



# OSEA

## Reynolds Chapter #37

### Classified Contract

### 2021-2024

**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, 2021, by the Oregon School Employees Association, Chapter 37, hereinafter referred to as the "Union," 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, 2021, 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.


DocuSigned by:  
  
Susan Mutschler, President OSEA

DocuSigned by:  
  
Teri Staudinger, Negotiator, OSEA


DocuSigned by:  
  
Cindy Dominiak

DocuSigned by:  
  
Ed Baker

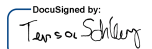
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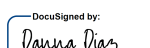
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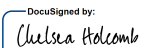
DocuSigned by:  
  
Ana Gonzalez Muñoz, Board Chair

DocuSigned by:  
  
Danna Diaz, Superintendent

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Angela Freeman, Assistant Superintendent of HCM

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Shaunice Silas, Director of Employee and Labor Relations

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Anthony Lebron, Chief Financial Officer

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Chelsea Holcomb

DocuSigned by:  
  
Rehana Nelson

## **Article 1 - Recognition**

- A. The Board recognizes the Union 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 Article, 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 Article, temporary employees are those irregular employees hired for a specific period of time, not to exceed sixty-five (65) continuous workdays (e.g., summer help or any specific job) and cannot be repeated.
- D. An employee hired for a new position involving a special needs child, or for need of class size relief, may be hired for the balance of the school year with all benefits of the contract except seniority, layoff and recall. Should that employee be rehired by the District the following school year in the same position, their original hire date will 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.
- E. 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 Union and the job will be considered temporary. Should an extension of the sixty-five (65) days be needed to complete the school year, the Union and the District will negotiate that extension.
- E. The above recognition of the right of the Union 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 Union 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 Union 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 Union of said consideration at least ninety (90) days prior to implementation. The District agrees to bargain the decision with the Union during that 90-day period. As

If, after such bargaining over the decision (if any is requested by the Union), the District decides to contract out, the District shall enter into good faith bargaining with the Union 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, Union, 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 Union 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 all costs of required physical examinations, including EKGs and eye examinations. 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 will 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 will be done in accordance with state and federal law, and District policies GBEC and GBEDA.

## Article 4 - Fringe Benefits

- A. Each month, the District will contribute up to the following amounts for the purchase of District-provided major medical, dental (including orthodontics), vision, prescription, disability, and life insurance/annuity programs for all employees working half-time or more in the District.

	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Twelve (12)-month employees	\$1415	\$1455	\$1495
Employees who work 195 days or more, excluding vacation time, but less than twelve months	\$1181	\$1221	\$1261
Employees who work 194 days or less per month, excluding vacation time	\$1071	\$1111	\$1151

Any regular full time and regular part time employee (as defined in Article 1A) who works beyond their work calendar days into the summer for one year may request a review to determine if a change in benefit compensation is warranted.

- B. The employee will have the choice of allocating fringe benefit dollars to any major medical, dental (including orthodontics), vision, prescription, disability, and term life insurance currently offered by the District through OEBC and its District agents of record. Any benefit dollars not used for the previous listed options will be reduced by one half and the employee can use them toward any District-provided group insurance currently available through District agents of record in association with the OSEA insurance committee.
- C. Should the employee choose not to utilize one of the District health insurance plans, the employee will provide the District with a letter stating the employee has coverage from another source.
- D. The District will provide, at no cost to the employee, term life insurance in the amount of \$50,000 for each employee in the bargaining unit.

E. **Employee Assistance Program**

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

F. **Insurance Pool**

Members will be limited to spending 50% 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 became effective in the 2012-13 school year.

G. Employees working half-time or more in regular District programs will 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.

#### **H. Insurance Committee**

The District and Union will continue the joint insurance committee for the purpose of exploring alternatives to the current method of providing insurance benefits to members. The Committee will be comprised of three (3) members selected by the Union and three (3) individuals selected by the District. The Committee will have a goal of submitting a recommendation on or before January 15 of each year.

#### **I. Sick Leave Bank**

The Sick Leave Bank is a cooperative effort between the Reynolds School District and Reynolds OSEA. The intent of the sick leave bank is to bridge the time loss required by an employee's illness or disability and their return to work other categories of leave days are not available for that purpose. The sick leave bank is not intended to replace other available leave days or the availability of unpaid medical leave. To utilize the Sick Leave Bank, please notify OSEA Chapter President and Human Capital Management.

#### **Records**

The District will keep accurate records of leave accumulated by the Bank and of sick leave used by the Bank. These records will be available for review by the Sick Leave Bank Committee as necessary and appropriate. An annual report will be given to OSEA by October of each year stating a beginning balance, contributions, total requests, days granted, and ending balance.

## **Article 5 - Paid Leaves of Absence**

### **A. Sick Leave**

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

1. All employees will be granted ten (10) days sick leave during each school year; employees who work more than 195 days but less than 12 months will be credited with one additional day for a total of eleven (11) days; employees who work 12 months will be credited two additional days for a total of twelve (12) days. Such sick leave will 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 will be credited on the first day of employment and will be prorated.
2. Sick leave will 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, will, 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, supervisor, or Assistant Superintendent of Human Capital Management.
5. Cancellation—it is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
6. Unused sick leave will be reported to Public Employees' Retirement System (PERS) upon retirement in accordance with the law.

### **B. Bereavement Leave**

Upon request, employees will 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 will not accumulate from year to year. Employees will be eligible for all other bereavement leave benefits as set forth in Oregon law.

### **C. Court Appearances**

Absence from assigned work for court appearances and/or 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 they are 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 the employee will return to work on days when their jury service or appearance as a witness will allow them to complete two (2) or more hours of work for the District.

#### **D. Personal Leave**

When an employee is absent because of an emergency or personal business that cannot be conducted outside the regular workday and the absence is not covered by any other leave, the District will allow the employee up to three (3) days of personal leave per year or four (4) days personal leave per fiscal year for twelve (12)-month employees, not cumulative, with the employee to be paid their daily pay.

Employees will be granted personal leave in not less than half day portions or in full shift/route increments as appropriate. When the District determines that a substitute is not required, employees may use personal leave in increments of two hours or in full shift/route increments as appropriate.

Employees who work more than 195 days per year will be granted up to four (4) personal days per fiscal year. Personal leave requests will be submitted to the building principal or immediate supervisor of the employee. Personal leave does not accumulate from year to year. Requests for personal leave should be made at the earliest possible time prior to the leave. Absences made necessary by emergencies may be approved if the request is submitted (within three (3) school days of return to work.

1. The principal or supervisor must be notified 48 hours in advance except in the case of an emergency. Employees will not be required to disclose the nature of their personal business when requesting such leave.
2. A denial will be presented to the employee in written form with the explanation stated. If the employee is dissatisfied with the explanation and it falls outside of one of the reasons for denials, they have the right to request a review with the Assistant Superintendent of Human Capital Management.
3. No personal leave may be granted on days immediately before or after a school holiday, breaks, or vacation period, if applicable, nor on the opening day or closing of the school year without prior approval as noted above.

#### **E. Immediate Family**

For purposes of this Article, immediate family will include the employee's spouse or domestic partner (requires a domestic partnership affidavit on file in Human Capital Management), 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:

- Personal leave
- Sick leave (additional days may be used in accordance with Oregon Sick Time Law and the Oregon Family Leave Act (OFLA) and Family and Medical Leave Act (FMLA) when applicable)
- Vacation leave (if applicable); or
- Up to four (4) days may be taken without pay

#### **G. Cost of Substitute Leave**

Each employee is entitled to three (3) shift days per year for which the cost of the substitute (Step One of the pay scale) is deducted from their salary. These days may be used for personal or professional needs that cannot be taken care of outside the regular workday. In situations where the District feels it is warranted, additional cost-of-substitute days will be considered if such leave does not unduly disrupt the District's educational program.

