

COLLECTIVE BARGAINING AGREEMENT

Between

SOUTHERN OREGON ESD

And

OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER 104

20202-20224

CONTENTS

| | | |
|--|---|----|
| Article 1 | General Provisions..... | 3 |
| Article 2 | Status of Agreement - Recognitions..... | 4 |
| Article 3 | Management Rights..... | 6 |
| Article 4 | Associations Dues..... | 8 |
| Article 5 | Board Policy Changes..... | 9 |
| Article 6 | No Strike/Lockout..... | 10 |
| Article 7 | Association Rights..... | 11 |
| Article 8 | Leaves..... | 12 |
| Article 9 | Holidays..... | 16 |
| Article 10 | Vacations..... | 17 |
| Article 11 | Job Openings..... | 18 |
| Article 12 | Seniority & Layoff..... | 19 |
| Article 13 | Discipline & Discharge..... | 22 |
| Article 14 | Grievance Procedures..... | 23 |
| Article 15 | Personnel Records..... | 27 |
| Article 16 | Mileage..... | 28 |
| Article 17 | Insurance Benefits..... | 29 |
| Article 18 | Compensation..... | 31 |
| Article 19 | Early Retirement..... | 33 |
| Article 20 | Bargaining for Job Description Placement..... | 34 |
| Article 21 | Safety..... | 35 |
| Appendix A – Classified Job Categories..... | | 36 |
| Appendix B1: 2020-2021 Hourly Compensation Schedule..... | | 37 |
| Appendix B2: 2021-2022 Hourly Compensation Schedule..... | | 38 |
| Execution of Signatures..... | | 39 |

Article 1 - General Provisions

- 1.1 The term and duration of this Agreement is from July 1, 202~~02~~²⁴, through June 30, 202~~24~~²⁴.
- 1.2 The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for classified personnel included in the bargaining unit.
- 1.3 This Agreement is subject to all applicable existing and future laws and/or regulations of the State of Oregon, the United States of America, and any administrative agency of either. In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- 1.4 Either the Board or the Association may give written notice to the other of its intent to amend, terminate, or modify the Agreement by January 15, 202~~24~~²⁴.

Article 2 – Status of Agreement – Recognition

2.1 The District recognizes the Southern Oregon ESD Chapter #104 of the Oregon School Employees Association as the sole and exclusive bargaining representative for wages, hours, and condition of employment for all regular classified employees of the District. Employee definitions are as follows:

PERSONNEL DESIGNATION:

Personnel employed by the Education Service District whose service to the District is non-contractual; does not require licensing; is provided on an hourly, weekly or monthly basis; and when compensation for such services is based on an hourly, weekly, or monthly rate, shall be designated as non-contracted classified employees.

STATUS OF CLASSIFIED EMPLOYEES:

Regular classified employees are those who work ½ time (20 hours per week) or more and who are hired for a period of six (6) months or more. Specifically excluded from this group are temporary employees hired for a period of less than six (6) months, confidential employees, part-time employees, permanent part-time employees, substitute employees, federal work relief program employees, academically licensed, supervisory, managerial and students not directly hired by the District and a portion of whose salary is paid from sources outside the District.

ANNUAL EMPLOYEES:

Employees whose assignment is intended to be ongoing throughout the calendar year and are not provided with recess periods associated with the academic year.

ACADEMIC YEAR EMPLOYEES:

Those employees whose period of assignment corresponds to the academic year and are provided with recess periods associated with the academic year.

PROBATIONARY EMPLOYEES:

Those employees newly hired into the bargaining unit in a permanent position. Such employees shall serve a probationary period of six (6) months. For less than 12-month employees, the six (6) month probationary period shall not include summer recess.

TEMPORARY EMPLOYEES:

Those employees who are hired for a period of less than six (6) months. If hired in a regular status in the same position as employed in a temporary status, the date of hire shall be the date hired as a temporary for seniority purposes but not for purposes of inclusion in the bargaining unit.

PART-TIME EMPLOYEES:

Those employees who work less than ½ time (20 hours per week).

CONFIDENTIAL EMPLOYEES:

Those employees who assist and act in a confidential capacity to a person who formulates, determines and effectuates management policies in the area of collective bargaining.

SUBSTITUTE EMPLOYEES:

Those employees who are used to take the place of regular employees who are absent for short periods of time.

PERMANENT PART-TIME EMPLOYEES:

Those who work less than ½ time, but their employment is on a continuing basis. This includes annual as well as academic year employees in this status. These employees are specifically excluded from the bargaining unit.

- 2.2 The above recognition of the right of the Association to represent the classified personnel in negotiations with the Board is not to be construed as obligating the Board in any way to continue any functions or policies. The Board reserves the right to create, combine or eliminate any position as in its judgment is deemed necessary.

Article 3 – Management Rights

- 3.1 It is recognized that the Board has and will continue to retain the authority to operate and manage the District and its programs, facilities, and properties within the scope of employment as provided by law.
- 3.2 Without limiting the generality of the foregoing, and not in conflict with Oregon laws and this Agreement, it is expressly recognized that the Board’s operational and managerial authority and responsibility include:
- a. The right to determine location of and to provide the schools and other facilities of the Education Service District, including the right to establish new facilities and to relocate or close existing facilities.
 - b. The determination of the financial policies of the District including the general accounting procedures, control of the equipment and materials purchases and public relations.
 - c. The determination of management, supervisory and administrative organization of the District and the selection of employees for promotion to supervisory, management or administrative positions.
 - d. The maintenance of discipline and control and use of the District’s properties and facilities.
 - e. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - f. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 - g. The direction and arrangement of all working forces in the District or school system, including the right to hire, suspend, discharge, discipline or transfer employees.
 - h. The creation, combination, modification, or elimination of any position deemed advisable by the Board.
 - i. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 - j. The determination of the layout and equipment to be used and the right to plan, direct and control activities of the District. Also, the determination of the means of accomplishing the various jobs in the system and the subjects to be taught.
 - k. The right to establish and revise the calendar for the District; hours of employment, to schedule assignments and/or classes and assign workloads; to determine the number of workdays; and to select materials and equipment.

I. The right to make assignments for all programs of an extracurricular nature.

3.3 Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work, or shall require the district to continue in existence any present program in its present form and/or location or on any other basis. If the district wishes to contract out it will notify the association. ~~in writing at least fifteen (15) business days prior to contracting services. The Association will have the opportunity for a meaningful discussion with the district over the proposal and its impact.~~

3.4 The foregoing enumeration of the Board functions shall not be considered to exclude other functions of the Board not specifically set forth, with the Board retaining all functions and rights to act, not specifically nullified by this Agreement.

Article 4 – Association Dues

- 4.1 The District agrees to deduct Association dues from the wages of all employees, when authorized in writing by such employee, provided however, that any employee may revoke such authorization in writing.
- 4.2 The District agrees to honor existing dues authorization and to transmit all dues that are collected to the central (state) office of the Oregon School Employees Association.
- 4.3 The District agrees to furnish a list of new employees eligible for the bargaining unit within ten days from their date of hire. The following information, if it is available, will be furnished to the Association president: address, job title, code level and step, program, and location to which the employee is assigned.

Article 5 – Board Policy Changes

Prior to the adoption, amendment or discontinuance of Board policies, the District agrees to furnish copies of the proposed policies to the Association and the Association shall have the right to be heard by the Board prior to adoption by the Board. In cases of actual emergency, the Board may adopt, amend or discontinue such policies without a prior hearing with immediate notification of such action to the Association.

Article 6 – No Strike/Lockout

- 6.1 The Association and members of the bargaining unit, as individuals or as a group, agree not to initiate, cause, permit, participate in, or join any strike, grievance strike, work stoppage, work slowdown, picketing, observance or other unit's pickets or any other restriction of work during work hours for the duration of this Agreement.
- 6.2 In the event employees in the bargaining unit allegedly violate Article 6 (6.1), the District shall serve notice to the officers of Chapter 104 and the employees of the alleged violation(s). Chapter 104, upon such notification, shall notify the employee(s) to cease and desist from the activity in question, and notify the District that it has so ordered the employee(s). Employees continuing the activities in question, after such notice, may be discharged or otherwise disciplined.
- 6.3 There will be no lockout of employees in the bargaining unit, by the District, as a consequence of any dispute arising during the period of this Agreement.

Article 7 – Association Rights

- 7.1 Facilities of the ESD buildings may be used for regular and ordinary Association meetings, provided that the meetings are not held during regular work hours and that the meetings do not interfere with other activities previously scheduled. Arrangement for building use shall be made with the Superintendent or their designee prior to establishing of dates and place of meeting.

