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 employees		\$897.73	\$997.73 per month
Employees who work 195 days more, excluding vacation time		\$783.61	\$883.61 per month
less than twelve months Employees who work 194 days	s or		\$826.10 per month
less, excluding vacation time	2014/1		2016/17
Twelve (12) month employees \$	1,025	\$1,050	\$1,075 per month
Employees who work 195 days or \$ more, excluding vacation time, but	910	\$935	\$960 per month
less than twelve months	050	097 <i>2</i>	COOO nov month
Employees who work 194 days or \$ less, excluding vacation time	830	\$875	\$900 per month

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

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 out-of-pocket expenses. Pool calculations will be completed within fourteen (14) days following the open enrollment cut off date. The pool will become effective in the 2012-13 school year.
- 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 8 - Salary

A. Salaries

- 1. Salaries for the classified employees in the bargaining unit for 2011-12 2014-15 shall be as indicated on the attached salary schedule (Appendix B) for 2010 2011 and shall reflect a one and one-half percent (1.5%) increase over the 2013-14 salary schedule.
- 2. The salary schedule for 2011-2012 2015-16 will be adjusted (Appendix C) by increasing the 2014-15 salary schedule by one percent (1.5%). 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; 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. The salary schedule for 2016-17 will be adjusted by increasing the 2015-16 salary schedule by one percent (1.5%). 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.

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%.
 - Educational Assistants who are assigned to a special education self-contained classroom will receive a 4% stipend. A special education self-contained classroom is a classroom in which students are placed due to behavior or life skill types of skill development. Educational Assistants who work in a resource room do not fall into this category.
- 4. Educational Assistants whose job requires <u>full assistance with</u> toileting, catheterization or similar attention to bodily <u>fluids</u>, (not including general wiping of <u>noses or saliva</u>), <u>functions</u> 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 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.