

**Article 1 - Recognition**

A. The Board recognizes the Association as the exclusive bargaining representative for all regular full-time and regular part-time classified employees employed by the District. Further, it recognizes that all supervisors, confidential employees, substitutes, and/or temporary employees are specifically excluded from the bargaining unit, as determined by the Employment Relations Board (ERB).

B. For the purpose of this paragraph, substitute employees are those irregular employees called in to replace regular employees who are sick or on an excused absence.

For the purpose of this paragraph, temporary employees are those irregular employees hired for a specific period of time, not to exceed sixty-five (65) continuous workdays (e.g., summer help, or any specific job, and cannot be repeated).

An employee hired for a new position involving a special needs child, or as a result of class size relief, may be hired for the balance of the school year with all benefits of the contract except seniority, layoff and recall. Should that employee be rehired by the District the following school year in the same position, their original hire date shall be that of their first balance-of-the-year date of hire, and layoff and recall benefits will not apply so long as the original reason for employment continues to exist.

D. Beginning in March of each school year, the district may identify new job openings as "balance of the year" if there is a possibility that the job may not be carried forward to the new school year. The district will notify the Association and the job shall be considered temporary. Should an extension of the sixty-five (65) days be needed to complete the school year, the Association and the District shall negotiate that extension.

E. The above recognition of the right of the Association to represent the classified employees in negotiations with the Board is not to be construed as obligating the Board in any way to continue any functions or policies; however, the Board agrees to confer and ask for input from the Association on matters of policy affecting the classified school employees. The Board reserves the right to create, combine, or eliminate any positions as, in its judgment, is deemed necessary, unless specifically nullified by this Agreement.

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**Article 2 – District Rights**

A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Board retains all its customary, usual, and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the district or any part of the district. The rights of the employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement and applicable law. The Board retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement or applicable law.

B. Nothing in this Agreement shall require the District to continue in existence any of its present programs.

In the event the District considers the option of contracting out any bargaining unit work, the District will notify the Association of said consideration at least ninety (90) days prior to implementation. The District agrees to bargain the decision with the Association during that 90-day period.

If, after such bargaining over the decision (if any is requested by the Association), the District decides to contract out, the District shall enter into good faith bargaining with the Association over the impact to the employees of the decision. It is understood that the District may implement its decision thirty (30) days following final Board action regardless of the status of impact bargaining.

C. Notwithstanding the above, the District shall inform the employee of any action which results in a reduction in staff prior to that decision.

D. The District email system shall be considered an official form of communication for departmental, District and school business. Employees with daily access to a computer at work are expected to have an up-to-date District email account and to check it regularly for departmental, District and school communications.

The Association and the District will jointly identify those employees not having daily access to a District email account.

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**Article 3 – Physical Examination**

A. The district will pay the cost of required physical examinations, including EKG's and eye examinations if required. The District will establish standards for such physicals and may recommend the physician to be used. If the employee chooses to have the physical exam conducted by a physician other than the one recommended by the District, the District shall only be obligated to pay the amount it would have paid to the recommended physician. Any charges beyond that are the responsibility of the employee.

B. When an employee chooses to have the physical examination performed by a physician of the employee's choice, the District may require a second opinion by a doctor of the District's choice. In such case, the District will pay the cost for the second opinion.

If the employee wishes to know the reasons for a second opinion, a meeting will be scheduled with the supervisor to have the decision explained.

C. Drug and alcohol testing shall be done in accordance with state and federal law, and district policies GBEC and GBEDA.

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**Article 6 - Unpaid Leaves of Absence**

- A. Unpaid Medical Leave  
Employees who have exhausted all paid leave and statutory leave may be granted an unpaid medical leave of absence of up to one (1) year at the discretion of the District.  
It is understood the employee must provide medical verification of the need for such leave and a medical release prior to his/her return to work.
- B. Short Term Leave of Absence  
Once each school year, an employee may request a short term leave of absence without pay for up to ten (10) days providing:
1. The employee makes the request at least ten (10) days prior to the leave, except in an emergency.
  2. The leave is not used for employment purposes.
  3. The leave is not used for vacation purposes.
- C. Long Term Unpaid Leave of Absence  
The District, at its sole discretion, may grant long-term non-medical leaves of absence of up to one (1) year. Employees must apply at least sixty (60) days prior to the start of such leave, except in the case of emergencies, and shall return on the mutually-agreed-upon return date unless the leave is extended in writing by the District. Replacement employee(s) shall be employed on a temporary contract and shall have no rights to recall. Persons on unpaid leaves shall not accumulate seniority for the period of leave.
- D. Military Leave  
The District will follow all applicable state and federal laws regarding military leave.

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**Article 10 - Vacations**

A. The following schedule shall be implemented for all regular classified employees. To establish a fiscal year of July 1 to June 30, all employees who are hired during the work year will have vacation days prorated during the first year of employment from the time of hire to July 1. Thereafter;

**B. Years of service**

with the district	1-5	6	7	8	9	10	11	12	13	14
Working: 12 month	11	12	13	14	15	16	17	18	19	20
195 days or more	10	11	12	13	14	15	16	17	18	
194 days or less	10	11	12	13	14	15	16	17		

C. Actual use of vacation shall be worked out mutually between the supervisor and the employee that best fits the work schedule of the district. If an employee believes that his/her supervisor is acting in an arbitrary manner regarding the scheduling of vacation, the employee may appeal to the Executive Director of Human Resources or the Director of Business Services. If the issue is not resolved at that level, the employee may appeal to the Superintendent, whose decision shall be final.

