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District Opening Proposal – May 29, 2014

**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, ~~2010~~ **2014**, by the Oregon School Employees Association, Chapter 37, hereinafter referred to as the "Association," and the Board of Education of School District #7, hereinafter referred to as the "Board" or "District."

~~This agreement was amended on June 14, 2012 as a result of an economic reopener to include the fourth year (July 1, 2013 through June 30, 2014) and to amend the provisions in Article 4, Fringe Benefits, Article 8, Salary (including salary schedules), Article 10, Vacations, and Article 26, Early Retirement as outlined in the attached document. The parties further agree that there will be no provision for an additional economic reopener for the duration of this agreement.~~

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) ~~four (4)~~ years from July 1, ~~2010~~ **2014**, provided, however, that it shall be renewed automatically on its termination date for another one year, in the form in which it has been written and amended or supplemented during its life by mutual agreement; unless one party gives written notice to the other party before its current expiration date of its intention to terminate, amend, or modify the Agreement. However, provisions of this Agreement shall remain in full effect and force during the negotiations for a successive contract and until such time as a successor document is ratified by the employee representative and the District.

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

Cindy Dominiak
President, Chapter 37, OSEA

~~Dane Nickerson Theresa Delaney-Davis~~
Board Chair

Fernando Gapasin, Negotiator, OSEA

~~Linda Florence Joyce Henstrand~~, Superintendent

Sue Mutschler

Jennifer Ellis, Director of Human Resources

Kim Greenlee

Kathy Houck, Transportation Coordinator

Sandy Gillis

Rachel Hopper, Chief Financial/ Operations Officer ~~Lisa McDonald~~

Amanda Ouellette ~~Dave Miller~~

Chris Greenhalgh, Director of Secondary Education ~~Chuck Cooper~~

Ed Baker

Theresa Schleining ~~Norene Huddleston~~

Bev Lewis ~~Dorrie Cook~~

District Opening Proposal – May 29, 2014

Article 1 - Recognition

- A. The Board recognizes the Association as the exclusive bargaining representative for all regular full-time and regular part-time classified employees employed by the District. Further, it recognizes that all supervisors, confidential employees, substitutes, and/or temporary employees are specifically excluded from the bargaining unit, as determined by the Employment Relations Board (ERB).
- B. For the purpose of this paragraph, substitute employees are those irregular employees called in to replace regular employees who are sick or on an excused absence.
- C. For the purpose of this paragraph, temporary employees are those irregular employees hired for a specific period of time, not to exceed sixty-five (65) continuous workdays (e.g., summer help, or any specific job, and cannot be repeated).

An employee hired for a new position involving a special needs child, or as a result 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 shall be that of their first balance-of-the-year date of hire, and layoff and recall benefits will not apply so long as the original reason for employment continues to exist.

- D. Beginning in March of each school year, the district may identify new job openings as “balance of the year” if there is a possibility that the job may not be carried forward to the new school year. The district will notify the Association and the job shall be considered temporary. Should an extension of the sixty-five (65) days be needed to complete the school year, the Association and the District shall negotiate that extension.
- E. The above recognition of the right of the Association to represent the classified employees in negotiations with the Board is not to be construed as obligating the Board in any way to continue any functions or policies; however, the Board agrees to confer and ask for input from the Association on matters of policy affecting the classified school employees. The Board reserves the right to create, combine, or eliminate any positions as, in its judgment, is deemed necessary, unless specifically nullified by this Agreement.

Article 2 – District Rights

- A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Board retains all its customary, usual, and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the district or any part of the district. The rights of the employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement and applicable law. The Board retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement or applicable law.
- B. Nothing in this Agreement shall require the District to continue in existence any of its present programs.

In the event the District considers the option of contracting out any bargaining unit work, the District will notify the Association of said consideration at least ninety (90) days prior to implementation. The District agrees to bargain the decision with the Association during that 90-day period.

If, after such bargaining over the decision (if any is requested by the Association), the District decides to contract out, the District shall enter into good faith bargaining with the Association over the impact to the employees of the decision. It is understood that the District may implement its decision thirty (30) days following final Board action regardless of the status of impact bargaining.

