

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**HARNEY COUNTY SCHOOL DISTRICT NO. 3**

**&**

**OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER NO. 75**

**July 1, 2018 to June 30, 2021**

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**Signature Page**

**CONTRACT**

**BETWEEN**

**HARNEY COUNTY SCHOOL DISTRICT NO. 3**

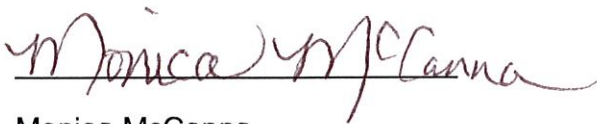
**AND**

**OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER NO. 75**

This contract is made and entered into the 12<sup>th</sup> day of June, 2018 by the Oregon School Employees Association, Chapter 75, hereinafter referred to as the "ASSOCIATION" and the Board of Education of Harney County School District No. 3 hereinafter referred to as the "BOARD."

This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, 2021 and from year to year thereafter, unless either party shall serve written notice upon the other not less than ninety (90) days prior to the expiration of this Agreement. Now, therefore, the parties hereto agree to be bound by the provisions set forth in this agreement which record herein the full contract agreement of those matters pertaining to employment, hours, wages and fringe benefits.

In witness whereof, the parties to this contract agreement have affixed their signature as of the date first written above.



Monica McCanna

Chapter President

OSEA Association Ch. 75



Lisa King

Chair of the Board

Harney County School District #3

## ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Oregon School Employees Association as the exclusive bargaining representative for all regular full-time classified personnel employed by the District. EXCLUSIONS: supervisors, confidential employees, substitutes, temporary employees, and student workers.
1. Substitutes are defined as those hired to replace regular employees until the regular employee is able to return to their position.
  2. Temporary employees are defined as those hired for a specific assignment or project for not more than sixty (60) continuous workdays in a school year (excluding temporary summer positions as defined in Article 6). If the position exceeds 60 workdays, it will be posted according to Article 6. The district agrees that a day missed by a temporary employee due to any reason shall not count against the "continuous workdays" requirement.
  3. Long Term Sub/Temporary employee: A position where the regular employee plans to return.
  4. Short term position: A short term position is a position filled within 60 days of the start of the school year or during the school year. The length of the position will be defined.

- B. Long-term temporary positions are positions used to fill in for a regular employee on approved leave in excess of sixty (60) workdays, but not to exceed one (1) year. The position will be posted according to Article 8 as a temporary position with a specific position ending date.

Long-term temporary employees are members of the bargaining unit whose assignment and status as an employee ends at the conclusion of the long-term temporary period. Such employees are eligible for all benefits as outlined in the Collective Bargaining Agreement between the parties except seniority rights including those seniority rights related to layoff and recall and provisions relating to termination when the temporary assignment ends.

In cases where permanent employees of the bargaining unit are filling long-term temporary assignments, they shall be transferred back to their original assignments at the end of the long-term temporary assignment and will continue to accrue seniority during the long-term temporary assignment.

Should the regular employee not return from approved leave, the temporary position will be posted as a regular position and the long-term temporary employee may apply for the vacant position.

- C. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.
- D. The provisions of this Agreement shall be recognized and adhered to by the Board and the Association. Existing policies, rules, and regulations, practices, and procedures, which are contrary to this Agreement, shall be modified or replaced by this Agreement.

- E. There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the Board and one by the Association.
- F. If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted or required by law, but all other provisions shall continue in full force and effect. The parties agree to immediately negotiate a replacement for any invalid provision.
- G. The Association recognizes the Board as the exclusive bargaining representative for Harney County School District #3. The Association further recognizes that the Board has and will continue to retain the rights and responsibilities to operate and manage the District and its programs, facilities, properties, and activities of its employees under management rights. It is agreed that the customary and usual rights, powers, functions and authority of management are vested in officials of the District. Included in these rights in accordance with applicable laws and regulations and the terms of this Agreement is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operations are conducted.

The right to make rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

- H. Representatives of the Parties shall schedule, before Oct 1<sup>st</sup>, mutually agreed upon dates to meet during the school year in order to monitor the administration of the Agreement and pursue mutual problem identification and mutual problem solving. This will not take the place of the grievance procedure or traditional management prerogatives.

## **ARTICLE 2 - ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Upon request, the Board agrees to furnish to the Association all information, public or non-confidential, necessary for its functioning as exclusive bargaining representative in negotiations and the processing of grievances.
- B. The Association may post material relating to Association business on work and office area bulletin boards, with approval of the building administrator. Employee's mailboxes may be used for Association business.
- C. Upon request, an Association representative may be allowed to make brief announcements at full staff meetings.

- D. The Association members may be granted time off from their regular school duties to attend local meetings of the Association. Such meetings will be scheduled so as not to interfere with normal school duties whenever possible. Any employee released from duties to attend an association meeting may be required to make up any release time prior to completion of that person's shift.
- E. Authorized Union Representatives, representing members of the bargaining unit, in meetings with the district, shall be released from regular duties, without loss of wages, if such meeting is scheduled during working hours.
- F. The Association may use meeting rooms and other District facilities in accordance with District policies applicable to other service groups or community organizations.
- G. The Association may have access to District duplicating equipment for Association business at actual duplication costs.
- H. FAIR SHARE

In consideration of the services rendered by the Association on behalf of all, such employees shall be required to pay to the Association either:

1. Regular monthly Association dues in the case of employees who are to become members of the Association, or
2. An amount of money equivalent to regular monthly Association dues in the case of employees who are not members of the Association for negotiating and administering the contract.
3. Notwithstanding subparagraphs 1 and 2, any employee who objects to making payments to the Association based upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof to the District that this has been done.

I. SAFETY

Association representation on any district safety committee(s) will be proportionate to representation by other employee groups.

The District and the Association recognize that safe work areas, safe equipment, safe work habits and practices, and safe operations are a mutual benefit to employee and employer alike and, therefore, a mutual obligation. Unsafe or unhealthful practices and conditions should be called to the attention of those responsible, whether employer or employee, and once so identified, should be remedied as soon and as fully as possible.

Any employee who is required to work in any hazardous situation shall receive proper training for such duties and/or situation. Training and any associated cost including

travel, lodging, per diem and overtime shall be paid for by the District in accordance with state and federal law.

If no safety equipment is available and/or the employee has not received performance training, that employee(s) shall not be required to perform said duties.

An employee's disregard for safe work habits and practices shall be cause for discipline.

No employee shall be disciplined for refusal to violate the Safety Codes or law.

In an effort to keep students and staff safe, classified employees who may be required to supervise a student on an education plan (ie IEP, IFSP, 504, etc.) shall be provided with the necessary information to successfully support the student in a safe environment. Classified employees shall be trained to use the strategies required to provide for a safe environment for students and staff.

To reduce the potential for harm to staff members, the employee may request additional training or safety equipment

J. 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 to replace the employee taking part in the program, including substitute costs.
2. Employees taking part in this program will submit a written request to utilize OSEA Time Release a minimum of one week in advance to their immediate supervisor, including hours and days requested for release time and duration of the leave.
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 one hundred and sixty (160) hours, with no more than eighty (80) hours per employee participating, with possible exceptions considered.