D. Vacation time that is due a twelve (12)-month employee and is unused by August 30 may be carried over into the next school year. The maximum amount to be carried over shall be ten (10) days. Vacation days not able to be used by the employee due to District required needs may be paid, leaving a balance of ten days to be carried over.

E. Vacation pay for less than twelve (12)-month employees will be computed and paid as follows:  
Number of hours normally worked during the day, multiplied by the number of days vacation earned/accumulated, multiplied by the employee's hourly rate. This will be paid with a vacation check in June. This benefit will be reduced over a six year period as follows:

Year	Reduction	Total Pay Out
2012-13	15%	85%
2013-14	15%	70%
2014-15	15%	55%
2015-16	15%	40%
2016-17	15%	25%
2017-18	25%	0*

\*Vacation pay for less than twelve (12)-month employees shall be eliminated effective June 1, 2018.

F. The benefits described in Article 10 are not available to new less than twelve (12) months employees hired after July 1, 2012.

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**Article 11 - Work Time**

A. Workweek

The standard workweek for Reynolds School District commences at 12:01 A.M. Sunday, and concludes at 12:00 midnight Saturday. The work time for regular full-time classified employees (1.0 FTE) shall consist of forty (40) hours of work during the five (5) consecutive days within the workweek.

B. Workday

The work shift for an employee begins at the assigned time. Time needed for parking, walking to the work area, etc. should be taken prior to the official shift start time.

An involuntary permanent change in shift assignment shall not occur without five days written notice except in the event of an emergency or a change in special education enrollment or placement.

C. Work Year

Work calendars for each classification shall be available on the District website. The District will make calendars for the following year available by the last student contact day. The work year for classified employees shall be scheduled by the District with the following provisions:

1. Secretarial/clerical and maintenance/custodial positions shall work a regular established work year.

2. Educational assistants and media assistants shall work the academic calendar year, plus a total of three (3) days used before or after the academic year.

The District can require additional days to be worked for in-service purposes, other necessary work, etc. Such additional days shall be submitted by time card.

3. Transportation, food services, lunchroom assistants, crossing guards and campus monitors shall work the academic calendar, plus district required in-service days.

4. When an employee works beyond the school year for the District, the employee shall accrue and be eligible to use sick leave in accordance with state law.

5. Two classified employees shall be appointed by the Association to serve on the district academic calendar committee.

6. For the term of this agreement only, the District will guarantee the following days before or after the student school year (additional days may be added by the District):

1 Food Services - Two days  
2 Assistants (as specified in paragraph C. 2.) - Three days  
3 Transportation - Two days, one for in-service prior to the student school year and one day  
4 up to eight hours which may be used any time during the school year for the eight hours  
5 of class time required for the School Bus Certificate.  
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7 D. Lunch Period

8 Each regular full-time classified employee working over four and one-half (4 1/2)  
9 consecutive hours shall have scheduled an uninterrupted lunch period of not less than  
10 one-half (1/2) hour nor more than one (1) hour as agreed upon with the supervisor. Such  
11 lunch period shall not be credited as time worked for any purpose and shall not be paid  
12 time. The lunch period shall be scheduled by the supervisor as nearly as is practicable to  
13 mid shift.  
14

15 Upon mutual agreement of the employee and his/her supervisor, the employee may work  
16 a full shift without a lunch period.  
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18 For traveling employees, modest travel (such as to a nearby school or eating facility)  
19 shall be allowed, but the travel time shall be included within the lunch period.  
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21 E. Callback Time

22 An employee called back to work shall receive overtime pay with a guaranteed minimum  
23 of two (2) hours at time and one-half for the work for which s/he is called back. This  
24 provision only applies when callback results in hours which are not annexed  
25 consecutively to one end or the other of the working day or working shift. This provision  
26 does not apply to scheduled overtime, call-in times annexed to the beginning of the work  
27 shift, or holdover time annexed to the end of the work shift or workday.  
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29 F. Rest Period

30 Each employee shall receive a fifteen (15) minute break coming as close as practical in  
31 the supervisor's judgment to the middle of a four (4)-hour period. Such break period  
32 shall be designated by the appropriate supervisor.  
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34 G. Work Site Attendance

35 Travel within the district on district time and/or with district vehicles is specifically  
36 limited to assigned job-related needs. The only slight exception to this shall be the  
37 modest travel allowance listed in D. above for lunch periods. Employees leaving their  
38 work site during the assigned time without express permission shall be considered in  
39 violation of this article. This includes, but is not limited to being in district vehicles  
40 assigned to other personnel, being at other job sites, etc.  
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**Article 12 - Association Rights**

A. Bulletin Boards

The Board agrees to provide the Association with reasonable bulletin board space for the use of the Association in communicating with employees. Such bulletin board space shall be made available in any building where bulletin boards presently exist and where regular classified employees are working.

B. Use of School Buildings

The Association and its representatives shall have the right of access to school buildings, providing there is not interference with any school or community program, and providing that custodial staff is on duty. The principal of the building in question shall be given advance request for the use of the building. If the request is denied, the denial shall be accompanied by a written explanation. The Association agrees to reimburse the district for any actual expenses incurred during building use.

