2018 – 2021

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMITY SCHOOL DISTRICT 4-J

AND

OREGON SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 144
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PREAMBLE – PARTIES TO THE AGREEMENT

This Collective Bargaining Agreement is made and entered into this ______________ day of ______________, 2018, by and between the Oregon School Employees Association Chapter #144 (known as “Union” or “OSAA”) and Amity School District 4-J (known as “Employer” or “District”).

FOR THE UNION

Garry Angus, President
OSAA Chapter 144

FOR THE DISTRICT

Ryan Jones, Chairman
Amity School Board of Directors

Jeff Clark, Superintendent
Amity School District 4-J
Article 1 - RECOGNITION

Section 1. This contract is between the Oregon School Employees Association (OSEA) on behalf of OSEA Chapter 144, herein referred to as the "Union" and Amity School District 4-J, herein referred to as the "Board", "Employer" or "District". The District recognizes the Union as the exclusive representative of the bargaining unit which contains all classified employees of Amity School District 4-J. Excluded from the bargaining unit are licensed teachers, confidential and supervisory employees as defined in ORS 243.650 and substitute or temporary employees. Also excluded are work experience students and those individuals who are hired as a result of contracted services.

Section 2. Definitions:

A. Substitute Employee: A person who replaces a regular employee who is absent from work because of sick leave, vacation leave, workers' compensation injury or other authorized absence.

B. Temporary Employee: A person hired in a temporary or limited term position. A temporary employee shall become a regular employee if continuously employed in the same job as a temporary employee for two years; a 1:1 aide shall be granted regular status if continuously employed in the same job for three years. This excludes positions funded by grant money.

If a temporary employee becomes a regular employee in the same job title through the manner stated above without a break in employment, the seniority date shall be designated as the original temporary hire date.

Section 3. The employer shall not enter into any agreements regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit for collective bargaining purposes.
Article 2 - GENERAL PROVISIONS

Section 1. Separability. In accordance with ORS 243.702, in the event any words or sections of the Collective Bargaining Agreement are declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or Constitutional amendment, or by the inability of the employer or the employees to perform to the terms of the Agreement, then upon request of either party the invalid words or sections of the Collective Bargaining Agreement shall be reopened for negotiation. The remainder of the contract’s provisions shall not be affected.

Section 2. Term of Agreement. This Agreement shall be effective as of July 1, 2012, and shall remain in full force and effect until its expiration on June 30, 2015. If either party desires to negotiate a successor to this Agreement, written notice must be given to the other party no later than the last day of December, 2014. Should neither party give such notice by the last day of December, 2014, this Agreement shall be automatically renewed for a period not to exceed one (1) year.

Section 3. Entire Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and express all obligations of, and restrictions imposed upon, the District and the Union. The Agreement is subject to amendment, alterations, or additions only by a subsequent written agreement between and executed by the District and the Union. A waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

Section 4. Waiver. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other may not be obligated to bargain collectively with respect to any subject or matter that was bargained over during the negotiations leading up to this Agreement.
Article 3 - MANAGEMENT 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 the Constitution of the State of Oregon, such powers, rights, authority, duties and responsibilities shall include but are not limited to:

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

B. The hiring of all employees and, subject to the provision of the law and this Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or promotion and transferring all employees.

C. The District maintains the right to sub-contract with other individuals or agencies to provide services to the District provided there will be no subcontracting of current bargaining unit work which would result in a reduction of the normal hours of work of current employees. This in no way prevents the District from re-assigning job responsibilities of employees. The use of volunteers to provide bargaining unit service is not subcontracting.

D. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by specific terms of this agreement and then only to the extent that such specific terms are in conformance with the Constitution and laws of the State of Oregon.

E. The Board retains all functions and rights to act not specifically nullified by this Agreement.

F. The District retains the right to use volunteers where possible to assist in both educational and extracurricular activities.
Article 4 - FUNDING

Section 1. The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement depends upon availability of funds from State and local revenue sources.

Section 2. Should the District require bargaining during normal business hours release time to cover all bargaining sessions with the District will be granted to the Union’s bargaining team members without loss of pay to a maximum of twenty-four (24) hours total team time. The District may unilaterally elect to exceed the maximum twenty-four (24) hour total team time limitation without the loss of pay for bargaining unit negotiating team members.

Section 3. This Agreement does not guarantee any level of employment. Additionally, if the District closes one (1) or more schools for any reason, no affected member of the bargaining unit shall be entitled to any of the monetary benefits provided in this agreement while the schools are closed. At the option of the employer, classified salary agreements may be modified to reflect such closure; including any holidays, conference, professional, or in-service days occurring during such closure.
Article 5 - UNION RIGHTS

Section 1. Upon written request and approval, school facilities may be used by the Union to conduct meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations. The District shall not incur any additional expenses for the Union's use of District facilities. The facilities, including phones, may not be used for political purposes for supporting campaigns, ballot measures, or other efforts that are in violation of State laws regarding political activities by public employees.

Section 2. The Union may post material relating to Union business on faculty room bulletin boards.

Section 3. The Union may, with prior District approval, duplicate Union materials for a fee as established by the District on District duplicating equipment.

Section 4. Personal information regarding Union members shall not be released by the District unless requested in writing by the employee, the Union, the State Department of Education, the District insurance carrier or as required by law. Personal information as referred to in this Section is identified as the Social Security number, home address, and home phone.

Section 5. Union members shall be given a notice of reasonable assurance of continued employment by the District in accordance with the provision of ORS 332.554. The OSEA Union President will be notified of all new hires to the District.

