of the affected employee’s work year, then a commensurate reduction in the affected employee’s health insurance benefits shall be implemented.

The District retains the right to determine the number of hours of reduction for each affected employee.
ARTICLE 14

PROBATION

Section A – Probationary Status

A probationary status shall be established for each classified employee hired in the District. For employees new to the District, the probationary period shall be nine (9) months from date of hire. Current employees who interview for and are hired into a new position will have a three- (3) month probationary period as described in Article 7, Section B (5). Probation may be extended for an additional three (3) months by the District to assist an employee with identified performance deficiencies. Summer recess period and extended leave of absence shall not be counted toward completion of the probationary period. During the probationary period, an employee may be dismissed without prior notice for any reason the District feels sufficient.

Section B - Regular Status Requirements

Any newly hired employee who has direct, unsupervised contact with students shall submit to fingerprinting and a nationwide criminal history check as required by law. No employee shall be placed on regular status until the probationary period has been successfully completed and the results of the criminal history check have been received by the District. In addition, pre-employment drug testing and physicals may be required for custodial, maintenance, and food service employees and the results must be evaluated by the District before regular status is granted.

If the District requires further investigation and/or verification of the results, the employee shall be placed on leave without pay until the investigation is completed.

Section C - Evaluation Process

The first evaluation will be completed by the immediate supervisor(s) during the first six (6) months of employment. The Human Resources Department will contact the immediate supervisor(s) to ensure timely completion of the first performance evaluation.

On or before completing the ninth (9th) month of employment, a meeting with the classified employee shall be scheduled and a second performance evaluation shall be conducted.

Once a probationary employee is granted permanent status, evaluations will continue as outlined in the Classified Employee Evaluation Handbook.
ARTICLE 15

DISCIPLINE AND DISMISSAL

Section A - Discipline and Dismissal  The District must have cause for discipline or dismissal of classified employees.

Illegal drug possession, distribution, and/or use on the job or outside the workplace or use of alcohol on the job shall be among the possible grounds for immediate termination of employment. Other potential causes for immediate dismissal include, but are not limited to, theft; inappropriate behavior with staff, students, or the public; or child abuse.

Section B - Resignation.  Unless otherwise agreed upon between the District and an employee, the employee must give the District at least two (2) weeks notice of intent to resign his/her employment.
ARTICLE 16
GRIEVANCE PROCEDURE

The purpose of this procedure is to provide an orderly method for resolving grievances regarding the meaning, interpretation, or alleged violation of the provisions of this Agreement. A determined effort shall be made to settle any difference at the lowest possible level in the grievance procedure.

Section A – Definitions

1. “Grievance” is an alleged violation of a specific provision(s) of this Agreement. Although discipline and dismissal violations are grievable under the terms of this Agreement, evaluations are not grievable.

2. “Grievant” is the person who has the grievance.

3. “Representative” is the one who may speak for or advise a party in interest.

4. “Immediate Supervisor” is the one who had direct administrative or supervisory responsibility over the grievant in the area of the grievance.

5. “Days” when used in this Article shall mean days the District is open for business with the public.

Section B - General Procedures

1. These procedures shall be processed within the specified lengths of time.

2. The parties shall attempt to complete the procedures by the end of the school year in which the grievance is filed. Time limits indicated in this article may be extended only by mutual agreement.

3. The grievant shall have the right to the Union representative of his/her choosing at each step of the grievance procedure.

4. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified length of time shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified length of time shall be construed as a denial of the grievance and shall permit the grievance to proceed to the next level.

5. All documents, communications, and records of a grievance will be filed in the school district office separately from the personnel file except for those actions which result in discipline.

6. All parties will avoid interruption of classroom and/or any other school-sponsored activities in the investigation or processing of a grievance.
7. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

8. Bargaining unit members authorized by the Union to act as Union representatives will process grievances after the regular workday or at other times which do not interfere with assigned duties unless otherwise authorized by the Superintendent or his/her designee.

9. Each grievance must be initiated within ten (10) days from the time of the discovery of the occurrence or within ten (10) days of when the grievant should have reasonably known that the event had occurred.

