

OSEA Contract Changes Effective July 1, 2021

ARTICLE 1: RECOGNITION

1.2

Excluded are those persons who are temporary employees, substitute employees, confidential employees, professional exempt employees, and supervisory employees as defined in ORS 243.650(6) (14) (c) ORS 243.650(6) (23) (a). Any determination as to confidential or supervisory status shall be through the administrative processes of the Employment Relations Board and not through the grievance procedure of this agreement.

TEMPORARY shall mean a person who will work for the District for a period of 10 months or less. If it is anticipated that such employment will last longer than 10 months, or if actual employment extends beyond 10 months, the employee will be included in the bargaining unit.

SUBSTITUTE shall mean a person who will work for the district on call while a regular employee is on a short leave, days and weeks rather than months. Continuous substitute work is not to exceed 90 days. If actual employment extends beyond 90 continuous days in the same position, the employee will be included in the bargaining unit.

ARTICLE 2: NONDISCRIMINATION

2.1

The Union and the District agree that equal employment opportunity and treatment shall be practiced regardless of race, color, national origin, religion, gender sex, sexual orientation, age, marital status, pregnancy, childbirth or a related medical condition, veterans' status, service in uniformed service, familial status, genetic ~~profiling~~ information, an individual's juvenile records that has been expunged, and disability if the employee, with or without reasonable accommodation, is able to perform the essential functions of the position and regardless of membership or non-membership in the Union.

ARTICLE 4: UNION RIGHTS AND RESPONSIBILITIES

Article 4

~~4.1—The Union may use meeting rooms and other District facilities in accordance with District policies applicable to parent/teacher Unions and other service groups or community organizations.~~

~~4.2—Representatives of the Morrow County Chapter of the Union may have access to work areas to conduct Union business with employees. It is understood that Union business will not be conducted on District time except when an employee is going to be interviewed on a disciplinary matter and requests union representation, a union representative may be called to the meeting in an "on duty" status.~~

~~4.3—The Union may duplicate Union materials on District duplication equipment by providing or paying for the materials used.~~

~~4.4 – The Union may post material relating to Union business on a designated bulletin board in each school where employees are working.~~

~~4.5 – The Union shall have access to District mail distribution for communications with Union members, as well as access to the district e-mail system. All internet policies and procedures will be adhered to, and under no circumstances will Union business be conducted on district time.~~

~~4.6 – The District shall place on the agenda of each regular Board meeting an opportunity for a Union representative to comment or make suggestions on matters discussed. The Union shall have the opportunity to ask that items be placed on the Board agenda if said items are made known to the Superintendent’s office at least one (1) week prior to the regularly scheduled Board meeting.~~

~~The union shall be provided a copy of the Board agenda prior to Board meetings, via the online BoardBook on the district website.~~

~~The Union shall receive a copy of Board minutes after each scheduled board meeting, via the online BoardBook on the district website.~~

- 4.1 The Association may have the use of a bulletin board in each faculty lounge for use within legal bounds of such a privilege.
- 4.2 Upon request, the Association’s building representative shall be allowed to make brief announcements and reports at faculty meetings.
- 4.3 The District shall place on the agenda of each regular Board meeting an opportunity for an Association representative to comment or make suggestions on matters discussed. The Association shall have the opportunity to ask that items be placed on the Board agenda if said items are made know to the Superintendent’s office at least one (1) week prior to the regularly scheduled Board meeting.
- 4.4 The Association has the right to have placed in the Superintendent’s “Opening of School” letter to all classified staff, a letter prepared by the Association informing employees that the Association is recognized as the exclusive negotiating representative for all classified employees in Morrow County School District covered under this contract and while the contract is in force.
- 4.5 The District agrees to grant five (5) leave days per year to the Association (not to each individual representative of the Association) to attend Association conferences, trainings, and workshops. The Association shall reimburse the district the cost of a substitute if one is hired. Requests for additional days must be approved by the superintendent.
- 4.6 The Association shall have the right to conduct meetings at employee work locations before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meetings do not interfere with the District’s operations. The Association shall have the right to conduct meetings without undue interference.
- 4.7 The Association President will provide the District with a list of Designated Association Representative at the beginning of each school year. Designated Association Representatives shall be granted reasonable paid time to perform Association duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority.
- 4.8 The Association shall have the right to use the District’s computers and email system to communicate with bargaining unit members regarding Association business.

4.9 The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matters related to employment relations.

4.10 The Association shall have the right to meet with new employees for up to one hour during New Staff Orientation and for one hour during the work day within 30 days after hire without loss of pay or benefits.