Likewise, employees may utilize District equipment and bulletin boards for Association business when not in conflict with District activities. In addition, a link to OSEA's website will be made available to classified employees on the SOESD Staff page of the District's website. The Association will adhere to the District's policies and rules regarding computer usage, the e-mail system and internet access. The Association shall pay for the cost (at the District's cost) of all materials and supplies incidental to such use, and for any repairs that are beyond normal wear and tear.

- 7.2 The Association shall be granted the equivalent of up to ten (10) days of non-accumulative leave per fiscal year, to be used by the Association representatives for Association business. Any leave under this provision shall be cleared in advance with the immediate supervisor. Such leave will be taken in segments of at least two (2) hours.

Association delegates can use available leave (Article 8 – e.g. vacation, discretionary) to attend OSEA annual conference or the Association will reimburse the District for the employee's salary cost for those delegates who attend the annual conference.

- 7.3 Upon request and subject to its obligations under law, the Board agrees to furnish to the Association access to all information necessary for functioning as exclusive bargaining representative. The Association will furnish the District with all similar information.

- 7.4 Any employee in the bargaining unit who is engaged in negotiations on behalf of the Association with any representative of the Board or who is participating in any grievance hearing as a witness or party including arbitration, shall be released from regular duties during the hours in which the same are scheduled without a loss of salary.

- 7.5 New Employee Orientation

As long as required by law, the District will adhere to the requirements of HB 2016 to provide the designated Association representative with no less than thirty (30) minutes, and up to one-hundred-twenty (120) minutes to meet with new employees within thirty (30) calendar days from the date of hire to introduce the new employee(s) to the Association and the collective bargaining agreement. This meeting shall be on regular work time without loss of compensation or benefits.

Article 8 – Leaves

8.1 SICK LEAVE

The ESD shall allow sick leave at full pay (based on the employee's regularly scheduled workday) for each classified employee at the rate of one day per month employed, or at least ten (10) days per school year, as per ORS 332.507. Sick leave shall be granted for personal illness or injury, or injury or illness within the employee's immediate family or any other allowable use pursuant to ORS 653.616. Sick leave shall not be taken in less than half (1/2) hour increments.

The immediate family is defined as the spouse, same-gender domestic partner, custodial parent, step-parent, non-custodial parent, the biological, adoptive or foster parent or child of the employee, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, brother, sister, brother-in-law, sister-in-law, any person living in the home of the employee, or a person with whom the employee is or was in a relationship of in loco parentis.

8.2 BEREAVEMENT LEAVE:

1. The District will grant up to five (5) "normal" work days during the contract year with full pay for bereavement leave under the following conditions:
 - a. Bereavement leave applies in the event of the death of:
 - A member of the immediate family (spouse, child, parent son-or-daughter-in-law, father-in-law, brother, sister, grandparent, grandchild, brother or sister –in-law, step-parent, step-children, aunt, uncle, cousin or any other person living in the home.
2. Any leave in excess of five (5) days shall be charged to accrued sick leave and/or vacation leave.
3. Bereavement leave is non-cumulative.
4. A "normal" work day is that number of hours the employee regularly works each day. In the case of employees who are on flex time or who do not work every day, the "normal" work day would be the number of hours regularly worked each week divided by five (5).
5. As soon as possible, an employee utilizing the bereavement leave provision, shall contact their immediate supervisor, the Superintendent or their designee, in advance so that the supervisor is aware of the absence.
6. Upon returning to work following absence, under provisions of bereavement leave, the employee shall sign a form and state the nature of the bereavement.
7. Employees shall be granted sufficient time off with pay to attend a local funeral of a friend, co-worker or student under these bereavement leave provisions.

8. The District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leaves. The paid bereavement leave in this section shall run concurrently with leave under OFLA.

The definition of “family members” under OFLA is different than the definition of “immediate family” under Section 8.2 (1). The additional leave provided under OFLA will only apply for family members defined under the law.

8.3 DISCRETIONARY LEAVE

Whenever possible, an employee utilizing the discretionary leave provisions, shall contact their immediate supervisor, the Superintendent or their designee, in advance, so that the supervisor is aware of the absence.

1. Discretionary leave shall be granted to each classified employee who needs such leave, at the rate three (3) normal work days per contract year, usable in not less than one-hour portions, and may be used in one-half (1/2) hour portions when the half-hour is in conjunction with the use of one or more hours. Employees may carry over up to one (1) day of discretionary leave from one year to the next for a maximum of four (4) days total in a contract year.
2. Employees will not be eligible to take discretionary leave until they have been employed three (3) months.
3. For annual employees not employed at the beginning of the fiscal year and academic employees not employed at the beginning of the academic year, the amount of discretionary leave available shall be prorated based on the number of months to be worked during the fiscal year, (July to June), and on the number of normal hours in a work day for that employee.

8.4 PROFESSIONAL LEAVE

Professional leave shall be available for classified employees in order for said employees to participate in workshops, inservices, etc., for the purpose of professional improvement. Professional leave shall be duty free and will be utilized with the discretion of the employee’s supervisor. The decision of the supervisor shall not be subject to the grievance process.

8.5 LEGAL LEAVE

An employee called for jury duty, or who has received a subpoena to testify in a court proceeding or at a legislative hearing, will receive full pay for the length of the jury or other service, except that part-time classified personnel shall receive pay only for that portion of the day that the employee regularly works. The compensation paid to an employee for the period of leave shall be reduced by the amount of compensation or witness fees received by the employee, excluding mileage reimbursement, for the services referred to above or the employee may turn such compensation directly over to the District without any consequent deduction in the employee’s compensation. An employee called under the conditions listed under this paragraph shall not apply to any legal actions or proceedings to which the

employee is a party. As an individual or by class determination, nor shall it apply to any instances when the employee's presence is not at the request of the district.

8.6 ON-THE-JOB INJURY LEAVE

1. Workers' Compensation Payments

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to reasonably perform duties, will, upon the employee's request, be allowed to use the employee's available sick leave time to compensate for the difference, if any, between their regular salary and temporary total disability compensation benefits received under the worker's compensation law. Payments of such difference shall be applied to the time loss but will not extend beyond the employee's available sick time. Whenever an employee receives a check from Workers' Compensation they shall certify in writing to the ESD the amount of the check and the period for which it represents payment. Medical progress reports from the employee's doctor shall be required by the ESD.

8.7 UNPAID LEAVE OF ABSENCE

1. An unpaid leave of absence may be granted, at the District's discretion, for a period of one (1) year or less. The application for leave shall be filed with the immediate supervisor and shall specify the reason for taking such leave. If the immediate supervisor and the Superintendent recommend that the request for leave be approved, the matter shall be placed before the Board for final action. An employee who takes an unpaid leave for the purpose of additional training may be advanced on the salary schedule as if they were present. In the case of all other leaves of six (6) months or more, the employee will not receive credit for advancement on the schedule. Unless agreed specifically in writing as part of the leave of absence procedure, the District does not and cannot guarantee immediate employment in the same job. The District will give preference to the employee returning from approved leave for the first opening for which the returnee is qualified. Temporary disabilities, including pregnancy, are covered by this section.
2. At Home Leave: An "at home" leave may be granted by mutual agreement of the District and the employee for rest or relaxation. Such a leave shall be without pay and may be for up to one (1) year in duration. The employee shall retain their position on the salary schedule. A position fitting the employee's qualifications will be available upon return, if open. Said leave will not extend beyond a one (1) year period. An employee on "at home" leave shall retain their place on the salary schedule, except they will be eligible for the scheduled increment for the ensuing year if one-half (1/2) or more of the contract year has been completed in which the leave is originally granted has been completed.
3. Return dates must be specific in unpaid leave requests. Failure to notify the District in writing of intent to return at least thirty (30) day prior to return date or to return on the return date may be deemed a resignation at the District discretion. Each situation will be handled on a case by case basis.

8.8 INCLEMENT WEATHER/EMERGENCY

In the event of closure due to inclement weather or emergency, the following is applicable:

1. If the District decides to close programs due to inclement weather or an emergency, employees will be paid their normal rate for the duration of the closure.
2. If the district decides to request an employee to report to work during the time period District programs are closed, the employee may elect not to report if they believe unsafe weather conditions exist. However, if the employee elects to report to work they will be compensated for any time worked at their normal rate of pay, unless overtime provisions of this agreement are applicable.
3. The District reserves the right to determine whether or not to reschedule any work days lost to programs closure. If the District reschedules closure days, employees will work those days without any additional up day that they did not previously work and was compensated for, the employee will receive an equivalent reduction in their pay for that period.