Section C - Grievance Steps

1. **Step One** - The grievant shall first discuss the grievance with the principal or immediate supervisor with the objective of resolving the matter informally.

2. **Step Two** - If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may, within ten (10) days after the discussion provided for above, file a written grievance with the building principal or other immediate supervisor. The grievance shall set forth a clear statement of the violation and the grounds upon which the grievance is based, identification of the specific article or portions thereof allegedly violated, a clear statement of the specific remedy sought, and the reasons why the grievant considers the informal level decision unacceptable. The building principal or supervisor shall communicate the decision in writing to the grievant within ten (10) days. If the grievant is not satisfied with the decision of the building principal or supervisor, the grievant may appeal to the Superintendent in writing within five (5) days from receipt of the immediate supervisor’s reply.

3. **Step Three** - Appeals to the Superintendent shall be heard by the Superintendent within ten (10) days of receipt of the appeal. Notice of the time and place of the hearing will be given to the grievant and any other persons officially involved in the grievance. Within ten (10) days of hearing the appeal, the Superintendent will communicate to the grievant, the grievant’s representative, and any other parties officially present at the hearing, the written decision which shall include supporting reasons thereof. If the Superintendent’s decision is unsatisfactory to the grievant, the grievant may, within ten (10) days of receipt of the Superintendent’s decision, appeal to Step Four.

4. **Step Four** - Within five (5) days of the receipt of the appeal, the District School Board will notify all official parties of the hearing to be held within fifteen (15) days of receipt of the appeal. The School Board shall hear arguments of the Superintendent or his/her representative and the grievant and his/her representative. Subject to the Public Meetings Law, and at the request of the grievant, the hearing before the Board shall be a public hearing.

5. **Step Five – Arbitration.** Within five (5) days of the receipt of the decision of the School Board, the Union representative on behalf of the grievant may appeal a contract grievance to binding arbitration if the grievant is not satisfied with the disposition of the grievance in Step Four.
The arbitrator shall be selected from a list of seven (7) names provided by the Employment Relations Board unless otherwise agreed upon and serve in accordance with its rules. All meetings and hearings under this procedure shall be kept informal and private and shall include only parties in interest and/or designated representatives. The arbitrator shall be requested to render a written decision within thirty (30) days of the close of the hearing or from the date of submission of closing briefs.

The power of the arbitrator shall be limited to interpreting the Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of the Agreement, or to act upon any matter or condition not contained in the Agreement.

The decision of the arbitrator shall be in accord with ORS 243.706 and final and binding on both parties.

The expenses for the arbitration services and the proceeding shall be borne equally. Each party shall be responsible for the costs of preparing and presenting its own case, including the compensation of its representatives and witnesses.

It is expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.
ARTICLE 17

UNION DUES AND FAIR SHARE

1. The District agrees to deduct the payment of dues and fair share from the wages of each bargaining unit member. Authorization for payroll deduction shall be in writing on the form provided by the Union.

2. All classified employees in the bargaining unit who are not members of the Union shall have deducted from their pay an amount equal to the Union dues (fair share payment).

3. The District agrees to transmit the dues deducted and the amount of fair share to the state office of the Oregon School Employees Association.

4. 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 Union. The employee shall furnish written proof to the District that this has been done.

5. The Union agrees to lawfully implement this Article and agrees to defend the District and to hold the District harmless against any orders or judgments that result.
ARTICLE 18

RECLASSIFICATION

1. In the event an employee believes he or she is permanently or regularly performing the duties and responsibilities of an existing position in the bargaining unit that is higher in rank and/or pay, the employee may submit a written request for reclassification to the Superintendent or designee. The request shall state the employee’s current classification, the classification in which the employee believes he/she should be more properly placed, and a description of the kinds of higher-level duties performed and the percentage of time spent doing them.

2. Upon receipt of a request for reclassification upwards, the Superintendent or his/her designee shall conduct an audit of the employee’s duties and undertake any other reasonable investigation pursuant to the employee’s request in order to determine the classification in which the employee should be most properly placed. The Superintendent or his/her designee shall respond to the employee’s request within fifteen (15) working days of the date the request was made. If, in fact, the employee is more properly classified in a higher classification because of actual duties performed, the District may:

a. Immediately remove the duties that would place the employee in the higher classification and pay the employee as indicated in Article 12, Section E of this Agreement from the date the request was made until the date the duties are removed; or,

b. Reclassify the employee to the higher classification and pay the employee from the date the initial reclassification request was made as indicated in below.