Section 6. The Union may utilize the District's computer (including electronic communications) systems. However, the Union recognizes that the district reserves the right to access and disclose, as it deems appropriate, all information and data contained on the District's computers (including electronic communications) and that all such information and data may be construed to be a matter of public record. The Union further recognizes, and shall inform its members, that use of the District's computer (including electronic communications) systems by District employees, whether for Union business or other non-work related use, is restricted to non-work hours (e.g., before and after work, breaks, meal period). The Union agrees to abide by the District's policies and procedures regarding computer usage, including electronic communications.

Section 7. OSEA Time Release Leave. Upon a request from the Union's Executive Director or his/her designee and subject to the operating needs of the District, the Superintendent or his/her designee may approve OSEA Time Release Leave for designated bargaining unit members. An employee on District- and OSEA-approved OSEA Time Release Leave shall suffer no loss in wages, benefits, or other rights during the duration of such leave and the costs of the employee's wages and benefits during the duration of such leave shall be reimbursed to the District by the Union within thirty (30) days of receipt of a District billing for such costs. A request for such leave shall include an estimate of the duration of the leave.
Article 6 - NO STRIKE/NO LOCKOUT

Section 1. The Union and members of the bargaining unit, will not strike or conduct work stoppage during the life of the contract. The Union recognizes and agrees that disciplinary action, including discharge may be taken by the District, at its discretion, against any employee or employees engaged in a violation of the provisions of this Article.

Section 2. In the event of an illegal strike or other prohibited work action in any form, as herein above set forth either on the basis of individual choice or collective employee conduct, the Union will make every effort, including public appeals to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to such work action or by whether such subject matter is or is not subject to the grievance procedure set forth in this Agreement.

Section 3. Classified employees shall not be locked out, or suffer any loss of pay or benefits as a result of labor disputes arising between the District and any other group of employees as long as school is in session and provided that said employees are in compliance with the terms of this Agreement. Classified employees may be laid off in the event of lack of work occasioned by a labor dispute with the teacher group.
Article 7 - DUES AND FAIR SHARE

Section 1. Dues. The District upon written request of a Union member agrees to deduct from the wages of said Union member the specified dues of the Union. Authorization shall be in writing by each employee on the form provided by the Union to the District.

Section 2. Fair Share. The parties agree to a fair share agreement, and in accordance with such it is understood that each employee who is not a member of the Union shall be liable to contribute to the Union as representation costs, an amount equivalent to the dues paid by the Union members. The District agrees to deduct an amount equal to the required monthly dues paid by members of the Union from the compensation of each of said employees so covered by this Agreement.

Section 3. Any individual employee who objects to payment of dues or in lieu of dues based on a bona fide religious tenet or teaching of a church of religious body of which such employee is a member shall have rights in accordance with ORS 243.666(1). Such an employee may pay the equivalent of Union dues to the Amity School District Foundation or another nonreligious charity or charitable organization mutually agreed upon by the employee and the Union. Proof of such payment may be required from time to time as deemed appropriate by the Union and/or District.

Section 4. The District agrees to transmit the dues deducted with a check-off list to the state office of the Oregon School Employees Association by the fifteenth (15th) of the month following payroll deductions.

Section 5. The Union agrees to hold the District harmless and will pay to defend the District against any and all claims, suits, orders, judgments or other complaints filed against the District as a result of the provisions of this Article.
Article 8 - GRIEVANCE PROCEDURE

The Board of Directors of Amity School District 4-J and OSEA recognize the need to provide for the orderly resolution of any grievance. Any bargaining unit member shall have access to the grievance procedures.

Section 1. Definitions.

A. "Grievance" is a claim by an employee that there has been a violation of any provisions of this Agreement.

B. "Grievant" is the person who has the grievance and is presenting the complaint.

C. "Party in interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.

D. "Representative" is the one who may speak for and/or advise a party in interest.

E. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibility over the grievant in the area of grievance as determined by the District.

F. "Days," when used in this Article, shall, except where otherwise indicated, mean the days the District is open for business.

Section 2. General Procedures.

A. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits contained herein can be extended by written mutual consent of the parties involved at any level of the procedure.

B. All parties should attempt to complete the procedure by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period of the following year.

C. Every reasonable effort should be made to resolve differences through informal activities before formal procedures are used.

D. Written records of formal activities between parties will be made by the District and copies made available to all parties involved.
E. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures. No grievance may proceed beyond Level Three without the specific approval of the Union.

F. Each grievance shall have to be initiated within fifteen (15) days after the occurrence of the cause of the complaint; however, if the aggrieved could not have reasonably become aware of the occurrence until a later date, then he/she must initiate action within fifteen (15) days following his/her first knowledge of the cause. In failing to initiate this action, he/she may be considered to have no reasonable grievance.

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

H. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in the school, will contact the supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.

I. There shall be no interruption of classroom and/or any other school sponsored activities as a result of the investigation of a grievance.

J. Every reasonable effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

K. All parties in interest will process grievances after the regular work day or at other times which do not interfere with assigned duties.

L. All documents, communications and records of a grievance will be filed in the District office separate from personnel files. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the District to take action, subject, however, to the final decision regarding the grievance.

Section 3. Levels of Grievance

INFORMAL LEVEL

Before the grievance is handled on a formal basis, the grievant will discuss his/her grievance with his/her supervisor either individually or accompanied by a representative, with the objective of resolving the matter informally. If the grievant is not satisfied with the disposition of his/her grievance within ten days he/she may proceed through the various levels of grievance. By mutual agreement of both the Union and the District, the parties may agree to proceed to any level of the grievance process that is applicable.
LEVEL ONE - PRINCIPAL

The grievant may file a written grievance with his principal. The written grievance shall include the date the grievance is to have occurred, a synopsis of the facts giving rise to the alleged grievance, specific provisions of the contract which have allegedly been violated, and the requested remedy. It shall also include a statement of why the grievant considers the decision rendered during the informal discussions as unacceptable. The principal shall communicate his decision in writing within five (5) days to the grievant.

