



2020¹-2024²
MEMORANDUM OF AGREEMENT
BETWEEN
THREE RIVERS SCHOOL BOARD
AND
CONFIDENTIAL EMPLOYEES

The following sets forth the rights and privileges of the Three Rivers/Josephine County School District **Confidential Employees**. A "**confidential employee**" as defined by ORS 243.650(6), means one who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining. A **confidential employee** is not a public employee. ORS 243.650 (17) defines "public employee" as "an employee of a public employer but does not include elected officials, persons appointed to serve on boards, or commissions or persons who are confidential employees or supervisory employees."

This agreement between the Three Rivers School Board (hereinafter referred to as the Board) and the Confidential Employees (hereinafter referred to as Employee) provides for the following:

1.0 JOB CATEGORIES

Non-Exempt:

Category I - All Administrative Assistants

Category II – Executive Assistant - Superintendent and Board of Directors.

Executive Assistant – Communications Specialist

Exempt:

Category II - Accounting Manager

2.0 TERM OF AGREEMENT

2.1 This agreement shall be effective as of July 1, 2020¹ shall be binding upon the Board and the Employee and shall remain in full force and effect through June 30, 2024².

2.2 This agreement shall be binding for one year unless both parties mutually agree to modify the Agreement for a successive term or to terminate the Agreement. Such notification shall specify the items the party desires to change or modify, and negotiations shall commence not later than (30) days subsequent to the notice.

3.0 COMPENSATION AND BENEFITS

3.1 **Salary:** ~~The salary schedule for the Employee will be based on alignment with the highest paid classified clerical position.~~ For 2021-2022, the salary schedule will be determined by applying a 2.00% COLA to Step 1 for Administrative Assistant and Step 1 for Executive Assistant/Accounting Manager/Communications Spec. The Confidential group agrees to follow the attached salary schedule through June 2024². Pay day shall be on the 20th of each month; unless that day falls on a weekend; in which case, payday shall take place on the preceding Friday.

3.1.1 **Overtime:** Non-exempt employees shall be compensated at the rate of time and one-half in the form of compensatory time off for overtime hours worked. A record of earned comp time will be kept by each employee.

NOTE: All compensatory time must have the approval of the employee's supervisor.

3.1.2 **Step Increase:** All step increases will continue to be honored annually. No step increase will occur if the confidential employee is hired after January 1st of the current fiscal year.

3.1.3 Longevity Pay:

The intent of longevity pay is to compensate employees who have reached the highest step (9) on the salary schedule. In an effort to account for those years in which pay step freezes occurred, the following clarification applies for longevity pay:

A confidential employee who will complete their 9th year of continuous service in a confidential position and complete at least 10 years of service with the District before June 30 of the current fiscal year shall be eligible for longevity pay beginning July 1.

Longevity compensation levels will change based upon the following length of service in the district:

Beginning with the 10th Year: \$100.00 monthly

Each year following longevity amount will increase by \$5.00 not to exceed \$200.00 monthly.

3.1.4 Any non-confidential district employee who transfers into a Confidential position will be placed at the closest step of the confidential salary schedule comparable to a 5% increase on their current hourly rate of pay. Out-of-district new hires will be placed on the salary schedule at the discretion of the Superintendent (or his/her Designee.)

3.2 **Fringe Benefits:** Fringe benefits, including leaves of absence, expense reimbursement, professional dues, insurance, early retirement incentives, and full payment of Public Employees Retirement System benefits, shall be paid at the same rate and in the same fashion as such are paid to or on behalf of other Three Rivers/Josephine County School Administrators.

3.2.1 **Insurance** - Employee insurance coverage shall be:

- Group Health
- Group Vision
- Group Dental
- Long Term Disability
- Employee Group Life
- Employee Group Accidental Death & Dismemberment
- Dependent Group Life

3.2.2 On September 1st of each year, the confidential employee group will inform the Superintendent (or his/her Designee) which employee group insurance and benefit plan they choose to participate in. At no time shall the Confidential Group pay a higher cap than another bargaining group of the District.

4.0 CONTRACT TIME

4.1 The parties agree that the number of contract days will be dependent upon a full year calendar (i.e. 259, 260, 261).

5.0 ANNUAL VACATION:

5.1 A Confidential employee shall be eligible for an annual vacation, with pay, to accrue July 1 of each year, in accordance with the following:

<u>Years of Employment with District</u>	<u>Vacation Days</u>	<u>Non-Cash*</u>
1-5 1-3 Years	10 Days	10 Days
6-10 4-6 Years	15 Days	5 Days
11+ 7+ Years and Over	20 Days	0 Days

* Non-cash vacation days hold no cash value and do not accumulate.

*Any District employee who has been consecutively employed and is hired into a Confidential

position will immediately receive 5 days (40hrs) of vacation, with the exception of 260 day employees who are vacation eligible. Prorated vacation based on Confidential start date and vacation schedule will be awarded the following July 1.