3. In the event the employee’s request for reclassification is approved, the rate of pay shall be on the higher classification’s range and as indicated in Article VII, Section B, Subsection 3 of this Agreement. The effective date of reclassification and any increase shall be the date of the employee’s initial request for reclassification which shall also constitute the employee’s new anniversary date.
ARTICLE 19

JOINT LIAISON COMMITTEE

The District and OSEA shall establish a joint liaison committee as an avenue for enhanced labor/management communication.

The committee will consist of not more than three (3) representatives from the District and not more than three (3) representatives from OSEA. The District representatives will be selected by the District and the OSEA representatives will be selected by the Chapter president.

The committee shall meet quarterly at a mutually agreed upon time and location.
MEMORANDUM OF UNDERSTANDING
Between
OREGON SCHOOL EMPLOYEES ASSOCIATION
on behalf of OSEA CHAPTER 90
and
MCMINNVILLE SCHOOL DISTRICT

This Memorandum of Understanding shall recognize the existence of positions assigned to the District Office that are mis-categorized as confidential employees as defined in ORS 243.650 (6).

The positions and the employees assigned to those positions are listed below:

Mary Dressel – District Office Administrative Assistant/School Improvement

Both parties agree that these positions shall continue to be excluded from the bargaining unit until vacated by the current incumbent through transfer, promotion, developmental opportunity, termination of employment, demotion, or leave in excess of a year. Upon transition into the bargaining unit, the rate of pay will be consistent with the classified hourly wage schedule within the classification the job is assigned. All other bargaining unit rights and privileges will then apply to the positions.

For the Union

OSEA Chapter President Date

For the District

Superintendent Date
## CLASSIFIED HOURLY WAGE SCHEDULE
### 2018-19

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## Classified Hourly Wage Schedule 2020-21

### Secretarial
- **Secretary I (A1)**: 14.03, 14.74, 15.50, 16.25, 16.96, 17.72, 18.68
- **Secretary II (A2)**: 14.60, 15.37, 16.14, 16.89, 17.69, 18.45, 19.45
- **Secretary III (A3)**: 15.24, 16.02, 16.82, 17.65, 18.44, 19.24, 20.29
- **Accounts Clerk (A4)**: 15.24, 16.02, 16.82, 17.65, 18.44, 19.24, 20.29
- **Secretary IV (A5)**: 15.48, 16.30, 17.11, 17.95, 18.75, 19.55, 20.64
- **Lead Elem School Secretary (A6)**: 15.48, 16.30, 17.11, 17.95, 18.75, 19.55, 20.64
- **Lead Middle School Secretary (A7)**: 16.00, 16.84, 17.68, 18.52, 19.36, 20.22, 21.29
- **Lead High School Secretary (A8)**: 17.47, 18.47, 19.30, 20.23, 21.14, 22.04, 23.26

### Maintenance and Custodial
- **Custodian (B1)**: 13.95, 14.67, 15.42, 16.17, 16.88, 17.64, 18.58
- **Lead Custodian (B2)**: 14.71, 15.49, 16.28, 17.04, 17.82, 18.59, 19.61
- **Warehouse (B3)**: 15.51, 16.33, 17.15, 17.98, 18.79, 19.60, 20.69
- **Grounds/Maintenance (B4)**: 15.51, 16.33, 17.15, 17.98, 18.79, 19.60, 20.69
- **Head Custodian Elem (B5)**: 16.25, 17.07, 17.97, 18.80, 19.66, 20.51, 21.62
- **Head Custodian MS (B6)**: 17.30, 18.19, 19.09, 20.02, 20.91, 21.85, 23.02
- **Lead Grounds/Maintenance (B7)**: 17.81, 18.75, 19.71, 20.63, 21.54, 22.51, 23.72
- **Head Custodian HS (B8)**: 17.81, 18.75, 19.71, 20.63, 21.54, 22.51, 23.72
- **Maintenance Specialist I (B9)**: 18.60, 19.60, 20.58, 21.55, 22.53, 23.51, 24.80
- **Maintenance Specialist II (B10)**: 20.71, 21.83, 22.91, 24.00, 25.08, 26.18, 27.61