ARTICLE 10: SALARY

10.7 –

Working out of Range- When an employee is assigned by an administrator or supervisor to work in a higher paid classification, ~~for one full workday or more, such employee~~ the employee shall be paid the salary in the substitute classification at the same step level as their regular job for all hours worked in the higher classification or \$1.00 per hour more than their regular job, whichever is less.

ARTICLE 12: INSURANCE

12.2 –

~~Beginning in the 2018-2019 school year, the District's obligation toward the insurance premium shall not exceed \$1365 per eligible employee per month.~~

Beginning in the 2019-2020 school years, the District's obligation toward the insurance premium shall match the teacher cap.

If an employee voluntarily reduces hours, on or after 7/1/2001, the pro-ration provided for in 12.3 will apply.

12.4 –

Employees otherwise eligible to receive health insurance benefits may elect to receive \$2/hour in addition to current pay, in lieu of health benefits, subject to the limitation of the insurance carrier.

Employees not eligible for health benefits (see 12.3 above), will receive ~~\$1/hour~~ \$2/hour in addition to current pay.

In the case where two (2) employees in the same family are each receiving health insurance coverage, the employee with the fewer annual work hours will be eligible for the \$2/hour option in lieu of health coverage.

Increased pay in lieu of health benefits applies to regular calendar hours worked. Additional hours worked will be paid at the employee base rate of pay.

12.7 –

~~In the event that two employees employed by the District are in the immediate family so as to be in the relationship of primary insured and dependent under the medical hospital program, the District shall not be obligated to duplicate either contribution of benefits for the same family unit.~~

12.10 –

The District will provide additional options within the Health Plans

A. The District will provide a Section 125 Plan (FSA- Flexible Spending Account)

B. The District will provide a Health Savings Plan with the following stipulations:

For staff members who elect ~~Health Plan H~~ an HSA Plan, 100% of the difference between the cost of the insurance for ~~Plan H, dental, vision~~ and the \$1375 district cap will be put into a Health Saving Account.

ARTICLE 13: LEAVES OF ABSENCE

13.1 – Annual Leave

Commencing on the first day of employment through nine (9) years, custodial and maintenance employees are entitled to annual leave based on the following formula:

.0461 x the hours worked each year equals hours of annual leave to which the employee is entitled.

The formula .0653 X hours worked equals hours leave will be used for employees with ten (10) years or more work experience. The formula .0702 X hours worked equals hours leave will be used for employees with fifteen (15) years or more work experience in the District.

Head secretaries will be awarded 6 days of annual leave. All non-custodial/maintenance staff will be awarded 5 days of annual leave. All leave is non-cumulative; however, any unused leave will be paid out at the end of the fiscal year. All annual leave taken during the school day must have prior approval. Annual leave time will need 24 hours' prior approval from the building principal. Emergencies will need to be directed to the Human Resources department for approval.

13.9 –

Definition of School Closure- A school closure shall be defined as a day(s) when school(s) is(are) closed due to inclement weather or other emergencies or hazardous conditions.

On school closure days, as determined or announced by the District Superintendent or his/her designee, employees are not expected to work; however custodial and maintenance staff are to check with their supervisor, and may have to report. Classified employees will not suffer a loss of wages when there is a school closure. In the event that the district is required to extend the school year in order to makeup lost time, classified staff will be expected to work without additional compensation.

- A. In the event that there is a snow day on a classified scheduled workday - the district will set aside a makeup day within the calendar. For each full snow day, staff will be expected to work half of that time. (Example-1 snow day; staff work 4 hours on the set aside day; 2 snow days; staff work 8 hours on the set aside day).
- B. When school is closed or on a 3-hour delay for inclement weather/snow days any confidential, custodial, and maintenance staff who did show up for work will be given trade time for the hours they worked on those days; as other confidential, custodial, and maintenance employees may not have worked due to driving conditions, but still got paid. The building principals/supervisors will need to make sure that the confidential, custodial, and maintenance employees who accrue this type of trade time use it within 1

month of the date of accrual. When trade time is taken, the building principal may choose to submit leave for a floater to cover for the employee. If custodial staff is called in on a Saturday, or Sunday or on a holiday due to weather related conditions, staff will be paid overtime (with prior approval of the superintendent).

- C. Beginning with the 2016-2017 school year, inclement weather will no longer be counted as instruction time. ~~Student contact inclement weather days will be made up on a 2 for 1 basis with students and staff making up every other one beginning with the first inclement weather day(1st, 3rd, 5th, etc.).~~ The District will earmark tentative make-up days in the district calendar to be used if needed. The first two (2) days will not be made up but every day after the 2nd day will be considered a virtual school day. The district will follow ODE guidelines for what constitutes a virtual school day and all subsequent snow days will be virtual learning days.

