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.

programs.		2010/11 & 2011/12	2012/13 & 2013/14
Twelve (12) month employee	s	\$897.73	\$997.73 per month
Employees who work 195 day more, excluding vacation time less than twelve months		\$783.61	\$883.61 per month
Employees who work 194 day less, excluding vacation time		\$726.10	\$826.10 per month
	<u> 2014/15</u>	2015/16	2016/17
Twelve (12) month employees	\$1,030	\$1,055	90 \$1,080 per month
Employees who work 195 days or	\$915	\$948 945	\$965 per month
more, excluding vacation time, but			
less than twelve months			016
		885	915
Employees who work 194 days or	\$855	\$880	\$905 per month
less, excluding vacation time			

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

Any employee applying such funds to a TSA as of July 1, 1989 shall have the option of increasing the amount of their TSA by \$10.00 in each year of this contract.

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

- D. The District shall provide, at no cost to the employee, term life insurance in the amount of \$20,000 for each employee in the bargaining unit.
- E. Insurance Pool
 Members will be limited to 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 outof-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 201213 school year.
- F. 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.

Article 5 - Paid Leaves of Absence

A. Sick Leave

Employees who are absent because of personal illness or injury or pregnancy 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.

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.

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 Leave

Employees shall be granted emergency 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. Twelve (12) month employees shall be granted up to four (4) emergency days per fiscal year. Applications shall be submitted to the building principal or immediate supervisor of the employee. Emergency leave does not accumulate from year to year. Request for emergency 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 birth or wedding of members in the immediate family.
- d. Serious household emergencies. Serious household emergencies are those that by necessity cannot be delayed or cared for outside the regular work day.
- e. Funerals for close friends.
- f. Emergency closure

- g. Major family events (child graduating from college; family member returning from foreign military service.)
- h. 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 <u>or domestic partner</u>, 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 three (3) days of his/her:

- Emergency leave
- Sick leave
- 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 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.

GH.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 one day of 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).

H.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.

Article 8 - Salary

A. Salaries

- Salaries for the classified employees in the bargaining unit for 2011-12 2014-17 shall be as indicated on the attached salary schedule (Appendix B) for 2010 - 2011.
- 2. The salary schedule for 2011-2012 will be adjusted (Appendix C) for 2012-2013 to include Step 9 and Step 10. The current Step 7 will be increased by 3.5% to create a new Step 8; Step 8 will be increased by 3.5% to create a new Step 9 will be increased by 3.5% to create a new Step 10 (approximately equal to the current Step 8). All employees on Step 8 for 2011-12 shall move to Step 10 for 2012-13.
- 3. Employees who have been on the current Step 8 for 2 years or longer will receive a one-time 2% stipend on the September 2012 payroll for the year 2012-13.
- 4. All employees shall receive a 2% COLA for the year 2013-14.

B. Longevity Pay

1. Employees will qualify for a longevity pay at the completion of fifteen (15), twenty (20), and twenty five (25) 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 shall be cumulative.

Longevity pay increases shall begin the pay day following the employee's fifteenth, twentieth, or twenty-fifth 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 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 2011-12 2016-17 work year.

Step increases will be granted for the 2011-12, 2012-13, and 2013-14 work years. No employee shall be granted step increase for 2014-2015.

J. Shift Differential

An employee working the graveyard shift (10:00 P.M. to 6:00 A.M.) shall receive 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. 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. 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%.
- 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 <u>full</u> assistance with toileting, catheterization or similar attention to bodily <u>fluids</u> (not including general wiping of noses or saliva) functions 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.)

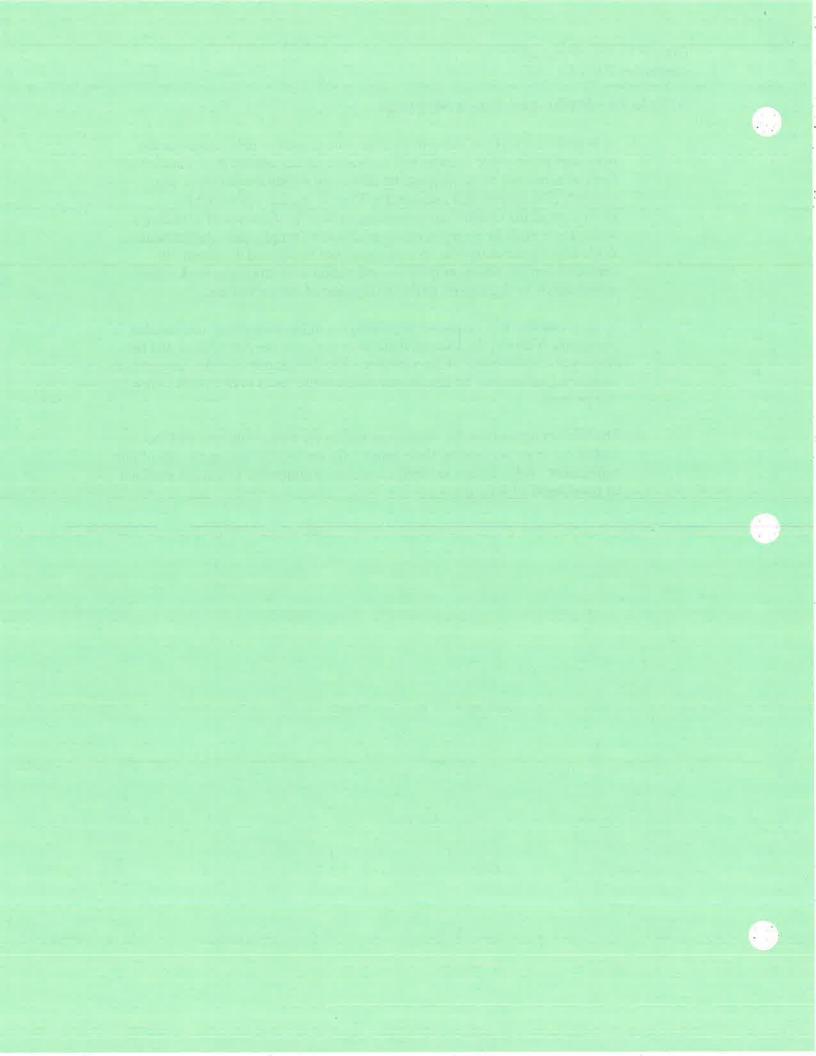
An assistant in the media center without a licensed person in the room (as when a teacher leaves a class in the library) will receive a stipend based on the percentage of time. If there is a period of time when the assistant is in charge of computer skills, they get a 3% stipend for that portion of time, 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%.

N. 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.

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 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. 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 employee <u>or outside applicant</u> 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 employees are equally qualified, <u>and no outside applicant is selected</u>, the position shall be awarded to the employee with the greatest seniority.
- 4. If the position remains unfilled after interviewing qualified indistrict applicants, the District may go outside the ranks of current employees to fill the position.
- **45.** 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.
- **56.** 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 At the**

expiration 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 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.