C. Use of Equipment

The Union shall have the right to use District facilities and equipment including computers and installed software, e-mail service, fax machines, typewriters, other duplicating equipment, calculating machines, and other types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Union shall supply its own paper when making copies and pay the reasonable cost of any other materials and supplies incidental to such use and for any repairs necessitated as a result thereof. The District e-mail service may be used for notification of members regarding meetings, Union announcements or a non-political nature and communicating with the Reynolds administration. Any other use of e-mail will be subject to advance approval of the District.

D. Staff Lounge/Staff Meetings

The District recognizes the contribution of classified employees to the educational process and, therefore, agrees that all employees shall have equal access to the use of facilities provided for the building staff. Likewise, all meetings called for the purpose of disseminating information which applies to classified employees, shall include the affected classified staff.

E. Property Loss:

When the District requires an employee to furnish their own property or tools for District work, the District shall reimburse employees for loss of such tools under the following circumstances:

1. The property stolen was accessed by the use of forcible entry on a locked container or as a result other illegal activity.
2. The employee has filed an inventory of such tools with the appropriate Maintenance, Operations or Transportation supervisor.

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3.The employee has cooperated with the District in its investigation and resolution of any reported loss.

Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance reimbursement. Reimbursement shall not be made for losses less than twenty-five dollars (\$25.00) and shall not be made when carelessness or negligence on part of the employee was evident nor if unattended tools are missing.

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**Article 13 - Personnel Records**

A. Confidential Personnel Files

The official files on classified employees are confidential and as such shall be available for inspection only in accordance to district policy relating to personnel files. No information of a critical nature (i.e., a warning, reprimand, evaluation, parental complaint, etc.) may be placed in an employee's personnel file unless the employee has had an opportunity to review the material and sign or initial the copy to be filed. It is understood that the employee's signature may not indicate agreement. A copy shall be furnished to the employee.

B. File Review

An employee shall have the right to review, by prior appointment, all materials in his/her personnel file. The District agrees that the use of reprimands, warnings, etc., already placed in the personnel file shall be weighed against the passage of time, the seriousness of the offense and the employee's work record since the placement of the materials. If the District and Association mutually agree, records of minor offenses may be removed from the personnel file after a period of time if the removal is not in conflict with state law or archival regulations. The employee must request the removal of such records.

C. Written Attachments

The employee shall, at the time of review of materials as provided for in paragraph A hereof, or within ten (10) calendar days thereafter, be allowed to attach for inclusion in the file written comments.

D. Use of Materials in Files

Materials placed in the personnel file of an employee without conforming with the provisions of this article will not be used by the District in any disciplinary proceedings involving the employee.

E. Evaluations

All employees shall be given a written evaluation at least annually. The information in the evaluation shall be reviewed with the employee in an individual conference with the appropriate supervisor.

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5 **Article 14 - Seniority/Layoff/Recall**  
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7 A. Seniority

8 Seniority shall be defined as the total length of service within the District and within the job  
9 classification as a classified employee. For the purpose of computing seniority, all authorized  
10 leave shall be considered as time worked, with the exception of unpaid leave.  
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12 Upon request from the OSEA association president, the District shall provide the Association  
13 with a seniority list specifying names, hire dates and divided by classification group.  
14

15 B. Classification groups

16 Classification groups in this agreement shall mean those as listed in Appendix A. Within each  
17 classification, employees may not bump into jobs on a higher range. Classifications may be  
18 modified during the course of this agreement by mutual agreement of the Association and the  
19 District.  
20

21 C. Basis for Reduction

22 In the event the Board, at its discretion, determines that a reduction in force is appropriate, regular  
23 classified employees upon thirty days written notification shall be laid off within district-wide  
24 classification groups on the basis of seniority and qualifications. In the event two or more  
25 employees working in the same classification group and having the same job description are  
26 judged by the District to be equally qualified, the employee with the greater seniority shall be  
27 retained.  
28

29 D. Bumping

30 If an employee, who is notified of layoff, has previously served in another classification group  
31 and possesses greater District seniority than an employee in that classification group, the  
32 employee scheduled for layoff shall be permitted to bump the less senior employee, provided the  
33 employee remains qualified, according to the job description, for the position being bumped into.  
34

35 E. Recall

36 Recall will be based on the same points as those enumerated in paragraph C. An employee who  
37 is laid off shall remain on the recall list for twenty-seven (27) months unless the employee:  
38

- 39 1. Waives his/her recall rights verbally or in writing.
- 40
- 41 2. Fails to accept recall to a substantially equivalent position. (Substantially  
42 equivalent shall mean within 80% of the rate of pay and the same number of  
43 hours per day of the position previously held or the same rate of pay and at least  
44 80% of the hours.
- 45
- 46 3. Fails to report for work within ten (10) business days of the time the notice was  
47 mailed by certified mail.  
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1 Any employee who has bumped into another position in accordance with paragraph D shall have  
2 the right to return to his/her original classification group in line with his/her seniority in that  
3 classification group.  
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5 F. Benefits

6 All earned benefits to which the employee was entitled at the time of layoff shall be restored to  
7 him/her upon his/her return to the District.  
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9 G. Insurance Coverage

10 The District shall extend coverage under its medical program provided for in Article 4, for the  
11 balance of the layoff to permanent and probationary employees who are laid off. The District will  
12 pay the cost of such medical premiums during the first month following such layoff, and such  
13 coverage may be continued by the employee under the Comprehensive Omnibus Budget  
14 Reduction Act (COBRA) provided the employee pays the premium. Employees who accept other  
15 employment shall not be eligible for the extension of group insurance coverage if they are offered  
16 medical insurance by the new employer.  
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18 H. Hiring Restrictions

19 The District agrees that no new employees shall be hired for specific positions within the  
20 bargaining unit during the period of employee layoff so long as there is an employee laid off who  
21 had previously held that type of position.  
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23 I. Reduction of Hours

24 An employee who has had a reduction of hours equivalent to more than 20% over the course of  
25 the contract, shall have the right to be placed in a position that maintains their hours, as close as  
26 possible, to the same level of hours held prior to the reduction, provided that such a position  
27 exists. Such a placement may require bumping of a less senior employee.  
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**Article 15 - Association Dues**

A. Any regular classified employee who is a member of the Association or who has applied for membership may sign a dues deduction statement, provided by the Association, for authorization of an automatic payroll deduction.