Article 9 – Holidays

9.1 The following shall be paid holidays for annual employees:

- Martin Luther King Day;
- Independence Day;
- Labor Day;
- Veterans Day (as observed by the Oregon Schools)
- Thanksgiving Day;
- The day after Thanksgiving Day;
- Christmas Day;
- New Year's Day;
- Memorial Day.
- Juneteenth

9.2 The following shall be paid holidays for academic year employees:

- Martin Luther King Day;
- Labor Day;
- Veterans Day (as observed by the Oregon Schools)
- Thanksgiving Day;
- The day after Thanksgiving Day;
- Christmas Day;
- New Year's Day;
- Memorial Day.
- Juneteenth (only if the employee works 150 hours or more during the month of June)

Academic year employees, who are assigned to a school district, will follow the holiday schedule of the local school district to which they are assigned. Any holiday observed by the local district not outlined above as a paid holiday shall be an unpaid day off.

9.3 Unpaid holidays will include the period December 26 through December 31. However, no annual employee will suffer any reduction on pay as a result of this closure.

9.4 Any employee required to work on a day specified in 9.1 or 9.2 above shall be compensated at the rate of two times their regular rate of pay.

Article 10 – Vacations

10.1 Annual classified employees shall be granted paid vacation time as follows:

Years accrue at the continuous service rate of:

| | |
|-------------|-------------------|
| 0 through 4 | 6.67 hours/month |
| 5 through 9 | 10.00 hours/month |
| 10 and over | 13.34 hours/month |

All vacation schedules shall be approved by the immediate supervisor in advance. Should vacation approval not be granted, and that denial would result in forfeited vacation status for the employee, the employee shall be entitled to appeal the denial to the Superintendent.

10.2 Annual employees who work less than eight (8) hours per day or less than forty (40) hours per week shall accrue vacation as scheduled above but on a pro-rated basis based on their respective FTE allocation. Annual employees who work less than twelve (12) months shall not earn vacation during the period they are off.

10.3 A maximum of thirty (30) days of earned vacation time may be accumulated at any time for employees. However, employees who, as of June 30, 1994:

1. Are receiving 16.67 hrs. per month (of earned vacation) and/or
2. Have more than thirty (30) days accumulated, may accumulate a maximum of forty (40) days. Any earned vacation in excess of thirty (30) or forty (40) days shall be forfeited unless taken within the next thirty (30) days following the 30 or 40 day accumulation.

10.4 The District will have the option to declare the day immediately before or immediately after Independence Day a vacation day which shall be charged as a vacation day for applicable employees. There will be no vacation time charged or other charge if no vacation has been accrued as of the Independence Day period.

10.5 Paid holidays that fall within a scheduled paid vacation are in addition to the vacation designated in the three (3) preceding paragraphs.

10.6 New employees will not take vacations during their first three (3) months of employment. [Exceptions may be made on a case-by-case basis.2706](#)

Article 11 – Job Openings

- 11.1 When a vacancy occurs for a bargaining unit position, it will be posted on the District website for ten (10) working days and emailed to the all SOESD email group.
- 11.2 Employees in the bargaining unit desiring consideration for the vacant position shall [apply respond in writing \(including FAX or email\) to request an interview](#). An interview will be granted provided the employee meets the minimum qualifications for the position.
- 11.3 An employee who applies for a vacant position, and is not selected, may make a written request within five (5) working days, of receipt of the notification to meet with the appropriate supervisor.
- 11.4 A reclassification occurs when an existing position has significant changes to the job responsibilities. A reclassification does not necessitate the posting of a new position.
- 11.5 The District shall provide the Chapter 104 President and the OSEA Field Representative with job descriptions for all newly created job titles.
- 11.6 All bargaining unit employees who work in the Special Education Department may apply by letter to the program administrator by May 15 for available summer openings for the Extended School Year Program. The program administrator will select the most qualified applicants to fill the available openings on the following basis:
- a. Ability to meet the needs of an individual student involved either by virtue of the past experience and the student, ability to furnish a new experience for the student, training or any combination of the foregoing.
 - b. While seniority is not the controlling factor in selection, it will be one element to be considered and bargaining unit employees who have applied for a position but have not been offered employment will be placed on a substitute list to be called first for substituting in the Extended School Year Program. If the positions are not filled, applications will be accepted from other bargaining unit employees employed by the ESD.

Placement by the District pursuant to this paragraph is grievable to level 3, Superintendent, but shall not be arbitrable, nor subject to an unfair labor practice complaint for breach of contract.
 - c. For academic year employees employed during the summer, the District will pay the employees at one and one-half (1 ½) times their regular rate of pay. This is in lieu of vacation benefits, as is their right by contract. Notwithstanding the foregoing, academic year employees employed during the summer months for training purposes, or who have no contact with students during this period, will not be compensated at the time and a half rate, nor will they receive vacation benefits but will be paid at their regular rate of pay.

Article 12 – Seniority and Layoff

12.1 Definitions

1. Seniority shall be defined as follows:

- a. Classification Seniority: The total length of service within a job classification (job description) from the first date of service in the job classification.
- b. Category Seniority: The total length of service within a job category (group of classifications)
- c. District Seniority: The total length of continuous service within the District as a classified employee.
- d. For the purpose of computing seniority, all authorized leave of twelve (12) weeks or less and any additional paid leave shall be considered as time worked within the classification held at such time the leave was taken.
- e. At the time of hire, those employees with the same hire date shall draw lots to determine their placement on the seniority list for the purpose of layoff and recall. Those employees with the same hire date hired prior to the execution of this Agreement shall also draw lots to determine their placement on the seniority list for the purpose of layoff and recall. A copy of the placement determination shall be placed in the employee's personnel file.
- f. Employees who are laid off as a result of reduction in positions, and who are subsequently reinstated to the same position, shall retain their full seniority except for the period of layoff. Such employees shall be placed at the same step on the salary schedule as when they were laid off.

2. Total Compensation: Total annual salary plus insurance contribution.

3. Classification: A job description (e.g. Administrative Assistant I, Administrative Assistant II)

4. Category: A family of job descriptions (e.g. Administrative)

5. Region: Klamath/Lake County, Jackson/Josephine County, or Douglas County

6. Classifications and Category are outlined in Appendix A. New positions are placed in a category through the code level process.

12.2 Reduction in Force

1. As soon as the District determines it has become necessary to conduct a layoff, the District shall notify the Association. Reductions are made first by classification in the region. The employee with the least amount of CLASSIFICATION SENIORITY is scheduled for layoff.
2. The employee scheduled for layoff shall use CATEGORY SENIORITY to bump the employee in the classification (same or lower pay range) with the closest total compensation in the same category and region who has the least CLASSIFICATION seniority.
3. If the employee cannot bump using CATEGORY SENIORITY, then they shall bump using DISTRICT SENIORITY to bump the least senior (by classification seniority) employee in a classification the employee previously held in the region with the closest total compensation to what the employee currently holds.
4. An employee cannot improve their hours or total compensation through layoff/bumping.
5. Except in case of emergency, an employee subject to layoff shall be furnished written notice of impending layoff thirty (30) calendar days prior to the date of such layoff.
6. In order to bump, the District must determine that the employee meets the qualifications/special skills of the job in which they would be placed. The District shall be the sole judge of an employee's qualifications.
7. An employee may not choose layoff in lieu of new placement in region as a result of bumping.

12.3 Recall

1. When work forces again increase, employees shall be recalled in the inverse order in which they were laid off by region based upon classification seniority into the job classification held at the time the layoff process was initiated. In order to be recalled, the ESD must determine that the employee meets the qualifications/special skills of the job in which they would be placed. The District shall be the sole judge of an employee's qualifications. If two (2) employees have the same recall eligibility, the decision to recall will be based on documented performance.
2. Recalls are conducted by region. At the time of layoff an employee may request to be recalled to other regions. If they do, then they will be eligible for all regions, but will not be able to refuse a recall to a different region and remain on the recall list.
3. Notice of recall shall be by written notice, via certified return receipt mail to the most recent address on file with the District.
4. Employees who fail to respond as outlined in "a" or "b" below shall be considered to have waived their right to recall. The right to recall will terminate at the end of twenty-seven (27) months following the date of layoff.
 - a. Resign. In such event a written resignation shall be sent to the Superintendent's office.