**ARTICLE 3 - PROFESSIONAL RIGHTS**

A. Organizing

Employees shall have the right to organize.

B. Required Meetings or Hearings

Whenever any employee is required to appear at a formal meeting before the Administration or Board that has disciplinary potential, said employee(s) shall receive prior notice at least 24 (twenty-four) hours in advance and shall be allowed representation by the Association.

## ARTICLE 4 - PROBATION/EVALUATION/DISMISSAL

### A. Probation

Employment of all regular full-time and regular part-time classified employees will be probationary for the first ninety (90) work days of employment in the district (the summer recess shall not be included in the probationary period for those employees on recess during that period). The District shall have the right to extend the probation period for an additional thirty (30) work days if deemed necessary by the Superintendent and prior notice is given the employee and Association at least fifteen (15) work days prior to the completion of the original probationary period.

The district shall have the right to discharge any employee at any time during his/her probationary period for any reason deemed sufficient by the district. The provisions of this article dealing with evaluation, discipline and dismissal do not apply during the probation period. Such discharge may be appealed to the Board of Directors under the provisions of ORS 332.544, but shall not be subject to the provisions of the grievance procedure of the collective bargaining agreement.

Probationary Employees shall be afforded all other rights under the Collective Bargaining Agreement.

### B. Evaluation

The District agrees to evaluate each employee at least once each year of regular employment. The employee will be provided a written copy of the evaluation and will have the opportunity to respond in writing if the employee so chooses.

### C. Discipline/Dismissal

In the event an employee is being disciplined (discipline is defined as a verbal or written reprimand, suspension without pay, or reduction of compensation) the following procedure will be used:

1. The employee will receive notice of the charge or reasons for the contemplated action.
2. The employee will be apprised of the nature of the contemplated action (notice of sanction).
3. An informal meeting with the supervisor will be held prior to final action being taken on the proposed sanction and the employee will have the right to respond to the problem or charges in writing.
4. The employee shall have the right to representation by the association during part or all of this process.
5. Employees shall not be discharged except for just cause. This article shall not



apply to probationary employees.

An employee's deficient performance may be addressed by a written warning and/or plan of assistance. Repeated unsatisfactory behavior may subject the employee to discipline up to and including discharge. A plan of assistance will not be used for those offenses (e.g. theft, insubordination, intoxication, substance abuse on the job, etc.) which, by common knowledge, may properly be expected to be disciplined. Plans of assistance shall outline areas of needed improvement and include an implementation and completion date.

An employee may have a meeting with the board under the provisions of ORS 332.544 upon written request.

#### **ARTICLE 5 - PERSONNEL FILES**

- A. Employees will have the right, upon request, to review the contents of their personnel file and to receive a copy. However, employees shall not be permitted to view confidential letters of reference received by the District prior to the employee being hired. An employee will be entitled to give written permission to have an OSEA representative review the employee's file with or without the employee's presence.
- B. An employee will have the right to indicate those documents and/or other materials in his or her file which the employee believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent or designee and if the Superintendent or designee agrees, the documents will be destroyed.
- C. Such personnel records shall not contain any information of a critical nature that does not bear either the signature of the employee indicating the employee has been shown the material or a statement by the employee's supervisor the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee. The employee shall have the right to place a written statement of explanation or rebuttal in his/her personnel record for any critical information placed in the record by the District. Upon written request by an employee, any disciplinary document shall be deemed invalid after three (3) years if there has been no recurrence regarding this issue or any other issue.
- D. Grievance materials will be filed in a separate file.

#### **ARTICLE 6 - VACANCIES, TRANSFERS, AND PROMOTIONS**

- A. During the school year, the District shall post new job openings in the bargaining unit at least 5 working days. Job opening announcements shall be posted on the district web site and emailed to all staff.

During the summer months at the request of an employee, the District shall post said openings by email or text message at least 5 working days, prior to the job posting closing, and include notice to the Chapter President.

Vacancy: A position the district intends to fill.

- B. When an open position, newly created or existing, is available for employees covered by provisions of this contract, employees may apply in writing for a transfer to the open position in the bargaining unit. Requirements for the position shall be available at the time the position is posted. Selection shall be based on the following criteria:
1. Individual qualifications
  2. Training and experience
  3. Performance
  4. Unique needs of the program as determined by the District

Employees shall be interviewed prior to outside applicants.

When the foregoing factors are substantially equal, preference shall be given to the employee with the greatest seniority in the district. If a request for a transfer has been denied, the employee shall, upon request, receive written explanation of the reasons from the supervisor.

The final decision on all transfers shall be made by the District.

- C. The employee who is granted a transfer within a career field will be placed on the salary scale at the experience level held in the previous career field classification.

An employee who is granted a transfer to a position in a different career field that pays less per hour will be placed on the salary scale at the experience level, or step, held in the previous career field classification.

The employee who is granted a transfer from one career field to another career field that has a higher pay rate will be placed on the wage schedule at a rate at least two and one half ( 2.5%) percent higher than previously earned in another career field. This is not to say that an employee will be given any specific credit for years of experience. The result is to allow employees to apply and be hired in another career field without taking a reduction in pay. Example: Employee has 8 years of experience as a paraprofessional and is on the schedule at step 8 for a rate of pay of \$10.00 an hour. If the Office Manager position were open and the paraprofessional applied and was transferred, the employee would be placed on the step that was at least two and one half (2.5%) percent higher in wage than \$10.00 per hour, even if that meant the employee would start the new position at step 4.

An employee who moves from one career field to another career field will be given credit for the total years of seniority in the district.

For purposes of this section, the following has been designated as separate career fields:

1. Secretary - Office Manager - AP Clerk
2. Paraprofessional - Library Tech
3. Bus Driver – Driver Trainer
4. Custodian – Maintenance - Grounds
5. Cook - Food Service Assistant – Lunch Clerk
6. Youth Transition Specialist

- 7. Computer Support Specialist - Computer Technician
- 8. Program Coordinator – Attendance Advocate

- D. Nine month classified employees may be given first opportunity to accept temporary positions created by the district for summer recess, if they can satisfactorily perform all duties of the position. Employees who are hired into a job classification different from regular school year employment shall be paid a rate established by the Board for summer help.
- E. The District shall be liable to pay the employee's regular rate if the District directs an employee to substitute at a lower level to meet the needs of the District.
- F. With the approval of the superintendent, a new employee to the district shall be allowed up to five (5) years of experience (Step 5) on the wage schedule based on actual years of experience on a job of like responsibilities and skills.
- G. Involuntary Transfer

The Union acknowledges the right of the District to assign employees work locations and duties. However, when there is to be a substantial change in work place or assignment, an employee will be given a minimum of two (2) weeks' notice. The District will post notices to seek qualified volunteers before requiring an involuntary transfer in circumstances where the reason for the transfer is filling a particular vacancy. If an employee is to be reassigned, the District agrees, at the request of the employee, to confer with representatives of the Union to discuss the reasons and alternatives explored before reassigning the employee.

