

Article 4 - Fringe Benefits

A. The District shall contribute up to the following amounts for the purchase of district provided major medical, dental including orthodontics, vision, prescription, disability, life and annuity programs for all employees working half-time or more in regular district programs.

2017-2018

Twelve (12) month employees \$1430.00 per month but no less than REA receives.

Employees who work 195 days or more, excluding vacation time, but less than twelve months \$1186.90 per month

Employees who work 194 days or less, excluding vacation time \$1072.50 per month

B. The employee will have the choice of allocating fringe benefit dollars to any major medical, dental (including orthodontics), vision, prescription, disability, and life insurance currently offered by the District through OEBB and its district agents of record. Any benefit dollars not used for the previous listed options, will be reduced by one half and the employee can use them toward any district-provided group insurance currently available through district agents of record in association with the OSEA insurance committee.

C. Should the employee choose not to utilize one of the district health insurance plans, the employee shall provide the district with a letter stating the employee has coverage from another source. The employee shall be advised by the District that should such other coverage cease, the employee would not be assured of getting back on a district program, except at the anniversary date of the district policy or with the waiver of pre-existing conditions unless coverage is disallowed. (Worker's Compensation and retirement contributions are not included.)

D. The District shall provide, at no cost to the employee, term life insurance in the amount of \$20,000 for each employee in the bargaining unit.

E. Insurance Pool

Members will be limited to fifty percent (50%) half of their unused district insurance contribution dollars for the purchase of insurance plans not covered in Section B of this article. All unused dollars will create a pool to be redistributed to all bargaining unit members. OSEA representatives and the District will meet to determine the current FTE

1 after open enrollment and the remaining dollars will be distributed to all members to
2 minimize out-of-pocket expenses. Pool calculations will be completed within fourteen
3 (14) days following the open enrollment cut off date. ~~The pool will become effective in~~
4 ~~the 2012-13 school year.~~

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6 F. Employees working half-time or more in regular district programs shall be eligible for
7 fringe benefits effective the first day of the month following the first month in which the
8 employee has worked for ten (10) days..

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10 G. Insurance Committee

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12 The District and Association shall form a joint insurance committee for the purpose of
13 exploring alternatives to the current method of providing insurance benefits to members.
14 The committee shall be comprised of three members selected by the Association and
15 three individuals selected by the District. ~~The committee shall begin meeting prior to the~~
16 ~~conclusion of the 2014-15 contract year,~~ with the goal of having a recommendation on or
17 before January 15 of each year, 2017.

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5 **Article 5 - Paid Leaves of Absence**
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7 **A. Sick Leave**
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9 Employees who are absent because of personal illness or injury or pregnancy or to care
10 for an ill or injured member of the immediate family shall receive compensation on
11 account of sickness during such absence in accordance with the following provisions:
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13 1. All employees shall be granted ten (10) days sick leave during each school year;
14 employees who work more than ten months will be credited with one day for each
15 additional month worked. Such sick leave shall be credited to said employees on the first
16 school day of the fall semester. In case of employees who begin service after
17 commencement of the school year, sick leave days shall be credited on the first day of
18 employment and shall be prorated.
19

20 2. Sick leave days shall accumulate on an unlimited basis.
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22 3. An employee who has accumulated sick leave during employment in another
23 Oregon school district, and who was so employed during the preceding year, shall, upon
24 proper verification be allowed to transfer into this District, the number of sick leave days
25 so accumulated, as allowed by Oregon Statute.
26

27 4. Verification—a grant of sick leave in excess of five (5) consecutive days may be
28 verified by a written statement from the employee’s attending physician or practitioner
29 that injury or illness prevents the individual from work. If the absence is extended over
30 successive pay periods, these verifications must be submitted regularly each month or
31 worded in such a way by the physician as to indicate the length of absence. Illness of less
32 than five (5) days’ duration may require verification if requested by the principal or
33 Executive Director of Human Resources.
34

35 5. Cancellation—it is understood that all sick leave benefits are immediately and
36 automatically canceled upon termination of employment by resignation or discharge by
37 the District and no payment for unused accumulated sick leave is due.
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39 6. In accordance with Revised Statute (ORS) 238.350 and Oregon Administrative
40 Rule (OAR) 459-011-0500 any Tier One and Tier Two employee retiring with unused
41 sick leave shall have the monetary value of half of the employee’s accumulated unused
42 sick leave included in the Final Average Salary (FAS) calculation.
43

44 **B. Bereavement**

45 Upon request, employees shall be allowed up to three (3) days of absence with pay for a
46 death in the immediate family (for definition of “immediate family” see section E. of this

1 article). Special consideration may be given by the superintendent in unique situations,
2 such as foster children and step-relatives. The superintendent may approve additional
3 days. Such leave shall not accumulate from year to year.
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5 **C. Court Appearances**

6 Jury Duty: Absence from assigned work for court jury duty will be permitted under the
7 following conditions:
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9 No deduction will be made from the salary of an employee who is called for jury duty, or
10 is subpoenaed as a witness in a court case in which s/he is not personally involved,
11 provided the employee provides the District with a copy of the summons or subpoena.
12

13 The employee on jury duty or who is to appear as a witness in a case in which they are
14 not personally involved, will make every effort to determine in advance whether or not
15 they will actually be required for jury service or as a witness on the day(s) scheduled, and
16 will return to work on days where their jury service or appearance as a witness will allow
17 them to complete two (2) or more hours of work for the district.
18

19 **D. Emergency Leave**

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21 Employees shall be granted emergency leave with full pay in an amount up to five (5)
22 ~~three (3)~~ days per school year usable in not less than two (2) hour half day portions, or in
23 full shift/route increments as appropriate. Twelve (12) month employees shall be granted
24 up to six (6) ~~four (4)~~ emergency days per fiscal year. Applications shall be submitted to
25 the building principal or immediate supervisor of the employee. Emergency leave does
26 not accumulate from year to year. Request for emergency leave should be made at the
27 earliest possible time prior to the leave. Absences made necessary by emergencies may
28 be approved if application is made immediately (within three (3) school days upon return
29 to work). A denial will be reviewed automatically by the superintendent/designee.
30

31 Leave may be granted for the following reasons:

- 32
- 33 a. Serious illness or serious injury to a party in the employee's immediate
34 family
 - 35
 - 36 b. Court appearance.
 - 37
 - 38 c. Wedding of employee (~~not to exceed one day~~) or birth or wedding of
39 members in the immediate family.
 - 40
 - 41 d. Serious household emergencies. Serious household emergencies are those
42 that by necessity cannot be delayed or cared for outside the regular work
43 day.
 - 44
 - 45 e. Funerals for close friends.
 - 46

1 f. ~~Emergency closure~~

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3 f. Major family events (child graduating from college; family member
4 returning from foreign military service.)

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6 g. Religious Observance

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8 Up to an additional three days may be approved by the superintendent for exceptional
9 circumstances.

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11 **E. Immediate Family**

12 For purposes of this article, immediate family shall include the employee's spouse or
13 domestic partner (both same sex and heterosexual couples), father, mother, son, daughter,
14 brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews,
15 in-laws and/or persons sharing a close personal relationship that includes a
16 responsibility for common welfare (for example, but not limited to step-children or
17 foster relatives).

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19 **F. Family Illnesses**

20 For household family illnesses, where the employee's presence is required, the employee
21 may choose to use up to five (5) ~~three (3)~~ days of his/her:

- 22
23 • Emergency leave
24 • Sick leave
25 • Vacation leave (if applicable); or
26 • The day may be taken without pay

27
28 **G. Cost of Substitute Leave**

29 Each employee is entitled to three shift-days per year for which the cost of the substitute
30 (step one of the pay scale) is deducted from his/her salary. These days may be used for
31 personal or professional needs that cannot be taken care of outside the regular work
32 day. In situations where the district feels it is warranted, additional cost of substitute
33 days will be considered if such leave does not unduly disrupt the district's educational
34 program.

35
36 **H. Worker's Compensation Leave**

37 1. Any employee who has filed a Workers' Compensation claim that includes time loss
38 may be paid during the (3) day waiting period before insurance carrier payments begin by
39 opting to use accumulated sick leave or vacation leave, or emergency leave.

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41 2. The employee, or the Association on their behalf, needs to notify Human Resources
42 as to their choice of using sick leave, emergency leave, vacation time or unpaid days to
43 fulfill the other 30% of wages lost. If no such notification occurs, the District shall use
44 available days in this order: sick leave, emergency leave, vacation time or unpaid leave.
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- 1 a. The employee must turn in a classified leave slip, marking “Worker's
2 Comp” as the reason for absence. The District will deduct one (1) day of
3 sick leave from the employee's accrued sick leave and the employee will
4 continue to be paid at his/her regular rate of pay.
5
6 b. The employee will keep wage loss payments from the insurance carrier,
7 The District will deduct appropriate leave (as per a. above) and the
8 employee will continue to receive their regular rate of pay.
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10 c. An employee electing unpaid days (as per a. above) shall not have accrued
11 leave deducted from their leave account (in essence receiving only
12 insurance carrier payments for their time loss period).
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14 **I. Military Leave**

15 In accordance with ORS 408.290, any employee who has been employed by the District
16 for a period of six (6) months or more is entitled to a leave of absence from duties for
17 military duty for a period of time not to exceed fifteen (15) days in any one calendar year
18 without loss of time, pay, or regular leave. An employee shall notify the District of the
19 dates of military leave within ten (10) days after receipt of military call-up orders or if a
20 specific request is made by the employee within ten (10) days following the request.
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5 **Article 7 - Emergency Closure**
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7 **A. Emergency or Inclement Weather Closure**
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9 The District will notify employees when schools are to be closed for emergencies or
10 inclement weather. Announcement of school closures over local radio and television
11 stations, the District web site or phone calls to the employee shall constitute adequate notice.
12 When a decision has been made by the District to close school because of inclement weather, this
13 will be a paid workday. There will be no loss of leave due to an emergency closure. Should the
14 district decide to make up such lost days, employees will work without any additional pay
15 (if they were not required to work on the closure day). ~~employees will normally not be required~~
16 to report for work. Should the District decide to make up such lost days, employees will work
17 those additional days and will be paid as regular work days. ~~If the employee has emergency days~~
18 available, they can be used towards inclement weather closure.
19

20 ~~Employees using emergency leave because of inclement weather school closure shall have~~
21 ~~available up to one additional emergency day per school year, should it become necessary, using~~
22 ~~the emergency criteria listed above in 5. D. 1. a. - e, and if the need for an additional emergency~~
23 ~~day arises after inclement weather closures. Emergency days used prior to inclement weather~~
24 ~~closures shall not be replaced nor considered when determining if an extra day is available.~~
25

- 26 2. In the event an employee is required to report to work on a closure day due to inclement weather,
27 the employee shall receive his/her hourly rate for the hours worked in addition to his/her regular
28 daily wage.
29
- 30 3. If employees are sent home early due to inclement weather, they will receive their regular daily
31 wages.
32
- 33 4. ~~For non-essential employees, the following may be used to account for an inclement weather day~~
34 ~~(limited to three days):~~
35
- 36 a. ~~Emergency days~~
 - 37 b. ~~Vacation days~~
 - 38 c. ~~Unpaid days~~
 - 39 d. ~~Make-up days (paid when worked)~~
- 40
- 41 5. Essential Employees
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43 When a decision has been made by the District to cancel or close school because of dangerous
44 travel conditions due to inclement weather, only essential employees shall be required to report
45 for work or remain at work. Employees who are designated by the Superintendent as essential
46 will be defined in writing prior to the first day of the school year. Essential Employees required to
47 report for work on a closure day due to inclement weather shall receive his/her hourly rate for the
48 hours worked in addition to his/her regular daily wage.
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1 Essential employees not able to attend work because of weather-related causes shall fall under the
2 same terms as non-essential employees (section A.4.).
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4 **B. Late Opening**
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- 6 1. On an emergency or inclement weather “late opening” the District will attempt to notify
7 employees if there is an adjustment in starting hours.
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9 2. In the event of a “late opening” all employees will receive their regular daily wages.
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11 3. Employees may be expected to report at their regular reporting time and work their regular shift
12 without additional compensation, when their regular reporting time occurs on or after the late
13 opening.
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Article 9 - Holidays