B. As provided in ORS 243.650, the Association shall continue to assess an amount equal to the Association dues, per month the employee works, to be paid to the Association or to a charitable organization, provided evidence of a bonafide religious objection to the Association is furnished as outlined in ORS 243.666. This assessment is to defray the cost of representation and negotiations from the individuals who are not members of the Association.

C. Notwithstanding the above, all other provisions of ORS 243.666 shall remain in full force and effect.

  
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**Article 16 - Strike and Work Stoppage**

- A. In consideration of the terms of this agreement, neither the chapter nor the personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the length of this contract. The chapter and personnel will act in conformance with the provisions of the Oregon law governing strikes. In the event of a teacher's strike, there shall be no replacement of classified employees. Adjustments in work schedule or duties due to strike shall not be deemed a lockout. In consideration for which, employees will continue to report for work where scheduled or be deemed on strike in violation of this agreement.
- B. In the event that any employee or employees in the bargaining unit violates paragraph A above, the District shall serve notice to the Association and the employee or employees of the violation. Employees not returning promptly to work after notice may be disciplined which could result in dismissal following due process.
- C. The District agrees that the employees within the bargaining unit shall not be locked out from performing their duties with the District during the life of this Agreement. Adjustments in work schedules or duties due to a strike shall not be considered a lockout.

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March 16, 2017  
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**Article 17 - Separability**

If any provision of this Agreement is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby; and upon request of either the Board or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.

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**Article 18 - Funding**

The parties recognize that all revenue needed to fund the compensation provided by this agreement must be approved by the established budget procedures and is dependent on revenue received from all sources.

All such compensation is, therefore, contingent upon sources of revenue sufficient to fund the economic provisions of this agreement. The District will not reduce the compensation specified in this Agreement because of budgetary limitations unless the compensation is renegotiated with the Association, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

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1 b. Following the expiration of the corrective period, the supervisor, the  
2 employee and his/her Association representative (and other attendee(s) upon  
3 mutual prior agreement with the District), if he/she so chooses, shall meet to  
4 discuss the employee's progress or lack thereof towards the expected  
5 improvements. The supervisor will notify the employee of the decision to  
6 recommend continued employment or dismissal provided nothing will preclude a  
7 supervisor, at his/her discretion, from continuing the employee's assisted status,  
8 if, in his/her judgment, positive but less than full improvement has been shown.  
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10 4. In accordance with ORS 332.544, any classified employee who has been  
11 demoted or dismissed shall be entitled to a hearing before the school board if a  
12 written request is filed with the Board within fifteen (15) calendar days of the  
13 dismissal or demotion.  
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15 B. Administrative Leave

16 1. The employee may be suspended immediately with pay from employment with  
17 the district until charges are investigated by the Executive Director of Human Resources  
18 or his/her designee, and a decision is made to continue or to discontinue that employee's  
19 employment. If the employee is cleared of the charges, said employee shall be reinstated  
20 without loss of pay or accrued benefits.  
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22 2. If the charges are upheld, the termination day shall be the date that the  
23 Superintendent or designee takes final action to terminate the individual's employment.  
24 If the District determines that the charges do not warrant termination, a less severe  
25 discipline measure may be taken.  
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5 **Article 19 – Discipline, Dismissal, and Performance**  
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7 **A. Dismissal and Discipline**

8 Employees will be made aware of all District policies and/or procedures where applicable that  
9 could cause an employee to suffer disciplinary action. No employee covered by this Agreement  
10 shall be disciplined without due process. For the purpose of this Article, discipline shall include  
11 verbal warnings, written warnings and reprimands placed in the employee's personnel file,  
12 suspension, demotion, and discharge (including suspension and discharge for performance  
13 reasons). In addition, prior to administering discipline, the District will conduct a full and fair  
14 inquiry into the facts and shall determine that there is sufficient evidence to warrant disciplinary  
15 or dismissal action. Furthermore, before administering discipline, the District will determine if  
16 the employee's service record with the District mitigates the level of discipline to be  
17 administered. In the event disciplinary action for dismissal, demotion, and suspension is taken by  
18 the District, the following steps will be implemented to afford the employee due process:  
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- 20 1. An employee being disciplined in accordance with these provisions shall be  
21 entitled to Association representation at such meeting.  
22