ARTICLE 15: REDUCTION IN FORCE

15.1 –

Notice of Layoff

In the event the Board determines the need for a reduction in its work force, notice of not less than four (4) weeks shall be provided to the Union and to employees to be laid off. In the event that a special needs student leaves the District who has a SpEd 1 on 1 assistant specifically assigned to him/her, ~~the reduction process will take place within one week from the time the student leaves~~ the employee will be reassigned within the district.

Special Education Level of Dependent Care

Tier 1 = \$50.00/month or *\$0.39 per hour \$100.00/month

Tier 2 = \$75.00/month or *\$0.59 per hour \$125.00/month

Tier 3 = \$100.00/month or *\$0.78 per hour \$150.00/month

*Classified employees, upon prior approval from building administration and the assistant superintendent /special programs director special ed coordinator can claim an hourly a half or whole day stipend for working with specifically identified students during the course of their regular workday.

Alt Ed Assistants

Alt Ed Assistants whom are given supervisory responsibilities of their own classroom by the building principal shall receive an additional \$1.00 per hour. Additional hours worked will be paid at the employee base rate of pay, unless supervisory responsibilities are being performed and approved by the building principal.

Custodian/Facility Coordinator Work Hours

Beginning with the 2021/22 school year, head custodian, assistant custodian and facility coordinator annual work days will be reduced by 10. Principals/head secretaries will create work calendars to be reviewed and accepted by custodians and facility coordinators prior to submitting to payroll.

Financials

- 4% COLA (including longevity)
- \$50 added to the district insurance cap

<u>Annual Hours</u>	<u>% of District Contribution</u>
1700 and up	100% = \$1575.00 <u>\$1625.00</u>
1300 to 1699	85% = \$1338.75 <u>\$1381.25</u>
1000 to 1299	70% = \$1102.50 <u>\$1137.50</u>
700 to 999	55% = \$866.25 <u>\$893.75</u>
< 700	No Benefits

% of District contribution for years 2019-20 & 2020-21 shall be based on the teacher cap.

Beginning with the 2020/2021 school year, hours worked by classification shall be as follows:

School (Head) Secretary – 229 days = 1,832 hours - (150 student days, 72 work/PD days, 7 paid holidays)

Department Secretary – 187 days = 1,496 hrs. - (150 student days, 30 work/PD days, 7 paid holidays)

High School Registrar Secretary – 191 days = 1,528 hrs. - (150 student days, 34 work/PD days, 7 paid holidays)

Library Tech (hired after July 1, 2015) – 186 days = 1,488 hrs. - (150 student days, 29 work PD/days, 7 paid holidays)

Library Tech (grandfathered) – 197 days = 1,576 hrs. - (150 student days, 40 work/PD days, 7 paid holidays)

Ed/Alt Ed Assts. & Behavior Tech – 170 days = 1,360 hrs. – (150 student days, 13 work/PD days, 7 paid holiday)

Head Cooks – 170 days = 1,360 hrs. - (150 student days, 13 work/PD days, 7 paid holiday)

Asst. Cooks – 166 days = 1,328 hrs. - (150 student days, 9 work/PD days, 7 paid holiday) Hours are an estimate as hours vary by building according to meals served calculation.

Bus Driver/Asst. Custodians – 200 days = 984 hours

Beginning with the 2021/22 School Year:

Head Custodians, Asst. Custodians and Facilities Coordinators – ~~257~~ 247 days/8 hrs per day = ~~*2,056~~ 1976 hours

Asst. Custodians – 256 days/6 hrs per day = 1536 hours + 24 additional hours = 1560

** ~~Up to 32 hours of guaranteed over time paid at time and a half for those working 40 hours per week~~

Longevity

Longevity will be based on years of service in Morrow County School District and will be paid on the second pay period of the school year.

Year 1 → +3.25%

Year 2 → +3.25%

Year 3 → +3.25%

Starting at the beginning of the 15th year through the 20th year will be ~~\$496~~ \$516

Starting at the beginning of the 21st year through the 25th year will be ~~\$681~~ \$708

Starting at the beginning of the 26th year through the 30th year will be ~~\$866~~ \$901

Starting at the 31st year longevity pay will be ~~\$1053~~ \$1095 for each year thereafter