- C. Notwithstanding the above, the District shall inform the employee of any action which results in a reduction in staff prior to that decision.
- D. The District email system shall be considered an official form of communication for departmental, District and school business. Employees with daily access to a computer at work are expected to have an up-to-date District email account and to check it regularly for departmental, District and school communications.

The Association and the District will jointly identify those employees not having daily access to a District email account.

Article 3 – Physical Examination

- A. The district will pay the cost of required physical examinations, including EKG's and eye examinations if required. The District will establish standards for such physicals and may recommend the physician to be used. If the employee chooses to have the physical exam conducted by a physician other than the one recommended by the District, the District shall only be obligated to pay the amount it would have paid to the recommended physician. Any charges beyond that are the responsibility of the employee.

- B. When an employee chooses to have the physical examination performed by a physician of the employee's choice, the District may require a second opinion by a doctor of the District's choice. In such case, the District will pay the cost for the second opinion.

If the employee wishes to know the reasons for a second opinion, a meeting will be scheduled with the supervisor to have the decision explained.

- C. Drug and alcohol testing shall be done in accordance with state and federal law, and district policies GBEC and GBEDA.

Article 4 - Fringe Benefits

- A. The District shall contribute up to the following amounts for the purchase of district provided major medical, dental including orthodontics, vision, prescription, disability, life and annuity programs for all employees working half-time or more in regular district programs.

	2010/11 & 2011/12	2012/13 & 2013/14
Twelve (12) month employees	\$897.73	\$997.73 per month
Employees who work 195 days or more, excluding vacation time, but less than twelve months	\$783.61	\$883.61 per month
Employees who work 194 days or less, excluding vacation time	\$726.10	\$826.10 per month

- B. The employee will have the choice of allocating fringe benefit dollars to any major medical, dental (including orthodontics), vision, prescription, disability, and life insurance currently offered by the District through 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.

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

- C. Should the employee choose not to utilize one of the district health insurance plans, the employee shall provide the district with a letter stating the employee has coverage from another source. The employee shall be advised by the District that should such other coverage cease, the employee would not be assured of getting back on a district program, except at the anniversary date of the district policy or with the waiver of pre-existing conditions unless coverage is disallowed. (Worker's Compensation and retirement contributions are not included.)
- D. The District shall provide, at no cost to the employee, term life insurance in the amount of \$20,000 for each employee in the bargaining unit.
- E. Insurance Pool
 Members will be limited to half of their unused district insurance contribution dollars for the purchase of insurance plans not covered in Section B of this article. All unused dollars will create a pool to be redistributed to all bargaining unit members. OSEA representatives and the District will meet to determine the current FTE after open enrollment and the remaining dollars will be distributed to all members to minimize out-of-pocket expenses. Pool calculations will be completed within fourteen (14) days following the open enrollment cut off date. The pool will become effective in the 2012-13 school year.

Article 5 - Paid Leaves of Absence

A. Sick Leave

Employees who are absent because of personal illness or injury or pregnancy shall receive compensation on account of sickness during such absence in accordance with the following provisions:

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

B. Bereavement

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

C. Court Appearances

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

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

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

D. Emergency Leave

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

Leave may be granted for the following reasons:

- a. Serious illness or serious injury to a party in the employee's immediate family
- b. Court appearance.
- c. Wedding of employee (not to exceed one day) or birth or wedding of members in the immediate family.
- d. Serious household emergencies. Serious household emergencies are those that by necessity cannot be delayed or cared for outside the regular work day.
- e. Funerals for close friends.
- f. Emergency closure
- g. Major family events (child graduating from college; family member returning from foreign military service.)
- h. Religious Observance

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

E. Immediate Family

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

F. Family Illnesses

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

- Emergency leave
- Sick leave
- Vacation leave (if applicable); or
- The day may be taken without pay