23 Should an employee be represented by legal counsel, district level, regional or state level  
24 Association personnel, the Executive Director of Human Resources shall be notified prior to that  
25 meeting to offer the District the opportunity to determine whom they wish to have present to  
26 represent the District. Failure to so notify may result in the postponement or cancellation of the  
27 meeting.  
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- 29 2. a. In cases of misconduct a verbal conference will be held between the  
30 employee and the supervisor. At that conference, reasons which are  
31 regarded as cause for suspension or termination and specific examples of  
32 such shall be given.  
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34 b. In cases of inadequate performance, the supervisor shall inform the  
35 employee in writing of the performance concerns and how the desired  
36 improvement is to be achieved. In such cases, a minimum of five (5)  
37 work days shall be provided for improvement before proceeding to step  
38 three.  
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- 40 3. An employee whose performance is inadequate will be provided an opportunity  
41 for improvement under the following procedure:  
42 a. A written Plan of Assistance will be provided that  
43 (i) identifies the work deficiency,  
44 (ii) establishes sufficient time limits for correcting the deficiency,  
45 (iii) provides suggestions for improvement.  
46 (iv) may include the use of Association or peer coaching  
47 (v) provides at a minimum a mid-plan status check-in.  
48 The Plan of Assistance will be delivered to the employee at a formal conference  
49 and shall be signed in triplicate by both the immediate supervisor and employee.  
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**Article 20 - Grievance Procedure/Contract Maintenance**

**A. Definitions**

1. Grievance—A “grievance” is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement.
2. Aggrieved Person—An “aggrieved person” is the person or persons or the Association making the claim.
3. Party-in-Interest—A “party-in-interest” is the person or persons making the claim and any persons who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Representation – A grievant shall be entitled to an Association representative at each stage of the grievance procedure. With prior agreement from the District, a grievant may include other attendees.

**B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems of contract administration which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement.
3. The Association and District shall meet on an established, regular basis to review contractual concerns of the Association or the District. It shall be the responsibility of the Association to have initially investigated any concern brought to them as to its accuracy and to provide the District with all pertinent information.

**C. Procedures**

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. However, the calendar for time limits shall not begin as long as the Association and District are discussing the matter. The time limits specified will begin after five (5) days written notification by either the Association or the District to the other party that discussions have ended.

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2. Year-End Grievances:  
In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party-in-interest, the time limits set forth herein shall be reduced so that the grievance procedures may be exhausted prior to the end of the school year or as soon thereafter as is mutually agreed upon.
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3. Level One—Principal or Immediate Supervisor
- a. An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or with an Association representative, if requested, with the objective of resolving the matter informally.
- Should an employee be represented by Association-appointed legal counsel, district level, regional or state level Association personnel, the Executive Director of Human Resources shall be notified prior to that meeting to offer the District the opportunity to determine whom they wish to have present to represent the District. Failure to so notify may result in the postponement or cancellation of the meeting.
- b. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the principal or immediate supervisor. If the employee does not submit his/her grievance to the principal or immediate supervisor in writing within twenty (20) work days after the facts upon which the grievance is based first occur or first become known to the employee, any grievance shall be deemed waived. The aggrieved employee may be accompanied and represented by an individual of his/her choice when presenting the written grievance.
- The principal or immediate supervisor shall reply in writing to the aggrieved employee within five (5) work days after receipt of the written grievance. The Association president shall receive a copy of the written response.
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4. Level Two—Superintendent (Or Designee)
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) work days after the presentation of the grievance s/he may file the grievance in writing with the superintendent, with a copy to the Association within five (5) work days after the decision at Level One, or ten (10) work days after the grievance was presented, whichever is sooner.
- b. After five (5) work days, but within ten (10) work days after the superintendent receives the written grievance, s/he will meet with the aggrieved person and, if so desired, the Association representative selected by aggrieved in an effort to resolve it. A decision, in writing, will be forwarded to all parties within five (5) work days following the meeting.

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5. Level Three—School Board  
If the decision recommended by the superintendent does not resolve the problem, the employee has the right to appeal to the Board, through the superintendent's office, within five (5) work days of receipt of the superintendent's decision. The problem will be discussed informally at the next regularly scheduled Board meeting which occurs at least five (5) work days after the superintendent has received the employee's appeal, in an executive session of the Board, except where prohibited by Oregon State Statute, with the employee, his/her Association representative and the superintendent.

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Within five (5) work days following the meeting a decision in writing will be forwarded to all parties. If the Board does not render a decision within five (5) work days following the regular Board meeting, the grievance may proceed to Level Four. However, the Board retains the prerogative to decline the right to review the superintendent's decision, thereby allowing the grievance, if unresolved at Level Two, to proceed directly to Level Four.

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6. Level Four—Arbitration  
Grievances not settled in Level Three of this grievance procedure may be appealed to arbitration provided:
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- a. Written notice of a request for arbitration is made to the superintendent by the Association within ten (10) work days of receipt of his/her answer in Level Three.
- b. The issue must involve the interpretation, application, or violation of a specific provision(s) of the Agreement.

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When a request for arbitration has been made within the time frame provided within this procedure, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, either party may within ten (10) work days of the appeal, request the Employment Relations Board (ERB) to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

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The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the employee, the Association, and the District. The arbitrator shall have no power to substitute his/her discretion for that of the Board as part of the Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties. Procedures shall follow ERB rules unless herein designated otherwise.