## **ARTICLE 7 - PAYROLL/ DEDUCTIONS**

- A. Voluntary Salary Deductions

The District is required, upon request by an employee, to make authorized deductions and promptly transmit the money to organizations designated by the employee; these deductions shall be limited to the following:

1. Tax-sheltered annuities, limited to program capacity of computer
2. Association monthly dues
3. Federal credit unions: Greater Oregon, Mid-Oregon
4. Local banks or lending institutions.
5. U.S. Savings Bonds
6. Medical Insurance

## **ARTICLE 8 - LUNCH AND REST PERIODS**

- A. Each employee shall receive a fifteen (15) minute break during the first 4 hours of that employee's shift and a fifteen (15) minute break during the second 4 hours of that employee's shift. Breaks are not to be accumulated and added onto lunch periods, other breaks, or used at the completion of a shift. All regularly scheduled breaks shall be

scheduled with a supervisor.

- B. Each employee shall receive an uninterrupted lunch period of at least thirty (30) minutes scheduled as closely as possible to the midpoint of their shift. The lunch period will be worked only in the event of an emergency, and the employee will be paid for any time worked.

### **ARTICLE 9 - WORKWEEK/OVERTIME**

- A. Each regular full-time employees workweek shall consist of four consecutive days. Office Managers will work up to 40-hour work-weeks.
- B. In non-emergency situations, the District shall offer extra hours and overtime to regular employees within a classification before hiring a substitute.
- C. Eligible employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off work for the following:

All assigned work in excess of eight (8) hours, excluding lunch periods, on any scheduled workday. Exception: Those employees assigned to work an alternative schedule up to 40 hours per week. Example: four (4) ten (10) hour days or four (4) nine (9) hour and one (1) four (4) hour day pursuant to ORS 653.268.

All assigned work in excess of forty (40) hours in any workweek.

All overtime work or work in addition to the normal workday must have prior approval by the employee's supervisor.

Compensatory time off for overtime worked must be arranged with and have the approval of the supervisor at least one day prior to the date on which the compensatory time is taken. Compensatory time may be combined with vacation time for leaves from work. At no time can a single combined leave exceed the yearly vacation time for the employee. All compensatory time will be used by June 30 each year or the employee will be paid for the accumulated compensatory time. The District reserves the right to require that compensatory time be taken and regulate when it is taken.

### **ARTICLE 10 - EDUCATIONAL REIMBURSEMENT**

The District agrees to pay all registration and expenses for classes, workshops, seminars, conferences, courses, and training taken by an employee when required by the District, by law, or training requested by the employee and approved by the supervisor. The District will grant pay at the rate equal to his/her regular pay for the hours an employee spends in classes, workshops, in-service, seminars, conferences, courses, and training, including additional required hours.

## ARTICLE 11 - COMPENSATION

### A. Professional Compensation

1. Wages for the classified employees in the bargaining unit shall be increased by four (4%) percent over the 2017-18 wage schedule and reflected on the attached wage schedule, and by this reference incorporated herein effective July 1, 2018, as Addendum A.

Wages for the classified employees in the bargaining unit shall be increased by three (3%) percent over the 2018-19 wage schedule and reflected on the attached wage schedule, and by this reference incorporated herein effective July 1, 2019 as Addendum B.

Wages for the classified employees in the bargaining unit shall be increased by three (3%) percent over the 2019-20 wage schedule and reflected on the attached wage schedule, and by this reference incorporated herein effective July 1, 2020 as Addendum C.

Each employee shall be advanced one step on the salary schedule for each full year (135 days or more) of regular full-time work if applicable.

2. A night differential of .20 cents per hour shall be paid to swing shift employees.
3. Position Change - a change in position involving duties outside of an employee's normal work assignment or job duties shall be accompanied by moving the employee to the appropriate salary position of the salary schedule.

#### 4. Bus Trips

- a) For District-sponsored extra-curricular bus trips, a regular driver will be called. The regular bus driver pay scale will be used. Standby time will be paid at Step 1 of the drivers regular rate of pay. Under the authority of ORS 653.269, overtime pay will not be paid for overnight trips. However, if a driver's total weekly hours exceed the 40-hour test for overtime, all hours over 40 will be paid at the overtime rate as established by Federal Standards. Lodging and meals for bus drivers will be paid in advance, when possible, by the District. In the event a bus driver must arrange for lodging, a receipt for such lodging will be provided to the Transportation Supervisor for reimbursement. Costs in excess of those listed below must be justified to the District before reimbursement may be made.
- b) Bus drivers will be given 48 hours' notice prior to departure time, unless in case of emergency.
- c) A list of the drivers who want to drive trips and extra runs will be posted by seniority. Trips shall be posted for driver selection one week in advance. Drivers shall have the opportunity of selecting trips on a rotation basis. The driver at the top of the list for that week shall have first selection of a trip in the coming week. The next driver would have second choice

and so on. Once a driver has chosen a trip their name drops to the bottom of the list and moves up as other drivers choose a trip. A driver who has the opportunity and does not choose a trip for the coming week shall drop to the bottom of the rotation and move up as other drivers choose trips. A driver can only choose one trip at a time. The list begins the next week with the driver who is on top of the rotation.

5. Classified employees shall be paid no later than on the last working day of the District Office on or before the 21st of each month. The final payment for the contract year may be paid on the last working day of the business office no later than on or before the 21st of June.
6. Mileage reimbursement will be at the current IRS rate for District business or professional leave and shall be paid in advance when an employee's personal vehicle is to be used. Request for advance payment must be done at least two weeks in advance. The employee will reimburse the district within a week of the original planned travel date for travel expenses paid when travel is not completed.

When District business or professional leave causes an employee to travel out of town, a meal allowance will be reimbursed according to District policy for all employees. The District requires a two-week notice to pay employees in advance.

7. The employee's contribution to the Oregon Public Employees Retirement System (PERS) shall be paid by the employee.
8. Any employee who works more than 20 hours per week may leave 1/2 hour earlier on Friday, with building administrator's permission.
9. No employee will lose pay if classes are canceled because of snow or other school closure. In the case of lost days, the District reserves the right to schedule make-up days without additional compensation.
10. Each fall, Notice of Employment Letters shall be sent to all classified employees advising them of confirmation of their position on the wage schedule, rate of pay, and benefits.
11. Paraprofessionals assigned to work at Monroe will receive an additional \$.50/hour.

#### B. Insurance

1. The District shall provide each employee with family medical, dental with orthodontia and vision insurance options.
2. The District and the Association will work together to achieve the highest quality comprehensive health care at an affordable cost to the classified employees.
3. The insurance limit will be up to \$1300 in 2018-19, \$1375 in 2019-20 and \$1450

in 2020-21 for all employees who choose to enroll in insurance benefits and shall be effective September 1, 2018.