2020/2021 Salary Schedule

	ASST COOK	HEAD COOK	ASST CUST	HEAD CUST	FAC COORD	ED ASST	LIB TECH/ ALT ED ASST	SECRETARY	BEHAVIOR TECH
-1	\$ 12.26	\$ 13.03	\$ 16.60	\$ 18.09	\$ 17.33	\$ 12.31	\$ 13.10	\$ 15.53	\$ 18.81
-2	\$ 12.51	\$ 13.29	\$ 16.85	\$ 18.36	\$ 17.58	\$ 12.55	\$ 13.35	\$ 15.84	\$ 19.09
-3	\$ 12.75	\$ 13.56	\$ 17.10	\$ 18.63	\$ 17.85	\$ 12.81	\$ 13.63	\$ 16.16	\$ 19.38
-4	\$ 13.01	\$ 13.82	\$ 17.37	\$ 18.90	\$ 18.12	\$ 13.07	\$ 13.90	\$ 16.46	\$ 19.66
-5	\$ 13.27	\$ 14.11	\$ 17.62	\$ 19.20	\$ 18.38	\$ 13.33	\$ 14.18	\$ 16.80	\$ 19.97
-6	\$ 13.54	\$ 14.39	\$ 17.89	\$ 19.48	\$ 18.66	\$ 13.60	\$ 14.47	\$ 17.16	\$ 20.26
-7	\$ 13.81	\$ 14.66	\$ 18.15	\$ 19.78	\$ 18.96	\$ 13.87	\$ 14.74	\$ 17.48	\$ 20.57
-8	\$ 14.08	\$ 14.98	\$ 18.42	\$ 20.07	\$ 19.23	\$ 14.13	\$ 15.05	\$ 17.83	\$ 20.87
-9	\$ 14.36	\$ 15.28	\$ 18.71	\$ 20.37	\$ 19.53	\$ 14.42	\$ 15.36	\$ 18.20	\$ 21.18
10	\$ 14.64	\$ 15.56	\$ 18.98	\$ 20.68	\$ 19.82	\$ 14.72	\$ 15.64	\$ 18.56	\$ 21.51
11	\$ 14.93	\$ 15.89	\$ 19.27	\$ 20.99	\$ 20.10	\$ 15.00	\$ 15.96	\$ 18.95	\$ 21.83
12	\$ 15.23	\$ 16.21	\$ 19.56	\$ 21.31	\$ 20.41	\$ 15.30	\$ 16.30	\$ 19.30	\$ 22.16
13	\$ 15.54	\$ 16.52	\$ 19.84	\$ 21.61	\$ 20.72	\$ 15.61	\$ 16.62	\$ 19.71	\$ 22.47
14	\$ 15.86	\$ 16.85	\$ 20.14	\$ 21.95	\$ 21.02	\$ 15.93	\$ 16.94	\$ 20.08	\$ 22.83

2021/2022 Salary Schedule (4% COLA)

	ASST COOK	HEAD COOK	ASST CUST	HEAD CUST	FAC COORD	ED ASST	LIB TECH/ ALT ED ASST	SECRETARY	BEHAVIOR TECH
1	\$12.75	\$13.55	\$17.93	\$19.54	\$18.72	\$12.81	\$13.63	\$16.15	\$19.57
2	\$13.01	\$13.82	\$18.20	\$19.83	\$18.99	\$13.05	\$13.89	\$16.47	\$19.86
3	\$13.26	\$14.10	\$18.47	\$20.12	\$19.28	\$13.33	\$14.18	\$16.81	\$20.15
4	\$13.53	\$14.37	\$18.76	\$20.41	\$19.57	\$13.60	\$14.46	\$17.12	\$20.44
5	\$13.80	\$14.68	\$19.03	\$20.74	\$19.85	\$13.87	\$14.74	\$17.47	\$20.77
6	\$14.08	\$14.97	\$19.32	\$21.04	\$20.15	\$14.15	\$15.05	\$17.85	\$21.07
7	\$14.36	\$15.25	\$19.60	\$21.36	\$20.48	\$14.43	\$15.33	\$18.18	\$21.39
8	\$14.64	\$15.58	\$19.89	\$21.68	\$20.77	\$14.70	\$15.65	\$18.54	\$21.71
9	\$14.94	\$15.89	\$20.21	\$22.00	\$21.09	\$15.00	\$15.98	\$18.93	\$22.03
10	\$15.23	\$16.18	\$20.50	\$22.33	\$21.41	\$15.30	\$16.27	\$19.31	\$22.37
11	\$15.53	\$16.53	\$20.81	\$22.67	\$21.71	\$15.60	\$16.60	\$19.71	\$22.70
12	\$15.83	\$16.86	\$21.12	\$23.01	\$22.04	\$15.91	\$16.95	\$20.07	\$23.05
13	\$16.16	\$17.18	\$21.43	\$23.34	\$22.38	\$16.23	\$17.28	\$20.50	\$23.37
14	\$16.49	\$17.52	\$21.75	\$23.71	\$22.70	\$16.57	\$17.62	\$20.89	\$23.74