Within ten (10) days of the receipt of the decision rendered by the principal, or if no written decision has been rendered within the required time, the grievant, if he/she is not satisfied with the decision of the principal, may appeal in writing to the Superintendent.

LEVEL TWO - SUPERINTENDENT

Appeals to the Superintendent shall be heard by him within fifteen (15) days of his receipt of the appeal. Written notice of the time and place of the hearing shall be given ten (10) days prior thereto to the grievant and any other persons officially involved in the grievance.

Attendance at the hearing of the appeal shall be restricted to parties in interest and their representatives. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

At the hearing before the Superintendent, the Superintendent will afford the grievant and grievant's representative the full opportunity to present any arguments and information deemed relevant to the grievance.

Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant and the grievant's representative his written decision, which shall include supporting reasons.

If the grievant is not satisfied with the decisions of the Superintendent, or if no written decision has been rendered within the required time, he/she may file a written appeal with the Superintendent within ten (10) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Three, School Board.

LEVEL THREE - SCHOOL BOARD

Within ten (10) days of the receipt of the appeal, the School Board will notify all parties in interest and their representatives of a hearing to be held within thirty (30) days of the receipt of the appeal. The School Board shall hear arguments of the Superintendent and the grievant in executive session unless the grievant requests a public hearing. This provision is subject to the public meetings law.
At the hearing before the school board, the school board will afford the grievant and grievant’s representative the full opportunity to present any arguments and information deemed relevant to the grievance.

Within ten (10) days following the hearing, the School Board shall render a decision in writing to all parties in interest and their representatives.

If the grievant is not satisfied with the decision of the School Board, or if no written decision has been rendered within the required time, he/she may submit written notice to the Union within ten (10) days from the receipt of the Board’s decision stating his/her desire to appeal the grievance to Level Four - Employment Relations Board.

LEVEL FOUR - EMPLOYMENT RELATIONS BOARD

After receipt of the request from the aggrieved party, if the Union so determines, it may submit the grievance to the Employment Relations Board within twenty (20) days of the School Board’s decision.
Article 9 - LAYOFF AND RECALL

Section 1. Layoff.

A. Layoff shall be defined as the elimination of a classified employee position or a reduction of two (2) or more hours of an employee's daily work schedule or any reduction which results in the employee's loss of eligibility to participate in the insurance program as defined in Article 17 of this Agreement. A layoff does not occur and this provision does not apply if an employee voluntarily requests a reduction of hours.

B. The District will determine when layoffs are necessary and which positions will be affected. When the District determines a layoff is necessary, it will discuss that matter at a regular or special meeting of the Board and will consider such factors and alternatives it deems necessary to arrive at a decision. The notice shall be in writing and will include the specific positions affected, the proposed time frames of the layoff, and the reasons for the proposed action. The notice will be sent to the affected employee(s) with a copy to the Union. The Union shall be provided the opportunity to comment on any proposed layoff and to present any alternatives to layoffs in writing or at the Board meeting prior to the Board's final action.

Nothing in this policy is intended to interfere with the right of the District to discharge a classified employee in a manner consistent with Article 13 of this Agreement.

C. In the event the District, in its discretion, determines that a layoff is necessary, the District will first identify positions within classifications to be eliminated or reduced.

1. After such determination, the District will make a reasonable effort to transfer employees to other vacant positions for which they are qualified as determined by the District.

2. When a layoff is determined to be necessary, the District shall notify the Union and the affected employee(s) at least fifteen (15) days in advance of the layoff.

D. Layoffs will be conducted based on seniority unless the District determines a less senior employee has greater skills and abilities in the classification or possess a specialized skill or that loss of the employee would have a negative impact on student learning.

E. Laid-off employees shall not receive any salary, benefits, or accrue District seniority while laid off; however, the affected employee(s) may pursuant to applicable law and/or with carrier approval, continue to participate in the District's Benefit Plan at their own expense.

F. Seniority shall mean continuous service for the District as a regular employee since the first day of actual paid service. Seniority shall continue to accrue during paid leaves. The first day of actual paid service to the district does not include extra-duty positions or time paid as a substitute.
Seniority shall not accrue during unpaid leaves of absence in excess of 30 days, but authorized unpaid leaves of absence shall not be considered to break continuity of employment. Unpaid leaves of 30 days or less will be treated the same as paid leaves and only unpaid leaves in excess of 30 days will be subtracted from the accumulation of seniority. In case two or more employees have the same date of employment with the district, the tie shall be broken by a drawing of lots by the OSEA Chapter 144 President or his/her designee and the Superintendent or his/her designee.

G. For purposes of this Article, “classification” shall be defined as each distinct job title as noted in the Salary Schedule appended to this Agreement.

Section 2. Recall.

A. An employee who was laid off shall have the right of recall thereunder for twenty-seven (27) months after the last date of layoff by the District. Any employee not recalled within twenty seven (27) months of layoff will be deemed to have resigned from District employment. If a vacancy occurs within the District for which a laid off employee is qualified, the recall procedure outlined in this Section will be followed. For the purposes of this section, a vacancy does not exist until current bargaining unit members have an opportunity to apply for an internal transfer. Internal transfer requests will be considered prior to implementation of the recall procedures.

B. Whenever the District determines that a vacancy exists within a classification which has experienced a layoff (within the last twenty-seven (27) months), laid off employees from that classification will be recalled in reverse order of layoff (i.e., employees with greater seniority shall normally be recalled first). However, the District may recall employees out of reverse order of layoff if the District wishes to recall a less senior employee on the basis of that employee’s special skills, abilities, or qualifications. In such cases, the District shall have the burden of proof for such action.

