

## 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.

	<del>2014/15</del>	<del>2015/16</del>	<del>2016/17</del> <u>2017/18</u>
Twelve (12) month employees	<del>\$997.73</del>	<del>\$1,250</del>	\$1,300 per month
Employees who work 195 days or more, excluding vacation time, but less than twelve months	<del>\$883.61</del>	<del>\$1038</del>	\$1079 per month
Employees who work 194 days or less, excluding vacation time	<del>\$826.10</del>	<del>\$938</del>	\$975 per month

In the event the insurance cap set forth in the contract between the District and the Reynolds Education Association is increased for 2017-18 above \$1,300, the cap for 12-month employees will be increased by the same amount. The caps for 195-day or more employees and 194-day or less employees shall be increased so that they remain the same percentage of the 12-month cap as is currently set forth above.

- 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 OEBC 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. Employee Assistance Program**

**The District will provide an Employee Assistance Program for all bargaining unit members.**

**EF. Insurance Pool**

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

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

**GH. Insurance Committee**

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

## Article 5 - Paid Leaves of Absence

### A. Sick Leave

Employees who are absent because of personal illness or injury or pregnancy, or for any other reason set forth in the Oregon Sick Time law, shall receive compensation on ~~account of sickness~~ during such absence in accordance with the following provisions:

1. All employees shall be granted ten (10) days sick leave during each school year; employees who work more than ten months will be credited with one day for each additional month worked. Such sick leave shall be credited to said employees on the first school day of the fall semester. In case of employees who begin service after commencement of the school year, sick leave days shall be credited on the first day of employment and shall be prorated.
2. Sick leave days shall accumulate on an unlimited basis.
3. An employee who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall, upon proper verification be allowed to transfer into this District, the number of sick leave days so accumulated, as allowed by Oregon Statute.
4. Verification—a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the employee's attending physician or practitioner that injury or illness prevents the individual from work. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence. Illness of less than five (5) days' duration may require verification if requested by the principal or Executive Director of Human Resources.
5. Cancellation—it is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
6. Unused sick leave shall be reported to PERS upon retirement in accordance with the law.

### B. Bereavement

Upon request, employees shall be allowed up to three (3) days of absence with pay for a death in the immediate family (for definition of "immediate family" see section E. of this article). Special consideration may be given by the superintendent in unique situations, such as foster children and step-relatives. The superintendent may approve additional days. Such leave shall not accumulate from year to year. Employees shall be eligible for all other bereavement leave benefits as set forth in Oregon law.



**C. Court Appearances**

Jury Duty: Absence from assigned work for court jury duty will be permitted under the following conditions:

No deduction will be made from the salary of an employee who is called for jury duty, or is subpoenaed as a witness in a court case in which s/he is not personally involved, provided the employee provides the District with a copy of the summons or subpoena.

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

**D. Emergency Personal Leave**

Employees shall be granted **emergency personal leave** with full pay in an amount up to three (3) days per school year usable in not less than half day portions, or in full shift/route increments as appropriate. **When the District determines that a substitute is not required, employees may use emergency leave in increments of two hours, or in full shift/route increments as appropriate.** Twelve (12) month employees shall be granted up to four (4) **emergency personal** days per fiscal year. Applications shall be submitted to the building principal or immediate supervisor of the employee. **Emergency Personal** leave does not accumulate from year to year. Request for **emergency personal** leave should be made at the earliest possible time prior to the leave. Absences made necessary by emergencies may be approved if application is made immediately (within three (3) school days upon return to work). A denial will be reviewed automatically by the superintendent/designee.

Leave may be granted for the following reasons:

- a. Serious illness or serious injury to a party in the employee's immediate family
- b. Court appearance.
- c. Wedding of employee (not to exceed one day) **or of members in the immediate family.**
- ~~d. Birth or wedding of members in the immediate family.~~
- e. Serious household emergencies. Serious household emergencies are those that by necessity cannot be delayed or cared for outside the regular work day.
- f. Funerals for close friends.