#### **H. Worker's Compensation Leave**

1. Any employee who has filed a Workers' Compensation claim that includes time loss may be paid during the three (3) day waiting period before insurance carrier payments begin by opting to use accumulated sick leave or vacation leave or personal leave.
2. The employee, or the Union on their behalf, will notify Human Capital Management as to their choice of using sick leave, personal leave, vacation time, or unpaid days to fulfill the other 30% of wages lost. If no such notification occurs, the District will use available days in this order: sick leave, personal 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 their 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) will not have accrued leave deducted from their leave account (in essence receiving only insurance carrier payments for their time-loss period).

**I. Military Leave**

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

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

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



## **Article 6 - Unpaid Leaves of Absence**

### **A. Unpaid Medical Leave**

An employee who has exhausted all paid leave and statutory leave may be granted an unpaid medical leave of absence of up to one (1) year at the discretion of the District.

It is understood the employee must provide medical verification of the need for such leave and a medical release prior to their return to work.

### **B. Short-Term Unpaid Leave of Absence**

Once each school year, an employee may request a short-term leave of absence without pay for up to ten (10) days providing:

1. The employee makes the request at least ten (10) days prior to the leave, except in an emergency.
2. The leave is not used for employment purposes.
3. The leave is not used for vacation purposes.

### **C. Long-Term Unpaid Leave of Absence**

The District, at its sole discretion, may grant a non-medical long-term leave of absence of up to one (1) year. The employee must apply at least sixty (60) days prior to the start of such leave, except in the case of emergencies, and will return on the mutually-agreed-upon return date unless the leave is extended in writing by the District. A replacement employee will be employed on a temporary contract and will have no rights to recall. Persons on unpaid leaves will accumulate seniority for the period of leave.

### **D. Military Leave**

The District will follow all applicable State and federal laws regarding military leave.

## **Article 7 – Emergency Closure**

### **A. Emergency or Inclement Weather Closure**

The District will notify employees when schools are to be closed for emergencies such as pandemic, acts of nature, or other unforeseen emergencies. Announcement of school closures over local radio and television stations, the District website, or phone calls to employees will constitute adequate notice.

#### **Non-Essential Employees**

When a decision has been made by the District to close school non-essential employees will not be required to report for work.

#### **Emergency Closure Leave**

During the terms of this agreement, employees will receive one (1) day paid leave to use for emergency closures per school year.

If District schools and facilities are cancelled or delayed during the employees' work year and the District will not be making up a school day(s), employees will have the following options:

- use the District-allocated Emergency Closure Leave day
- report for work on site or remotely if the supervisor determines work is safe and available or
- take a paid vacation day(s) if applicable, or
- take a paid personal leave day(s), or sick day(s), or
- take unpaid leave (pay deduction), or
- with the supervisor's approval, the day may be scheduled and worked at a later time.

#### **Make-up Days**

If the District indicates emergency closure days will be made up later in the school year:

1. Leave or salary deductions taken for closure days that are then made up will be credited back to the employees.
2. Employees will work the make-up days without additional pay.
3. Non-essential employees who work on an emergency closure day and the corresponding make-up day will be paid for the make-up day.

#### **Exceptional Circumstances**

In the event that an emergency closure exceeds beyond the allotted emergency leave of (1) one day emergency leave, up to three (3) additional leave days may be

approved by the superintendent for exceptional circumstances on a case-by-case basis.

2. If non-essential employees are requested and agree to work with custodial, grounds, transportation, or maintenance doing outside inclement weather preparation or snow/ice removal, the employees will receive their hourly rate plus an additional \$10.00 (ten dollars) per hour for the hours worked.
3. In the event an employee voluntarily requests and receives approval from their supervisor to report to work on a closure day due to inclement weather, the employee will receive their hourly rate for the hours worked.
4. Essential Employees

When a decision has been made by the District to cancel or close school or close the District, only essential employees will be required to report for work or remain at work. Employees who are designated by the Superintendent as essential will be defined in writing prior to the first day of the school year. Essential employees from the custodial, grounds, transportation, or maintenance departments required to report for work on a closure day will receive their hourly rate plus an additional \$10.00 (ten dollars per hour) for the hours worked. Other essential employees required to report for work on a closure day will receive their hourly rate plus an additional \$5.00 (five dollars) per hour for the hours worked.

Essential employees not able to attend work because of weather-related causes will notify their supervisor as soon as possible. Essential employees unable to report to work may use the following to account for their absence:

- a. Personal days
- b. Vacation days
- c. Unpaid days
- d. Make-up days (when applicable; paid when worked)
- e. Sick Leave days

## **B. Emergency Late Opening/Early Closure**

1. On an emergency or inclement weather “late opening,” the District will make every effort to notify employees if there is an adjustment to their regularly scheduled shift a minimum of one hour before their start time.
2. In the event of a late opening, all employees will receive their regular daily wages. In addition, employees required to report at their regular time will be compensated at \$5 per hour for work indoors and \$10 per hour for work performed outdoors on site prior to opening. Employees are responsible for submitting hours worked in the current time-keeping system.
3. If employees are sent home early due to emergency closure, they will receive their regular daily wages.
4. Employees may be expected to report at their regular reporting time and work their regular shift without additional compensation when their regular reporting time occurs on or after the late opening.

## **Article 8 – Salary**

### **A. Salaries**

1. Salaries for the classified employees in the bargaining unit for 2021-2024 will be as indicated on the attached salary schedules (Appendix B).
2. The salary schedule for 2021-2022 through 2023-2024 will be as outlined in the attached salary schedule.

### **B. Longevity Pay**

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

Longevity pay is an additional \$.35 per hour at fifteen (15) years, an additional \$.55 per hour at twenty (20) years, an additional \$.35 per hour at twenty-five (25) years and an additional \$.50 per hour at thirty (30) years and will be cumulative.

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

2. In most cases, "Continuous Employment" will 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, will be for the term of this Agreement unless amended or supplemented by mutual agreement of the Board and the Union.

### **D. Changes in Positions**

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

1. The employee will first be raised one step on their current salary column.
2. They will 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 will 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 will assume all the duties and responsibilities of the assigned position

and be considered working out-of-classification. Beginning the fifth day, an employee will 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 they were 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 they are working will be placed on the lower classification salary range at the same salary or the nearest comparable salary as they were receiving at the higher classification range.

**F. 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 Capital Management office. Such a request will include the specific position(s) desired and will 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 Union 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 will not be considered part of the status quo, and therefore will not be granted without the mutual agreement of the parties, beyond the current contract.

**J. Shift Differential**

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

Bus drivers who are in a cover driver position will receive a one dollar (\$1.00) per hour pay differential. A cover driver position is one in which the driver, as their daily assignment, covers other routes such as vacancies, absences, field trips and athletic events. This differential does not apply to drivers who have an assigned route and may assist with covering other routes.

Bus Driver Trainers will receive a one dollar and fifty cents (\$1.50) per hour pay differential for the hours they spend in the Bus Driver Trainer position.

**K. Overtime**

Overtime rates will be paid as provided for in ORS 279.340 in accordance with appropriate State and federal regulations. Overtime will 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 will only be paid when an employee's hours worked exceed 40 hours in one week. Other days such as sick leave, holidays, etc., will not be applied to hours worked.

**L. Compensatory Time**

Compensatory time (either salary or compensatory time) will not exceed 24 hours at any time and will be authorized by the supervisor prior to the overtime worked. It is understood that compensatory time will be taken by the cutoff date for the June payroll or the balance will be submitted for pay by the cutoff date for the June payroll. Employees who have accumulated compensatory time and wish to use it must coordinate the use of such time with their administrators in order to ensure the least disruption to the work environment.

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

**M. On-Call Compensation**

Grounds and Maintenance employees who are scheduled to be "on-call" will be compensated at a rate of four (4) hours of pay at one and one-half (1 ½) times the employee's regular rate of pay per week of on-call status.

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

**N. Automated Timekeeping**

The District will utilize an automated timekeeping system (currently TimeClock Plus) for the purpose of documenting employee attendance and leave matters and adjusting pay as appropriate. The District may also utilize data from this system for disciplinary purposes. All employees will receive training on how to use the system before they are required to use the system.

**O. Cell Phone Stipend**

The District recognizes the need for some employees to carry a cell phone to conduct business when working in the community, be accessible outside normal business hours, or respond quickly in the case of emergencies when working away from District worksites or outside on the grounds. In lieu of the District providing a cell phone, employees, as need is identified and approved by their supervisor and the Assistant Superintendent of Human

Capital Management, will be paid a stipend of \$35 (thirty-five dollars) per month to defray the costs of the cell phone expense.

**P. Bilingual Stipend**

Employees in positions whose job descriptions specifically require bilingual skills (i.e., translations between English and other languages verbally or in writing) will receive a stipend of 4%.

**Q. Overnight Trip Pay**

The classified overnight rate will only apply and be paid for those hours during which a classified staff member is responsible for students overnight during sleep time. For all other hours worked, classified staff are to be paid at either the regular hourly rate or at the overtime rate or be given compensatory time as per the provisions outlined in the OSEA Contract, Article 8 – Salary, K. Overtime, or L. Compensatory Time, for all hours worked.

Overnight Rate:

The overnight rate for sleeping time while responsible for students is calculated as follows:

Individual annual salary multiplied by 1.5%, divided by the number of days worked each week equals the amount to be paid for each overnight.

Example: (IIC/Step 10)

Annual Salary = \$43,102.80 (\$27.63 X 8 hours X 195 Days)  
X .015 (1.5%) = \$646.54/5 = \$129.31 per night

Hours will be entered in the timekeeping software, using the appropriate job code provided by the administrator.

See Article 21 – Transportation D. Overnight Trip Pay for Bus Drivers

**R. 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 Union, but such a request will not be required in order for the District to so designate a responsibility. An approved request for a stipend will be effective upon its approval.

The following classification stipulations will 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 will 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 toileting, catheterization or similar attention to bodily fluids will receive a stipend of 4% for the estimated time required for such activity.

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

### **Media Assistants**

1. Media Assistant and Computer Assistant may be included in one job description that includes a statement clarifying that some of the responsibilities may only be required in certain specific assignments.
2. When under a media specialist's supervision, the Media Assistant has the primary assigned responsibility for the designated Media Center computer lab used for word processing and/or computer skills instruction, the compensation will 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%.

### **S. Groundskeepers**

Groundskeepers who are assigned by the District to spray pesticides and who carry the necessary licensure will be paid an annual stipend of \$750. The stipend will be divided among all 12 paychecks and will be prorated for new hires and terminations based on start and end date.



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

1. Reclassification requests must be submitted to the Assistant Superintendent of Human Capital Management and the President of the Union in writing by February

The request will contain the following information:

- a. Current job description and placement, including salary range;
  - b. Job description that the employee believes more accurately meets the duties and responsibilities currently being performed;
  - c. Rationale for the requested placement change, including specific duties/responsibilities believed to be outside of the current placement and the frequency with which those duties/responsibilities are being performed;
  - d. Date of letter; and
  - e. Employee's or supervisor's signature.
2. Upon receipt of a request for reclassification, the Assistant Superintendent of Human Capital Management will notify the Reclassification Committee that a request has been received. A date will then be established for hearing the request no later than March 1. The Committee will consist of the Assistant Superintendent of Human Capital Management, a supervisor or administrator from the appropriate department, the Union President, and the Union Vice-President. Additional participants may be included with the mutual agreement of the District and Union.
  3. At the time of the hearing, the requesting party will have the responsibility of presenting evidence of the need for reclassification. This may be presented either in writing or in person or both. The evidence must relate to the specific job duties that the employee believes they are performing that are outside the scope of their current assignment. The Committee may ask questions of anyone presenting to them and may make such additional inquiries as the Committee deems appropriate.
  4. After the close of the hearing, the Committee will confer and reach a decision concerning the reclassification request. The recommendation will be communicated to the Superintendent for final approval. The decision of the Superintendent will be considered final. The Assistant Superintendent of Human Capital Management will inform the requesting party, the Committee, and the Union President of the Superintendent's decision no later than sixty (60) days after the initial request.
  5. An employee whose job has been reclassified will be placed on the new column at a step that is not less than the hourly rate that the employee would have received in the previous range. The new salary will be retroactive to February 1 or the date of the Reclassification Request, whichever comes first.

6. Once a request is heard and decided, the employee may not ask again for reclassification for a period of at least one (1) year.
7. Factors not relevant to a reclassification request:
  - a. Skill of incumbent
  - b. Seniority of incumbent;
  - c. Volume of work;
  - d. Number of interruptions;
  - e. Perceived stress; and
  - f. Duties voluntarily performed.

**U. Position Review Committee**

The District and the Union agree to form a joint committee for review of selected classifications during the course of this contract. The review will include appropriate job titles, job descriptions, and placement on the salary schedule. The Committee will develop processes and mutually agreed upon outcomes.

## **Article 9 - Holidays**

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

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

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

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

New Year's Day	Veterans' Day
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
	Christmas Day

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

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

**Article 10 - Vacations**

- A. The following schedule will be implemented for all 12-month 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 |
- C. Actual use of vacation will be worked out mutually between the supervisor and the employee that best fits the work schedule of the District. If an employee believes that their supervisor is acting in an arbitrary manner regarding the scheduling of vacation, the employee may appeal to the Executive Director of Human Capital Management or the Director of Business Services. If the issue is not resolved at that level, the employee may appeal to the Superintendent, whose decision will 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 will 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 (10) days to be carried over.

**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) will 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. Work time starts when employees start work duties.

An involuntary permanent change in shift assignment will 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 will 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 will be scheduled by the District with the following provisions:

1. Secretarial/clerical and maintenance/custodial positions shall work a regular established work year
  - Food Services –Two (2) days
  - Educational Assistants and Media Assistants –Three (3) days to be used before or after the academic year.
  - Health and Safety Assistants – Two (2) days; one (1) day before and one (1) day after the academic calendar.
  - Transportation - Two (2) days:
    - a) one (1) day for in-service prior to the student school year;
    - b) one (1) day - up to eight (8) hours - to be used any time during the school year for the required (8) hours class time for the School Bus Certificate.

Each building will ensure that registrars have adequate time or support to be able to perform all duties as assigned, which may include the budgeting of overtime, flex time, and substitute coverage.

2. Lunchroom assistants, crossing guards and campus monitors shall work the academic calendar plus district required in-service days.
3. When an employee works for the District beyond the end date of their classification calendar, the employee will accrue and be eligible to use sick leave in accordance with State law.

4. Two (2) classified employees will be appointed by the Union to serve on the District Academic Calendar Committee.
5. The District can require additional days to be worked for in-service purposes, other necessary work, etc. Such additional days will be submitted via TimeClock Plus.

#### **D. Lunch Period**

Each regular full-time classified employee working over four and one-half (4-1/2) consecutive hours will be 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 will not be credited as time worked for any purpose and will not be paid time. The lunch period will be scheduled by the supervisor as nearly as is practicable to mid-shift.