4. An eligible employee shall be identified as an employee working three (3) hours or more per day. Any employee working three (3) or more but less than six (6) hours shall have their insurance benefits pro-rated. Proration shall be based on a 6 hour period, i.e. 6 hours equals 100% then 3 hours would equal 50%, etc.
5. The District is willing to provide an expanded 125 Plan if there is minimal administration for the administrative staff and no expense to the District.
6. If the District is awarded a health insurance rebate, it will be equally divided among participants in the plan.
7. Hours worked for extra bus trips, such as sports and/or field trips, will be averaged with regular bus route hours to calculate the proration of health benefits using the previous fiscal year.
8. Should classified employees select a plan offered through the Oregon Educators Benefit Board (OEBB) containing a Health Savings Account (HSA) provision, the District will agree to apply each employee's insurance cap towards the premiums for the OEBB plan and deposit any remaining insurance cap dollars, up to the maximum allowed by the IRS guidelines, into an HSA account set up and maintained by the employee.

If an employee and his/her spouse are both employees of the District and eligible for benefits, and they both elect to participate in the HSA plan, the district agrees to deposit the remaining insurance cap dollars for the employees as outlined above as well as the spouse's insurance cap into the HSA account up to the maximum allowed per year for a family according to IRS guidelines.

#### C. Funding

If the District closes one or more schools for economic hardship, no member of the bargaining unit at a closed school shall be entitled to any salary or fringe benefits provided in the Agreement while the schools are closed. Members of the bargaining unit in the closed buildings will have bumping rights as described in Layoff and Recall. The District will give affected employees at least 10 working days notice prior to such a closure.

#### D. Contracting Out Protection

During the term of this agreement the District agrees not to contract out a position that is normally performed by a Classified Employee of the District.

### **ARTICLE 12 - LEAVE**

## PAID LEAVE

For the use of paid leave under this section, relatives shall be defined as; spouse of employee, a domestic partner as defined under Oregon law, children, grandchildren, grandparents, mother, father, brother, sister, mother and father in law, and legal dependents.

Relative(s): Spouse of employee, a domestic partner as defined under Oregon law, children, grandchildren, grandparents, mother, father, brother, sister, mother and father in law, and legal dependents.

Same sex domestic partner: Same sex domestic partner is 18+ years of age, the sole domestic partner, not legally married to anyone, not related by blood and mentally competent to consent to contract when domestic partnership began.

### A. SICK LEAVE

1. Every employee holding a regular position is entitled to accumulate an unlimited number of days sick leave at the rate of ten (10) days per school year or one (1) day per month employed, whichever is greater. Sick leave may be used for illness or injury of relatives.
2. Sick leave after four (4) or five (5) consecutive workdays (Four days if it is a four day work week) may require certification of the employee's attending physician or practitioner that the illness or injury prevents the school employee from working. A physician's release may be required for return to work after an illness or injury.
3. The District will allow employees to transfer in his/her unused sick leave accumulated from other school districts in Oregon per ORS 342.596
4. Classified employees shall be allowed the use of sick leave to enhance retirement benefits as permitted by law at the time of retirement.
5. Leave hours used are directly correlated to the hours missed. For example, employees who are on a four-10 hour work week will be docked 10 hours of leave time for a day missed.
6. Notification of leave being taken shall be given by 6:30AM via AESOP. After 6:30AM, a phone call to their direct supervisor is required. Emergency situations may waive this requirement.

### B. PERSONAL LEAVE

Employees shall be allowed a total of two (2) days leave per year (non-accumulative) for personal reasons. Granting of leave shall be pre-approved and is dependent on the availability of substitutes, if necessary. At least 24 hour prior notice shall be made to the immediate supervisor unless an emergency arises, then such notice is not required. Personal leave shall not be used to serve as a litigant or witness against the district. In



lieu of taking personal leave days, employees shall be compensated at step 1 (one) rate of pay for their position by June 30<sup>th</sup>.

Should an employee exhaust all Personal Leave an employee, with Supervisor approval, may request one day of Leave without Pay.

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 earned/unused personal 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 leave with the employee's permission. An employee may donate up to two days of unused personal leave to be used by the designated employee.

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 requiring assistance.

C. BEREAVEMENT LEAVE

Each employee shall be allowed a total of five (5) days per year (non-accumulative) with no loss in pay for the death of relatives. Bereavement leave may be used to attend other non-relative funerals for up to one day. Exceptions may be granted by the superintendent to account for travel. With prior approval additional days needed beyond the five-must be taken as personal leave or without pay. If an employee has sick time available, sick time shall run concurrently with the bereavement leave set forth herein.

D. LEGAL LEAVE

If an employee is subpoenaed to appear as a witness, not a party of interest and not as witness adverse to the District, or is called to jury duty in a case in court, the District will authorize such absence without loss of pay. If the employee received a fee for these services, the fee, less mileage, shall be deposited with the District in order for the employee to receive a full paycheck for the period involved; and provided further that a copy of the subpoena or other notice shall be filed with the District request for leave.

**ARTICLE 13 - FMLA & LEAVE WITHOUT PAY**

**FAMILY MEDICAL LEAVE (FMLA/OFLA)**

Employees shall be entitled to family medical leave as provided in ORS 659.470 to ORS 659.494 and applicable federal statutes. Benefits will not be accrued during the leave of absence except as required by law.

The District, at its option, may require use of sick leave, personal leave days or vacation time during part or all of the leave period.

## LEAVE WITHOUT PAY

- A. An employee may apply to the Superintendent for leave without pay for a specific period of time up to one (1) year. Such leaves shall not be granted for the purpose of other employment. If leave without pay is granted, increases in compensation (except experience increments which would be allowed if an employee worked six (6) months since his/her last experience step increase) and other benefits that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave.
- B. The employee will have the option to self-pay insurance premiums during the leave to the extent permitted by the insurance company. Upon returning from an approved leave in excess of six (6) months, the employee will be entitled to bump the least senior employee in the District, providing the employee is qualified to perform the duties of the position, and the position is comparable in hours and benefits to the position held prior to the approved leave; if the employee is not qualified to fill the position of the least senior person, then the returning employee shall have the right to bump the next least senior employee in the District, etc.
- C. Employees who receive paid benefits will be docked a prorated amount from their district provided insurance cap when unpaid leave has been requested, and approved. Such docking will be calculated with the last payroll of the fiscal year or the last payroll for said employee. The percentage will be one day divided by the number of scheduled workdays for the year.

## **ARTICLE 14 - HOLIDAYS**

- A. The following holidays, in addition to any release day granted by the Board will be observed as paid holidays for employees in the bargaining unit:
  - 1. Labor Day
  - 2. Thanksgiving Day
  - 3. Day after Thanksgiving
  - 4. Veterans Day
  - 5. Memorial Day
  - 6. Martin Luther King Jr. Birthday

A twelve (12) month employee will have Independence Day as a holiday. As a part of their regular duties, any employee required to work during Christmas vacation will have Christmas Day and New Years' Day as a paid holiday. It shall be understood, hours worked for extra bus trips, such as sports and/or field trips shall not apply in this section unless actually working on the holiday.