- g.** Emergency closure
- h.** Major family events (child graduating from college; family member returning from foreign military service.)
- i.** Religious Observance

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

**E. Immediate Family**

For purposes of this article, immediate family shall include the employee's spouse or domestic partner (**requires a domestic partnership affidavit on file in Human Resources**), father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare (for example, but not limited to step-children or foster relatives).

**F. Family Illnesses**

For household family illnesses, where the employee's presence is required, the employee may choose to use up to **four (4) ~~three (3)~~** days of his/her:

- Emergency leave
- Sick leave (**additional days may be used in accordance with OR Sick Time Law, and OFLA/FMLA when applicable**)
- Vacation leave (if applicable); or
- The day may be taken without pay

**G. Cost of Substitute Leave**

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

**H. Worker's Compensation Leave**

1. Any employee who has filed a Workers' Compensation claim that includes time loss may be paid during the (3) day waiting period before insurance carrier payments begin by opting to use accumulated sick leave or vacation leave, or emergency leave.
2. The employee, or the Association on their behalf, needs to notify Human Resources as to their choice of using sick leave, emergency leave, vacation time or unpaid days to

fulfill the other 30% of wages lost. If no such notification occurs, the District shall use available days in this order: sick leave, emergency leave, vacation time or unpaid leave.

- a. The employee must turn in a classified leave slip, marking "Worker's Comp" as the reason for absence. The District will deduct one (1) day of sick leave from the employee's accrued sick leave and the employee will continue to be paid at his/her regular rate of pay.
- b. The employee will keep wage loss payments from the insurance carrier, The District will deduct appropriate leave (as per a. above) and the employee will continue to receive their regular rate of pay.
- c. An employee electing unpaid days (as per a. above) shall not have accrued leave deducted from their leave account (in essence receiving only insurance carrier payments for their time loss period).

**I. Military Leave**

In accordance with ORS 408.290, any employee who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. An employee shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee within ten (10) days following the request.

**J. Workplace Protections for Victims of Domestic Violence, Sexual Assault or Stalking**

**The District shall provide those protections and benefits as set forth in ORS 659A.290 for employees who are victims of domestic violence, sexual assault, or stalking.**



## Article 8 - Salary

### A. Salaries

1. Salaries for the classified employees in the bargaining unit for ~~2014-17~~ **2017-18** shall be as indicated on the attached salary schedules (Appendix B).
2. The salary schedule for ~~2014-15~~ **2017-18** will be the ~~2016-17~~ **2013-14** salary schedule with the bottom step (current step 1) eliminated and a new step added at the top that is 2% higher than the current step 10. The Mechanic salary schedule will be increased at all steps as follows: MECH I (+3%); MECH II (+8%); MECH III (+8%). increased by 1.95%. The salary schedule for 2015-16 will be the 2014-15 salary schedule increased by 2%. The salary schedule for 2016-17 will be the 2015-16 salary schedule increased by 2.5%.
3. ~~Employees who were, as of the 2013-14 contract year, on Step 10 will receive a one-time stipend of \$575 to be paid on the second February, 2015 payroll.~~

### B. Longevity Pay

1. Employees will qualify for a longevity pay at the completion of fifteen (15), twenty (20), ~~and~~ twenty five (25) years, and thirty (30) years (beginning July 1, 2012) of continuous employment with the district.

Longevity pay is an additional \$.25 per hour at fifteen (15) years, ~~and~~ an additional \$.50 per hour at twenty (20) years, ~~and~~ an additional \$.25 per hour at twenty five (25) years and an additional \$.35 per hour at thirty (30) years and shall be cumulative.

Longevity pay increases shall begin the pay day following the employee's fifteenth, twentieth, ~~or~~ twenty-fifth, or thirtieth anniversary date with the district.

2. In most cases, "Continuous Employment" shall mean unbroken service from last date of hire. In cases where there has been an approved period of unpaid leave or layoff, the employee will receive credit for service before and after the break, but not during the break in calculating eligibility for longevity pay.

### C. Salary Duration

Salaries, as indicated on the salary schedule, shall be for the term of this Agreement unless amended or supplemented by mutual agreement of the Board and the Association.

### D. Changes in positions

Changes in positions involving a new duty of greater responsibility shall be accomplished as follows:

1. The employee shall first be raised one step on their current salary column.

2. They shall then be moved over to the next step on the new salary column that is equal to or exceeds the adjusted step in number 1.
3. An employee at the top of their salary column prior to promotion shall have 4% added to their current step before moving to the new salary column.

E. **Temporary Assignment**

An employee temporarily assigned by the district to replace an absent employee who is in a higher classification shall assume all the duties and responsibilities of the assigned position and be considered working out-of-classification. Beginning the fifth day, an employee shall be entitled to the rate of pay that is the comparable step in the new classification range which provides a salary one (1) step higher than the salary s/he was receiving prior to the assignment, or the rate of the first step of the new classification range, whichever is greater, from the first day of the assignment.

F. **Involuntary Transfer**

The employee who is transferred involuntarily on a reduction in force to a classification lower than the one under which s/he is working shall be placed on the lower classification salary range at the same salary or the nearest comparable salary as s/he was receiving at the higher classification range.

G. **Voluntary Transfer**

When a job opening occurs, the District will give preference to requests on file and new applications by employees (as per Article 24 B). An employee may request a transfer by submitting a transfer request to the Human Resources office. Such a request shall include the specific position(s) desired and shall be valid for one (1) year from the date the request was submitted.

H. **New Employee Salary Placement**

The District retains the prerogative of salary placement of new employees. However, the District, upon reviewing the qualifications of the new employee may grant one (1) year's credit on the salary schedule for each two (2) years worked in the job category to a maximum of step 3. Only in exceptional situations will the District grant credit beyond the third step. In such cases the District will notify the Association President.

I. **Step Increase**

Employees will receive a step increase on July 1 of each year unless they are at the top of the schedule. However, an employee who ~~is hired~~ begins service in his or her regular position (excluding training) between January 1 and June 30 will not be eligible for the step increase in July. Step increases shall not be considered part of the status quo, and therefore shall not be granted without the mutual agreement of the parties, beyond the 2016-17 2017-18 work year. Step increases for 2017-18 shall be retroactive to July 1, 2017 for all eligible bargaining unit members.

J. **Shift Differential**



An employee working the graveyard shift (10:00 P.M. to 6:00 A.M.) shall receive thirty ~~(30) twenty (20)~~ cents per hour in addition to the regular hourly rate.

Bus drivers receiving a twenty cents per hour pay differential for mid-day routes at the end of the 2000-01 school year, shall continue to receive that differential if assigned to the same type of mid-day route. All other drivers will receive the regular hourly rate.

**K. Overtime**

Overtime rates shall be paid as provided for in ORS 279.340 in accordance with appropriate state and federal regulations. Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay or compensatory time off for all hours worked in excess of forty (40) hours per week or any work required on a legal holiday as defined in Article 9, A and B. It is agreed that where overtime worked on any given day is less than one-half (1/2) hour, it will be taken in the form of compensatory time at the rate of one and one-half (1 1/2) times the overtime worked (as coordinated through the supervisor).

Overtime shall only be paid when an employee's hours worked exceed 40 hours in one week. Other days such as sick leave, holidays, etc. shall not be applied to hours worked.

**L. Compensatory Time**

Compensatory time (either salary or compensatory time) shall not exceed 24 hours at any time and shall be authorized by the supervisor prior to the overtime worked. It is understood that compensatory time shall be taken within the payroll period and, if not, the employee will be paid for the overtime on the following month's payroll.

Employees working unauthorized overtime may be subject to the disciplinary provisions of this agreement.

**M. On-Call Compensation**

Grounds and Maintenance employees who are scheduled to be "on-call" shall be compensated at a rate of four (4) hours of pay at one and one-half (1 1/2) times the employee's regular rate of pay per week of on-call status.

Grounds and Maintenance employees who respond to a call while "on call" shall be paid a minimum of two (2) hours overtime when called. If the "on call" lasts longer than the initial two (2) hours, any additional time worked will be paid at the contractual overtime rate as per K. Overtime.

**NM. Educational and Media Assistants**

Identification of responsibilities qualifying for stipends will be determined by the District with input from the supervising teacher and principal. A request to review an assignment may be made by an educational assistant through the Association, but such a request shall

not be required in order for the District to so designate a responsibility. An approved request for a stipend shall be effective upon its approval.

The following classification stipulations shall apply:

**Educational Assistants**

1. School after School (SAS) assistants, pre-school assistants, Perkins Grant Assistants, as well as any similar assignments in the future will be on Schedule 1B of the Salary Schedule for Classified Employees.
2. Classroom assistants, Title assistants, Special Education assistants will be on schedule IIA as a base salary column. Any assistant changing columns as a result of this classification shall move directly to the same step they would have been on previously.
3. Educational Assistants who encounter student behavior of a violent/assaultive nature that requires the use of approved physical restraint on a near-daily basis will receive a stipend of 4%.

~~Effective for 2015-16~~ Educational Assistants who are assigned to a special education self-contained classroom will receive a 4% stipend. A special education self-contained classroom is a classroom in which students are placed due to behavior or life skill types of skill development. Educational Assistants who work in a resource room do not fall into this category.

4. Educational Assistants whose job requires toileting, catheterization or similar attention to bodily will receive a stipend of 4% for the estimated time required for such activity.

~~Effective for 2015-16~~ Educational Assistants whose job requires full assistance with toileting, catheterization or similar attention to bodily fluids (not including general wiping of noses or saliva) will receive a stipend of 4% for the estimated time required for such activity.

**Media Assistants**

1. Media assistant and computer assistant may be included in one job description that includes a statement clarifying that some of the responsibilities may only be required in certain specific assignments.
2. When under a media specialist's supervision, the assistant has the primary assigned responsibility for the designated Media Center computer lab used for word processing and/or computer skills instruction, the compensation shall include a 3% stipend. The stipend will be based on the percentage of the total assignment in this area (rounded to 25%, 50%, 75%, or 100%).



3. In schools without a media specialist (licensed person) in charge, media assistants are entitled to a stipend. This stipend varies by school and actual schedule during the day (if it changes, a weekly average will be used.)

An assistant in the media center without a licensed person in the room (as when a teacher leaves a class in the library) will receive a stipend based on the percentage of time. If there is a period of time when the assistant is in charge of computer skills, they get a 3% stipend for that portion of time, rounded to the nearest 25%. For the rest of their schedule, when responsible for students in the media center, the media assistant will also get 3% for each hour, rounded to the nearest 25%.

**ON. Groundskeepers**

Groundskeepers who are assigned by the District to spray pesticides and who carry the necessary licensure, an annual stipend of \$750 will be paid. The stipend will be divided among all 12 paychecks and will be prorated for new hires and terminations based on start and end date, ~~For 2014/2015 this stipend will be retroactive to July 1, 2014 and will be divided among the remaining paychecks for 2014/2015.~~

**OP. Job Reclassification Committee**

~~The District and the Association agree to resume the joint committee as needed for review of needed classifications during the course of this contract. The review will include any new job titles, job descriptions and placement on the salary schedule. Committee work deadlines shall be determined by the committee.~~

**An employee who believes the duties he or she is performing have changed significantly and on a consistent basis from the current job description may make a request for job reclassification. An administrator/supervisor may also submit a request for reclassification on behalf of an employee. Any request for reclassification shall adhere to the procedures set forth below.**

- 1. Reclassification requests must be submitted to the Director of Human Resources in writing. The request shall contain the following information:**
  - a. Current job description and placement, including range;**
  - b. Job description that the employee believes more accurately meets the duties and responsibilities currently being performed;**
  - c. Rationale for the requested placement change, including specific duties/responsibilities believed to be outside of the current placement and the frequency with which those duties/responsibilities are being performed;**
  - d. Date of letter; and**
  - e. Employee's or supervisor's signature.**



2. Upon receipt of a request for reclassification, the Director of Human Resources shall notify the reclassification committee that a request has been received. A date will then be established for hearing the request. The committee shall consist of the Director of Human Resources, a supervisor or administrator from the appropriate department, the Union President and the Union Vice-President. Additional participants may be included with the mutual agreement of the District and Association.
3. At the time of the hearing, the requesting party shall have the responsibility of presenting evidence of the need for reclassification. This may be presented either in writing or in person, or both. The evidence must relate to the specific job duties that the employee believes he or she is performing that are outside the scope of his/her current assignment. The committee may ask questions of anyone presenting to them, and may make such additional inquiries as the committee deems appropriate.
4. After the close of the hearing, the committee will confer and reach a decision concerning the reclassification request. The recommendation shall be communicated to the Superintendent for final approval. The decision of the Superintendent shall be considered final. The Director of Human Resources shall inform the requesting party, the committee, and the Association President of the Superintendent's decision.
5. An employee whose job has been reclassified shall be placed on the new column at a step that is not less than the hourly rate that the employee would have received in the previous range.
6. Once a request is heard and decided, the employee may not ask again for reclassification for a period of at least one (1) year.
7. Factors not relevant to a reclassification request:
  - a. Skill of incumbent;
  - b. Seniority of incumbent;
  - c. Volume of work;
  - d. Number of interruptions;
  - e. Perceived stress; and
  - f. Duties voluntarily performed.

Reynolds School District  
2017 - 2018 Classified Salary Schedule - Proposed

Current Step	New Step	Level I			Level II			Level III			Mechanic		
		A	B	C	A	B	C	A	B	C	MECH I	MECH II	MECH III
30	30	18.38	19.78	21.18	21.66	22.48	24.16	24.63	25.70	28.17	25.63	28.94	31.60
25	25	18.03	19.43	20.83	21.31	22.13	23.81	24.28	25.35	27.82	25.28	28.59	31.25
20	20	17.78	19.18	20.58	21.06	21.88	23.56	24.03	25.10	27.57	25.03	28.34	31.00
15	15	17.28	18.68	20.08	20.56	21.38	23.06	23.53	24.60	27.07	24.53	27.84	30.50
	10	17.03	18.43	19.83	20.31	21.13	22.81	23.28	24.35	26.82	24.28	27.59	30.25
10	9	16.53	17.89	19.25	19.72	20.51	22.15	22.60	23.64	26.04	23.57	26.79	29.37
9	8	15.97	17.28	18.60	19.05	19.82	21.40	21.84	22.84	25.16	22.76	25.89	28.38
8	7	15.43	16.69	17.97	18.41	19.15	20.67	21.10	22.07	24.31	21.99	25.01	27.42
7	6	14.91	16.12	17.36	17.79	18.49	19.97	20.39	20.90	23.48	20.84	24.17	26.49
6	5	14.33	15.56	16.68	17.09	17.72	19.23	19.56	20.45	22.60	20.51	23.23	25.46
5	4	13.76	14.87	16.08	16.53	17.06	18.50	18.85	19.65	22.02	19.76	22.38	24.54
4	3	12.98	14.37	15.45	15.84	16.46	17.79	18.06	18.94	20.89	19.00	21.46	23.51
3	2	12.51	13.83	14.88	15.24	15.78	17.10	17.37	18.17	20.09	18.28	20.57	22.54
2	1	11.76	13.25	14.31	14.66	15.22	16.50	16.73	17.52	19.35	17.69	19.75	21.65
1	N/A	<del>11.59</del>	<del>12.74</del>	<del>13.76</del>	<del>14.05</del>	<del>14.60</del>	<del>15.82</del>	<del>16.08</del>	<del>16.79</del>	<del>18.45</del>	<del>16.48</del>	<del>17.60</del>	<del>19.30</del>

+3%      +8%      +8%  
Added % to Current Schedule