C. At the time of layoff, the District shall provide for laid off employees to express in writing a desire to return to the District. The District shall also receive the employee's address for recall notification. In the event of a recall, the District shall notify the employee who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the employee to the District Office. The employee will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The employee must hereafter report on the starting date specified by the District providing that this will not be less than fourteen (14) days from the date the notice of recall was received, or lose all recall rights. It is the responsibility of the employee to keep the District office informed of any changes in the employee’s mailing address.

D. In the event that an employee on the recall list within a classification does not respond to the recall notice within the given timelines, the next employee on the recall list within that classification will be notified of the vacancy list. If no one from the recall list accepts the recall, the vacancy will be posted.
E. Any classified employee who has been laid off by the District and is still eligible for recall may apply for any classified vacancy without the loss of recall rights to the original position. If hired into a new position, the employee has the responsibility to notify the District of their desire to be recalled for the original position when a vacancy occurs within that classification.

F. Unused accumulated sick leave and seniority accrued prior to layoff will be restored to the employee upon the employee's recall to active employment. The employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's District experience. Employee benefits, including longevity credit for steps, do not accrue during the time of layoff. Laid off employees who are hired into another classification while in layoff status shall be paid the hourly rate for that classification.

G. Employees covered by this Article will have the option to continue insurance programs at their own expense subject to applicable law and/or the rules, regulations and approval of the insurance carrier.

H. Any employee who does not accept a recall will lose all further recall rights and will be deemed to have resigned from the District employment. An employee who does not accept recall to a position that does not pay at least eighty-five percent (85%) of the employee's pre-layoff salary shall not be deemed to have refused recall and shall continue to have recall rights pursuant to this Article.

Section 3. Grievances Concerning Layoff Procedures. An appeal from a decision on layoff or recall under this section may be made direct to level three of the Grievance Procedure. Such an appeal will be based only on whether or not the District followed the agreed upon procedure, not on the decision to conduct a reduction in force and a subsequent layoff.
Article 10 – LEAVE

Section 1. Paid Leaves.

A. Sick Leave. In accordance with ORS 332.507, ten (10) days of sick leave will be granted to each full time employee for each school year or one day for each month employed, whichever is greater. Employees working less than full time shall receive sick leave on a pro-rated basis. Sick leave may be used by the employee for the employee’s illness, injury, or other medical matters. The District shall follow all provisions of state law as it pertains to sick leave (ORS 187.010, ORS 336.010).

B. Sick Leave Bank.

1. The purpose of the sick leave bank shall be to extend to those members additional sick leave days should an illness or injury cause a member to exhaust his/her accumulated sick leave and personal days. Sick leave from the bank will only be granted to a member of the bank for their own personal illness or injury. Family illness or injury will not be covered by the sick bank leave.

2. At the beginning of each school year, any classified employee with at least two full years of employment with the District, may join the sick leave bank by contributing eight (8) hours of sick leave. A sick leave bank member initially donates eight (8) hours to the bank. He/she has the option of continuing membership each year thereafter without further contributions unless the number of hours falls below four (4) hours per member of the bank. If this occurs, an equal number of hours from each member shall be taken from their sick leave to bring the bank to an established minimum of eight (8) hours per member. Such contributions are irrevocable. Only members of the bank may apply for days from the bank.

3. Upon depleting personal sick leave, and all personal leave days, a member; not drawing Workman’s Compensation, may request and will be granted up to five (5) days from the bank. The committee shall grant the request if (1.) District records show that the member has exhausted his/her sick leave and all personal days, (2.) the member is a contributing member to the sick leave bank, and (3.) The member is not drawing Workman’s Compensation. Upon depletion of the five (5) days, if more days are needed, the member may submit a request in a timely manner, for up to ten (10) additional days from the bank. Sick bank leave will be awarded in ten (10) day increments. A governing committee composed of the OSEA Chapter 144 Officers will act immediately on the request. Approval will require an agreement among this committee.

4. If the request is approved, the committee shall notify the District office and resulting days will be charged to the bank until the member returns to work or has used the approved number of days from the bank. A member may request approval of up to thirty-five (35) days each school year from the sick leave bank. In cases of extreme illness or injury, the governing committee may immediately award the additional thirty (30) days in one
increment. In a given school year, no member will be awarded more than 35 days from the sick leave bank. Once the thirty-five (35) days from the sick leave bank have been exhausted, additional days of absence will be taken as unpaid leave.

C. **Personal Leave.** Two (2) days, based on scheduled calendar work days, of Personal Leave with pay will be allowed (non-accumulative) for the following reasons: to take care of legal matters, illness of a family member or to transact business which cannot be transacted any other time. Additionally, under special circumstances the Superintendent may authorize personal leave for other reasons. Notice to the staff member’s building principal for Personal Leave shall be made at least 24 hours before taking such leave, except in cases of emergency. An employee shall not be required to give a reason for the personal leave request; (except if such leave precedes or follows a holiday, vacation, or break). The employee is certifying that Personal Leave is being taken in accordance with this paragraph. Employees working one-half time or more, but less than full time, shall receive personal leave on a prorated basis according to F.T.E. Employees working less than one-half time are not entitled to Personal Leave.

Up to two (2) days pay at the established rate* will be paid to any staff member for any Personal Leave day(s) not used during a contract year. This amount shall be included in the staff member’s last salary check for the year.

*Established Rate:
One unused day 50% of the employee’s daily pay rate
Two unused days 75% of the employee’s daily pay rate

Personal Leave must be used in half or full day increments.