- B. An employee in the bargaining unit shall be compensated for the holiday as though the employee has worked a regular schedule for the day. An employee required to work on the above named holiday shall receive the overtime rate for hours worked at time and one-half in addition to his/her regular holiday pay.
- C. Compensation for holiday benefits shall be provided for an employee who has worked the regularly scheduled work day before and the regularly scheduled work day following

the holiday. For the purpose of this article, authorized leaves of absence (sick leave, emergency leave, legal leave) shall be considered as time worked to receive holiday pay. Administrators may approve personal leave as authorized leave for the purpose of this article.

- D. A holiday which falls on a weekend shall be adjusted as required by ORS 187.010(2).

**ARTICLE 15 - VACATIONS**

- A. Vacation time earned by twelve (12) month and OYA employees in the bargaining unit shall be granted as indicated in the following outline:

Years of service in the District	12 month employee Vacation Days	OYA employee Vacation Days
0 to 1 year	0 days	0 days
1 through 2 years	5 days	4 days
3 through 4 years	10 days	9 days
5 through 9 years	15 days	13 days
10+ years	21 days	18 days

- B. Vacation time shall be granted as outlined above, and compensated at that employee's rate of pay. Earned vacation shall be effective at the employee's anniversary date with the District.
- C. Vacation time that is currently accrued to an employee must be used within two (2) years of being awarded the time. At no point can an employee have more than two years of vacation time available to use.
- D. Vacations shall be scheduled in such a manner that a minimum number of employees shall be on vacation at any one time. Dates of vacations will be mutually agreed upon by the employee and the District.
- E. Vacation pay for twelve-month employees shall be paid on the regular pay day following the employee's vacation.

**ARTICLE 16 - SENIORITY, LAYOFF AND RECALL**

- A. Seniority
  - 1. Seniority shall be determined by computing the length of service since the employee's first day of actual service with the District as a classified employee. When two or more employees begin actual service on the same date, ties shall be broken by lot when the employees are first hired. Periods of temporary employment shall not be counted towards seniority, but regular probationary periods shall count towards seniority. Seniority for all employees will be counted

from the first day of service as a classified employee with any of the constituent districts prior to unification, as long as that service was not broken.

2. Approved leaves of absence will not be considered as an interruption in service.
3. Unpaid leaves of absence in excess of 30 consecutive days do not count toward seniority. Such leaves count against the total years of accumulated seniority. Paid leaves and those leaves granted by law such as Family Medical leave do not affect seniority.
4. If an employee resigns and is later reemployed by the District, length of service shall accrue from the first day of service after rehiring. The District may rehire said employee to his/her previous job classification up to the experience step the employee was on when the employee resigned.

B. Layoff

Layoff shall be defined as a permanent and or temporary reduction in days, and/or positions.

In the event the District in its discretion, determines that a reduction in force is appropriate, the District will determine which position is to be eliminated. The least senior person in that particular classification is then displaced from his or her position. The more senior person who holds the position to be eliminated is then moved into the position vacated by the least senior person in that classification.

Qualification and Qualified: The term "qualified or qualifications" when used shall be based on specific training or education that enables a particular employee to successfully perform in a specific assignment within a classification.

1. Within five (5) working days of notification, the laid off employee must notify the District with a written request to "bump" another employee. The employee proposing to bump must have greater District seniority than the least senior employee in the District. The employee will be permitted to bump the least senior employee in the District, providing the employee is qualified to perform the duties of the position. The individual will be deemed qualified to perform the duties of the position if the employee has performed the duties of the specific position before as a regular district employee. If the employee desiring to bump is not qualified to fill the position of the least senior person, then the bumping employee shall have the right to bump the next least senior employee in the District, etc.
2. An employee bumping into a different classification will remain on the same step of the salary schedule in the new position as the employee was on in the prior position, though the hourly wage may change.
3. The bumping process is not to be used to move to a promotion, namely from a secretarial to an office manager position.

The Association may, upon notification of the layoffs, request to meet with a designated District representative to discuss the pending layoff. As a part of the discussions

relative to displacement procedures, the Association may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues, nor shall it cause time lines to be extended, unless the District so desires; nor shall it deter the District from placing its determined course of action into effect.

When a layoff of employees in a classification is contemplated, employees affected by such layoff shall receive written notice of such action at least ten (10) workdays in advance of any layoff. The ten (10) day notice would not be necessary in the event of an emergency such as fire or some other disaster over which the District has no control.

If an employee is RIF'd and is unable to use their vacation days, then the employee will be compensated for up to one year's accrual of vacation days.

### C. Recall

An employee who is laid off will remain on the laid-off list and be eligible for recall for a period not to exceed twenty-seven (27) months.

In the event an opening occurs in the same classification as the position held by a person at the time of layoff, the person in layoff will be recalled to that position.

In the event an opening occurs in a different classification from the position held by a person at the time of layoff, the vacancy notice will be posted in-house and applications will be accepted from all current and laid-off staff members.

In order to maintain this right to recall, an employee must register in person or by mail with the Superintendent or his designee upon change of address, telephone number and at least every six (6) months to signify his availability for recall.

The District shall notify laid-off employees of a position opening by certified letter, with return receipt requested, to the last address listed with the District.

Refusal of recall to a position not equal in hours and salary to the position held prior to layoff shall not constitute voluntary termination and the employee shall remain on the recall list.

Laid-off employees shall have five (5) calendar days from receipt of such notification as indicated on the return receipt in which to indicate their acceptance or rejection of the position, and an additional thirty (30) calendar days there from in which to begin active employment.

All reemployment rights shall be forfeited if:

1. The employee cannot be located at the last known address which has been furnished the District;
2. The employee refuses a position equal in hours and salary to that held prior to layoff.
3. The employee fails to report to active employment within the time limits established herein.

Employees who wish to waive reemployment rights may do so by written notification to the District.

Employees returning from layoff shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of layoff.

A laid-off employee will be allowed to continue on the District insurance programs at the group rate, with the employee paying the premiums, for the maximum time allowed by the insurance carrier.

## **ARTICLE 17 - COMPLAINT PROCEDURE**

### **A. Complaints**

- a) Any written complaint regarding an employee shall be made known to the employee.
- b) Day: For the purpose of Article 2 COMPLAINT PROCEDURE, a day shall be interpreted as a calendar day.

### **B. Meeting With Immediate Supervisor**

The immediate supervisor shall meet with the employee to inform the employee of the nature of the complaint, and shall try to resolve the matter informally.

### **C. Resolution of Unresolved Complaints**

The Superintendent will determine the disposition of an unresolved complaint within thirty (30) calendar days of the referral of the complaint or the matter will be dropped completely. Upon making a determination, the Superintendent will notify all parties concerned, in writing, of the decision.

### **D. Complaint Record**

An employee may attach a written statement to any material placed in his/her personnel file under the provisions of this article. If any negative material is placed in an employee's personnel file as a result of a complaint, the employee shall have the right to attach a written rebuttal or explanation.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of the procedure is to provide an orderly method for resolving grievances as herein defined. An effort shall be made to settle grievances at the lowest possible level in this procedure.