- b. Fail to accept a recall within ten (10) working days of the date the notice of recall was mailed.
5. Should the twenty-seven (27) months expire without recall, bargaining unit members will be deemed to have resigned in good standing.
6. The District's recall list shall be reviewed at Labor-Management Meetings to verify those employees who have been recalled or removed from the list for any reason.

12.4 Rehire

An employee who has resigned and is rehired within one (1) year, within the same job classification, shall be placed at the same step on the salary schedule as when they resigned on the corresponding job code listing pertaining to that particular job classification. If the employee is rehired in a different job classification, the code and step level shall be the same as with new employees as to previous experience and additional steps allowed for experience within the ESD. The rehired employee will earn vacation and seniority as a new employee. Academic year employees who return after missing one (1) school year shall be covered by this article.

Article 13 – Discipline and Discharge

- 13.1 The Superintendent may dismiss, suspend without pay, reprimand, or otherwise discipline a classified employee for good cause. An employee may be suspended with pay for the period of time required to investigate and hold a hearing. In the event of flagrant misconduct of an employee which adversely affects the interest of the ESD, action by the Superintendent may be immediate.
- 13.2 For cases not involving employee misconduct or not involving gross or deliberate failure to carry out one's duty, a conference will be conducted with the employee by the immediate supervisor, and upon the employee's request a representative, methods of improvement will be suggested with time limits, and a written record placed in the employee's personnel file signed by both employee and supervisor, with a copy to the employee. If progress has not been made toward improvement(s) as provided above, within the time limitations set forth, the supervisor may, in writing recommend to the Superintendent that the employee be disciplined. The Superintendent may discipline the employee based on recommendations.
- 13.3 Any employee affected by this Article will be afforded procedural due process. The employee has the right to appeal the dismissal to a hearing by the District Board and to be accompanied by counsel. The decision of the District Board is final and binding.

Article 14 – Grievance Procedure

14.1 Definitions:

1. Grievance: A grievance is a claim of an alleged violation of this Agreement
2. Grievant: A grievant shall mean an employee subject to this Agreement, a group of employees subject to this Agreement, the Association, as applicable, presenting a grievance.
3. Days: The term “days” as used in this Article 14 shall mean calendar days.

14.2 PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise related to the interpretation and application of the provisions of this Agreement.
2. Nothing contained herein will be construed as limiting the right of the aggrieved party to discuss and attempt to resolve the matter informally with the responding party. In addition, nothing contained herein will be construed as limiting the right of any employee or group of employee or group of employees having grievance, to discuss and attempt to resolve the matter informally with any appropriate member of administration, and to have the grievance adjusted without intervention by the Association, providing that the adjustment is not inconsistent with the terms of this Agreement, that the Association shall be given the opportunity to be present at such adjustment and state its views on any grievance adjustment above level one.

14.3 1. Time Limits:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

2. Year End Grievance:

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year which could result in irreparable harm to a party of interest, the time limits set forth herein may be reduced by mutual written agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One: Informal

The aggrieved party will first discuss the grievance with the responding party with the objective of resolving the matter informally. The grievance must be presented within sixty (60) days of the occurrence of the alleged violation. Failure by the aggrieved party to present the grievance to the responding party within said time frame shall deem such grievance waived.

4. Level Two: Formal

If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered by the responding party within ten (10) days after presentation of the grievance at level one, the grievant may file with the responding party a formal written grievance. Such formal written grievance shall include the nature of such alleged violation, the date(s) the alleged violation occurred, the specific provision(s) of the Agreement alleged to have been violated, and the proposed remedy. Within ten (10) days after receipt of the written grievance the responding party will meet with the grievant and/or a representative of the District of Association, as appropriate, in an effort to resolve the grievance. The filing at this level must be within ten (10) days of the level one meeting or within ten (10) days of the date of the responding party's disposition, whichever is soonest.

5. Level Three

If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within ten (10) days after presentation of the grievance to the responding party at level two, the aggrieved party may refer the grievance to the Superintendent of the District or the chapter president or designee, as applicable. This referral shall be made within ten (10) days after the hearing at level two or within ten (10) days of the date of the responding party's disposition, or within ten (10) days from the date such disposition was due, whichever is soonest. Within ten (10) days after receipt of the grievance, the responding party will meet the grievant, and if the grievant so desires with a representative of the Association or District, as applicable, in an effort to resolve the grievance.

6. Level Four: Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance level three, or if no decision has been rendered within ten (10) days from the date of the level three meeting, the grievance may be advanced to final and binding arbitration. Such notice shall be from the chapter president or designee or the District Superintendent, or designee, as applicable and shall be within thirty (30) days after the receipt of the responding party's level three. If any question arises as to whether a particular dispute is arbitrable, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- b. Within ten (10) working days after notice of submission to arbitration, either party may request arbitration from the Employment Relations Board of the State of Oregon. The parties shall select the arbitrator from the list of seven (7) provided by ERB.
- c. The Arbitrator selected will confer with the representatives of the Superintendent and the Association, hold a hearing promptly, and will issue their decision not later than thirty (30) working days from the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and when proofs are submitted to them. The

Arbitrator's decision will be in writing and will set forth their finding of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall restrict their findings to the meaning, interpretation, and application of this Agreement and shall have no power to modify, delete, add or subtract from it. The decision of the Arbitrator will be submitted to the parties and will be final and binding upon the parties.

- d. The cost for the services of the Arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room will be borne equally by the parties. Costs of witnesses will be borne by the party incurring those costs.

14.4 Starting at level two through Arbitration, all grievances shall be presented and answered in writing. Failure by the grievant to forward a grievance in writing within time limits, except when mutually extended, shall constitute a waiver of the grievance. Failure by the responding party to answer a grievance in writing within the time limits, except when mutually extended, shall constitute a denial of the claim and will allow the grievant to proceed to the next step of the procedure, regardless of the nature of the grievance.

14.5 RIGHTS TO REPRESENTATION

1. Any grievant or group may be represented at all stages of the grievance procedure by themselves, or at their option, by an [Association](#) representative selected or approved by the Association or themselves.
2. No reprisals of any kind shall be taken by the District, the Association or its members, or against any person involved in the grievance.

14.6 MISCELLANEOUS

~~1. If a grievance affects a group of classified employees, is presented by the Association against the District, or by the District against the Association, the processing of such grievance shall be commenced at level three.~~

~~2.1.~~ 2.1. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

~~3.2.~~ 3.2. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

~~4.3.~~ 4.3. Any aggrieved party will be required to exhaust the grievance procedure set forth in this Article, including Arbitration.

~~5.4.~~ 5.4. For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to grievances and

Fair Dismissal proceedings, the Board shall permit an employee access to and the right to inspect and acquire copies of their personnel file and any other files or records of the Board which pertain to the employee only or any issue in the proceeding in question. A representative of the Association may accompany and assist the employee in this regard. Confidential letters of reference secured from sources outside the school system will be excluded from the materials available for the employee's inspection.

~~6.5.~~ This Article does not apply to the actions taken pursuant to Article 13, Discipline and Discharge, for which the sole remedy shall be as provided in that article.

~~7.6.~~ Election of Remedies

Taking a grievance to arbitration constitutes an election of remedy and is a waiver to any and all rights of the parties to litigate or otherwise contest the aggrieved subject matter in any court proceeding, provided such subject matter was within the arbitrator's authority.

Article 15 – Personnel Records

- 15.1 No evaluation, complaint or disciplinary action will be placed into an employee's personnel file without the employee being given a copy of the document. Usually, the District will verify the providing of the copy by obtaining the initials or signature on the file copy from the employee. The signature or initials of the employee only acknowledge receipt of the copy.
- 15.2 At the discretion of the Superintendent, the District agrees to remove and destroy warning notices, reprimands and similar notices in the employee's personnel file three (3) years after the date of the notice, unless similar documents are placed in the file in the interim.
- 15.3 Any employee shall have the right to respond to critical comments in their personnel file by having a written explanation of their point of view affixed to the document containing the critical comments.
- 15.4 Personnel File Inspection
1. Bargaining unit employees shall have the right to inspect their personnel file at any time mutually convenient to the employee and the District.
 2. Upon written authorization by the bargaining unit employee, and Association representative shall be permitted to examine and/or obtain copies of materials in a bargaining unit member's personnel file.
- 15.5 Prior to putting documents (except for general administrative and payroll related documents) into the employee's personnel file, the District will provide a copy to the employee for their review and the employee will sign the document indicating they have received a copy. If an employee refuses to sign the document the supervisor or their designee can sign indicating the employee refuses to sign but received a copy.