~~G. Cost of Substitute Leave~~

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

GH. Worker's Compensation Leave

1. Any employee who has filed a Workers' Compensation claim that includes time loss may be paid during the (3) day waiting period before insurance carrier payments begin by opting to use accumulated sick leave or vacation leave, or one day of emergency leave.
2. The employee, or the Association on their behalf, needs to notify Human Resources as to their choice of using sick leave, emergency leave, vacation time or unpaid days to fulfill the other 30% of wages lost. If no such notification occurs, the District shall use available days in this order: sick leave, emergency leave, vacation time or unpaid leave.
 - a. The employee must turn in a classified leave slip, marking "Worker's Comp" as the reason for absence. The District will deduct one (1) day of sick leave from the employee's accrued sick leave and the employee will continue to be paid at his/her regular rate of pay.
 - b. The employee will keep wage loss payments from the insurance carrier, The District will deduct appropriate leave (as per a. above) and the employee will continue to receive their regular rate of pay.

c. An employee electing unpaid days (as per a. above) shall not have accrued leave deducted from their leave account (in essence receiving only insurance carrier payments for their time loss period).

I. Military Leave

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

Article 6 - Unpaid Leaves of Absence

A. Unpaid Medical Leave

Employees who have 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.

~~Employees who are unable to work because of long term illnesses or non-job related injuries are eligible for unpaid leaves following the exhaustion of their sick leaves in accordance with the following schedule:~~

~~Employees who have worked in the district at least six (6) months but less than two (2) years may be granted up to thirty (30) days unpaid leave.~~

~~Employees who have worked in the district at least two (2) years but less than five years may be granted up to sixty (60) days unpaid leave.~~

~~Employees who have worked in the district at least five (5) years but less than ten years may be granted up to six (6) months unpaid leave.~~

~~Employees who have worked in the district ten (10) years or more may be granted up to one (1) year unpaid leave.~~

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

B. Short Term 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 long-term **non-medical** leaves of absence of up to one (1) year. Employees must apply at least sixty (60) days prior to the start of such leave, except in the case of emergencies, and shall return on the mutually-agreed-upon return date unless the leave is extended in writing by the District. Replacement employee(s) shall be employed on a temporary contract and shall have no rights to recall. Persons on unpaid leaves shall not 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

1. The District will notify employees when schools are to be closed for emergencies or inclement weather. Announcement of school closures over local radio and television stations, the District web site or phone calls to the employee shall constitute adequate notice. When a decision has been made by the District to close school because of inclement weather, employees will normally not be required to report for work. Should the District decide to make-up such lost days, employees will work those additional days and will be paid as regular work days. If the employee has emergency days available, they can be used towards inclement weather closure.

Employees using emergency leave because of inclement weather school closure shall have available up to one additional emergency day per school year, should it become necessary, using the emergency criteria listed above in 5. D. 1. a.- e, and if the need for an additional emergency day arises after inclement weather closures. Emergency days used prior to inclement weather closures shall not be replaced nor considered when determining if an extra day is available.

2. However, in the event an employee is required to report to work on a closure day due to inclement weather, the employee shall receive his/her hourly rate for the hours worked.
3. If employees are sent home early due to inclement weather, they will receive their regular daily wages.

B. Late Opening

1. On an emergency or inclement weather “late opening” the District will attempt to notify employees if there is an adjustment in starting hours.
2. In the event of a “late opening” all employees will receive their regular daily wages.
3. 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.
4. When a decision has been made by the District to cancel or close school because of dangerous travel conditions due to inclement weather, only selected personnel, as designated by the Superintendent's office, shall be required to report for work or remain at work. In case of emergency, other employees may be called in to work by the Superintendent or his/her designee. Employees who are designated by the district as essential will be defined in writing prior to the first day of the school year.

District Opening Proposal – May 29, 2014

Essential employees, as defined by the superintendent, absolutely not able to attend work because of weather-related causes shall fall under the same terms as non-essential employees (section 5).

5. For non-essential employees, the following may be used to account for an inclement weather day (limited to three days):
 - Emergency days
 - Vacation days
 - Unpaid days
 - Make-up days (paid when worked)

Article 8 - Salary

A. Salaries

1. Salaries for the classified employees in the bargaining unit for ~~2011-12~~ 2014-15 shall be as indicated on the attached salary schedule (Appendix B) ~~for 2010—2011 and~~ shall reflect a one and one-half percent (1.5%) increase over the 2013-14 salary schedule.
2. The salary schedule for ~~2011-2012~~ 2015-16 will be adjusted (Appendix C) by increasing the 2014-15 salary schedule by one percent (1%). ~~for 2012-2013 to include Step 9 and Step 10. The current Step 7 will be increased by 3.5% to create a new Step 8; Step 8 will be increased by 3.5% to create a new Step 9; Step 9 will be increased by 3.5% to create a new Step 10 (approximately equal to the current Step 8). All employees on Step 8 for 2011-12 shall move to Step 10 for 2012-13.~~
3. The salary schedule for 2016-17 will be adjusted by increasing the 2015-16 salary schedule by one percent (1%). ~~Employees who have been on the current Step 8 for 2 years or longer will receive a one-time 2% stipend on the September 2012 payroll for the year 2012-13.~~
4. ~~All employees shall receive a 2% COLA for the year 2013-14.~~

B. Longevity Pay

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

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

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

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

C. Salary Duration

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

D. Changes in positions

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

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

E. Temporary Assignment

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

F. Involuntary Transfer

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

G. Voluntary Transfer

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

H. New Employee Salary Placement

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

I. Step Increase

Employees will receive a step increase on July 1 of each year unless they are at the top of the schedule. However, an employee who is hired between January 1 and June 30 will not be eligible for the step increase in July. Step increases shall not be considered part of the status quo, and therefore shall not be granted without the mutual agreement of the parties, beyond the ~~2011-12~~ 2016-17 work year. ~~Step increases will be granted for the 2011-12, 2012-13, and 2013-14 work years.~~

J. Shift Differential

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

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

K. Overtime

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

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

L. Compensatory Time

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

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

M. Educational and Media Assistants

CREATE NEW DESCRIPTION FOR WHO GETS STIPEND - #3 and #4

Identification of responsibilities qualifying for stipends will be determined by the District with input from the supervising teacher and principal. A request to review an assignment may be made by an educational assistant through the Association, but such a request shall not be required in order for the District to so designate a responsibility. An approved request for a stipend shall be effective upon its approval.

The following classification stipulations shall apply:

Educational Assistants

1. School after School (SAS) assistants, pre-school assistants, Perkins Grant Assistants, as well as any similar assignments in the future will be on Schedule 1B of the Salary Schedule for Classified Employees.

2. Classroom assistants, Title assistants, Special Education assistants will be on schedule IIA as a base salary column. Any assistant changing columns as a result of this classification shall move directly to the same step they would have been on previously.
3. ~~Educational Assistants who encounter student behavior of a violent/assaultive nature that requires the use of approved physical restraint on a near-daily basis will receive a stipend of 4%.~~
Educational Assistants who are assigned to a special education self-contained classroom will receive a 4% stipend. A special education self-contained classroom is a classroom in which students are placed due to behavior or life skill types of skill development. Educational Assistants who work in a resource room do not fall into this category.
4. Educational Assistants whose job requires full assistance with toileting, catheterization or similar attention to bodily fluids, (not including general wiping of noses or saliva), functions will receive a stipend of 4% for the estimated time required for such activity.

Media Assistants

1. Media assistant and computer assistant may be included in one job description that includes a statement clarifying that some of the responsibilities may only be required in certain specific assignments.
2. When under a media specialist's supervision, the assistant has the primary assigned responsibility for the designated Media Center computer lab used for word processing and/or computer skills instruction, the compensation shall include a 3% stipend. The stipend will be based on the percentage % of the total assignment in this area (rounded to 25%, 50%, 75%, or 100%).
3. In schools without a media specialist (licensed person) in charge, media assistants are entitled to a stipend. This stipend varies by school and actual schedule during the day (if it changes, a weekly average will be used.)

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

N. Reclassification Committee

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

Article 9 - Holidays

- A. All twelve-month regular classified employees shall be paid at their regular rate of pay, and shall 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 shall be paid at their regular rate of pay, and shall 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 work day before, and their first regularly scheduled work day after, shall also receive Independence Day as a paid holiday. This will also apply to employees whose regular school year work calendar extends beyond July 4.

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

Article 10 - Vacations

A. The following schedule shall be implemented for all regular classified employees. To establish a fiscal year of July 1 to June 30, all employees who are hired during the work year will have vacation days prorated during the first year of employment from the time of hire to July 1. Thereafter;

B. Years of service

with the district	1-5	6	7	8	9	10	11	12	13	14
Working: 12 month	11	12	13	14	15	16	17	18	19	20
195 days or more	10	11	12	13	14	15	16	17	18	
194 days or less	10	11	12	13	14	15	16	17		

C. Actual use of vacation shall be worked out mutually between the supervisor and the employee that best fits the work schedule of the district. If an employee believes that his/her supervisor is acting in an arbitrary manner regarding the scheduling of vacation, the employee may appeal to the Executive Director of Human Resources or the Director of Business Services. If the issue is not resolved at that level, the employee may appeal to the Superintendent, whose decision shall be final.

D. Vacation time that is due a twelve (12)-month employee and is unused by August 30 may be carried over into the next school year. The maximum amount to be carried over shall be ten (10) days.
Vacation days not able to be used by the employee due to District required needs may be paid, leaving a balance of ten days to be carried over.

E. Vacation pay for less than twelve (12)-month employees will be computed and paid as follows:
Number of hours normally worked during the day, multiplied by the number of days vacation earned/accumulated, multiplied by the employee's hourly rate. This will be paid with a vacation check in June. This benefit will be reduced over a six year period as follows:

Year	Reduction	Total Pay Out
2012-13	15%	85%
2013-14	15%	70%
2014-15	15%	55%
2015-16	15%	40%
2016-17	15%	25%
2017-18	25%	0*

*Vacation pay for less than twelve (12)-month employees shall be eliminated effective June 1, 2018.

F. The benefits described in Article 10 are not available to new less than twelve (12) months employees hired after July 1, 2012.

Article 11 - Work Time

A. Workweek

The standard workweek for Reynolds School District commences at 12:01 A.M. Sunday, and concludes at 12:00 midnight Saturday. The work time for regular full-time classified employees shall consist of forty (40) hours of work during the five (5) consecutive days within the workweek.

B. Workday

~~The workday or shift shall consist of eight (8) hours as provided in ORS 279.338. Any employee in the bargaining unit working in excess of forty (40) per week shall receive compensation as stated in Article 8, Sections J and K.~~

The work shift for an employee begins at the assigned time. Time needed for parking, walking to the work area, etc. should be taken prior to the official shift start time.

An involuntary permanent change in shift assignment shall not occur without five days written notice except in the event of an emergency or a change in special education enrollment or placement.

C. Work Year

The work year for classified employees shall be scheduled by the District with the following provisions:

1. Secretarial/clerical and maintenance/custodial positions shall work a regular established work year.
2. Educational assistants and media assistants shall work the academic calendar year, plus a total of three (3) days used before or after the academic year.

The District can require additional days to be worked for in-service purposes, other necessary work, etc. Such additional days shall be submitted by time card.

3. Transportation, food services, lunchroom assistants, crossing guards and campus monitors shall work the academic calendar, plus district required inservice days.
4. When an employee's assignment, within their regular classification, is extended by the District beyond the school year, the employee shall accrue and be eligible to use sick leave in accordance with state law.
5. Two classified employees shall be appointed by the Association to serve on the district academic calendar committee.

6. For the term of this agreement only, the District will guarantee the following days before or after the student school year (additional days may be added by the District):

Food Services - Two days

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

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

D. Lunch Period

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

Upon mutual agreement of the employee and his/her supervisor, the employee may work a full shift without a lunch period.

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

E. Callback Time

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

F. Rest Period

Each employee shall receive a fifteen (15) minute break coming as close as practical in the supervisor's judgment to the middle of a four (4)-hour period. Such break period shall be designated by the appropriate supervisor.