### **B. Definition**

1. Grievance: An alleged violation of a specific provision of this Agreement, including any Memorandums of Understanding (MOU) or Agreement (MOA).
2. Grievant: A member or members of the bargaining unit or the Association making the claim.
2. Days: Regular working days of the District Office.
3. For the purpose of Article 3 GRIEVANCE PROCEDURE, a day shall be interpreted as a regular working day of the District Office.

C. Time Limits

1. The time limits herein shall be binding on all parties unless waived or extended by written mutual agreement. In cases where a grievance will be initiated or processed during a period in which the grievant would not normally be actively employed, the grievant and the Board may, by written mutual agreement, extend or modify the time limits herein as is appropriate.
2. If a grievant fails to initiate or process his/her grievance within the time specified herein, the grievance shall be deemed waived.
3. If the administration fails to adhere to the time limits set herein, the grievance automatically advances to the next step.

D. Grievance Process

Step 1: The grievant shall discuss the grievance informally with his/her immediate supervisor within ten (10) working days from the occurrence of the grievance. If so desired by the grievant, an association representative of his/her choice may represent the grievant.

Step 2: If the matter remains unresolved, the grievant shall submit a written grievance to the immediate supervisor within twenty (20) days following the occurrence of the grievance. The written grievance shall contain:

1. A statement of the grievance and relevant facts;
2. The management action or inaction which initiated the grievance;
3. The specific provisions of the Agreement allegedly violated; and
4. The remedies sought by the grievant which would resolve the grievance.

The supervisor shall respond in writing to the grievant within ten (10) days; a copy of his/her response shall also go to the Association.

Step 3: If the grievance remains unresolved, the grievant shall submit the grievance

statement to the Superintendent or his designee within ten (10) days from receipt of the supervisor's response. The Superintendent or his designee shall hear the grievance within ten (10) days after receipt of the grievance and shall give a written response to the grievant within ten (10) days thereafter; a copy of his/her response shall also go to the Association.

Step 4: If the grievance remains unresolved, the grievant shall submit the grievance statement to the Board within ten (10) days from receipt of the response specified in Step 3. The Board shall establish a hearing date within thirty (30) days after receipt of the grievance statement. The Board shall give a written response to the grievant within ten (10) days thereafter; a copy of the response shall also go to the Association.

Step 5: If the grievance remains unresolved, the grievant may submit the grievance to arbitration. Only contract grievances will be allowed to proceed to arbitration. Upon receipt of the appeal, the Association and Superintendent shall attempt to select an arbitrator within five (5) days. If this cannot be done, the parties shall request a list of arbitrators from the Employment Relations Board (ERB) and the arbitrator shall be selected through a strike-off procedure. The parties agree to abide by the American Arbitration Association arbitration rules in conducting the hearing. The decision of the arbitrator, within the scope of his/her authority, shall be binding on the parties.

#### E. Miscellaneous

1. There shall be no restraint, interference, discrimination, or reprisal exerted over any employee choosing to use these procedures.
2. Each party shall bear all costs of producing their own witnesses, preparation of exhibits and other materials to include the production of a record or transcript of the proceeding unless such a record or transcript is desired by both parties. The fee and expenses of the arbitrator and the cost of the hearing room shall be borne equally by both parties.
3. A grievant may be represented by himself/herself or a representative of his/her own choosing at all steps of this procedure.
4. All meetings and hearings under this procedure shall be conducted as provided by law.
5. Any member of the bargaining unit participating in a grievance meeting with the Board or its representative shall be released from regular duties without loss of salary if such meeting is scheduled during working hours.



## FOUR-DAY WEEK AGREEMENT

It is the intent of Harney County School District #3 to abide by the following provisions in order to help mitigate the impact of a four-day week on classified employees of the district:

- 1) Any work needed by the school district on Fridays will be offered to qualified, regular classified employees prior to hiring substitutes or contract help from outside the district.
- 2) Regular classified employees, and/or employees who are on the recall list, will be offered the first opportunity to substitute for classified staff if the schedule does not conflict with their regular duties. In order to be asked to substitute, they must inform the District that they are interested in subbing and be qualified and physically able to perform the duties of the position.
- 3) It is the intent of the district to create full-time positions for classified staff when possible. This may mean combining two positions if the work schedules do not conflict and the employee is qualified. For example: an employee may work as a bus driver from 6:00 a.m. to 8:00 a.m. and 2:00 p.m. to 4:00 p.m., and as a paraprofessional from 9:00 a.m. to 1:00 p.m., for a total of 8 hours per day. Before any two positions are combined, the District will get the agreement of the employee(s) involved.
- 4) Regular permanent bus drivers (with a daily route), who are qualified, will be given the first opportunity to work extra hours cleaning and maintaining buses and driving buses to other locations for maintenance when required – before temporary or substitute employees are offered this work, provided the extra time will not place the employee into overtime.
- 5) Office Managers will work up to 40 hour workweeks.
- 6) Classified staff who do not regularly work on Fridays will not be required to work on Fridays. (This is to accommodate staff who accept other jobs or responsibilities.)
- 7) The Association, along with the licensed staff, will have input in the calendar. However, the School Board will have final say in the adoption of the calendar.
- 8) Since the four-day week will mean a longer school day for students, the District will extend the length of the workday for the existing staff rather than staggering or flexing their schedules. This is so employees will retain as many paid work hours as possible.
- 9) At the discretion of the supervisors, employees may have their workday extended to 8 hours or more – for example: paraprofessionals may work 8 hours instead of 7.5; custodians may work four 10-hour days.
- 10) Fridays may be built into the calendar if they are approved by the board prior to the start of a new school year, giving employees the ability to plan well in advance. These days may be used to shorten or lengthen the school year, with the student days being no less than 150 days.



Monica McCanna

Chapter President

OSEA Association Ch. 75



Lisa King

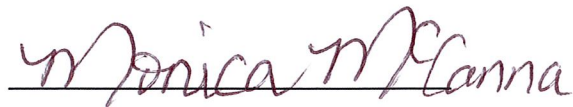
Chair of the Board

Harney County School District #3

## MEMORANDUM OF AGREEMENT - Sick Time

The Harney County School District #3 (hereinafter "District") and the Oregon School Employees Association Chapter No. 75 (hereinafter "Association") hereby agree to the following regarding implementation of the Oregon Sick Time law, ORS 653.601-653.661 for the duration of the 2018-21 Collective Bargaining Agreement:

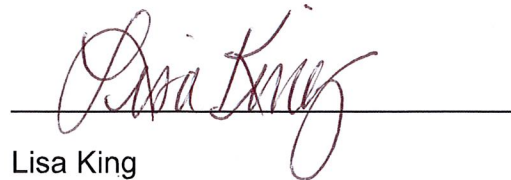
1. If an employee has Sick Time available in any given school year, pursuant to ORS 653.601 through 653.661 ("Oregon sick time law"), and in accordance with district policy and this MOA, then the employee may utilize sick leave under Article 15(A) of the Collective Bargaining Agreement ("Sick Leave") for any of the purposes available pursuant to ORS 653.601 through 653.661, and Sick Time and Sick Leave shall run concurrently. In the event that no Sick Time is available, the provisions of Article 15(A) of the Collective Bargaining Agreement shall apply.
2. Article 15(A) of the Collective Bargaining Agreement provides for Sick Leave in accordance with ORS 332.507. In addition, if the Oregon sick time law applies, employees shall accrue sick time in accordance with Board Policy GCBDD/GDBDD.
3. If employees have sick time available per this agreement, employees may use Sick Time for the purposes of bereavement leave per the Oregon sick time law, and it shall run concurrently with the Bereavement Leave set forth in Article 15(C) of the Collective Bargaining Agreement. If the employee has no Sick Time available, the provisions of Article 15(C) shall apply.