D. **Bereavement Leave.** Upon the death of an immediate family member, the staff member shall be entitled to three (3) days of bereavement leave per occurrence. Immediate family includes spouse, children (including step, foster, and adopted), parents, grandparents, grand children, brother, sister, brother-in-law or sister-in-law, mother-in-law or father-in-law, stepmother or stepfather, stepbrother or stepsister. A maximum of one day per year of the three (3) days shall be available for use as bereavement leave for relationships other than those listed. Additional non-paid days may be granted by the Superintendent on an individual basis.

E. **Jury Duty Leave.** An employee shall be granted leave with pay for service upon a jury; provided, however, that the compensation paid to such employee for the period of leave shall be reduced by the amount of compensation received by the employee for such jury duty, excepting that amount received for expenses, and upon being excused from jury service during any day, an employee shall immediately return to complete his assignment for the remainder of his workday.
No classified employee shall be required to work a combination of jury duty leave hours and working hours, within any given day that exceeds the length of their normal work shift.

F. Witness/Appearance Leave. Whenever an employee is subpoenaed as a witness, he/she shall be excused for such appearance and upon being excused from such appearance, he/she shall immediately return to complete his/her assignment for the remainder of the regular workday.

Witness/Appearance Leave will not be paid if the employee or the OSEA is a complainant against the District. Witness/Appearance Leave also will not be paid when the employee is a plaintiff or defendant, except when the appearance is employment related. Compensation paid to such employee shall be reduced by an equal amount to any compensation the employee received as witness fees, excepting that amount received for expenses.

Section 2. Unpaid Leaves.

A. Family and Medical Leave Act. The District acknowledges its obligations under both the Federal and State laws. Both parties agree that Federal and State laws supersedes contract language and is not grievable. The only exception to unpaid Family and Medical Leave Act is that required by Federal or State law.

Section 3. Other Leaves.

A. Professional Leave. Leave with or without pay may be granted by the District for attending conferences or for other purposes related to the employee's assignments, when prior approval is received from the Superintendent or his designee.

If attendance is required by the District, it shall be with full pay and reimbursement for expenses approved by the Superintendent or his designee in accordance with the provisions of this agreement. If attendance is on non-contract time and the employee desires to attend a conference (not required by the District) then the employee will not be paid their hourly salary to attend the professional development activity. Reimbursable expenses approved by the Superintendent or his designee may still be reimbursed by the District.
Article 11 - WORKING CONDITIONS

Section 1. Rest Period. Classified employees working four (4) hours, or more shall receive a fifteen (15) minute rest period, without loss of pay for each four (4) hours worked. This rest period shall be scheduled as near as possible to the midpoint of the four (4) hour blocks of time according to administrative scheduling.

Section 2. Lunch/Dinner Period. Classified employees will be allowed a thirty (30) minute paid lunch/dinner break if it falls within their scheduled employment time for employees working six (6) hours or more. In the event that an employee is required to work eleven (11) hours or more in a day, the District shall provide an additional thirty (30) minute meal break. If there are two or more persons involved, they will relieve each other. If only one person is involved, an additional thirty (30) minutes pay will be awarded beyond their actual time worked, if unable to take the lunch/dinner break. This additional time must be claimed in the current pay period.

Section 3. Work Schedules. The administrative staff shall determine the days of the week and hours of the day an employee is to work for the District.

Section 4. Work Week. The work week shall be defined as seven (7) consecutive days beginning on Sunday at 12:01 a.m.

Section 5. Inclement Weather Closure. Employee attendance shall not be required when students are excused because of inclement weather or in other cases of school closure as determined by the Superintendent. However, during inclement weather it may be necessary for custodial/maintenance staff members to report to their assigned building even though other employees are not required to report to work. In the event of hazardous conditions where it is unsafe to travel to school, the custodial/maintenance employee shall notify the building principal of their delay or absence. The building principal will attempt to make other arrangements to insure the building is properly maintained. If school is canceled by the Superintendent, employees will receive regular scheduled pay and if the day is made up, employees will not receive additional compensation.

Section 6. Paraprofessional Educators

A. Condition of employment. Paraprofessional Educators (formerly known as Instructional Assistant II) hired prior to January 8, 2002, shall have up to four (4) years and those hired, including those transferred, to a new position that falls within the requirements of the “No Child Left Behind Act” after January 8, 2002, shall have up to three (3) years to:

1. Complete at least two (2) years of study at an institution of higher education;
2. Obtain an Associates (or higher) degree; or
3. Meet a rigorous standard of quality and can demonstrate through a formal State or local academic assessment:
a. Knowledge of and the ability to assist in instructing, reading, writing, and mathematics; or,

b. Knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

Failure to complete the requirements noted herein will result in the termination of employment in good standing on the aforementioned applicable implementation date unless the employee is qualified to assume a vacant position in another classification.

B. Effective July 1, 2004, the classification of Paraprofessional Educator shall be divided into two (2) classifications, Paraprofessional Educator I and Paraprofessional Educator II. The classification of Paraprofessional Educator I shall be paid at the rate then current for the classification of Paraprofessional Educator I. The classification of Paraprofessional Educator II shall be paid at the same salary range as a Secretary II. In order to be classified as a Paraprofessional II, the employee must have obtained an Associates (or higher) degree.

Section 7. Reclassification.
If an employee believes that the duties he or she is performing on a permanent basis are more closely aligned with a higher classification, they may request in writing for their supervisor to review their classification. All such requests shall be made prior to February 1. The request shall detail which duties are in question. The supervisor shall review those duties and make a determination within 20 days.

If approved the employee shall be moved to the higher rate of pay, effective during the next pay period following the determination.