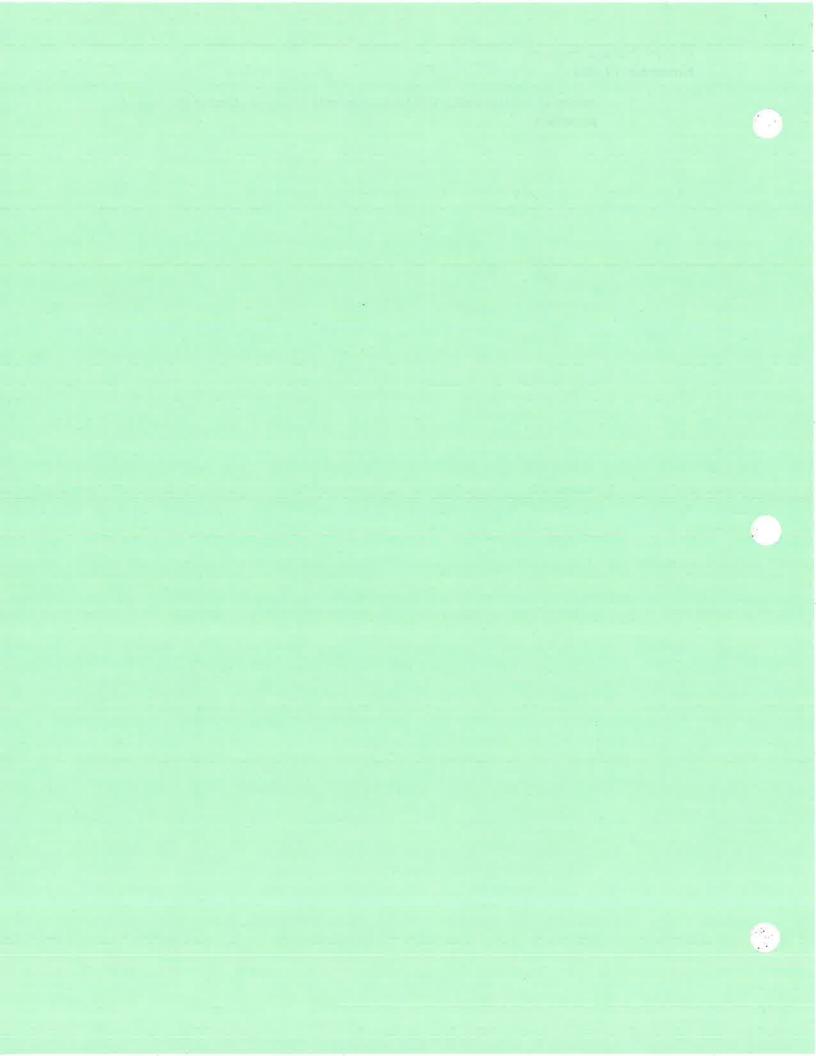
G. Association Copies

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 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 B Classified Salary Schedule 2014-2017

	Level	MECH	MECH	MECH								
	IA	IB	IC	IIA	IIB	IIC	IIIA	IIIB	IIIC		11	III
Step 25*	17.08	18.70	20.12	20.51	21.28	22.95	23.33	24.33	26.63	23.88	25.43	27.79
Step 20*	16.83	18.45	19.87	20.26	21.03	22.70	23.08	24.08	26.38	23.63	25.18	27.54
Step 15*	16.33	17.95	19.37	19.76	20.53	22.20	22.58	23.58	25.88	23.13	24.68	27.04
P.S. W.											Will State	
Step 10	16.08	17.70	19.12	19.51	20.28	21.95	22.33	23.33	25.63	22.88	24.43	26.79
Step 9	15.46	17.02	18.38	18.76	19.50	21.11	21.47	22.43	24.64	22.00	23.49	25.76
Step 8	14.87	16.37	17.67	18.04	18.75	20.30	20.64	21.57	23.69	21.15	22.59	24.77
Step 7	14.30	15.74	16.99	17.35	18.03	19.52	19.85	20.74	22.78	20.34	21.72	23.82
Step 6	13.75	15.13	16.34	16.68	17.34	18.77	19.09	19.94	21.90	19.56	20.88	22.90
Step 5	13.22	14.55	15.71	16.04	16.67	18.05	18.36	19.17	21.06	18.81	20.08	22.02
Step 4	12.71	13.99	15.11	15.42	16.03	17.36	17.65	18.43	20.25	18.09	19.31	21.17
Step 3	12.22	13.45	14.53	14.83	15.41	16.69	16.97	17.72	19.47	17.39	18.57	20.36
Step 2	11.75	12.93	13.97	14.26	14.82	16.05	16.32	17.04	18.72	16.72	17.86	19.58
Step 1	11.30	12.43	13.43	13.71	14.25	15.43	15.69	16.38	18.00	16.08	17.17	18.83