Article 16 – Mileage

16.1 Employees required in the course of their work to drive personal automobiles in their daily work schedule shall receive a car allowance equal to the IRS mileage reimbursement rate. This rate applies for all authorized District business.

Mileage will be computed for reimbursement as follows:

1. Reimbursement is set at the IRS rate which is in effect at the time such cost was incurred.
2. Mileage will be computed for reimbursement as follows:
 - a. Staff who have a designated “Work Base Location” will be reimbursed for District related travel mileage from the designated work base location to and from the work sites.

Commute mileage from home to the designated work base location will be determined. Commute mileage will not be reimbursed. Exceptions can be requested on a case by case basis.

When traveling from home directly to a work site, the commute mileage will be subtracted from total miles traveled for that work day. If the staff member left directly from home and returned to home at the end of the day, the round-trip commute mileage as determined in (b) will be subtracted from the submitted mileage for that day. If only one way was directly from/to home, then ½ of the round-trip commute mileage as determined in (b) will be subtracted.

- b. Staff who are designated as “Itinerant” will be reimbursed for mileage after arriving at the first work site they are assigned. Exceptions can be requested on a case by case basis.

Article 17 – Insurance Benefits

17.1 Benefits Coverage

The District agrees to contribute toward the primary medical, dental, vision and life insurance premium as described in this Article.

17.2 Eligibility

All regular classified staff (as defined in Article 2.1) shall be eligible for ESD contributions. Employees hired before the 16th of the month shall be eligible for the participation as of the first of the following month.

17.3 Benefit Contributions

For the period October 202~~20~~, through and including September 30, 202~~34~~¹, the District shall contribute up to the following tiered rate contribution caps to be used toward medical, vision and dental premiums

| | |
|----------------------------|--------------------|
| Family | \$ 2142 |
| Employee/Spouse | \$ 1497 |
| Employee/Child | \$ 1332 |
| Employee Only | \$ 692 |

~~For the period of October 1, 2021 through and including September 30, 2022, the ESD shall contribute up to the following tiered rate contribution caps to be used toward medical, vision, and dental premiums.~~

| | |
|-----------------|---------|
| Family | \$ 2003 |
| Employee/Spouse | \$ 1400 |
| Employee/Child | \$ 1241 |
| Employee Only | \$ 643 |

For the period of October 1, 2023 through and including September 30, 2024, The District shall contribute up to the following tiered rate contribution caps to be used toward medical, vision, and dental premiums.

| | |
|------------------------|---------------|
| <u>Family</u> | <u>\$2025</u> |
| <u>Employee/Spouse</u> | <u>\$1415</u> |
| <u>Employee/Child</u> | <u>\$1253</u> |
| <u>Employee only</u> | <u>\$651</u> |

The District and the Association agree to jointly establish and participate in an insurance Committee for the purpose of examining ways in which insurance costs can be controlled for both parties.

17.4 If an employee completes the current school year of service, the District shall continue to pay the above fringe benefits for the summer months.

[Package Proposal – District Proposal #23 May 24, July 11 2022 4:30 pm](#)

17.5 High Deductible Insurance Plan Incentive

For the period July 1, 202~~20~~²¹ through and including June 30, 202~~42~~⁴³, for any-bargaining unit member who elects a HSA qualifying plan offered by the District, the District shall contribute-\$100 per month into a Health Savings Account (HAS) for the employee.

Employees may also make pre-tax contributions to the HSA up to the maximum allowed by federal regulations.

17.6 Opt-Out Program

Employees who demonstrate that they have health insurance coverage under another employer-sponsored group medical plan and do not elect dental and vision plans offered by the District, may participate in the Opt-Out Program.

If an employee chooses to opt out of all insurance coverage, the District will contribute \$~~350~~ ³⁸⁵ per month for a total of \$~~4200~~ ⁴⁶²⁰ per plan year, towards any benefit Under the Section 125 plan with a maximum of \$600 per plan year going toward the Medical Expense Reimbursement plan. The employee may also choose to receive this contribution as taxable compensation.

If the opt-out language in any way violates the rules under the Affordable Healthcare Act or the IRS, the parties agree the opt-out provision shall be immediately corrected to an allowable limit.

A qualified employee is a bargaining unit member who opts-out of the SOESD offered Health, dental, and vision insurance plans.

Article 18 – Compensation

18.1 Classified personnel shall advance annually on July 1 to the next step of the adopted salary schedule if the employee's performance is rated satisfactory on the evaluation required by Board Policy.

The evaluation referred to as a part of this Agreement, which is required by Board policy, shall be performed prior to the effective date of the ensuing agreement. Personnel who have not previously been employed by the District shall serve a probationary period of six (6) months without reduction in pay from the established salary schedule.

18.2 Any employee performing the duties of two (2) or more classifications shall be compensated according to the percentage of time worked within each classification and upon the step or steps commensurate with the employee's experience and qualifications.

18.3 Salaries will be paid in accordance with the placement and salary schedules, effective July 1 of each year.

18.4 The salary schedule in an eight (8) step schedule. It is the intent for this schedule to remain an eight (8) step schedule, and this topic may be reopened for collective Bargaining only with the agreement of the Association and the ESD Board of Directors.

18.5 Longevity will be paid at the rate of step eight (8) plus one-and-one-half percent (1½%) For each year after the first year on step eight.

18.6 For ~~2020-2021~~ the salary schedule shall be increased by ~~4.5~~ 2%. ~~The wage increase shall be retroactive to July 1, 2020.~~

For ~~2021-2022~~ the salary schedule shall be increased by ~~2.0~~ 2.5%

18.7 For 2022-2023 and 2023-2024 the District shall pay a referral bonus of up to \$500 to any classified employee who's referral results in a successful hire in any SOESD position. Determination of referral status shall be at the sole discretion of the District.

18.8 For 2022-2023 and 2023-2024 the District shall pay a relocation allowance up to \$2,500. Determination of allowance shall be according to the following a geographical schedule determined by the District:; \$2,500 relocation (East Coast, outside of U.S.); \$2,000 (Western Region of U.S., Hawaii, Alaska); and \$1,00 (neighboring states, northern Oregon, Washington State).

18.9 Whatever HB 4030 funds are ultimately awarded to the District will be distributed evenly by the District to all District employees, with funds prorated by an employee's FTE. An employee is only entitled to a distribution if that employee has been employed six (6) or more continuous months with the District. Distributions to employees are subject to employer and employee payroll costs.

~~18.7~~

Package Proposal – District Proposal #23 May 24, July 11 2022 4:30 pm

~~18.109~~ The District will pay the employee portion of the PERS contribution at the rate of six percent (6%) for all eligible classified employees.

~~18.8~~

~~18.110~~ Assignment Out of Classification

If an employee is assigned to take on the essential functions of a position out of their job classification of an absent employee in a position of a higher code level for a period exceeding ten (10) consecutive working days, the employee's pay shall be adjusted upward to the higher classification rate at the employee's current step for the entire period the employee is required to work out of their classification.

~~18.9~~

~~18.112~~ Overtime Compensation

- a. Overtime shall be paid consistent with state and federal (FLSA) law.
- b. Prior to the assignment of anticipated overtime, supervisors shall consult with employees. If there is an undue hardship placed on the employee as a result of such overtime assignment, the employee may deny the assignment if there is less than seven (7) calendar days' notice.

~~18.10~~

~~8.132~~ Call Back Pay

Notwithstanding other provisions of the collective bargaining agreement, employees, who are called back to work once their shift has ended will receive a minimum of two (2) hours of compensation. Rate of compensation will be consistent with the employees' regular rate of pay and wage and hour laws.

~~18.11~~

~~18.143~~ Meal and Rest Breaks

Employees will be provided with fifteen (15) minute break. Lunch will be provided consistent with state and federal wage and hour laws.

~~18.12~~

~~18.154~~ Shift Changes

Prior to the change in an employee's shift the supervisor will consult with the employee. If there is an undue hardship on the employee as the result of the change in their shift the employee may deny the change in shift until they have received (7) calendar days' notice.