*The intent: To ensure that a person already employed with the District will have some vacation to use before the accrual period.

5.2 Twenty (20) days of unused vacation may be carried over from one fiscal year into the next at the approval of the Superintendent.

5.2.1 Confidential shall be paid at the end of the fiscal year for up to (10 days) 80 hours of unused vacation time based on the chart above. This is computed by multiplying the hourly rate by the number of vacation hours.

5.3 Vacations shall be scheduled by mutual agreement of the employee and the District.

5.4 Employees who wish to take their vacation time prior to completion of an entire year of service may do so provided they sign a waiver allowing the District to deduct the vacation pay from the employee's wages at the time of termination should the employee quit prior to completing the entire year of service.

5.5 When an employee terminates employment with the District, vacation shall be pro-rated based on amount earned from July 1 through the termination date, and paid out on a final check.

6.0 PAID HOLIDAYS - Each Confidential Employee shall receive the following paid holidays:

July 4th	Day after Thanksgiving	New Year's Day
Labor Day	Day before Christmas	President's Day
Veteran's Day	Christmas Day	Memorial Day
Thanksgiving	Day after Christmas	

7.0 LEAVES

7.1 Sick Leave – Confidential personnel shall accumulate an unlimited number of sick leave days as specified by ORS 342.596-4. Confidential employees will receive 12 days of sick leave on July 1 of each year. The District may request a physician's statement justifying the use of sick leave by a confidential employee following five (5) consecutive days from the job.

7.1.1 Sick Leave Bank: Each July 1, Confidential employees can donate one day per year to the sick leave bank. To access the sick leave bank the following conditions will be followed:

- 1) All accrued leave must be exhausted;
- 2) A written letter will be submitted to the HR Dept. requesting use of sick leave from the bank and;
- 3) Documentation supporting a qualified medical condition which meets FMLA/OFLA guidelines must be submitted;
- 4) Following approval, a maximum of eight (8) days will be permitted.

7.1.2 Confidential employee's who use their sick time prior to the completion of the entire year of service will have their sick time deducted upon termination should they not have accrued sick leave remaining to cover the 12 days front-loaded in July of that year.

7.1.3 Upon PERS eligible retirement, and not less than seven (7) consecutive years of employment with the District, the District will pay the confidential employee \$1.00 per hour of accumulated unused sick leave. Tier 1 and Tier 2 members may have the option to have the monetary value of one-half (1/2) of the member's accumulated unused sick leave included in the

Final Average Salary (AFS) calculation in accordance to (ORS) 238.350 and (OAR) 459-011-0500 in lieu of the \$1.00 per hour payment from Three Rivers School District.

7.2 Personal Leave - Each confidential employee shall receive three (3) days of personal leave per school year effective July 1st of each year. Personal leave will be prorated for any new Confidential employees based on his/her start date. Personal leave is non-cumulative and is to be approved by immediate supervisor.

7.3 Bereavement Leave - Each confidential employee shall be granted five (5) days of leave for the death of a member of the immediate family. Immediate family includes, spouse, **domestic partner and same sex domestic partner**, children, grandparents, grandchildren (including step, foster and legally adopted children) parents (including step-parents), brother, sister (including step brothers and sisters) father and mother-in-laws and others considered 'in loco parentis'.

7.4 Jury Duty – A confidential employee called for jury duty shall be excused for that purpose without loss of pay, provided that, ~~when the employee receives his/her fee, said fee shall be submitted to the District~~ **the confidential employee waives the juror's fee in accordance with ORS 10.061. The provision of this section do not affect any claim a juror may have for mileage reimbursement under ORS 10.065.**

7.5 Good Cause: Other leaves of absence with pay may be granted by the District with approval by the Superintendent.

8.0 **EARLY RETIREMENT:**

Confidential employees who have worked for the District for more than seven (7) years and upon eligibility to retire under PERS shall receive early retirement benefits of seven (7) years of current full-family health insurance benefits or until Medicare eligible, whichever comes first. Upon death of the retiree, spouse insurance coverage shall continue to the date the retiree would have reached age 65, or the surviving spouse reaches age 65, whichever comes first. Early retirement incentives shall be paid at the same rate and in the same fashion as are paid to or on behalf of other Three Rivers/Josephine County School Administrators. Effective August 15, 2007, a newly-hired confidential employee will not be eligible for the benefits described in this article.

9.0 **CONFIDENTIAL OPENINGS:**

In the event of confidential openings among confidential staff notification will be sent out to all confidential staff of the opening and if interested, they may submit a letter of interest to the TRSD Directors within 3 business days of the notification of the opening.

EXECUTION/SIGNATURES

Executed this 16th day of June, 2020¹, at Murphy, Oregon, by the undersigned:

CONFIDENTIAL EMPLOYEE:

FOR THE BOARD:
