

OSEA

Reynolds Chapter #37

Classified Contract

2014-2017
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INITIAL PROPOSAL

A Member's Union

OSEA

AFT Local 6732

Reynolds School District

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**Contract Agreement between
Reynolds School District #7 and
Oregon School Employees Association Chapter 37**

This Agreement is made and entered into as of the 1st day of July, 2018, by the Oregon School Employees Association, Chapter 37, hereinafter referred to as the "Association," and the Board of Education of School District #7, hereinafter referred to as the "Board" or "District."

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for regular classified personnel included in the bargaining unit.

Now, therefore, the parties hereto agree to be bound by the provisions set forth in this agreement.

The duration of this Agreement shall be three (3) years from July 1, 2018, provided, however, that it shall be renewed automatically on its termination date for another one year, in the form in which it has been written and amended or supplemented during its life by mutual agreement; unless one party gives written notice to the other party before its current expiration date of its intention to terminate, amend, or modify the Agreement. However, provisions of this Agreement shall remain in full effect and force during the negotiations for a successive contract and until such time as a successor document is ratified by the employee representative and the District.

In witness thereof, the parties hereby affix their signatures as of the date first written above.

Cindy Dominiak, President OSEA

Joe Teeny, Board Chair

Timothy Welp, Negotiator, OSEA

Linda Florence, Superintendent

Sue Mutschler

Jennifer Ellis, Executive Director of Human Resources

Ed Baker

Rachel Hopper, Deputy CEO

Joel Garner

Chris Greenhalgh, Director of Secondary Education

Kimbra Bozikovich

Rehana Nelson, Transportation Administrator

Kim Greenlee

Leslie Sykes

Teresa Schleining

John Lund

Cheryl Rickerd

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.
- 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). 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.

An employee hired for a ~~new~~ position involving a special needs child, ~~or~~ as a result of class size relief, to cover a leave of absence, or hired after the start of the school year that may not be repeated, may be hired for the balance of the school year with all benefits of the contract except seniority, layoff and recall regardless of whether that position will last more than sixty-five continuous workdays. 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.~~

- ~~DE.~~ 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.

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.

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.

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 and during the final year of employment should the employee leave prior to June 30th. 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.

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. 1. 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. 2. 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):~~

~~Food Services Two days~~

~~Assistants (as specified in paragraph C. 2.) Three days~~

~~Transportation Two days, one for in-service prior to the student school year and one day up to eight hours which may be used any time during the school year for the eight hours of class time required for the School Bus Certificate.~~

D. Lunch Period

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

Upon mutual agreement of the employee and his/her supervisor, the employee may work a full shift without a lunch period. Employees who work between four and one-half (4 1/2) hours and less than six (6) hours may waive their lunch breaks for the entire work year upon mutual agreement with their supervisors.

For traveling employees, modest travel (such as to a nearby school or eating facility) shall be allowed, but the travel time shall be included within the lunch period.

E. Callback Time

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

F. Rest Period

Each employee shall receive a fifteen (15) minute break coming as close as practical in the supervisor's judgment to the middle of a four (4)-hour period. Such break period shall be designated by the appropriate supervisor. For employees who work at multiple worksites, rest periods shall be taken at the worksite you are presently working at. Additional time shall not be provided to travel to alternate locations before beginning the rest period.

G. Work Site Attendance

Travel within the district on district time and/or with district vehicles is specifically limited to assigned job-related needs. The only slight exception to this shall be the modest travel allowance listed in D. above for lunch periods. Employees leaving their work site during the

assigned time without express permission shall be considered in violation of this article. This includes, but is not limited to being in district vehicles assigned to other personnel, being at other job sites, etc.

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, except personal cell phones, 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.

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.

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.

Article 14 - Seniority/Layoff/Recall

A. Seniority

~~District S~~seniority shall be defined as the total length of continuous service within the District. Classification seniority shall be defined as total length of continuous service ~~and~~ within the employee's current job classification ~~as a classified employee~~. For the purpose of computing seniority, all authorized leave shall be considered as time worked, with the exception of unpaid leave.