Article 19 – Early Retirement

- 19.1 The District will provide individuals who opt for early retirement full paid premiums for family hospital/medical coverage, equivalent to that furnished bargaining unit members, for a maximum of ten (10) years from the date of district retirement or until the member becomes eligible for Medicare, whichever comes first. This benefit is available to bargaining unit members who voluntarily apply and who are between the ages of fifty (50) and Medicare eligibility and have a minimum of fifteen (15) year of service with the District in a classified position and eligible for PERS retirement. If the insurer of bargaining unit members will not provide coverage for retirees, the District and the Association will bargain the impact.
- 19.2 This Article and benefit will not be applicable to bargaining unit members hired on or after July 1, 2000.

Article 20 - Bargaining for Job Description Placement

- 20.1 The District will notify the Chapter President of all job descriptions being considered for placement or change of placement on the Code Level. The Association will notify the District of job descriptions that need to be re-evaluated for placement on the code level.
- 20.2 The Joint Code Level Committee will be maintained to review changes in current job descriptions and their placement on the Code Level. The committee will also consider job descriptions and their placement on the Code Level of all new jobs. The committee shall be composed of six (6) members, with three (3) members appointed by the local chapter and three (3) appointed by the District.

Article 21 – Safety

The District Safety Committee shall include two (2) bargaining unit members, appointed by the Association.

Appendix A – Classified Job Categories

| Administrative/Support Staff | |
|--|--------------|
| Administrative Assistant to the Director | 13 |
| Administrative Assistant III | 11 |
| Bilingual/Biliterate Administrative Asst. III | 12 |
| Administrative Assistant II | 9 |
| Student Data Specialist | 8 |
| Media Materials Library Asst III | 8 |
| Administrative Assistant I | 8 |
| Media Materials Library Asst II | 7 |
| Media Materials Library Asst I | 6 |
| CET Departments Assistant | 5 |

| Attendance | |
|----------------------------|----|
| Lead Attendance Specialist | 13 |
| Attendance Specialist | 11 |

| Brailleists | |
|-----------------|-----------------|
| Lead Brailleist | 2017 |
| Brailleist III | 1815 |
| Brailleist II | 1613 |
| Brailleist I | 1411 |

| Business Services | |
|-------------------|----|
| Accountant | 13 |
| Accounting Clerk | 7 |

| Courier/Purchasing | |
|-----------------------------------|---------------|
| Lead Purchasing/Inventory Control | 12 |
| ER&M Mat/Inventory Control | 10 |
| Coop Purchasing/Inventory | 9 |
| Warehouse/Inventory Control Asst | 86 |
| Courier | 75 |

| Custodial/Maintenance | |
|--------------------------|---------------|
| Maintenance Custodian II | 9 |
| Maintenance Custodian | 87 |
| Custodian | 1 |

| EI/EAs | |
|---|-----------------|
| Early Intervention Teaching Associate | 1714 |
| Clinical EA | 13 |
| Early Intervention Teaching Asst III | 1211 |
| STEPS Plus Ed. Assistant | 1310 |
| Early Intervention Teaching Asst I | 109 |
| Ed Asst: Multiple & Severe Disabilities (STEPS) | 118 |
| Ed. Asst: ASD | 8 |
| Ed Asst w/ Basic Sign Language | 108 |

| Migrant Education | |
|---|-----------------|
| Migrant Parental Involvement Specialist | 1615 |
| Graduation Specialist | 1615 |
| Migrant PreSchool Specialist | 1514 |
| Migrant Ed Identification & Recruiting | 1310 |
| Recruiter II | 109 |

[Package Proposal – District Proposal #23 May 24, July 11 2022 4:30 pm](#)

| Repair & Maintenance | |
|----------------------------------|-----------------|
| Head Electric Technician | 2524 |
| Electrician: General Supervising | 2322 |
| Electrician: Gen. Journeyman | 2019 |
| Lead Electronic Technician | 1817 |
| Electronic Technician III | 1615 |
| Field Service Technician III | 1615 |
| Electronic Technician II | 1312 |
| Electronic Technician I | 109 |

| Sign Language Interpreters | |
|----------------------------|-----------------|
| Lead Interpreter | 2017 |
| Advanced Interpreter | 1815 |
| Interpreter | 1613 |
| Sign Language Facilitator | 1310 |

| Stand Alone Positions | |
|--|-----------------|
| CTE/STEAM Project Facilitator | 20 |
| Grow Your Own Facilitator | 20 |
| Child Care Provider Consultant | 17 |
| Child Care Resources Specialist | 14 |
| CCRN Inclusion Specialist | 18 |
| CCRN Network Quality Improvement Specialist | 14 |
| Early Learning Systems Facilitator | 19 |
| Family Intervention Specialist | 16 |
| Indian Education Facilitator | 1615 |
| Medicaid Specialist | 23 |
| Multi-Media Production Specialist | 10 |
| Prof-Tech Ed Development Specialist | 17 |
| ASD Assistant | 13 |
| SLP Assistant | 1711 |
| COTA/PTA | 20 |
| Transition Network Facilitator | 23 |
| Video Help Desk/Video Scheduler | 11 |
| YTP Transition Specialist | 13 |

| Technology | |
|---|----|
| Senior Network Engineer | 26 |
| Senior Software Developer | 26 |
| Senior System Analyst | 26 |
| Network Engineer III | 24 |
| Software Developer III | 24 |
| System Analyst III | 24 |
| Network Engineer II | 22 |
| Software Developer II | 22 |
| System Analyst II | 22 |
| Network Engineer I | 17 |
| Software Developer I | 17 |
| System Analyst I | 17 |
| Assistive Technology Support Specialist | 14 |
| Technology Assistant | 10 |