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The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of

1 the hearing room shall be borne equally by both parties. Any other  
2 expenses incurred shall be paid by the party incurring same.  
3

4 D. Rights of Employee to Representation

5 Employee and Association—Any aggrieved person may be represented at all stages of  
6 the grievance procedure by him/herself, and/or, at his/her option, an Association  
7 representative. Commencing at Level Two of the grievance procedure, the Association  
8 shall have the right to be present and to state its views.  
9

10 E. Miscellaneous

- 11 1. Group Grievance—If, in the judgment of the Association, a grievance affects a  
12 group or class of employees, the Association may submit such grievance in  
13 writing to the superintendent directly and the processing of such grievance shall  
14 be commenced to Level Two.  
15

16 Prior to this, informal discussions must be held as per Article 20. B. 3.

17 This provision shall be utilized only when the allegations involve the same  
18 contractual provision and the same alleged violation.  
19

- 20  
21 2. Separate Grievance File—All documents, communications and records dealing  
22 with the processing of a grievance shall be filed in a separate grievance file and  
23 shall not be kept in the personnel file of any of the participants. If the grievance  
24 is based upon information in the personnel file, such information will remain in  
25 the file unless found to be invalid by the grievance procedure.  
26

27 F. Other Employee Concerns

28 All employee concerns outside the contractual definition shall be handled through the  
29 established complaint procedure as per District policy. The District and Association may  
30 agree to discuss such concerns informally and to resolve such issues. Beyond this, the  
31 terms of Article 20 shall not apply.  
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5 **Article 21 - Transportation**  
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7 **A. Certification**

8 Only bus drivers holding the Oregon School Bus Driver's certificate (issued by the Oregon State  
9 Department of Education) may drive school buses as specified in ORS 485.010d and amended by  
10 ORS 485.030.  
11

12 It will be the intent of the district to utilize bus drivers on longer trips in the operation of school  
13 buses, and on occasion, other vehicles.  
14

15 **B. Average Hour Guidelines**

16 In lieu of using a time clock the following guidelines will be used to calculate average hours for  
17 all bus drivers:  
18

- 19 1. AM start time is leave time printed on the route sheet plus 15 minutes for pretrip.
- 20 2. AM end time is the time printed on the route sheet to drop at last school, plus 5 minutes  
21 to unload, predetermined travel time between school and bus lot, and 2 minutes to park.
- 22 3. PM start time is 5 minutes before school scheduled dismissal time, plus 5 minutes to  
23 pretrip, 3 minutes to leave bus lot and predetermined travel time between school and bus  
24 lot.
- 25 4. PM end time is the printed end time on the route sheet plus 5 minute post trip.
- 26 5. Average AM/PM time for cover drivers will be determined by adding all AM/PM  
27 average hours determined for assigned route drivers (Article 21 B. 1-4) and dividing by  
28 the number of assigned route drivers.
- 29 6. Middays are determined the same as AM or PM. Pretrip and post trip time is not  
30 included.
- 31 7. 20 minutes is added to misc. time for sweeping, fueling, paperwork and notes from the  
32 office.
- 33 8. If your route has 15 minutes or more layover time then only 5 minutes is added for notes.
- 34 9. EDO times begin at the end of the PM route (unless there is more than an hour layover)  
35 and end at the time printed on the EDO route, plus 5 minutes post trip.
- 36 10. All shuttles routes and extra regularly scheduled work is included in misc. time.
- 37 11. Time for assignments less than 5 days per week will be totaled and divided by 5 to  
38 determine the daily average.
- 39 12. Extra time (covering midday, trip, meeting, etc.) needs to be tracked and turned in to a  
40 Supervisor for approval and then to Transportation payroll.
- 41 13. Drivers covering routes will track the actual time worked, but need to be close to the  
42 average hours for the assignment unless a reason for additional time is noted.  
43

44 **C. Overtime**

45 The District shall pay overtime at one and one-half (1 1/2) times the regular rate when bus drivers  
46 work more than twelve (12) hours a day or forty (40) hours have been worked within the work  
47 week which shall commence at 12:01 A.M., Sunday.  
48



1 Drivers with a second job in the district (outside of transportation), who do not have the  
2 flexibility of modifying their work schedule, shall have trip assignments made in a manner that  
3 minimizes overtime.  
4

5 Drivers who work only in transportation shall give up part of their regular schedule in order to  
6 take trips, so that overtime hours are minimized.  
7

8 **D. Assignment Guidelines**

9 The following shall be considered as guidelines for driving assignments in the transportation  
10 department:  
11

12 1. Regular Bus routes/Mid-Day Routes  
13

14 a. Regular Bus Routes/Mid-day Routes Regular routes are defined as all AM and  
15 PM bus routes necessary to get students from home to school and school to home.  
16

17 b. Mid-day routes are those routes not specifically connected to either the AM or  
18 PM route, and named so accordingly on the transportation matrix.  
19

20 c. Regular routes shall be considered "vacant" when the driver who originally bid  
21 on the route is no longer available to drive that route (provided the driver is not on  
22 approved leave).  
23

24 d. All "newly created" routes shall also be considered "vacant."  
25

26 e. Vacant routes and add-ons will be posted for five (5) working days, unless  
27 student needs warrant fewer days.  
28

29 f. All drivers who had a Mid-day the previous year will be given preference over  
30 those who did not.  
31

32 g. Drivers having one (1) hour or less between routes/trips shall be in paid status. If  
33 a driver is on the clock continuously for 4.75 hrs and has thirty (30) minutes of  
34 uninterrupted time, thirty (30) minutes will be deducted for lunch. Layover time  
35 exceeding one (1) hour shall be out of service, unpaid. This standard applies to the  
36 regular/customary work day.  
37