If a reclassification is not approved, an employee may appeal to the superintendent. The superintendent shall make a determination within 20 days of the appeal.
Article 12—PROBATIONARY PERIOD AND VACANCIES

Section 1. Initial Probationary Period. Employees newly hired by the District shall serve a six- (6-) month probationary period. During this period the District may terminate, transfer or otherwise modify the probationary employee’s work assignment for reasons deemed sufficient by the District. At the end of the six- (6-) month period, the employee may be made regular classified employee, terminated, or extended on probation for a specified period of time. Employees who are terminated during this probationary period, or the specified extended period, shall not be covered by Article 8, Grievance Procedure. A probationary employee who happens to be transferred pursuant to this Section does not accrue regular employee status and would be required to serve an additional six- (6-) month probationary period within the new classification. During this period, these transferred employees may be returned to his/her former position as determined by the District, at the previous negotiated salary for the former position. Probationary employees also have no expectation of continued employment beyond the probationary period and do not have a property interest in the job.

Section 2. Probation on Transfer. Regular District employees who transfer within the District shall serve a four (4) month probationary period. During this period, these transferred employees may be returned to their former classification/position, as determined solely by the District, at the previous negotiated salary for the former position. These transferred employees are regular classified employees and are covered by the Articles of this Agreement.

Section 3. Vacancies. The District shall make available to the Union a list of job openings in the bargaining unit. The job opening list shall be available in accordance with School District Policy.

Section 4. Posting. Job openings will be posted in the District office and in buildings where classified employees would normally have an opportunity to see them. Employees who provide the District Office with self-addressed stamped envelopes shall have job announcements mailed to them by the District Office during summer recess.

Section 5. Application. When a vacancy occurs within the District in the bargaining unit, any classified employee may apply for the open position. Employees from within the District will be granted an interview if qualified for the position.
Article 13 - DISCIPLINE AND DISCHARGE

Section 1. No member of the bargaining unit who has completed their probationary period will be disciplined without due process. Due process for the purposes of this Article is defined as:

A. The employee will be told the charges and given the information forming the basis for such action.

B. The employee will have the opportunity to respond to the charges.

C. The employee will have an opportunity to discuss the matter with his/her supervisor.

D. The charges and employee response may be reduced to writing and, upon request, the employee shall be allowed to meet informally with the Board to discuss the reasons for such action(s). The employee will have the opportunity to include a statement in his/her personnel file.

Section 2. Discipline is defined as written reprimands, suspension without pay, and dismissal. Adverse evaluations and verbal reprimands are not a form of discipline and are specifically excluded from this Article.

Section 3. Promotional Probation

A promoted bargaining unit member who is returned to the previously held position by the District within the four- (4) month promotional probationary period shall not be deemed to have been disciplined.
Article 14 - VACATION

Full time employees, forty (40) hours per week, twelve (12) months per year, and two hundred sixty-(260-) day employees working at least 30 hours per week shall accrue pro-rated vacation, in accordance with the following schedule:

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Twelve (12) month employees who have worked less than one year, but at least six (6) months shall be given a five (5) working day vacation.

Employees may request vacation at any time during the life of this Agreement. Approval may be granted at the discretion of the building administrator, however when possible vacation will be taken during the summer months.

When a holiday observed by the District falls on a work day during an employee's vacation, the vacation shall be extended accordingly.

Vacation time shall be granted as outlined above and compensated at that employee's rate of pay.
Article 15 - HOLIDAYS

Section 1. Paid holidays for employees in the bargaining unit shall be:

- Memorial Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- President's Day

Section 2. Full time employees who work twelve (12) months and are scheduled to work at these periods shall receive the following additional paid holidays:

- Independence Day
- Day after Thanksgiving
- December 24
Article 16 - EMPLOYEE REIMBURSEMENT

Section 1. Prior administrative approval is required regarding all travel, meals, lodging, registration and tuition expenses. In addition, site council approval may be required prior to attendance at any conference or workshop for classified members of the bargaining unit.

Section 2. Travel. The District will reimburse mileage at the current Federal rate.

Section 3. Meals

$7.50 - Breakfast
$10.00 - Lunch
$12.50 - Dinner

Section 4. Lodging. $100.00 per day or full amount if approved by the Superintendent.

Section 5. Improvement of Skills.

A. Tuition reimbursement for professional development classes may be approved by the Superintendent. The intent of professional development is to assist employees in improving student learning and to meet the criteria outlined in P.L. 107-110, "Leave No Child Behind Act" and for skill development in other areas as determined by the District. The reimbursement shall not exceed the actual tuition paid by the staff member and does not include compensation for time outside the normal work hours. Up to four hundred fifty ($450) of tuition reimbursement per year will be allowed for each full time employee. Tuition reimbursement shall be paid in lieu of compensation for time outside the normal work hours. Books or incidental fees for such courses are not reimbursable.

B. In order to be eligible for reimbursement, courses shall be approved by the Superintendent and successfully completed with passing grades of an "A," "B," "C," or pass grade.

C. The District will not provide tuition reimbursement for classes which are covered by other sources, such as scholarships, grants, fellowships, etc.

D. The District will provide a tuition reimbursement form outlining procedures for application by the employee. An official grade slip and receipt of payment shall be attached to the form.

E. Bargaining unit members choosing not to return to the District in September will not receive reimbursement for courses taken during the previous summer.
Article 17 - INSURANCE BENEFITS

Section 1. See Memorandum of Agreement for details regarding insurance compensation and plan eligibility.

All bargaining unit members hired prior to the implementation of the four (4) day school week shall be grandfathered in at the benefit level in place at that time per employee. Employees hired after that date and regularly scheduled to work twenty (20) hours or more per week, but less than regularly scheduled forty (40) hours per week shall receive prorated insurance benefits. Employees working less than twenty (20) hours per week are not entitled to insurance benefits. Temporary employees and substitutes are not entitled to insurance benefits.