Upon mutual agreement of the employee and their supervisor, the employee may work a full shift without a lunch period. Employees who work between four and one-half (4 ½) 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) will be allowed, but the travel time will be included within the lunch period.

#### **E. Callback Time**

An employee called back to work will receive overtime pay with a guaranteed minimum of two (2) hours at time and one-half for the work for which they are 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 will 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 will be designated by the appropriate supervisor. Rest breaks may not be added to the meal period or deducted from the beginning or end of the work shift so as to reduce the length of the work shift. Rest breaks may not be waived or used to adjust work hours.

For employees who work at multiple worksites rest periods will be taken at the worksite they are presently working. Additional time will not be provided to travel to alternate locations before beginning the rest period.

#### **Numbers of Meal and Rest Periods Required Based on Length of Work Period**

<b>Length of Work Period</b>	<b>Rest Breaks Required</b>	<b>Meal Periods Required</b>
2 hrs. or less	0	0
2 hrs. 1 minute - 5 hrs .59 minutes	1	0
6 hrs.	1	1
6 hrs. 1 minute - 10 hrs.	2	1
10 hrs. 1 minute - 13 hrs. 59 minutes	3	1
14 hrs.	3	2

- G.** Any employee may request assistance from their immediate supervisor in establishing or adjusting priorities to carry out their work assignment(s).

**H. 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 will be the modest travel allowance listed in Section D. above for lunch periods. Employees leaving their work site during the assigned time without express permission will 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 - Union Rights**

### **A. Paid Work Time to Perform Defined Union Activities .**

The District shall allow designated Union representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:

1. Investigate and process grievances and other workplace-related complaints;
2. Attend investigatory meetings, hearings and other due process proceedings;
3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
4. Engage in collective bargaining;
5. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
6. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s);
7. Testify in a professional- or work-related legal proceeding in which the public employee has been subpoenaed as a witness.

B. For purposes of this Article, "designated Union representatives" shall include District employees who are Chapter Executive Board officers, Stewards and Work Site Organizers.

C. There may be circumstances in which a designated Union representative needs an accommodation to his/her job duties/schedule or requires coverage from other staff members to be able to complete these activities during work hours. Designated Union representatives who require such accommodations or coverage shall provide their immediate supervisors with written notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time at which the activities will be performed. The written notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative will spend performing the activities. The supervisors shall make a good faith effort to provide a job accommodation or coverage.

D. The District shall not reduce the designated Union representative's work hours to accommodate the designated Union representative's performance of the activities listed above. However, the designated Union representative and his/her supervisor may agree to a flex schedule that allows the designated Union representative to perform the activities above during paid work hours.

E. The District may refuse to authorize additional work hours that incur overtime pay due to performing the activities listed above.



## **F. Bulletin Boards**

The District agrees to provide the Union with reasonable bulletin board space for the use of the Union 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.

## **G. Access to District Facilities and Equipment**

1. At employee orientations, the District shall provide the Union with thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. The Union shall also be permitted to set up a table at the orientation to meet directly with employees before and after the orientation as well as during breaks. No employee shall suffer a loss in compensation or benefits due to participating in or attending the Union's presentation.
2. When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the Union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for the designated Union representative attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location within thirty (30) calendar days from the date of hire.
3. The Union shall be permitted to meet with employees during regular work hours at their regular work locations to discuss grievances, complaints and other workplace related matters without loss of compensation or benefits to any employee, including any designated Union representative attending the meeting. The Union will make a good faith effort to schedule these meetings in a manner that minimizes the impact on District operations.
4. The Union shall have the right to use the District's facilities to conduct Union meetings. The principal of the building in question shall be given an advance request for the use of the building. The request shall not be unreasonably denied. If denied, the denial shall be accompanied by a written explanation. The Union agrees to reimburse the District for any actual expenses incurred during building use.
5. 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. As such, all meetings called for the purpose of disseminating information which applies to classified employees shall include the affected classified staff.
6. The District's electronic mail system may be used by the Union for Union-related communications including, but not limited to, communications related to :

- i. Collective bargaining;
- ii. Grievance or dispute investigations;
- iii. Governance of the union.

## **H. 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.

## **I. Property Loss**

When the District requires an employee to furnish his/her own property or tools for District work, the District shall reimburse the employee for the loss of such tools, except personal cell phones, under the following circumstances:

1. The property stolen was accessed by forcible entry on a locked container or as a result of 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 the part of the employee was evident nor if unattended tools are missing.

## **J. Time Release**

The District may grant members of the Union release time to serve as a representative of the Union and to attend labor-related conferences and other Union sponsored programs that directly relate to the parties' collective bargaining relationship. Requests for release time must be submitted to the supervisor not less than two (2) weeks in advance of the requested time off. These leaves must be approved in advance by administration and the Union will reimburse the District for its costs associated with granting this leave. When an employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.

## **K. Union Updates**

A Union representative shall be allowed to make brief announcements at the end of a regularly scheduled building or departmental staff meeting as long as the Union representative has contacted the administrator in advance of the meeting and the administrator agrees there is sufficient time available.

## **L. Right to Receive New Hire Information**

1. The District shall provide the Chapter President, OSEA Field Representative and [classified@osea.org](mailto:classified@osea.org) with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit, to the extent the District is in possession of this information:

- a) The employee's name and his/her date of hire;
- b) Contact information including:
  - i. cellular, home and work telephone numbers;
  - ii. personal and work electronic mail addresses;
  - iii. home or personal mailing address;
- c) Employment information including the employee's job title, salary and work site location.

2. The District shall provide such information within ten (10) calendar days from the date of hire for newly hired employees as well as the name of any employee who has separated employment with the District. The District shall provide current contact information to the Union every one-hundred-twenty (120) calendar days for all employees in the bargaining unit, including those not newly hired. The information is to be sent to [classified@osea.org](mailto:classified@osea.org).

## **Article 13 - Personnel Records**

### **A. Confidential Personnel Files**

The official files on classified employees are confidential and as such will be available for inspection only in accordance with 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 will be furnished to the employee with 48 hours' notice.

### **B. File Review**

An employee will have the right to review, by prior appointment, all materials in their personnel file. The District agrees that the use of reprimands, warnings, etc., already placed in the personnel file will 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 Union mutually agree, records of minor offenses may be removed from the personnel file after three years if the removal is not in conflict with state or Federal law or archival regulations. The employee must request in writing the removal of such records.

Each supervisor may maintain a working file to assist in supervisory responsibilities. The employee will be allowed to view the supervisor's working file upon prior request.

### **C. Written Attachments**

The employee will, 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 will be given a written evaluation at least annually. The information in the evaluation will be reviewed with the employee in an individual conference with the appropriate supervisor.

## **Article 14 - Seniority/Layoff/Recall**

### **A. Seniority**

Seniority shall be defined as the total length of service within the District and within the 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 union president, the District shall provide the Union 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 Union 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 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 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 - Union Dues**

Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues, fees, and/or assessments charged by the union. This authorization must be in writing and forwarded to the Human Resources Office. Authorizations for payroll deduction under this Article shall remain valid until revoked by the employee in writing.

The amounts deducted by the District shall be remitted, together with an itemized statement, to the Union by the first day of the month after such deductions are made.

The Union agrees that it will indemnify, defend, and hold the District harmless from all suits, actions, proceedings or claims against the District involving the application of this Article.

## **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 Union 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 Union 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 Union, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

## Article 19 – Discipline, Dismissal, and Performance

### A. Dismissal and Discipline

Employees will be made aware of all District policies and/or procedures that could cause an employee to suffer disciplinary action. No employee covered by this Agreement will be disciplined without due process. Prior to administering discipline, the District will conduct a full, fair and objective investigation, and will use the gathered information to determine if there is sufficient evidence to warrant discipline. Except in the case of egregious behavior, the District will utilize progressive discipline. All information forming the basis for disciplinary action, including video and/or audio evidence, will be made available to the employee and the Union. For the purpose of this Article, discipline will include verbal warnings, written warnings and reprimands placed in the employee's personnel file; suspension; demotion; and dismissal (including suspension, demotion, and dismissal for performance reasons). Prior to 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 will be notified in writing. The written notification will include notification that the employee is entitled to Union representation.

Should an employee be represented by legal counsel, District, Regional or State level Union personnel, the Assistant Superintendent of Human Capital Management will 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. In cases of misconduct a verbal conference will be held with the employee, the Union Representative if so requested by the employee, and the supervisor. At that conference, reasons which are regarded as cause for suspension or termination and specific examples of such will be given.
3. In cases of inadequate performance, the supervisor will 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) workdays will be provided for improvement before proceeding to a written Plan of Assistance.

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 a sufficient time period for correcting the deficiency;
  - (iii) provides suggestions for improvement;
  - (iv) may include the use of Union or peer coaching;

- (v) provides, at a minimum, a mid-plan status check-in;
- (vi) cites District-provided resources and/or training and other assistance necessary to assist in the employee's performance improvement, if appropriate.

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

b. Following the expiration of the corrective period, the supervisor, the employee and the Union representative (and other attendee(s) upon mutual prior agreement with the District), if the employee so chooses, will 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 supervisor, at their discretion, from continuing the employee's assisted status, if, in their 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 is entitled to a hearing before the School Board if a written request is filed with the Board within fifteen (15) calendar days of the demotion or dismissal.

#### **B. Administrative Leave**

1. The employee may be suspended immediately with pay from employment with the District until the charges are investigated by the Assistant Superintendent of Human Capital Management, or their designee, and a decision is made to continue or to discontinue said employee's employment. If the employee is cleared of the charges, said employee will be reinstated without loss of pay or accrued benefits.
2. If the charges are upheld, the termination day will be the date that the Superintendent or their 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 Union based upon the interpretation, application, or violation of this Agreement.
2. **Aggrieved Person**—An “aggrieved person” is the person or persons or the Union 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.
5. **Representation** – A grievant shall be entitled to a Union 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 Union, provided that the adjustment is not inconsistent with the terms of the Agreement.
3. The Union and District shall meet on an established, regular basis to review contractual concerns of the Union or the District. It shall be the responsibility of the Union 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 Union and District are discussing the matter. The time limits specified will begin after five (5) days written notification by either the Union 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 a Union representative, if requested, with the objective of resolving the matter informally.

Should an employee be represented by Union appointed legal counsel, district level, regional or state level Union 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 Union 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 Union 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 Union 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 Union 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 Union 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 Union, 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 Union — Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, and/or, at his/her option, a Union representative. Commencing at Level Two of the grievance procedure, the Union shall have the right to be present and to state its views.

**E. Miscellaneous**

1. Group Grievance—If, in the judgment of the Union, a grievance affects a group or class of employees, the Union 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 Union 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 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.

### **B. Average Hour Guidelines**

Although the District is utilizing a time clock, the following guidelines will continue to be used to calculate average hours for all bus drivers.

1. AM start time is the leave time printed on the route sheet plus three (3) minutes to collect the bus keys and to prepare for the route, plus fifteen (15) minutes for the pre-trip.
2. AM end time is the time printed on the route sheet to drop at the last school plus two (2) minutes to unload, plus the predetermined travel time between the school and the bus lot, plus two (2) minutes to park, plus three (3) minutes to return the bus keys.
3. PM start time is two (2) minutes before the school's scheduled dismissal time plus three (3) minutes to collect the bus keys and to prepare for the route, plus five (5) minutes to conduct the pre-trip, plus three (3) minutes to leave the bus lot, plus the predetermined travel time between the school and the bus lot.
4. PM end time is the printed end time on the route sheet plus five (5) minutes for the post-trip plus three (3) minutes to return the bus keys.
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, Section B. 1 - 4) and dividing by the number of assigned route drivers.
6. Middays are determined the same as AM or PM. Pre-trip and post-trip time is not included.
7. Twenty (20) minutes is added to miscellaneous time for sweeping, fueling paperwork, and reviewing notes from the office.
8. If a route has fifteen (15) minutes or more layover time, then only five (5) minutes is added for reviewing notes.
9. Extended Day Opportunity (EDO) Route times begin at the end of the PM route and end at the time printed on the EDO route plus five (5) minutes post trip.
10. All shuttle routes and extra regularly scheduled work will be included in miscellaneous 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.) will be tracked and submitted to a supervisor for approval and then sent to Time and Attendance Processor.
13. Drivers covering routes will track the actual time worked but need to be close to the average hours for the assignment unless the 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 will 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 if forty (40) hours have been worked within the workweek. The workweek will commence on Sunday at 12:01 a.m..

Drivers who have an additional job at Reynolds School District in a different department and thus do not have the flexibility of modifying their work schedule, will have trip assignments made in a manner that minimizes overtime.

To keep overtime hours at a minimum, drivers who work solely in the Transportation Department will relinquish part of their regular schedule to take trips

**D. Assignment Guidelines**

The following will be considered as guidelines for driving assignments in the Transportation Department:

**1. Route Definitions:**

- a. Regular Bus Routes are defined as all bus routes necessary to transport students from home to school and school to home at established school bell times.
- b. Midday Routes are defined as routes occurring between starting and ending school bell times and not specifically connected to a Regular Bus Route.
- c. Extended Day Opportunity (EDO) Routes are defined as evening bus routes necessary to transport students from school to home later than the established ending school bell times.
- d. Shuttle Routes are defined as routes transporting students between school sites or to an alternative site other than home.

**2. Routine Route Assignments**

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

When assigning EDO and Shuttle Routes, the Supervisor will consider, in no particular order, seniority, student need, impact on other driving assignments, and average hours. An attempt to balance assignments among all drivers will be made.

- a. Routes will 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 an approved leave), or if there is a change to all routes due to boundary or bell time changes.
- b. Newly created” routes will be considered “vacant.”
- c. Vacant routes will be posted for five (5) workdays unless student needs warrant fewer days.
- d. All drivers who worked a Midday Route the previous school year will be given preference for Midday Route assignments.
- e. Drivers having one (1) hour or less between routes or between routes and trips will 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 will be considered “out of service” and thus unpaid. This standard applies to the regular/customary workday.
- f. After Transportation Department needs are met (creating all routes with a minimum of four (4) hours), remaining EDO and Shuttle Routes that can be added on to the Regular Routes will be posted. EDO and Shuttle Routes will be awarded by seniority providing the additional route does not add more time than the assignment due to paid layover time. If a Regular Route is posted that includes an EDO or Shuttle Route, the EDO or Shuttle Route will be posted separately, unless the removal of the EDO or Shuttle Route drops the route below four (4) hours. In that case the EDO or Shuttle Route will remain with that route or be awarded to the most-senior driver with an assigned route below four (4) hours and who would gain benefits with the addition of the EDO or Shuttle Route. The EDO or Shuttle Route must fit with the primary route without adding more time than the assignment due to paid layover time.

### 3. Extra Driving Assignments

Extra Trips are defined as athletic trips or field trips which are requested by the schools specifying specific dates.

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

### 4. Extra Trip and Cover Route Assignments

- 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 Midday Route drivers will normally be limited to evenings and weekends; however, the District will make exceptions as appropriate.
- e. A driver may give preferences for refusing certain trips or certain days, but District needs (e.g., the unavailability of other drivers) may take precedence.
- f. The average hours a driver works per week will be taken into consideration when making assignments. Hours will be distributed based on District need(s), driver training/ability, student safety, availability of drivers, and the impact on other driving assignments. There will be an attempt made to balance the distribution of extra assignments.
- g. A bus driver will be paid a minimum of two (2) hours at the regular hourly rate (except as provided in Article 8., Section K) for all trips not attached to a normal workday.
- h. Drivers who report for a scheduled trip which had 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, Section D., Subsection 4.g., will receive a minimum of two (2) hours' pay.

#### 5. Calendar for Trips

An Extra Trip calendar will be provided and will be utilized by the trip drivers. Drivers may use the calendar to request temporary removal from trip assignments for a particular day or time.

To ensure equity for employees' access to trip assignments, any employee who fails to request temporary removal from trip assignments with a minimum of seven (7) working days of the trip date may be subject to temporary removal from trip assignments for the following seven days.

#### 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 Transportation Supervisor in writing by May 15.

2. A driver must be able to drive their regular assigned Summer Route from the start date to the end date unless time off has been approved by the Transportation Supervisor.
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.

**F. Overnight Trip Pay**

1. Drivers will be paid a minimum of 8 hours per day for any Overnight Trips
  2. Paid work time for such trips includes:
    - a. Bus pre-trip inspection;
    - b. Driving time to and from the location destination; additional time will be paid for:
      - (i) Continual shuttles throughout the day when the driver does not have down time
      - (ii) Driving time shuttling students between the event location and restaurants or lodging locations
      - (iii) Shuttling students to different areas ~~at~~ within the destination site
      - (iv) The time driver must remain at the student event location due to an undetermined end time
      - (v) Driving to tournament competitions where the schedule is determined by wins or losses
  3. Drivers report to the Transportation Administrator the actual time spent driving beyond eight (8) hours to determine how extra time will be paid. All overtime hours will be paid as outlined in Article 8 - Salary.
- G. The District will reimburse mechanics for the cost of steel-toed work boots up to \$250 annually. Boot selection will align with OSHA approved footwear.

## **Article 22 - Meetings and Conventions**

- A. The Union 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 Union 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 Union shall be allowed two (2) days per year without pay to be used by the employee group for attendance at the Union's state conference. Such absence shall be granted upon proper application and approval by the superintendent.
- D. When a Union officer is required to miss work in order to attend regularly scheduled union meetings, the Union will work with the District to arrange schedules and make-up time for the Union officer requesting the absence, in advance of the meeting. The Union 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 classes and/or District-approved workshops taken by employees to improve job efficiency, 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 current Fall Portland State University graduate rate. 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 in the previous twelve (12) months. The supervisor may agree to interview the applicant again within the twelve (12) month period. 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 Union 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, 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 one hundred twenty (120) 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. Union Copies**

The District shall furnish the president of the Union 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 – Non-Discrimination**

The Union shall represent all classified employees in the school district within the bargaining unit equally and without discrimination.

The District will follow all applicable District policies, including GBA – Equal Employment Opportunity and GBNA/GBNA-AR – Hazing/Harassment/Intimidation/Bullying/Menacing Staff, as well as federal and state law in providing a work environment free of bullying/harassment and discrimination, including discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, marital status, age, veterans' status, genetic information and disability.

## **Article 26 – Workplace and Environmental Safety**

The District and the Union mutually agree to work together to promote a safe and healthy work environment. The District will comply with state and federal laws and regulations pertaining to workplace and equipment safety, including OAR 839-004-0001 through 839-004-002.

### **A. Working Conditions**

Employees shall not be required to work under unsafe or hazardous conditions to perform tasks which endanger their health, safety, or wellbeing as provided for under Oregon law. Any unsafe or hazardous conditions will be reported to the immediate supervisor. The supervisor will:

1. Assign the employee to another work place OR
  2. Allow the employee to leave work OR
  3. Judge the workplace to be safe and require the employee to return to work.
- If an employee is allowed to leave work due to unsafe or hazardous conditions, it will be with no loss of pay. No employee shall be disciplined for making such a report to his/her supervisor.

### **B. Act of Violence Causing Serious Employee Injury**

After an event where an employee suffers a serious injury due to attack, assault, or overt physical act of violence, the employee shall not be required to work with the individual who caused the injury until such time as the employee and the building administrator/program director or supervisor have met and conferred. The employee may have union representation with them at the meeting.

### **C. Safety Committee**

There shall be a separate Safety Committee designated for each location in the district as well as a District Safety Committee. All Safety Committees shall have at least two classified employee representatives as members.

### **D. Safety Violations**

An employee who believes there is an unsafe or hazardous working condition, shall first report the matter to his or her supervisor and the Building Safety Committee. If the matter remains unresolved with the supervisor and the Safety Committee, then any allegation that the District has violated the provisions in this article must be made to the appropriate state agency and may not be processed through the contractual grievance procedure.

### **E. District Behavior Response Committee**

The Union shall have equal representation on the District Behavior Response Committee. The committee meets monthly during the school year, reviews the District's student discipline procedures, recommends changes that it feels would be in the best interest of the District, and provides quarterly reports to the School Board.

## Appendix A: Classifications

### Secretarial/Clerical

#### School

Assistant Records Secretary .....	IIA
Assistant Secretary — HS .....	IIC
Assistant Secretary Elementary/MS .....	IIA
Athletic Secretary .....	IIC
Attendance Secretary - HS .....	IIC
Clerk .....	IC
Counseling Secretary .....	IIB
High School Bookkeeper .....	IIIA
Lead School Secretary .....	IIIA
Receptionist — School .....	IC
Registrar — High School .....	IIC

#### Specialized/Department

Community Resources Secretary .....	IIIA
Curriculum Secretary .....	IIIA
ELL Secretary .....	IIIA/IIB
Facilities Secretary .....	IIC
Facilities Support Specialist .....	IIIA
Federal Programs Secretary .....	IIIA/IIB
Media Department Secretary .....	IIIA/IIB
Media Department Assistant Secretary .....	IIA
Nutrition Services Secretary .....	IIIA/IIB
Nutrition Services Assistant Secretary .....	IIA
Clerk .....	IC
Operations Secretary .....	IIIA
Receptionist — District .....	IIC
Student Services Secretary .....	IIIA/IIB
Transportation Assistant Secretary .....	IIA
Transportation Secretary .....	IIIA

#### Business Services:

Accounts Payable Technician .....	IIB
Business Services Assistant .....	IIC
Business Services Secretary .....	IIIA
General Ledger Technician .....	IIC
Payroll Technician .....	IIB
Procurement & Accounting Specialist .....	IIB

#### Custodial:

Custodian .....	IC
Custodian Night Lead, Elem. ....	IIA
Custodian Night Lead MS/HS .....	IIB
Custodian Elem/MS/HS Lead .....	IIIA

#### Nutrition Services

Assistant Manager, MS .....	IC
Assistant Manager, HS .....	IIA
Cook .....	IB
Manager, Elem. ....	IIB
Manager, MS .....	IIB
Manager, HS .....	IIC
Warehouse/Driver .....	IIB

#### Warehouse

Warehouse Worker I .....	IIA
Warehouse Worker II .....	IIB
Delivery Driver .....	IIA

### Instruction

Library/Media Assistant .....	IIA
SAS Instructional Assistant .....	IB
ELL Department Liaison .....	IIC
Educational Assistant .....	IIA
Skills Trainer .....	IIB
Transition Specialist .....	IIC
Language Services Coordinator .....	IIIC

### Day Care

Day Care Aide .....	IA
Day Care Worker (For Head Start Effective 8/2016) .....	IIA
Day Care Lead (For Head Start Effective 8/2016) .....	IIIA
Preschool Assistant .....	IB

### Skills/Trades

MYC Crew Leader .....	IIC
MYC Program Coordinator .....	IIIC
Trades Crew Leader .....	IIC
Auto/Metal Assistant .....	IB

### Maintenance

Maintenance Worker — General .....	IIC
Maintenance Worker — Skilled .....	IIIC
Maintenance Worker — Lead .....	IIIA
Painter .....	IIIA

### Grounds

Groundskeeper — I .....	IIC
Groundskeeper Lead .....	IIIA

### Student Management

Breakfast Assistant .....	IA
Campus Monitor .....	IIB
Crossing Guard .....	IB
ISS Monitor .....	IIA
Noon Assistant .....	IA
Health and Safety Assistant .....	IB

### Transportation

Mechanic I .....	MI/Bus Driver
Mechanic II .....	MII
Mechanic III .....	MIII
School Bus Assistant .....	IC
School Bus Driver .....	MI/Bus Driver
School Bus Trainer .....	MI/Bus Driver
Dispatch Receptionist .....	IIC
Dispatcher .....	IIIA
Routing/Technology Lead .....	IIIC
Routing Specialist .....	IIIA
Training and Safety Lead .....	IIIC
Transportation Time & Attendance Processor .....	IIIA

<p><b>Technology</b></p> <p>Digital Imaging Technician..... IIIA</p> <p>Student Information System Support Specialist..... IIIA</p> <p>Technical/Computer Specialist .....IIIC</p> <p>Technical Computer Specialist II ..... IIIC+ \$4 Per Hour</p>	<p><b>Other Positions</b></p> <p><b>(No Bumping to Other Positions Within This Group):</b></p> <p>Aquatic Assistant..... IIB</p> <p>Aquatic Director..... IIC</p> <p>Assistive Technology Assistant..... IIA</p> <p>Assistive Technology Technician ..... IIIC</p> <p>Certified Occupational Therapy Assistant..... IIIC</p> <p>Certified Speech Language Pathologist Assistant ..... IIIC</p> <p>Licensed Physical Therapy Assistant ..... IIIC</p> <p>Communications Department Liaison ..... IIC</p> <p>Communications Technician ..... IIIC</p> <p>District Courier..... IIIA</p> <p>Coordinator of Career &amp; Post Secondary Prep ..... IIIA</p> <p>College and Career Center Coordinator..... IIIC</p> <p>CTE Internship Coordinator ..... IIIC</p> <p>Fine and Performing Arts Center Coordinator ..... IIIC</p> <p>High School Student Engagement Coordinator ..... IIIC</p> <p>Testing Coordinator ..... IIIC</p> <p>Student Services/Federal Programs Bookkeeper ..... IIB</p> <p>HVAC DDC Controls and Low-Voltage Lead Technician ..... IIIC</p>
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**Appendix B**  
**Reynolds School District**  
**2021 - 2022 Classified Salary**  
**Schedule**

Step	Level I			Level II			Level III			Mechanic		
	A	B	C	A	B	C	A	B	C	MECH I/ BUS DRIVER	MECH II	MECH III
10	19.93	20.94	22.54	23.07	23.89	25.86	26.31	27.53	30.42	27.66	31.15	34.16
9	19.16	20.14	21.67	22.18	22.97	24.88	25.30	26.46	29.25	26.61	29.96	32.84
8	18.42	19.36	20.84	21.33	22.09	23.93	24.33	25.44	28.13	25.58	28.80	31.58
7	17.71	18.62	20.03	20.51	21.24	23.01	23.39	24.46	27.04	24.60	27.70	30.37
6	17.03	17.90	19.26	19.72	20.42	22.12	22.49	23.52	26.00	23.65	26.63	29.20
5	16.38	17.21	18.52	18.97	19.64	21.27	21.62	22.61	25.00	22.74	25.61	28.07
4	15.75	16.55	17.80	18.23	18.88	20.45	20.79	21.74	24.04	21.87	24.63	26.99
3	15.14	15.91	17.12	17.53	18.16	19.67	19.99	20.91	23.11	21.03	23.68	25.95
2	14.56	15.30	16.46	16.86	17.46	18.91	19.23	20.10	22.22	20.22	22.77	24.95
1	<b>*14.00</b>	14.71	15.83	16.21	16.79	18.18	18.48	19.33	21.36	19.44	21.89	23.98

\*2021-22 salary schedule includes an adjustment to IA column. IA Step 1 increased to match new minimum wage of \$14.00 per hour and IA Step 2 – 10 were calculated at 4% above the previous step.  
A 3.25% COLA increase is applied to IB – Mech III columns over 2020-21 rates.

**Reynolds School District**  
**2022 - 2023 Classified Salary**  
**Schedule**

Step	Level I			Level II			Level III			Mechanic		
	A	B	C	A	B	C	A	B	C	MECH I/ BUS DRIVER	MECH II	MECH III
10	20.99	21.62	23.27	23.82	24.67	26.72	27.17	28.42	31.41	28.57	32.17	35.27
9	20.19	20.79	22.37	22.91	23.72	25.69	26.12	27.32	30.20	27.47	30.93	33.91
8	19.41	19.99	21.51	22.02	22.81	24.70	25.12	26.27	29.04	26.42	29.74	32.61
32	18.66	19.22	20.68	21.18	21.93	23.75	24.15	25.25	27.92	25.40	28.60	31.36
6	17.95	18.48	19.89	20.36	21.09	22.84	23.33	24.28	26.85	24.42	27.50	30.15
5	17.26	17.77	19.12	19.59	20.28	21.96	22.32	23.35	25.81	23.48	26.44	28.98
4	16.59	17.09	18.38	18.83	19.50	21.12	21.47	22.45	24.82	22.58	25.43	27.87
3	15.95	16.43	17.68	18.10	18.75	20.31	20.64	21.59	23.86	21.71	24.45	26.79
2	15.34	15.80	17.00	17.41	18.03	19.52	19.85	20.75	22.94	20.88	23.51	25.76
1	<b>**14.75</b>	15.19	16.34	16.74	17.33	18.77	19.08	19.96	22.06	20.07	22.60	24.76

\*\*2022-23 salary schedule includes an adjustment to IA column. IA Step 1 increases to match new minimum wage of \$14.75 per hour and IA Step 2 – 10 were calculated at 4% above the previous step.  
A 3.25% COLA increase is applied to IB – Mech III columns over 2021-22 rates.

**Reynolds School District**  
**2023 - 2024 Classified Salary**  
**Schedule**

Step	Level I			Level II			Level III			Mechanic		
	A	B	C	A	B	C	A	B	C	MECH I/ BUS DRIVER	MECH II	MECH III
10	21.52	22.16	23.85	24.42	25.29	27.39	27.85	29.13	32.20	29.29	32.97	36.15
9	20.69	21.31	22.93	23.48	24.31	26.33	26.77	28.00	30.96	28.16	31.70	34.76
8	19.90	20.49	22.06	22.58	23.38	25.32	25.75	26.93	29.77	27.08	30.48	33.43
7	19.13	19.71	21.20	21.71	22.48	24.35	24.75	25.88	28.62	26.03	29.31	32.14
6	18.39	18.94	20.39	20.87	21.61	23.41	23.80	24.89	27.52	25.03	28.19	30.90
5	17.69	18.22	19.60	20.08	20.79	22.51	22.88	23.93	26.46	24.07	27.10	29.70
4	17.01	17.52	18.84	19.30	19.98	21.65	22.00	23.01	25.44	23.14	26.07	28.57
3	16.35	16.84	18.12	18.56	19.22	20.81	21.16	22.13	24.46	22.25	25.06	27.46
2	15.72	16.20	17.42	17.85	18.48	20.01	20.35	21.27	23.51	21.40	24.10	26.40
1	<b>**15.12</b>	15.57	16.75	17.16	17.77	19.24	19.56	20.46	22.61	20.58	23.17	25.38

2.5% COLA increase is applied over 2022-23 rates.  
\*\*\*If IA Step 1 falls below minimum wage on July 1, 2023, then IA Step 1 will be set to new minimum wage and IA Steps 2 – 10 will be calculated at 4% above previous step.