Appendix B1: 2020-2021 Hourly Compensation Schedule

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|---------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Code 1 | 9.68 | 10.11 | 10.58 | 11.08 | 11.58 | 12.12 | 12.69 | 13.28 |
| Code 2 | 10.11 | 10.58 | 11.08 | 11.58 | 12.12 | 12.69 | 13.28 | 13.89 |
| Code 3 | 10.58 | 11.08 | 11.58 | 12.12 | 12.69 | 13.28 | 13.89 | 14.53 |
| Code 4 | 11.08 | 11.58 | 12.12 | 12.69 | 13.28 | 13.89 | 14.53 | 15.20 |
| Code 5 | 11.58 | 12.12 | 12.69 | 13.28 | 13.89 | 14.53 | 15.20 | 15.89 |
| Code 6 | 12.12 | 12.69 | 13.28 | 13.89 | 14.53 | 15.20 | 15.89 | 16.63 |
| Code 7 | <u>\$13.59</u> | <u>\$14.22</u> | <u>\$14.88</u> | <u>\$15.56</u> | <u>\$16.28</u> | <u>\$17.02</u> | <u>\$17.81</u> | <u>\$18.63</u> |
| Code 7 | 12.69 | 13.28 | 13.89 | 14.53 | 15.20 | 15.89 | 16.63 | 17.39 |
| Code 8 | <u>\$14.22</u> | <u>\$14.88</u> | <u>\$15.56</u> | <u>\$16.28</u> | <u>\$17.02</u> | <u>\$17.81</u> | <u>\$18.63</u> | <u>\$19.48</u> |
| Code 8 | 13.28 | 13.89 | 14.53 | 15.20 | 15.89 | 16.63 | 17.39 | 18.18 |
| Code 9 | <u>\$14.88</u> | <u>\$15.56</u> | <u>\$16.28</u> | <u>\$17.02</u> | <u>\$17.81</u> | <u>\$18.63</u> | <u>\$19.48</u> | <u>\$20.38</u> |
| Code 9 | 13.89 | 14.53 | 15.20 | 15.89 | 16.63 | 17.39 | 18.18 | 19.03 |
| Code 10 | <u>\$15.56</u> | <u>\$16.28</u> | <u>\$17.02</u> | <u>\$17.81</u> | <u>\$18.63</u> | <u>\$19.48</u> | <u>\$20.38</u> | <u>\$21.33</u> |
| Code 10 | 14.53 | 15.20 | 15.89 | 16.63 | 17.39 | 18.18 | 19.03 | 19.91 |
| Code 11 | <u>\$16.28</u> | <u>\$17.02</u> | <u>\$17.81</u> | <u>\$18.63</u> | <u>\$19.48</u> | <u>\$20.38</u> | <u>\$21.33</u> | <u>\$22.30</u> |
| Code 11 | 15.20 | 15.89 | 16.63 | 17.39 | 18.18 | 19.03 | 19.91 | 20.82 |
| Code 12 | <u>\$17.02</u> | <u>\$17.81</u> | <u>\$18.63</u> | <u>\$19.48</u> | <u>\$20.38</u> | <u>\$21.33</u> | <u>\$22.30</u> | <u>\$23.33</u> |
| Code 12 | 15.89 | 16.63 | 17.39 | 18.18 | 19.03 | 19.91 | 20.82 | 21.78 |
| Code 13 | <u>\$17.81</u> | <u>\$18.63</u> | <u>\$19.48</u> | <u>\$20.38</u> | <u>\$21.33</u> | <u>\$22.30</u> | <u>\$23.33</u> | <u>\$24.40</u> |
| Code 13 | 16.63 | 17.39 | 18.18 | 19.03 | 19.91 | 20.82 | 21.78 | 22.78 |
| Code 14 | <u>\$18.63</u> | <u>\$19.48</u> | <u>\$20.38</u> | <u>\$21.33</u> | <u>\$22.30</u> | <u>\$23.33</u> | <u>\$24.40</u> | <u>\$25.54</u> |
| Code 14 | 17.39 | 18.18 | 19.03 | 19.91 | 20.82 | 21.78 | 22.78 | 23.85 |
| Code 15 | <u>\$19.48</u> | <u>\$20.38</u> | <u>\$21.33</u> | <u>\$22.30</u> | <u>\$23.33</u> | <u>\$24.40</u> | <u>\$25.54</u> | <u>\$26.72</u> |
| Code 15 | 18.18 | 19.03 | 19.91 | 20.82 | 21.78 | 22.78 | 23.85 | 24.94 |
| Code 16 | <u>\$20.38</u> | <u>\$21.33</u> | <u>\$22.30</u> | <u>\$23.33</u> | <u>\$24.40</u> | <u>\$25.54</u> | <u>\$26.72</u> | <u>\$27.94</u> |
| Code 16 | 19.03 | 19.91 | 20.82 | 21.78 | 22.78 | 23.85 | 24.94 | 26.09 |
| Code 17 | <u>\$21.33</u> | <u>\$22.30</u> | <u>\$23.33</u> | <u>\$24.40</u> | <u>\$25.54</u> | <u>\$26.72</u> | <u>\$27.94</u> | <u>\$29.23</u> |
| Code 17 | 19.91 | 20.82 | 21.78 | 22.78 | 23.85 | 24.94 | 26.09 | 27.29 |
| Code 18 | <u>\$22.30</u> | <u>\$23.33</u> | <u>\$24.40</u> | <u>\$25.54</u> | <u>\$26.72</u> | <u>\$27.94</u> | <u>\$29.23</u> | <u>\$30.58</u> |
| Code 18 | 20.82 | 21.78 | 22.78 | 23.85 | 24.94 | 26.09 | 27.29 | 28.54 |
| Code 19 | <u>\$23.33</u> | <u>\$24.40</u> | <u>\$25.54</u> | <u>\$26.72</u> | <u>\$27.94</u> | <u>\$29.23</u> | <u>\$30.58</u> | <u>\$31.98</u> |
| Code 19 | 21.78 | 22.78 | 23.85 | 24.94 | 26.09 | 27.29 | 28.54 | 29.85 |
| Code 20 | <u>\$24.40</u> | <u>\$25.54</u> | <u>\$26.72</u> | <u>\$27.94</u> | <u>\$29.23</u> | <u>\$30.58</u> | <u>\$31.98</u> | <u>\$33.43</u> |
| Code 20 | 22.78 | 23.85 | 24.94 | 26.09 | 27.29 | 28.54 | 29.85 | 31.21 |
| Code 21 | <u>\$25.54</u> | <u>\$26.72</u> | <u>\$27.94</u> | <u>\$29.23</u> | <u>\$30.58</u> | <u>\$31.98</u> | <u>\$33.43</u> | <u>\$34.99</u> |
| Code 21 | 23.85 | 24.94 | 26.09 | 27.29 | 28.54 | 29.85 | 31.21 | 32.66 |
| Code 22 | <u>\$26.72</u> | <u>\$27.94</u> | <u>\$29.23</u> | <u>\$30.58</u> | <u>\$31.98</u> | <u>\$33.43</u> | <u>\$34.99</u> | <u>\$36.59</u> |
| Code 22 | 24.94 | 26.09 | 27.29 | 28.54 | 29.85 | 31.21 | 32.66 | 34.16 |

| | | | | | | | | |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <u>Code 23</u> | <u>\$27.94</u> | <u>\$29.23</u> | <u>\$30.58</u> | <u>\$31.98</u> | <u>\$33.43</u> | <u>\$34.99</u> | <u>\$36.59</u> | <u>\$38.25</u> |
| Code-23 | 26.09 | 27.29 | 28.54 | 29.85 | 31.21 | 32.66 | 34.16 | 35.70 |
| <u>Code 24</u> | <u>\$29.23</u> | <u>\$30.58</u> | <u>\$31.98</u> | <u>\$33.43</u> | <u>\$34.99</u> | <u>\$36.59</u> | <u>\$38.25</u> | <u>\$40.01</u> |
| Code-24 | 27.29 | 28.54 | 29.85 | 31.21 | 32.66 | 34.16 | 35.70 | 37.36 |
| <u>Code 25</u> | <u>\$30.58</u> | <u>\$31.98</u> | <u>\$33.43</u> | <u>\$34.99</u> | <u>\$36.59</u> | <u>\$38.25</u> | <u>\$40.01</u> | <u>\$41.84</u> |
| Code-25 | 28.54 | 29.85 | 31.21 | 32.66 | 34.16 | 35.70 | 37.36 | 39.06 |
| <u>Code 26</u> | <u>\$31.98</u> | <u>\$33.43</u> | <u>\$34.99</u> | <u>\$36.59</u> | <u>\$38.25</u> | <u>\$40.01</u> | <u>\$41.84</u> | <u>\$43.79</u> |
| Code-26 | 29.85 | 31.21 | 32.66 | 34.16 | 35.70 | 37.36 | 39.06 | 40.87 |
| <u>Code 27</u> | <u>\$33.43</u> | <u>\$34.99</u> | <u>\$36.59</u> | <u>\$38.25</u> | <u>\$40.01</u> | <u>\$41.84</u> | <u>\$43.79</u> | <u>\$45.81</u> |
| Code-27 | 31.21 | 32.66 | 34.16 | 35.70 | 37.36 | 39.06 | 40.87 | 42.77 |
| <u>Code 28</u> | <u>\$34.99</u> | <u>\$36.59</u> | <u>\$38.25</u> | <u>\$40.01</u> | <u>\$41.84</u> | <u>\$43.79</u> | <u>\$45.81</u> | <u>\$47.89</u> |
| Code-28 | 32.66 | 34.16 | 35.70 | 37.36 | 39.06 | 40.87 | 42.77 | 44.72 |
| <u>Code 29</u> | <u>\$36.59</u> | <u>\$38.25</u> | <u>\$40.01</u> | <u>\$41.84</u> | <u>\$43.79</u> | <u>\$45.81</u> | <u>\$47.89</u> | <u>\$50.11</u> |
| Code-29 | 34.16 | 35.70 | 37.36 | 39.06 | 40.87 | 42.77 | 44.72 | 46.78 |
| <u>Code 30</u> | <u>\$38.25</u> | <u>\$40.01</u> | <u>\$41.84</u> | <u>\$43.79</u> | <u>\$45.81</u> | <u>\$47.89</u> | <u>\$50.11</u> | <u>\$52.41</u> |
| Code-30 | 35.70 | 37.36 | 39.06 | 40.87 | 42.77 | 44.72 | 46.78 | 48.93 |