38 h. After Transportation Dept. needs are met (creating all routes with a minimum of  
39 three hours), remaining route "add-ons" (i.e., shuttles for Math, Builders, RLA, Tag,  
40 Bowlers, Swimmers, etc) that can be added on to the AM or PM route, will be posted.  
41 Add-ons will be awarded by seniority providing the add-on doesn't add more time than  
42 the assignment. If an AM/PM route is posted that includes add-on(s), the add-on(s) will  
43 be posted separately, unless the removal of the add-on(s) drops the route below four  
44 hours. In that case, the add-on(s) will remain with that route or be awarded to the most  
45 senior driver with a route below four hours that will gain benefits with the addition of the  
46 add-on(s). The add-on(s) must fit with the route without adding more time than the  
47 assignment.  
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1           2.     Extra Driving Assignments

2           Extra bus assignments are defined as athletic trips, and field trips that are requested by  
3           the schools specifying the date in need.  
4

5           3.     Assignment of Extra Trips

6           a.     All regular drivers will be given the opportunity to sign up for extra trips,  
7           with the understanding that drivers not on the sign-up list may be required to accept such  
8           assignments based on district needs.  
9

10          b.     Drivers who sign-up for trips must be available for all extra trips beyond their  
11          regularly assigned routes.  
12

13          c.     A driver may not select specific dates or situations.  
14

15          d.     Extra driving assignments to mid-day and/or kindergarten drivers will normally  
16          be limited to evenings and weekends only. However, the district will make exceptions as  
17          appropriate.  
18

19          e.     A driver may give preferences for refusing certain trips or certain days, but  
20          district needs (i. e. an unavailability of other drivers) may take precedence.  
21

22          f.     The transportation supervisor will take into consideration the average hours the  
23          driver works per week when assigning trips. Hours will be distributed based on district  
24          need(s), driver training/ability, student safety, availability of drivers, and impact on other  
25          driving assignments. There shall be an attempt made to balance the distribution of trip  
26          assignments.  
27

28          g.     A bus driver shall be paid a minimum of two (2) hours at the regular hourly rate  
29          (except as provided in Article 8.K) for all runs not attached to a normal workday.  
30

31          h.     Drivers who show up for a scheduled trip that has been canceled without  
32          notification to the driver will be entitled to the scheduled trip time up to two (2) hours  
33          pay at their regular hourly rate. Trips referenced in Article 21 D.4.g., will receive a  
34          minimum of two (2) hours.  
35

36          4.     Calendar for Trips

37          An extra trip calendar will be located in the drivers' lounge to be utilized by the trip  
38          drivers. Drivers may request temporary removal from the extra driving assignments for a  
39          particular period of time, for a specific approved reason (e. g. medical appointments,  
40          classes, etc.). These requests shall be considered on a case-by-case basis by the  
41          transportation supervisor.  
42

43          5.     Missed Trips

44          If a driver fails to show up for a trip or does not accept a trip without a valid excuse, (as  
45          determined by the transportation supervisor) the consequences shall be a verbal warning,  
46          with documentation, for the first incident. The second incident may result in removal  
47          from the trip list for up to one month.  
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- 1 E. **Summer Routes**  
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3 1. All drivers will be given the opportunity to apply for summer routes. All drivers  
4 interested in driving summer routes will notify the transportation supervisor in writing by  
5 May 15.  
6  
7 2. A driver must be able to drive his/her regular assigned summer route at from the start  
8 date to the ending date, unless time off has been approved by a Supervisor.  
9  
10 3. Summer route drivers will be selected based first on a District review of assignment  
11 needs. If no specific District need is identified, the selection will be based on seniority.  
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Reynolds School District BH

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5 **Article 22 - Meetings and Conventions**  
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- 7           A.     The Association shall be allowed to send its President at his/her regular rate of pay to  
8           attend the annual OSEA Conference (for a total of two {2} days) upon presentation of  
9           proper application and approval by the superintendent.  
10  
11          B.     The Association will be allowed to send the Executive Board members to attend the  
12          OSEA Conference up to one day at their regular rate of pay should the conference fall on  
13          one of their regularly scheduled work days.  
14  
15          C.     The Association shall be allowed two (2) days per year without pay to be used by the  
16          employee group for attendance at the Association's state conference. Such absence shall  
17          be granted upon proper application and approval by the superintendent.  
18  
19          D.     When an Association officer is required to miss work in order to attend regularly  
20          scheduled association meetings, the Association will work with the District to arrange  
21          schedules and make-up time for the Association officer requesting the absence, in  
22          advance of the meeting. The Association will reimburse the District for the cost of a  
23          substitute, if required.  
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5 **Article 24 - Job Openings**  
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7 **A. Notification**

8 When a vacancy or newly created position occurs within the bargaining unit, an  
9 employee who is part of the bargaining unit may bid for the open position by making  
10 written application to the Human Resources office. The District shall make the vacancy  
11 known to all classified employees by posting a notice of said vacancy at the District  
12 office, on the District web site and on the District Jobs Listserv via the OSEA chapter  
13 president for a period of not less than five (5) working days. Such notice shall include a  
14 listing of the minimum qualifications required for the position.  
15