Longevity 30 = +\$.50 added to your current hourly rate (longevity steps are cumulative). Total = \$1.75  
Longevity 25 = +\$.35 added to your current hourly rate (longevity steps are cumulative). Total = \$1.25  
Longevity 20 = +\$.55 added to your current hourly rate (longevity steps are cumulative). Total = \$0.90  
Longevity 15 = +\$.35 added to your current hourly rate (longevity steps are cumulative). Total = \$0.35

## Appendix C – Salary Schedule Quick Reference Reynolds School District

## 2021 - 2024 Classified Salary Schedules

2021-2022 COLA: 3.25%      2022-2023 COLA: 3.25%      2023-2024 COLA: 2.5%

## 4% Increase Between Steps Maintained

Steps	2020-2021 1A	2021-2022 1A	2022-2023 1A	2023-2024 1A	2020-2021 1B	2021-2022 1B	2022-2023 1B	2023-2024 1B	2020-2021 1C	2021-2022 1C	2022-2023 1C	2023-2024 1C
10	18.86	19.93	20.99	21.52	20.28	20.94	21.62	22.16	21.83	22.54	23.27	23.85
9	18.13	19.16	20.19	20.69	19.50	20.14	20.79	21.31	20.99	21.67	22.37	22.93
8	17.43	18.42	19.41	19.90	18.75	19.36	19.99	20.49	20.18	20.84	21.51	22.06
7	16.76	17.71	18.66	19.13	18.03	18.62	19.22	19.71	19.40	20.03	20.68	21.20
6	16.12	17.03	17.95	18.39	17.34	17.90	18.48	18.94	18.65	19.26	19.89	20.39
5	15.50	16.38	17.26	17.69	16.67	17.21	17.77	18.22	17.93	18.52	19.12	19.60
4	14.90	15.75	16.59	17.01	16.03	16.55	17.09	17.52	17.24	17.80	18.38	18.84
3	14.33	15.14	15.95	16.35	15.41	15.91	16.43	16.84	16.58	17.12	17.68	18.12
2	13.78	14.56	15.34	15.72	14.82	15.30	15.80	16.20	15.94	16.46	17.00	17.42
1	13.25	*14.00	**14.75	***15.12	14.25	14.71	15.19	15.57	15.33	15.83	16.34	16.75

Steps	2020-2021 2A	2021-2022 2A	2022-2023 2A	2023-2024 2A	2020-2021 2B	2021-2022 2B	2022-2023 2B	2023-2024 2B	2020-2021 2C	2021-2022 2C	2022-2023 2C	2023-2024 2C
10	22.34	23.07	23.82	24.42	23.14	23.89	24.67	25.29	25.05	25.86	26.72	27.39
9	21.48	22.18	22.91	23.48	22.25	22.97	23.72	24.31	24.09	24.88	25.69	26.33
8	20.65	21.33	22.02	22.58	21.39	22.09	22.81	23.38	23.16	23.93	24.70	25.32
7	19.86	20.51	21.18	21.71	20.57	21.24	21.93	22.48	22.27	23.01	23.75	24.35
6	19.10	19.72	20.36	20.87	19.78	20.42	21.09	21.61	21.41	22.12	22.84	23.41
5	18.37	18.97	19.59	20.08	19.02	19.64	20.28	20.79	20.59	21.27	21.96	22.51
4	17.66	18.23	18.83	19.30	18.29	18.88	19.50	19.98	19.80	20.45	21.12	21.65
3	16.98	17.53	18.10	18.56	17.59	18.16	18.75	19.22	19.04	19.67	20.31	20.81
2	16.33	16.86	17.41	17.85	16.91	17.46	18.03	18.48	18.31	18.91	19.52	20.01
1	15.70	16.21	16.74	17.16	16.26	16.79	17.33	17.77	17.61	18.18	18.77	19.24

Steps	2020-2021 3A	2021-2022 3A	2022-2023 3A	2023-2024 3A	2020-2021 3B	2021-2022 3B	2022-2023 3B	2023-2024 3B	2020-2021 3C	2021-2022 3C	2022-2023 3C	2023-2024 3C
10	25.48	26.31	27.17	27.85	26.66	27.53	28.42	29.13	29.46	30.42	31.41	32.20
9	24.50	25.30	26.12	26.77	25.63	26.46	27.32	28.00	28.33	29.25	30.20	30.96
8	23.56	24.33	25.12	25.75	24.64	25.44	26.27	26.93	27.24	28.13	29.04	29.77
7	22.65	23.39	24.15	24.75	23.69	24.46	25.25	25.88	26.19	27.04	27.92	28.62
6	21.78	22.49	23.22	23.80	22.78	23.52	24.28	24.89	25.18	26.00	26.85	27.52
5	20.94	21.62	22.32	22.88	21.90	22.61	23.35	23.93	24.21	25.00	25.81	26.46
4	20.13	20.79	21.47	22.00	21.06	21.74	22.45	23.01	23.28	24.04	24.82	25.44
3	19.36	19.99	20.64	21.16	20.25	20.91	21.59	22.13	22.38	23.11	23.86	24.46
2	18.62	19.23	19.85	20.35	19.47	20.10	20.75	21.27	21.52	22.22	22.94	23.51
1	17.90	18.48	19.08	19.56	18.72	19.33	19.96	20.46	20.69	21.36	22.06	22.61

Steps	2020-2021 M1	2021-2022 M1	2022-2023 M1	2023-2024 M1	2020-2021 M2	2021-2022 M2	2022-2023 M2	2023-2024 M2	2020-2021 M3	2021-2022 M3	2022-2023 M3	2023-2024 M3
10	26.79	27.66	28.57	29.29	30.17	31.15	32.17	32.97	33.08	34.16	35.27	36.15
9	25.76	26.61	27.47	28.16	29.01	29.96	30.93	31.70	31.81	32.84	33.91	34.76
8	24.77	25.58	26.42	27.08	27.89	28.80	29.74	30.48	30.59	31.58	32.61	33.43
7	23.82	24.60	25.40	26.03	26.82	27.70	28.60	29.31	29.41	30.37	31.36	32.14
6	22.90	23.65	24.42	25.03	25.79	26.63	27.50	28.19	28.28	29.20	30.15	30.90
5	22.02	22.74	23.48	24.07	24.80	25.61	26.44	27.10	27.19	28.07	28.98	29.70
4	21.17	21.87	22.58	23.14	23.85	24.63	25.43	26.07	26.14	26.99	27.87	28.57
3	20.36	21.03	21.71	22.25	22.93	23.68	24.45	25.06	25.13	25.95	26.79	27.46
2	19.58	20.22	20.88	21.40	22.05	22.77	23.51	24.10	24.16	24.95	25.76	26.40
1	18.83	19.44	20.07	20.58	21.20	21.89	22.60	23.17	23.22	23.98	24.76	25.38

Longevity pay to be added per Article 8(B)

\* 2021-2022 Step 1 increased for new Minimum Wage.

\*\* 2022--2023 Step 1 increased for new Minimum Wage

\*\*\* 2023-2024 Salary was calculated by adding the COLA (2.5%) to the 2022-23 salary for each step. If Step 1 falls below minimum wage  
in July 2023, Step 1 will be set to new minimum wage and steps 2-10 will be calculated at 4% above the previous step.

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