A. All twelve-month regular classified employees shall be paid at their regular rate of pay, and shall not be required to work, except in emergency situations, on the following holidays:

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|------------------------|------------------------|
| New Year's Day | Veterans' Day |
| Martin Luther King Day | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | |

B. Employees who are required to work on a holiday will be paid at two (2) times their regular rate.

C. All school-year regular classified employees shall be paid at their regular rate of pay, and shall not be required to work on the following holidays:

- | | |
|------------------------|--------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving |
| Memorial Day | <u>Christmas Eve Day</u> |
| Veteran's Day | Christmas Day |

D. Any school-year employee working an added summer position which begins before and continues after Independence Day, and who is on paid status on their last regularly scheduled work day before, and their first regularly scheduled work day after, shall also receive Independence Day as a paid holiday. This will also apply to employees whose regular school year work calendar extends beyond July 4th.

E. If any of these holidays falls on Saturday or Sunday, it shall be observed in accordance with ORS 187.010 and 187.020.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Reynolds School District (District) and the Oregon School Employees Association Chapter 37 (Association) for the purposes of setting forth the terms and conditions of the parties' agreement concerning the formation of a subcommittee related to Educational Assistant collaboration. As part of the parties' agreement for a 2017-18 ~~2014-17~~ successor collective bargaining agreement, the District and Association hereby agree to the following:

Article 11 – Work Time of the OSEA Reynolds Chapter 37 Classified Contract will include the following subcommittee work to be completed during the 2017 - 2018 ~~4/2015~~-school year following its ratification:

A committee, including representation from OSEA, classified educational assistants, and administrators shall be formed to address strategies to improve Educational Assistant collaboration within the group as well as with licensed staff. The committee will draft and present a proposal to the District, following its first meeting, regarding the outcomes expected and the time needed to complete this work. Classified staff members serving on this committee shall either be provided substitutes to meet during the work day or shall be paid via timecard for meetings held outside the work day. Representatives of the REA shall be invited to participate on this committee.

For the District:

For the Association:

Date

Date

NO CONTRACTING OUT BARGAINING UNIT WORK MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Reynolds School District (District) and the Oregon School Employees Association Chapter 37 (Association) for the purposes of setting forth the terms and conditions of the parties' agreement concerning the contracting out of work performed exclusively by members of the Association's bargaining unit. As part of the parties' agreement for a ~~2017-18~~²⁰¹⁴⁻¹⁷ successor collective bargaining agreement, the District and Association hereby agree to the following:

1. For the period of July 1, ~~2017~~²⁰¹⁵ through June 30, ~~2018~~²⁰¹⁶, the District shall not contract out work that, as of the signing of this Agreement, is being performed exclusively by members of the Association's bargaining unit.
2. This agreement shall not impact the District's established right to utilize substitute employees consistent with the terms and conditions of the collective bargaining agreement.
3. The District shall staff the maintenance department with 6 represented positions; Skilled positions and General maintenance positions.
4. This prohibition against contracting out shall not prevent the District from hiring third-party contractors to perform specialized work in situations in which bargaining unit members either do not have the expertise or experience.
5. When insufficient time and/or manpower exists to have the work completed, the following steps will be taken:
 - A. The District will first attempt to utilize staff from existing substitute lists to complete the work.
 - B. The District may then use temporary staff in accordance with Article 1 Recognition, C and D either through direct hire or through a temporary agency as follows:
 - C. 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).
 - 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.
- 6.4. This agreement shall expire as of June 30, ~~2018~~²⁰¹⁶, and will not be automatically extended or be considered part of the status quo. The District agrees to meet with the Association to negotiate pursuant to ORS 243.698 over whether this Memorandum of Agreement should be extended for

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the ~~2017-18~~ ~~16-17~~ contract year. Such negotiations shall commence on or before March 30, ~~2017~~16. Any such extension, to be effective, must be in writing and signed by both parties.

7.5. This agreement shall not serve to modify any rights, duties or obligations of either party as set forth in the collective bargaining agreement except as specifically described in this Memorandum.

For the District:

For the Association:

Date

Date