### Nutrition Services
- **Food Service Worker (C1)**: 12.51, 13.15, 13.78, 14.40, 15.05, 15.86, 16.73
- **Assistant Kitchen Manager (C2)**: 14.47, 15.24, 15.99, 16.75, 17.52, 18.26, 19.28
- **Kitchen Manager I (C3)**: 15.00, 15.80, 16.65, 17.36, 18.16, 18.93, 19.97
- **Catering Manager (C4)**: 15.34, 16.14, 16.94, 17.75, 18.55, 19.36, 20.42
- **Kitchen Manager II (C5)**: 15.34, 16.14, 16.94, 17.75, 18.55, 19.36, 20.42
- **Kitchen Manager III (C6)**: 17.67, 18.58, 19.53, 20.44, 21.38, 22.32, 23.52
- **Nutrition Services Assistant (C7)**: 18.60, 19.60, 20.58, 21.55, 22.53, 23.51, 24.80

### Instructional Support
- **Instructional Assistant I (D1)**: 13.60, 14.28, 15.01, 15.75, 16.42, 17.13, 18.09
- **Instructional Assistant II (D2)**: 14.59, 15.36, 16.13, 16.88, 17.68, 18.44, 19.44
- **Campus Supervisor (D3)**: 14.77, 15.57, 16.34, 17.12, 17.91, 18.68, 19.72
- **Instructional Technician (D4)**: 14.98, 15.79, 16.53, 17.33, 18.14, 18.91, 19.94
- **Instructional Assistant III (D5)**: 15.24, 16.01, 16.80, 17.64, 18.43, 19.22, 20.28
- **Program Specialists (D6)**: 19.28, 20.29, 21.29, 22.32, 23.33, 24.35, 25.68

### Technology
- **CSS II and SISS I (E2)**: 21.40, 22.53, 23.64, 24.79, 25.90, 27.04, 28.51
- **CSSL and SISS II (E3)**: 24.30, 25.59, 26.87, 28.18, 29.58, 31.02, 32.54
- **Network Technician (E4)**: 27.32, 28.73, 30.17, 31.60, 33.04, 34.47, 36.36
- **Network Analyst (E5)**: 31.46, 33.08, 34.75, 36.38, 38.04, 39.71, 41.89

### District Office Staff
- **Receptionist/Secretary (F1)**: 14.77, 15.57, 16.34, 17.12, 17.91, 18.68, 19.72
- **Accounting Specialist (F2)**: 17.45, 18.37, 19.28, 20.21, 21.10, 22.02, 22.95
- **Transportation Specialist (F3)**: 19.28, 20.29, 21.29, 22.32, 23.33, 24.35, 25.68
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APPENDIX A

Classification Descriptions

Range D1- Instructional Assistant I
- General Education Assistant
- Library Assistant, Elementary & Middle School

Range D2- Instructional Assistant II
- Special Education Assistant : LRC, LRC2, Student Assistant
- Alternative Education Assistant
- English Learner Assistant
- TAG Assistant
- Title I Assistant
- Special Programs Assistant
- General Intervention Assistant
- Bear Hugs Assistant
- Library Assistant, High School

Range D5- Instructional Assistant III
- Special Education Assistant : Autism (SCS), RISE, Lifeskills, Post-Hi
- Migrant Education Assistant
- Speech Assistant
- Bilingual Liaison
- District Translator
- ASPIRE Program Coordinator

Range D6- Program Specialists
- Drop-out Prevention Specialist
- Bear Hugs Coordinator
- College and Career Facilitator
- Pre-school Leader
- Work Transition Specialist

Range E1- CSS I
- Client Support Specialist I

Range E2- CSS II and SISS I
- Client Support Specialist II
- Student Information Systems Specialist I

Range E2- CSSL and SISS II
- Client Support Specialist Lead
- Student Information Systems Specialist II