Upon request from the OSEA association president, the District shall provide the Association with a seniority list specifying names, hire dates and divided by classification group.

B. Classification groups

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

C. Basis for Reduction

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

D. Bumping

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

E. Recall

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

1. Waives his/her recall rights verbally or in writing.
2. Fails to accept recall to a substantially equivalent position. (Substantially equivalent shall mean within 80% of the rate of pay and the same number of hours per day of the position previously held or the same rate of pay and at least 80% of the hours.

3. Fails to report for work within ten (10) business days of the time the notice was mailed by certified mail.

Any employee who has bumped into another position in accordance with paragraph D shall have the right to return to his/her original classification group in line with his/her seniority in that classification group **so long as his/her documented qualifications meet the job description qualifications for the position.**

F. Benefits

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

G. Insurance Coverage

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

H. Hiring Restrictions

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

I. Reduction of Hours

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

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.

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.

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.

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, nor any duration of employee work year. In the event the contractual work year is shortened for other employee groups in the District due to budgetary reasons, the District may reduce the number of workdays for classified employees or specific groups of classified employees without engaging in further negotiations with the Association.

Article 19 – Discipline, Dismissal, and Performance

A. Dismissal and Discipline

Employees will be made aware of all District policies and/or procedures where applicable that could cause an employee to suffer disciplinary action. No employee covered by this Agreement shall be disciplined without due process. For the purpose of this Article, discipline shall include ~~verbal warnings~~, written warnings and reprimands placed in the employee's personnel file, suspension, demotion, and discharge (including suspension and discharge for performance reasons). In addition, prior to administering discipline, the District will conduct a full and fair inquiry into the facts and shall determine that there is sufficient evidence to warrant disciplinary or dismissal action. Furthermore, before administering discipline, the District will determine if the employee's service record with the District mitigates the level of discipline to be administered. In the event disciplinary action for dismissal, demotion, and suspension is taken by the District, the following steps will be implemented to afford the employee due process:

1. An employee being disciplined in accordance with these provisions shall be entitled to Association representation ~~at such meeting~~.

Should an employee be represented by 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.

2. ~~a. — In cases of misconduct a verbal conference will be held between the employee and the supervisor. At that conference, reasons which are regarded as cause for suspension or termination and specific examples of such shall be given.~~

~~b.~~ In cases of inadequate performance, the supervisor shall inform the employee in writing of the performance concerns and how the desired improvement is to be achieved. In such cases, a minimum of five (5) work days shall be provided for improvement before proceeding to step three.

3. An employee whose performance is inadequate will be provided an opportunity for improvement under the following procedure:

- a. A written Plan of Assistance will be provided that

- (i) identifies the work deficiency,

- (ii) establishes sufficient time limits for correcting the deficiency,

- (iii) provides suggestions for improvement.

- (iv) may include the use of Association or peer coaching

- (v) provides at a minimum a mid-plan status check-in.

The Plan of Assistance will be delivered to the employee at a formal conference and shall be signed in triplicate by both the immediate supervisor and employee.

b. Following the expiration of the corrective period, the supervisor, the employee and his/her Association representative (and other attendee(s) upon mutual prior agreement with the District), if he/she so chooses, shall meet to discuss the employee's progress or lack thereof towards the expected improvements. The supervisor will notify the employee of the decision to recommend continued employment or dismissal provided nothing will preclude a supervisor, at his/her discretion, from continuing the employee's assisted status, if, in his/her judgment, positive but less than full improvement has been shown.

4. In accordance with ORS 332.544, any classified employee who has been demoted or dismissed shall be entitled to a hearing before the school board if a written request is filed with the Board within fifteen (15) calendar days of the dismissal or demotion.

B. Administrative Leave

1. The employee may be suspended immediately with pay from employment with the district until charges are investigated by the Executive Director of Human Resources or his/her designee, and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
2. If the charges are upheld, the termination day shall be the date that the Superintendent or designee takes final action to terminate the individual's employment. If the District determines that the charges do not warrant termination, a less severe discipline measure may be taken.

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.
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.

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.

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.

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.

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.

6. Level Four—Arbitration

Grievances not settled in Level Three of this grievance procedure may be appealed to arbitration provided:

- 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.

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.

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.

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

D. Rights of Employee to Representation

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

E. Miscellaneous

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

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

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

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

F. Other Employee Concerns

All employee concerns outside the contractual definition shall be handled through the established complaint procedure as per District policy. The District and Association may agree to discuss such concerns informally and to resolve such issues. Beyond this, the terms of Article 20 shall not apply.

Article 21 - Transportation

A. Certification

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

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

B. Average Hour Guidelines

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

1. AM start time is leave time printed on the route sheet plus fifteen (15) minutes for pre-trip.
2. AM end time is the time printed on the route sheet to drop at last school, plus five (5) minutes to unload, predetermined travel time between school and bus lot, and two (2) minutes to park.
3. PM start time is five (5) minutes before school scheduled dismissal time, plus five (5) minutes to pre-trip, three (3) minutes to leave bus lot and predetermined travel time between school and bus lot.
4. PM end time is the printed end time on the route sheet plus five (5) minute post trip.
5. Average AM/PM time for cover drivers will be determined by adding all AM/PM average hours determined for assigned route drivers (Article 21 B. 1-4) and dividing by the number of assigned route drivers.
6. Middays are determined the same as AM or PM. Pretrip and post trip time is not included.
7. Twenty (20) minutes is added to misc. time for sweeping, fueling, paperwork and notes from the office.
8. If your route has fifteen (15) minutes or more layover time then only 5 minutes is added for notes.
9. EDO times begin at the end of the PM route (unless there is more than an hour layover) and end at the time printed on the EDO route, plus five (5) minutes post trip.
10. All shuttles routes and extra regularly scheduled work is included in misc. time.
11. Time for assignments less than five (5) days per week will be totaled and divided by five (5) to determine the daily average.
12. Extra time (covering midday, trip, meeting, etc.) needs to be tracked and turned in to a Supervisor for approval and then to Transportation payroll.
13. Drivers covering routes will track the actual time worked, but need to be close to the average hours for the assignment unless a reason for additional time is noted.
14. An adjusted start or end time, other than the time printed on the route sheet, may be approved by a Supervisor if it is determined that the routing program is unable to provide an accurate time.

C. **Overtime**

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

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

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

D. **Assignment Guidelines**

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

1. Regular Bus routes/Mid-Day Routes, ~~Mid-day Routes~~, **Extended Day Opportunity Routes (EDO) and Shuttle Routes definitions:**

- a. ~~Regular Bus Routes/Mid-day Routes~~ Regular routes are defined as all AM and PM bus routes necessary to get transport students from home to school and school to home at established school bell times.
- b. Mid-day routes are defined as routes occurring between school bell times and not specifically connected to a Regular Bus Route. ~~are those routes not specifically connected to either the AM or PM route, and named so accordingly on the transportation matrix.~~
- c. Extended Day Opportunity routes (EDO) are defined as evening bus routes necessary to transport students from school to home later than the established school bell times.
- d. Shuttle routes are defined as routes transporting students between school sites or to an alternative site other than home.

2. Route assignments will be determined based first on a District review of assignment need. If no specific District need is identified, then the route award will be based on seniority.

Drivers may be assigned additional routes at the discretion of a Supervisor to meet District needs, including EDO and Shuttle Routes.

a.e. Regular Routes shall be considered "vacant" when the driver who originally bid on the route is no longer available to drive that route (provided the driver is not on approved leave), or if there is a change to all routes due to boundary or bell time changes.

bd. All "nNewly created" routes shall also be considered "vacant."

ce. Vacant routes ~~and add-ons~~ will be posted for five (5) working days, unless student needs warrant fewer days.

df. All drivers who had a Mid-day route the previous school year will be given preference for Mid-day route assignments ~~over those who did not.~~

eg. Drivers having one (1) hour or less between routes/ or between routes and trips, shall be in paid status if they remain available for duty. If a driver is on the clock continuously for 4.75 hours and has thirty (30) minutes of uninterrupted time, thirty (30) minutes will be deducted for lunch. Layover time exceeding one (1) hour shall be out of service, unpaid. This standard applies to the regular/customary work day.

fh. After Transportation Department needs are met (creating all routes with a minimum of three hours), remaining ~~route "add-ons"~~ (i.e., shuttles for Math, Builders, RLA, Tag, Bowlers, Swimmers, etc) EDO and Shuttle Routes that can be added on to the AM or PM Regular rRoutes, will be posted. ~~Add-ons~~ EDO and Shuttle Routes will be awarded by seniority providing the ~~add-on~~ additional route doesn't add more time than the assignment due to paid layover time. If an AM/PM Regular rRoute is posted that includes ~~add-on(s)~~ an EDO or Shuttle Route, the ~~add-on(s)~~ EDO or Shuttle Route will be posted separately, unless the removal of the ~~add-on(s)~~ EDO or Shuttle Route drops the route below four hours. In that case, the ~~add-on(s)~~ EDO or Shuttle Route will remain with that route or be awarded to the most senior driver with a route below four hours that will gain benefits with the addition of the ~~add-on(s)~~ EDO or Shuttle Route. The ~~add-on(s)~~ EDO or Shuttle Route must fit with the route without adding more time than the assignment due to paid layover time.

32. Extra Driving Assignments – Trip and Cover Routes

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

Cover Routes are defined as an unassigned route, or a route in which the assigned driver is unable to drive.

43. Assignment of Extra Trips and Cover Routes

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

- b. Drivers who sign-up for trips must be available for all extra trips beyond their regularly assigned routes.
- c. A driver may not select specific dates or situations when they are willing to cover trips.
- d. Extra driving assignments to mid-day ~~and/or kindergarten~~ drivers will normally be limited to evenings and weekends only. However, the district will make exceptions as appropriate.
- e. A driver may give preferences for refusing certain trips or certain days, but district needs (i. e. an unavailability of other drivers) may take precedence.
- f. ~~The transportation supervisor will take into consideration the average hours the a driver works per week~~ will be taken into consideration when ~~assigning trips~~ making assignments. Hours will be distributed based on district need(s), driver training/ability, student safety, availability of drivers, and impact on other driving assignments. There shall be an attempt made to balance the distribution of ~~trip~~ extra assignments.
- g. A bus driver shall be paid a minimum of two (2) hours at the regular hourly rate (except as provided in Article 8.K) for all runs trips not attached to a normal workday.
- h. Drivers who show up for a scheduled trip that has been canceled without notification to the driver will be entitled to the scheduled trip time up to two (2) hours pay at their regular hourly rate. Trips referenced in Article 21 D.4.g., will receive a minimum of two (2) hours.

54. Calendar for Trips

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

5. Missed Trips

~~If a driver fails to show up for a trip or does not accept a trip without a valid excuse, (as determined by the transportation supervisor) the consequences shall be a verbal warning, with documentation, for the first incident. The second incident may result in removal from the trip list for up to one month.~~

E. Summer Routes

- 1. All drivers will be given the opportunity to apply for summer routes. All drivers interested in driving summer routes will notify the a transportation supervisor in writing by May 15.

2. A driver must be able to drive his/her regular assigned summer route at from the start date to the ending date, unless time off has been approved by a transportation Ssupervisor.
3. Summer route drivers will be selected based first on a District review of assignment needs. If no specific District need is identified, the selection will be based on seniority.

Article 22 - Meetings and Conventions

- A. The Association shall be allowed to send its President at his/her regular rate of pay to attend the annual OSEA Conference (for a total of two {2} days) upon presentation of proper application and approval by the superintendent.
- B. The Association will be allowed to send the Executive Board members to attend the OSEA Conference up to one day at their regular rate of pay should the conference fall on one of their regularly scheduled work days.
- C. The Association shall be allowed two (2) days per year without pay to be used by the employee group for attendance at the Association's state conference. Such absence shall be granted upon proper application and approval by the superintendent.
- D. When an Association officer is required to miss work in order to attend regularly scheduled association meetings, the Association will work with the District to arrange schedules and make-up time for the Association officer requesting the absence, in advance of the meeting. The Association will reimburse the District for the cost of a substitute, if required.

Article 23 - Workshops/Courses

- A. Classified employees may be required by the District to attend training schools, workshops, or courses of instruction. When such attendance is required, the Board will pay mileage expense and/or fees and salary resulting from attendance at such schools.
- B. The Board also agrees to pay the tuition cost or fee for District-approved classes and/or workshops taken by employees to improve job efficiency, ~~or~~ extend job capabilities for positions within the same job category (e.g., food services, custodial/maintenance, etc.), or pursue opportunities for other positions within the district.

An employee shall be eligible for a reimbursement equivalent to six (6) hours per year at the Fall 2017 Portland State University graduate rate ~~during the one year term of this agreement for that year (i.e. 2018, 2019, 2020)~~. ~~Should the tuition amount for licensed teachers be increased during the term of this agreement, the amount shall be increased at a like amount on a prorated yearly basis.~~ Payment for courses will be made on a reimbursement basis unless otherwise arranged with the District. If the employee does not receive a passing grade (C) for the course, does not complete the course, or leaves the District's employment before course completion, the District shall not be responsible for payment and may recoup any advanced fees through payroll deduction or other means.

- C. Food Service employees shall be reimbursed in accordance with paragraph A of this article for all required classes or workshops relating to the attainment of a Food Handler's Certificate.
- D. The District shall provide each classification a minimum of one (1) day of in-service training per year, or allow attendance at available outside workshops. This requirement shall be subject to the availability of such training or workshop.
- E. Tuition Credit

For each accumulation of twenty (20) credit hours of approved college/university credit or approved workshop hours (ten [10] seat hours equivalent to one credit hour), an employee shall receive a one (1)-time bonus of \$500.

- F. Benefits under this article shall be prorated for employees who are less than 1.0 FTE.

Article 24 - Job Openings

A. Notification

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

B. Appointment

When an opening occurs, the District will:

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

C. Probation for New Appointments

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

D. New Employee Probationary Period

Employees new to the District shall serve a probationary period of ~~six (6) months~~ one hundred and thirty (130) work days from the date of hire, during which the procedures required by Article 19 will not apply.

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.

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.

Article 26 Early Retirement

~~A. General Provisions~~

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

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

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

~~B. Medical Benefits~~

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

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

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

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

~~C. Payment for Unused Sick Leave~~

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

- ~~a. Payments shall be \$25.00 per accumulated sick leave *day.~~
- ~~b. For those who elect to take the District payment for unused sick leave, their sick leave account shall be considered by the District to be at zero (0) days, and reported to PERS accordingly.~~

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

~~D. Duration of Benefits~~

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

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

**Appendix A: Classifications
To Be Provided at Next Negotiations Session**

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Salary Schedules 2018/19 – 2020/21 to be provided at next Negotiations Session

*Longevity pay steps (15, 20 & 25) provide an additional \$.25 per hour at the completion of fifteen (15) years; an additional \$.50 per hour at the completion of twenty (20) years; and an additional \$.25 per hour at the completion of twenty-five (25) years (effective July 1, 2012) and they shall be cumulative.

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