Section 2. In the event the amount paid by the District for the purchase of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction.

Section 3. The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.

Section 4. The annual insurance contract year as contemplated by this Agreement shall run from October 1 to September 30 of the following calendar year. Employees newly hired by the Board shall be eligible for District-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

Section 5. Employees working less than a full school year shall have benefits terminated on the first day of the month following termination of employment. Employees who complete their salary agreement obligations for the full school year shall have benefits terminated on September 30. Employees may elect to continue insurance coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 at their own expense.

Section 6. The benefit programs identified herein shall be provided only in accordance with the Underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policy holder.

Section 7. The District does not guarantee against unilateral changes in benefits initiated solely by the Oregon Educators Benefit Board. If such policy or program changes are made, the District will notify the Union and will consult with the Union if requested.

Section 8. In spite of any statements in this Agreement to the contrary, nothing shall change the interpretations, meaning, or intent of the provisions of the insurance contracts between the Board and the insurance carrier.
Section 9. At the call of either party the District and the Association agree to form a committee for the purpose of reviewing policies offered by the OEBB. The Board of Directors reserves the right to make the final selection regarding the medical and dental insurance policies that are to be offered by the Amity School District. If a change of carriers is being considered, the Board will notify the Union and will consult with the Union if requested within ten (10) calendar days of notification.

Section 10. In accordance with ORS 243.712, the District’s obligation during any hiatus period status quo obligation regarding insurance shall be limited to the amount of insurance premium paid in the last year of this Agreement.
Article 18 - EMPLOYEE COMPENSATION

Section 1. The salary schedule for classified employees is attached to this Agreement as Appendix A and by this reference incorporated herein for the first year of this agreement.

Section 2. On July 1, 2018, the Salary Schedule shall be indexed at 2% (based on the 2017-2018 salary schedule)

On July 1, 2019, the Salary Schedule shall increase by 1.5%
On July 1, 2020, the Salary Schedule shall increase by 1.5%

Section 3. Effective January 1, 2003, the District shall "pick up" and pay the employee contribution not to exceed six percent (6%) to the Public Employee Retirement System.

Section 4. Steps.

A. Current District classified employees who are granted a promotion to a new classification position shall serve a four (4) month probationary period at the first step on their new salary range that is more than their previous rate of pay and shall advance from step to step thereafter as indicated in the salary schedule. At the end of this four (4) month probationary period, the employee shall be considered a regular employee.

B. All classified employees that have successfully completed their probationary period shall have their anniversary date, for salary step placement purposes only, established as July 1st for employees hired before January 1st for the school year which follows their year of hire. Those hired after January 1st will have their anniversary date, for salary placement purposes only, established as July 1st of the subsequent year.

Section 5. Annually the employee shall move step to step up the salary range for his/her classification until the employee reaches the top step of the range. A step advancement will not be given to an employee receiving an unsatisfactory evaluation. In the event a written evaluation is not completed, the District will consider it to be a satisfactory year. The effective date for each year’s step movement shall be July 1. The District retains the right to determine step placement for any new or former employees not laid off in accordance with Article 9.

Section 6. An employee involuntarily transferred to a lower classification shall be paid at the same rate of compensation as he/she received in the higher classification until the scheduled rate compensation for the employee’s lower classification equals or exceeds the employee’s rate then received. The employee will thereafter receive the compensation prescribed for his/her lower classification according to the provisions of this Agreement.

Section 7. The Board reserves the right to determine placement on the salary schedule, based upon experience. Step increments or merit increases shall not be granted in any status quo period except by mutual agreement of the parties.
Section 8. In the event a member of the classified bargaining unit is absent from their assigned duties and it is determined solely by the District that a member of the current bargaining unit is needed to cover the position, then the following shall apply:

A. Bargaining unit members assigned by the District as a substitute for more than ten (10) consecutive school days in any one assignment for the same employee shall be considered as assigned out of classification.

1. If the absent employee is in a higher paying classification and the temporary employee is expected to assume the duties and responsibilities of the absent employee, then the temporary employee shall be entitled to the rate of pay on the new scale that reflects a pay increase.

2. No bargaining unit member shall suffer a reduction in his/her hourly rate because of the District’s assignment to the temporary position.

3. The District reserves the right to determine actual temporary placement on the salary schedule.

4. Upon beginning the eleventh (11th) consecutive school day of assignment for the same employee, the higher range of pay shall become effective and shall be retroactive to the first day of assignment.

B. Nothing in this provision limits the District from hiring substitute employees outside the bargaining unit, temporary employees or utilizing volunteers to cover positions of absent employees.

Section 9. Employees who voluntarily resign their positions with the District will be paid their final check in accordance with ORS 652.140.

Section 10. Overtime

A. Generally. The regular work schedule for full-time employees will be forty (40) hours per week. Overtime shall be those hours in excess of forty (40) hours per week. Vacation time, sick leave and holidays shall not be counted towards the maximum forty (40) hours per week requirement to provide overtime. Compensatory time sheets will be required on each classified employee. Overtime will be recorded on the time sheet indicating the reason for the additional hours. Overtime should only be accumulated due to emergency conditions or at administrative request.

In the event, the District requires an employee to return on a non-scheduled day, the employee will be compensated at one and one-half (1½) times his/her hourly wage.
Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work. The overtime rate shall be one and one-half (1 1/2) times the employee's regular hourly rate.

B. Compensatory Time.

1. Classified employees will be allowed to accumulate compensatory time at time and a half rate for overtime up to a maximum of two hundred forty (240) hours (one hundred sixty (160) hours of straight time) in any one fiscal year. All compensatory time will need to be taken prior to the end of the fiscal year on June 30th and is not to be carried forward into the next fiscal year. Pay may be granted instead of compensatory time at the discretion of the Superintendent based upon the availability of budgeted funds, allow accumulated compensatory time to be carried forward into the next fiscal year, or a combination of both.