16 **B. Appointment**

17 When an opening occurs, the District will:

- 18 1. Interview all qualified in-district applicants. Qualified applicants will include  
19 employees who may have skills, either newly acquired or from previous  
20 experience, matching the skills required for the new position. The employee,  
21 upon notifying Human Resources, will be given the opportunity to outline those  
22 skills.  
23
- 24 2. No vacant position will be posted for hours less than previously assigned without  
25 review by the Association and the District.  
26
- 27 3. Award the position to the candidate who is determined by the District to best  
28 meet the qualifications as per the job description of the open position. In the  
29 event two (2) or more current employees are equally qualified, the position shall  
30 be awarded to the employee with the greatest seniority.  
31
- 32 4. In the event an employee is not selected and wishes to know the reasons, a  
33 meeting will be scheduled with the supervisor to discuss the reasons for not being  
34 considered.  
35
- 36 5. At the employee's request, a meeting may be held with the Executive Director of  
37 Human Resources to explain, if possible, needed training, interviewing  
38 techniques, etc.  
39

40 **C. Probation for New Appointments**

41 The ability of the employee to perform the duties of the new position shall be determined  
42 by the employee's performance in the new position for a duration of thirty (30) working  
43 days. Following the conclusion of thirty (30) working days, if, in the opinion of the  
44 employee and/or the employee's supervisor, the employee is not performing the duties of  
45 the position at a satisfactory level, the employee will be returned to their previously held  
46 position with the district.  
47

48 **D. New Employee Probationary Period**

49 Employees new to the District shall serve a probationary period of six (6) months from  
50 the date of hire, during which the procedures required by Article 19 will not apply.

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E. **Summer Vacancies**

In the event vacancies occur during the summer, the following shall apply:

1. From June 16 through August 30, notices of the vacancies shall be posted in the central office, and on the District web site.
  
2. Any less-than-twelve (12)-month employee interested in applying for a position which may be posted from June 16 through August 30, may file a written request by June 1 to be notified of such vacancies. The District will send copies of postings to employees who have expressed such an interest.

F. **Summer Job Openings**


All employees will be given the opportunity to apply for summer positions and, if interested, will notify Human Resources by April 1, in writing. For transportation personnel, summer routes will be covered by Article 21.

G. **Association Copies**

The District shall furnish the president of the Association with copies of all job postings via the Jobs Listserv. When the position is filled, the president shall receive a list of all in-district applicants and notice of who was selected for the position. All in-district applicants for a position shall be notified of the final decision.

H. **PERS Retirees**

The District may elect, in accordance with District procedures and PERS guidelines, to hire employees who have retired with PERS but are still eligible to work in public employment. Employees who are retired with PERS shall have the privileges and benefits of membership with the following exceptions. PERS retirees hired by the District shall not retain seniority status or layoff and recall rights, although they will not be required to complete an additional probationary period. In addition, they will not be eligible to bid on newly created or vacant positions. Separation from the District due to retirement constitutes a break in service, and the employee's seniority will revert to zero. A retiree hired in a temporary position identical to the one held at time of retirement for a period in excess of twelve weeks will be paid the rate of pay in effect at the time of retirement.

Union 

Reynolds School District BH

March 16, 2017  
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**Article 25 - Discrimination**

The Association shall represent all classified employees in the school district within the bargaining unit equally and without discrimination. All references to employees covered by this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

The District will follow all applicable District policies as well as federal and state law in providing a discrimination and bullying/harassment free work environment.



Reynolds School District BH

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5 **Article 26-Early Retirement**  
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7 **A. General Provisions**

8 To be eligible, employees must have completed fifteen (15) years of continuous  
9 service and be in the employ of the Reynolds School District at the time of  
10 retirement to be eligible for early retirement incentives. Exception to continuous  
11 employment will be allowed for employees who were on authorized unpaid leaves  
12 of absence or layoff. However, those periods of absence shall not be counted as  
13 time employed.  
14

15 An employee wishing to retire under PERS with less than fifteen (15) years of  
16 service may elect to do so if they have a minimum of ten (10) years of service  
17 from last date of hire. In such cases, all retirement benefits shall have the dollar  
18 amounts based on the ratio of years of service from last date to fifteen (15) years  
19 (i.e. 10/15, 11/15, 12/15, etc.)  
20

21 Classified employees shall notify the Superintendent or the Executive Director of  
22 Human Resources as soon as possible but not less than sixty (60) days prior to  
23 exercising their early retirement options.  
24

25 **B. Medical Benefits**

26 When a classified employee chooses early retirement under the provisions of  
27 PERS, the District shall pay the premiums for:  
28

- 29 • one - party medical insurance under the District's group insurance program  
30 for a maximum of four (4) years, or
- 31 • two - party medical insurance under the District's group insurance  
32 program for a maximum of three (3) years.  
33

34  
35 Either choice shall be available until the employee qualifies for Federal Medicare  
36 coverage or until the stated time period has passed, whichever is earlier.  
37

38 It is understood that it is not possible to take a cash payment in lieu of having the  
39 medical insurance payment.  
40

41 **C. Payment for Unused Sick Leave**

42 The District will make payment for unused accumulated sick leave for employees  
43 retiring under the provisions of PERS with the following provisions:  
44

- 45 a. Payments shall be \$25.00 per accumulated sick leave \*day.  
46



1 b. For those who elect to take the District payment for unused sick leave,  
2 their sick leave account shall be considered by the District to be at zero (0) days,  
3 and reported to PERS accordingly.  
4

5 \*Accumulated sick leave is totaled in hours and divided by eight (8) to arrive at  
6 the total days for payment  
7

8 **D. Duration of Benefits**

9 The benefits set forth in this Article shall be available only to those eligible  
10 employees who retire prior to July 1, 2014.  
11

12 If this provision is not extended under successor agreements, it shall not limit the  
13 continuation of benefits to those who have retired during its existence.  
14

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