Monica McCanna

Chapter President

OSEA Association Ch. 75



Lisa King

Chair of the Board

Harney County School District #3

## Memorandum of Agreement - District Retiree Employment

### Hiring of Retirees

The Harney County School District No. 3 (hereinafter "District") and the Oregon School Employees Association Chapter No. 75 (hereinafter "Association") agree as follows.

Classified employees of the Harney County School District #3 who retire may be allowed to continue to work for the District under the following conditions. Should new laws be implemented related to the employment of retirees, both parties agree to revisit this section:

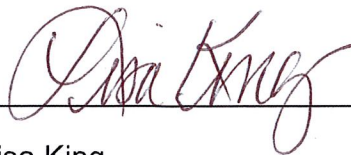
1. The district may rehire an employee who has retired from the district in its sole discretion. The district does not guarantee re-employment after retirement.
2. The employee must meet all Public Employee Retirement System regulations and conditions for retirement, including any applicable legal restrictions on the number of hours a retiree may work in a year.
3. The employee will continue to be a member of the bargaining unit and shall receive all rights and benefits under the contract, except for seniority accrual, layoff and recall provisions of the contract.
4. A rehired retired employee will not be required to complete an additional probationary period.
5. Rehired retirees will receive insurance benefits according to the current contract at the time of rehire.
6. Separation from the District due to retirement constitutes a break in service, and the employee's seniority will revert to zero.
7. Retiree sick leave accrued prior to retirement does not carry over. At the commencement of the re-employment, sick leave is allocated and begins to accrue as for any new hire.
8. The employee shall be reemployed at the same step in the wage schedule that they had prior to retirement for the remainder of the first fiscal year. To be hired in subsequent years, the rehired retiree must apply for the position and would be placed on step 5 of the wage schedule. Preference will not be given to a retiree should they choose to apply again.
9. The District will not make any PERS payments to or on behalf of rehired retirees.



Monica McCanna

Chapter President

OSEA Association Ch. 75



Lisa King

Chair of the Board

Harney County School District #3

**HARNEY COUNTY SCHOOL DISTRICT #3**  
**\*CLASSIFIED EMPLOYEE AGREEMENT**  
**ADDENDUM A – Salary Schedule 2018-2019**

**Wage Schedule represents an increase of 4% over the 2017-18 schedule (Paraeducators increased by 5%)**

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 12	STEP 15	STEP 18	STEP 21	STEP 24
AP CLERK	13.42	13.77	14.12	14.50	14.88	15.27	15.66	16.06	16.48	16.92	17.36	17.82	18.27	18.76	19.25
OFFICE ASSISTANT	13.48	13.82	14.18	14.55	14.93	15.31	15.70	16.12	16.54	16.96	17.41	17.86	18.32	18.80	19.29
OFFICE MANAGER	14.44	14.82	15.20	15.61	16.01	16.42	16.85	17.31	17.74	18.21	18.68	19.16	19.65	20.17	20.70
PARAPROFESSIONAL	13.11	13.46	13.81	14.18	14.54	14.92	15.31	15.70	16.12	16.54	16.97	17.43	17.88	18.35	18.83
LIBRARY TECH	13.51	13.86	14.23	14.58	14.98	15.36	15.76	16.17	16.59	17.01	17.45	17.90	18.37	18.86	19.33
BUS DRIVER	14.29	14.65	15.04	15.44	15.84	16.24	16.66	17.10	17.53	17.99	18.46	18.94	19.43	19.94	20.45
CUSTODIAN	13.19	13.53	13.88	14.25	14.61	15.00	15.38	15.79	16.19	16.62	17.05	17.48	17.93	18.40	18.88
MAINT/GROUNDS	14.89	15.28	15.67	16.08	16.50	16.93	17.37	17.84	18.28	18.77	19.26	19.76	20.29	20.80	21.34
COOK	12.54	12.86	13.20	13.54	13.89	14.26	14.62	15.01	15.39	15.80	16.20	16.62	17.06	17.49	17.95
COOK ASSIST.	10.93	11.21	11.50	11.79	12.11	12.43	12.75	13.08	13.41	13.76	14.11	14.49	14.86	15.26	15.65
LUNCH CLERK	12.99	13.33	13.68	14.04	14.40	14.78	15.16	15.55	15.96	16.38	16.81	17.26	17.71	18.18	18.65
YOUTH TRANS I	17.28	17.73	18.20	18.68	19.17	19.67	20.18	20.71	21.25	21.80	22.36	22.94	23.55	24.16	24.78
COMPUTER TECH	20.00	20.51	21.04	21.58	22.13	22.69	23.28	23.87	24.48	25.11	25.75	26.41	27.09	27.78	28.49
PROGRAM COORDINATOR	13.42	13.77	14.12	14.50	14.88	15.27	15.66	16.06	16.48	16.92	17.36	17.82	18.27	18.76	19.25
ATTENDANCE ADVOCATE	13.42	13.77	14.12	14.50	14.88	15.27	15.66	16.06	16.48	16.92	17.36	17.82	18.27	18.76	19.25

A Bus Driver Trainer shall be compensated at Step 24 of the Bus Driver wage scale while performing trainer duties.

PHYSICALS

All physical examinations required by the District or by State Law shall be at the District's expense.