Appendix B2: 2021-2022 Hourly Compensation Schedule

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <u>Code 1</u> | <u>9.92</u> | <u>10.36</u> | <u>10.85</u> | <u>11.35</u> | <u>11.87</u> | <u>12.42</u> | <u>13.00</u> | <u>13.61</u> |
| Code-2 | 10.36 | 10.85 | 11.35 | 11.87 | 12.42 | 13.00 | 13.61 | 14.23 |
| <u>Code 3</u> | <u>10.85</u> | <u>11.35</u> | <u>11.87</u> | <u>12.42</u> | <u>13.00</u> | <u>13.61</u> | <u>14.23</u> | <u>14.89</u> |
| Code-4 | 11.35 | 11.87 | 12.42 | 13.00 | 13.61 | 14.23 | 14.89 | 15.58 |
| <u>Code 5</u> | <u>11.87</u> | <u>12.42</u> | <u>13.00</u> | <u>13.61</u> | <u>14.23</u> | <u>14.89</u> | <u>15.58</u> | <u>16.29</u> |
| Code-6 | 12.42 | 13.00 | 13.61 | 14.23 | 14.89 | 15.58 | 16.29 | 17.04 |
| <u>Code 7</u> | <u>\$13.86</u> | <u>\$14.51</u> | <u>\$15.18</u> | <u>\$15.87</u> | <u>\$16.61</u> | <u>\$17.36</u> | <u>\$18.16</u> | <u>\$19.00</u> |
| Code-7 | 13.00 | 13.61 | 14.23 | 14.89 | 15.58 | 16.29 | 17.04 | 17.83 |
| <u>Code 8</u> | <u>\$14.51</u> | <u>\$15.18</u> | <u>\$15.87</u> | <u>\$16.61</u> | <u>\$17.36</u> | <u>\$18.16</u> | <u>\$19.00</u> | <u>\$19.87</u> |
| Code-8 | 13.61 | 14.23 | 14.89 | 15.58 | 16.29 | 17.04 | 17.83 | 18.64 |
| <u>Code 9</u> | <u>\$15.18</u> | <u>\$15.87</u> | <u>\$16.61</u> | <u>\$17.36</u> | <u>\$18.16</u> | <u>\$19.00</u> | <u>\$19.87</u> | <u>\$20.79</u> |
| Code-9 | 14.23 | 14.89 | 15.58 | 16.29 | 17.04 | 17.83 | 18.64 | 19.50 |
| <u>Code 10</u> | <u>\$15.87</u> | <u>\$16.61</u> | <u>\$17.36</u> | <u>\$18.16</u> | <u>\$19.00</u> | <u>\$19.87</u> | <u>\$20.79</u> | <u>\$21.76</u> |
| Code-10 | 14.89 | 15.58 | 16.29 | 17.04 | 17.83 | 18.64 | 19.50 | 20.41 |

| | | | | | | | | |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Code 11 | \$16.61 | \$17.36 | \$18.16 | \$19.00 | \$19.87 | \$20.79 | \$21.76 | \$22.75 |
| Code 11 | 15.58 | 16.29 | 17.04 | 17.83 | 18.64 | 19.50 | 20.41 | 21.34 |
| Code 12 | \$17.36 | \$18.16 | \$19.00 | \$19.87 | \$20.79 | \$21.76 | \$22.75 | \$23.80 |
| Code 12 | 16.29 | 17.04 | 17.83 | 18.64 | 19.50 | 20.41 | 21.34 | 22.33 |
| Code 13 | \$18.16 | \$19.00 | \$19.87 | \$20.79 | \$21.76 | \$22.75 | \$23.80 | \$24.89 |
| Code 13 | 17.04 | 17.83 | 18.64 | 19.50 | 20.41 | 21.34 | 22.33 | 23.35 |
| Code 14 | \$19.00 | \$19.87 | \$20.79 | \$21.76 | \$22.75 | \$23.80 | \$24.89 | \$26.05 |
| Code 14 | 17.83 | 18.64 | 19.50 | 20.41 | 21.34 | 22.33 | 23.35 | 24.44 |
| Code 15 | \$19.87 | \$20.79 | \$21.76 | \$22.75 | \$23.80 | \$24.89 | \$26.05 | \$27.26 |
| Code 15 | 18.64 | 19.50 | 20.41 | 21.34 | 22.33 | 23.35 | 24.44 | 25.57 |
| Code 16 | \$20.79 | \$21.76 | \$22.75 | \$23.80 | \$24.89 | \$26.05 | \$27.26 | \$28.50 |
| Code 16 | 19.50 | 20.41 | 21.34 | 22.33 | 23.35 | 24.44 | 25.57 | 26.74 |
| Code 17 | \$21.76 | \$22.75 | \$23.80 | \$24.89 | \$26.05 | \$27.26 | \$28.50 | \$29.81 |
| Code 17 | 20.41 | 21.34 | 22.33 | 23.35 | 24.44 | 25.57 | 26.74 | 27.97 |
| Code 18 | \$22.75 | \$23.80 | \$24.89 | \$26.05 | \$27.26 | \$28.50 | \$29.81 | \$31.19 |
| Code 18 | 21.34 | 22.33 | 23.35 | 24.44 | 25.57 | 26.74 | 27.97 | 29.26 |
| Code 19 | \$23.80 | \$24.89 | \$26.05 | \$27.26 | \$28.50 | \$29.81 | \$31.19 | \$32.62 |
| Code 19 | 22.33 | 23.35 | 24.44 | 25.57 | 26.74 | 27.97 | 29.26 | 30.60 |
| Code 20 | \$24.89 | \$26.05 | \$27.26 | \$28.50 | \$29.81 | \$31.19 | \$32.62 | \$34.10 |
| Code 20 | 23.35 | 24.44 | 25.57 | 26.74 | 27.97 | 29.26 | 30.60 | 31.99 |
| Code 21 | \$26.05 | \$27.26 | \$28.50 | \$29.81 | \$31.19 | \$32.62 | \$34.10 | \$35.69 |
| Code 21 | 24.44 | 25.57 | 26.74 | 27.97 | 29.26 | 30.60 | 31.99 | 33.48 |
| Code 22 | \$27.26 | \$28.50 | \$29.81 | \$31.19 | \$32.62 | \$34.10 | \$35.69 | \$37.32 |
| Code 22 | 25.57 | 26.74 | 27.97 | 29.26 | 30.60 | 31.99 | 33.48 | 35.01 |
| Code 23 | \$28.50 | \$29.81 | \$31.19 | \$32.62 | \$34.10 | \$35.69 | \$37.32 | \$39.01 |
| Code 23 | 26.74 | 27.97 | 29.26 | 30.60 | 31.99 | 33.48 | 35.01 | 36.60 |
| Code 24 | \$29.81 | \$31.19 | \$32.62 | \$34.10 | \$35.69 | \$37.32 | \$39.01 | \$40.81 |
| Code 24 | 27.97 | 29.26 | 30.60 | 31.99 | 33.48 | 35.01 | 36.60 | 38.29 |
| Code 25 | \$31.19 | \$32.62 | \$34.10 | \$35.69 | \$37.32 | \$39.01 | \$40.81 | \$42.68 |
| Code 25 | 29.26 | 30.60 | 31.99 | 33.48 | 35.01 | 36.60 | 38.29 | 40.04 |
| Code 26 | \$32.62 | \$34.10 | \$35.69 | \$37.32 | \$39.01 | \$40.81 | \$42.68 | \$44.66 |
| Code 26 | 30.60 | 31.99 | 33.48 | 35.01 | 36.60 | 38.29 | 40.04 | 41.90 |
| Code 27 | \$34.10 | \$35.69 | \$37.32 | \$39.01 | \$40.81 | \$42.68 | \$44.66 | \$46.73 |
| Code 27 | 31.99 | 33.48 | 35.01 | 36.60 | 38.29 | 40.04 | 41.90 | 43.84 |
| Code 28 | \$35.69 | \$37.32 | \$39.01 | \$40.81 | \$42.68 | \$44.66 | \$46.73 | \$48.85 |
| Code 28 | 33.48 | 35.01 | 36.60 | 38.29 | 40.04 | 41.90 | 43.84 | 45.83 |
| Code 29 | \$37.32 | \$39.01 | \$40.81 | \$42.68 | \$44.66 | \$46.73 | \$48.85 | \$51.11 |
| Code 29 | 35.01 | 36.60 | 38.29 | 40.04 | 41.90 | 43.84 | 45.83 | 47.95 |
| Code 30 | \$39.01 | \$40.81 | \$42.68 | \$44.66 | \$46.73 | \$48.85 | \$51.11 | \$53.45 |
| Code 30 | 36.60 | 38.29 | 40.04 | 41.90 | 43.84 | 45.83 | 47.95 | 50.15 |

Execution of Signatures

Executed this _____ day of _____, 20221, at Medford, Oregon, by the undersigned officers of the Board of Directors, Southern Oregon Education Service District, Jackson County, Oregon, and by the undersigned representatives of the Southern Oregon Education Service District Chapter #104 of the Oregon School Employees Association.

SOUTHERN OREGON EDUCATION SERVICE DISTRICT

Rosie Converse ~~Annie Valtierra-Sanchez~~, Board Chair

Date

Scott Beveridge, Superintendent

Date

SOUTHERN OREGON CHAPTER #104, OSEA

Gabe Gilham, President Chapter #104

Date

Melissa Sacaglione ~~Susan Greeley~~, OSEA Field Representative

Date