2. If an employee of a District has accrued compensatory time and requests use of that time, the District will permit such use within a reasonable period after receiving the request if use of the compensatory time does not unduly disrupt the operations of the District. Custodial personnel are encouraged to take compensatory time off during school vacation periods or the summer. In addition, all personnel are encouraged to use compensatory time prior to utilization of personal leave time.

3. Upon retirement or termination, payment for accrued compensatory time must be at the straight time rate earned by the employee at the time the employee receives the payment. If payment is received upon termination of employment, then the unused compensatory time must be compensated at a straight time rate equal to the employee's average regular rate within the prior three years, or the final regular rate, whichever is higher.

Section 12. Call Back. When requested to show up on unscheduled hours, employees shall be compensated at one and one-half (1 1/2) times their hourly wages, for a minimum of one hour or equal comp time.

Section 13. Longevity. Classified employees who have worked for Amity School District for 20 years or more, regardless of step or classification, shall receive an annual $750 stipend at the time of the school year’s final check. If a qualifying employee leaves the district prior to the end of the school year, their stipend shall be pro-rated for that year.
Article 19 - TRANSPORTATION PERSONNEL

1. The District may, at its own discretion, employ bus drivers to operate district owned school buses. The District will only pay for the operation of school buses for home to school transportation or other trips requiring an Oregon School Bus Drivers License as issued by the Oregon Department of Education.

2. The District will not pay for bargaining unit members to operate activity buses for which no Oregon School Bus Driver's License is required by the Oregon Department of Education. The operation of activity buses is one of the expectations of activity advisors and coaching staff. Bargaining unit members may volunteer to coach and operate an activity bus without any expectation of pay.

3. Nothing in this section requires the District to use bargaining unit members in the operation of District buses. The District retains the right to sub-contract any and all work related to transportation services.

4. The District agrees to pay the hourly rate, plus the cost related to driver training in order for the District selected bargaining unit member(s) to obtain their Oregon School Bus Driver's License. The District will not pay either the hourly rate or the cost of issuance of an Oregon Commercial Drivers License (CDL) or for any endorsements on the Oregon CDL.

5. Bus drivers will not receive benefits afforded to other bargaining unit members due to the nature of uncertainty on the number of hours required of bargaining unit members who may operate buses where an Oregon School Bus Driver License is required. A higher hourly rate compensates the Association member for the lack of insurance coverage and other benefits. There is no guarantee of any hours of employment as a bus driver. Further, bargaining unit members who have an Oregon School Bus Driver's License will not be compensated to operate an activity bus if they are paid as an activity advisor, volunteer coach, or paid coach.

6. Bus Drivers will be randomly tested, tested with reasonable suspicion, and tested in the event of an accident for drug use and alcohol misuse. Any employee found in violation of district policies may be terminated.

7. The District may require medical examinations after an employment offer has been made to a Bus Driver and before the driver begins his/her employment duties. All offers of employment may be contingent on medical examination results. Medical examinations will be conducted by a medical doctor selected by the district. District required medical examination expenses will be paid by the District. A copy of the medical examination results will be provided to the District and to Oregon Department of Education for the issuance of the Oregon School Bus Drivers License.

8. Bus drivers will be reimbursed for meals and lodging in accordance with this contract if it involves overnight trips.
### APPENDIX A
CLASSIFIED SALARY SCHEDULE  
2018-2019  
(indexed at 2%)

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# APPENDIX A
## CLASSIFIED SALARY SCHEDULE
### 2019-2020
(1.5% increase)

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## APPENDIX A

### CLASSIFIED SALARY SCHEDULE

2020-2021

(1.5% increase)

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Amity School District 4J (District) and the Oregon School Employees Association, Chapter 144 (Union).

RECIPIENTS:

During the negotiations for the 2018-2021 collective bargaining agreement, the District and the Union reached certain understandings with respect to their agreement over Article 17, Insurance Benefits. The parties agreed that those understandings would not be recorded in the collective bargaining agreement, but rather recorded by a separate Memorandum of Agreement. The parties hereby agree to the following:

Given the unpredictable state of health insurance for public employees in the state of Oregon, this agreement will be for one (1) school year with a reopening of negotiations regarding insurance for the subsequent years of the contract.

For the 2018-2019 school year, the District will pay the premium for medical and dental insurance for each full time employee covered by this contract up to $1,250 towards a composite rate per full-time employee.

Notwithstanding Section 9 of Article 17 of the contract, the following medical plans will be offered:
Moda C, D & H (HSA eligible)
Kaiser 2 & 3 (HSA eligible)

Employees may choose from any of the offered dental plans.

A. All employees regularly scheduled to work at least twenty (20) hours per week will be allowed to participate in composite rate medical and dental programs only.
B. Any insurance eligible association member who chooses to opt out of district provided insurance shall be allowed up to $600.00/mo (in total cost to the district) in allowable pre-tax insurance-related compensation, additional wages, or a combination thereof. The pre-tax compensation may take the form of HSA contributions, any other IRS Section 125 benefit or combination thereof. Members working less than full-time will be eligible for a pro-rated amount. No changes may be made after the district established deadline, which will be determined prior to the start of each school year.

Amity School District agrees that employees who participate in an HSA-eligible plan (with no other coverage) will be given full current insurance contribution (up to the cap and prorated for employees .5-.99 FTE) toward insurance plan with the balance contributed to their health savings account, up to the maximum allowed by law.

AGREED to this 20th day of June, 2018.

Amity School District 4J

By: Ryan Jones
Board Chair

Oregon School Employees Association,
Chapter 144

By: [Signature]
President

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