**HARNEY COUNTY SCHOOL DISTRICT #3**  
**\*CLASSIFIED EMPLOYEE AGREEMENT**  
**ADDENDUM B - Salary Schedule 2019-20**

**Wage Schedule represents an increase of 3% over the 2018-19 schedule**

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 12	STEP 15	STEP 18	STEP 21	STEP 24
AP CLERK	13.82	14.18	14.55	14.93	15.33	15.73	16.13	16.54	16.98	17.43	17.88	18.35	18.82	19.32	19.83
OFFICE ASSISTANT	13.88	14.24	14.60	14.99	15.38	15.77	16.18	16.60	17.03	17.47	17.93	18.39	18.87	19.37	19.87
OFFICE MANAGER	14.87	15.26	15.66	16.08	16.49	16.91	17.35	17.82	18.27	18.76	19.24	19.73	20.23	20.77	21.32
PARAPROFESSIONAL	13.51	13.86	14.22	14.60	14.98	15.37	15.77	16.17	16.60	17.03	17.48	17.95	18.42	18.90	19.39
LIBRARY TECH	13.91	14.28	14.65	15.02	15.43	15.82	16.23	16.66	17.09	17.52	17.97	18.44	18.92	19.42	19.91
BUS DRIVER	14.72	15.09	15.49	15.91	16.31	16.73	17.16	17.61	18.06	18.53	19.01	19.51	20.01	20.53	21.06
CUSTODIAN	13.58	13.94	14.30	14.68	15.05	15.45	15.84	16.26	16.68	17.12	17.56	18.01	18.47	18.95	19.44
MAINT/GROUNDS	15.34	15.74	16.14	16.56	17.00	17.44	17.89	18.37	18.83	19.34	19.84	20.35	20.90	21.42	21.98
COOK	12.92	13.25	13.59	13.95	14.31	14.69	15.06	15.46	15.85	16.27	16.69	17.12	17.57	18.02	18.49
COOK ASSIST.	11.26	11.55	11.85	12.15	12.47	12.80	13.13	13.48	13.81	14.17	14.54	14.92	15.31	15.71	16.12
LUNCH CLERK	13.38	13.73	14.09	14.46	14.84	15.22	15.62	16.01	16.44	16.87	17.31	17.78	18.24	18.72	19.21
YOUTH TRANS I	17.80	18.26	18.75	19.24	19.74	20.26	20.78	21.33	21.88	22.45	23.03	23.63	24.25	24.88	25.53
COMPUTER TECH	20.60	21.13	21.67	22.23	22.79	23.37	23.98	24.59	25.21	25.86	26.52	27.20	27.90	28.61	29.34
PROGRAM COORDINATOR	13.82	14.18	14.54	14.94	15.33	15.73	16.13	16.54	16.97	17.43	17.88	18.35	18.82	19.32	19.83
ATTENDANCE ADVOCATE	13.82	14.18	14.54	14.94	15.33	15.73	16.13	16.54	16.97	17.43	17.88	18.35	18.82	19.32	19.83

A Bus Driver Trainer shall be compensated at Step 24 of the Bus Driver wage scale while performing trainer duties.

**PHYSICALS**

All physical examinations required by the District or by State Law shall be at the District's expense.

**HARNEY COUNTY SCHOOL DISTRICT #3**  
**\*CLASSIFIED EMPLOYEE AGREEMENT**  
**ADDENDUM C - Salary Schedule 2020-2021**  
**Wage Schedule represents an increase of 3% over the 2019-20 schedule**

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 12	STEP 15	STEP 18	STEP 21	STEP 24
AP CLERK	14.23	14.61	14.98	15.38	15.79	16.20	16.62	17.04	17.49	17.95	18.41	18.90	19.39	19.90	20.42
OFFICE ASSISTANT	14.30	14.66	15.04	15.44	15.84	16.24	16.66	17.10	17.54	18.00	18.47	18.94	19.44	19.95	20.47
OFFICE MANAGER	15.31	15.72	16.13	16.56	16.98	17.42	17.87	18.36	18.82	19.32	19.82	20.32	20.84	21.39	21.96
PARAPROFESSIONAL	13.91	14.28	14.65	15.04	15.43	15.83	16.24	16.65	17.10	17.54	18.00	18.49	18.97	19.47	19.97
LIBRARY TECH	14.33	14.71	15.09	15.47	15.89	16.30	16.72	17.16	17.60	18.05	18.51	18.99	19.48	20.00	20.51
BUS DRIVER	15.16	15.55	15.95	16.38	16.80	17.23	17.68	18.14	18.60	19.09	19.58	20.09	20.61	21.15	21.69
CUSTODIAN	13.99	14.35	14.73	15.12	15.50	15.91	16.32	16.75	17.18	17.63	18.08	18.55	19.02	19.52	20.03
MAINT/GROUNDS	15.80	16.21	16.63	17.06	17.51	17.96	18.43	18.92	19.40	19.92	20.43	20.96	21.53	22.07	22.64
COOK	13.31	13.65	14.00	14.37	14.74	15.13	15.51	15.92	16.33	16.76	17.19	17.63	18.09	18.56	19.04
COOK ASSIST.	11.60	11.89	12.20	12.51	12.84	13.18	13.53	13.88	14.22	14.60	14.97	15.37	15.77	16.19	16.61
LUNCH CLERK	13.78	14.14	14.51	14.90	15.28	15.68	16.09	16.49	16.94	17.38	17.83	18.32	18.79	19.29	19.78
YOUTH TRANS I	18.34	18.81	19.31	19.82	20.33	20.86	21.40	21.97	22.54	23.13	23.72	24.34	24.98	25.63	26.29
COMPUTER TECH	21.22	21.76	22.32	22.89	23.48	24.07	24.70	25.32	25.97	26.64	27.32	28.02	28.74	29.47	30.23
PROGRAM COORDINATOR	14.24	14.61	14.98	15.38	15.79	16.20	16.61	17.04	17.48	17.95	18.42	18.91	19.38	19.90	20.42
ATTENDANCE ADVOCATE	14.24	14.61	14.98	15.38	15.79	16.20	16.61	17.04	17.48	17.95	18.42	18.91	19.38	19.90	20.42

A Bus Driver Trainer shall be compensated at Step 24 of the Bus Driver wage scale while performing trainer duties.

All physical examinations required by the District or by State Law shall be at the District's expense.

## Memorandum of Agreement – Association Dues

The Harney County School District No. 3 (hereinafter "District") and the Oregon School Employees Association Chapter No. 75 (hereinafter "Association") have met and discussed the language in Article 2 Section H as well as Article 7, Section A and have reached an agreement to change Article 2, Section H and Article 7, Section A, to read as follows.

### H. UNION SECURITY

Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues, fees, and/or assessments charged by the union. This authorization must be in writing and forwarded to the District Payroll Office. Authorizations for payroll deduction under this Article shall remain valid until revoked by the employee in writing, at which point the District will cease deducting Association dues, fees, and/or assessments from the employees.

The amounts deducted by the District shall be remitted, together with an itemized statement, to the Association by the first day of the month after such deductions are made.

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 hire date, job classifications, and work locations.

The Association agrees that it will indemnify, defend and hold the District harmless from all suits, actions, proceedings or claims against the District involving the application of this section of Article 2.

## ARTICLE 7 - PAYROLL/ DEDUCTIONS

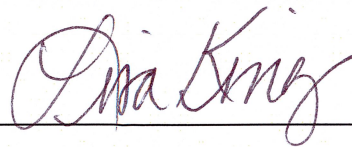
### A. Voluntary Salary Deductions

The District is required, upon request by an employee, to make authorized deductions and promptly transmit the money to organizations designated by the employee; these deductions shall be limited to the following:

1. Tax-sheltered annuities, limited to program capacity of computer
2. Per Article 2(H), Association monthly dues, fees, and/or assessments
3. Federal credit unions: Greater Oregon, Mid-Oregon
4. Local banks or lending institutions.
5. U.S. Savings Bonds
6. Medical Insurance



Monica McCanna  
Chapter President  
OSEA Association Ch. 75



Lisa King  
Chair of the Board  
Harney County School District #3