G. Work Site Attendance

Travel within the district on district time and/or with district vehicles is specifically limited to assigned job-related needs. The only slight exception to this shall be the modest travel allowance listed in D. above for lunch periods. Employees leaving their work site during the assigned time without express permission shall be considered in violation of this article. This includes, but is not limited to being in district vehicles assigned to other personnel, being at other job sites, etc.

Article 12 - Association Rights

A. Bulletin Boards

The Board agrees to provide the Association with reasonable bulletin board space for the use of the Association in communicating with employees. Such bulletin board space shall be made available in any building where bulletin boards presently exist and where regular classified employees are working.

B. Use of School Buildings

The Association and its representatives shall have the right of access to school buildings, providing there is not interference with any school or community program, and providing that custodial staff is on duty. The principal of the building in question shall be given advance request for the use of the building. If the request is denied, the denial shall be accompanied by a written explanation. The Association agrees to reimburse the district for any actual expenses incurred during building use.

C. Use of Equipment

The Union shall have the right to use District facilities and equipment including computers and installed software, e-mail service, fax machines, typewriters, other duplicating equipment, calculating machines, and other types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Union shall supply its own paper when making copies and pay the reasonable cost of any other materials and supplies incidental to such use and for any repairs necessitated as a result thereof. The District e-mail service may be used for notification of members regarding meetings, Union announcements or a non-political nature and communicating with the Reynolds administration. Any other use of e-mail will be subject to advance approval of the District. The Association shall be allowed use of such office equipment as needed to provide duplication of information to the employees, provided that such equipment is not required by the district for regular use and that the district is reimbursed for any costs incurred in such Association use.

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D. Staff Lounge/Staff Meetings

The District recognizes the contribution of classified employees to the educational process and, therefore, agrees that all employees shall have equal access to the use of facilities provided for the building staff. Likewise, all meetings called for the purpose of disseminating information which applies to classified employees, shall include the affected classified staff.

E. Property Loss:

When the District requires an employee to furnish their own property or tools for District work, the District shall reimburse employees for loss of such tools under the following circumstances:

1. The property stolen was accessed by the use of forcible entry on a locked container or as a result other illegal activity.

2. The employee has filed an inventory of such tools with the appropriate Maintenance, Operations or Transportation supervisor.
3. The employee has cooperated with the District in its investigation and resolution of any reported loss.

Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance reimbursement. Reimbursement shall not be made for losses less than twenty-five dollars (\$25.00) and shall not be made when carelessness or negligence on part of the employee was evident nor if unattended tools are missing.

Article 13 - Personnel Records

A. Confidential Personnel Files

The official files on classified employees are confidential and as such shall be available for inspection only in accordance to district policy relating to personnel files. No information of a critical nature (i.e., a warning, reprimand, evaluation, parental complaint, etc.) may be placed in an employee's personnel file unless the employee has had an opportunity to review the material and sign or initial the copy to be filed. It is understood that the employee's signature may not indicate agreement. A copy shall be furnished to the employee.

B. File Review

An employee shall have the right to review, by prior appointment, all materials in his/her personnel file. The District agrees that the use of reprimands, warnings, etc., already placed in the personnel file shall be weighed against the passage of time, the seriousness of the offense and the employee's work record since the placement of the materials. If the District and Association mutually agree, records of minor offenses may be removed from the personnel file after a period of time if the removal is not in conflict with state law or archival regulations. The employee must request the removal of such records.

C. Written Attachments

The employee shall, at the time of review of materials as provided for in paragraph A hereof, or within ten (10) calendar days thereafter, be allowed to attach for inclusion in the file written comments.

D. Use of Materials in Files

Materials placed in the personnel file of an employee without conforming with the provisions of this article will not be used by the District in any disciplinary proceedings involving the employee.

E. Evaluations

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

Article 14 - Seniority/Layoff/Recall

A. Seniority

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

B. Classification groups

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

C. Basis for Reduction

In the event the Board, at its discretion, determines that a reduction in force is appropriate, regular classified employees upon thirty days written notification shall be laid off within district-wide classification groups on the basis of 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.

F. Benefits

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

G. Insurance Coverage

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

H. Hiring Restrictions

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

I. Reduction of Hours

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

Article 15 - Association Dues

- A. Any regular classified employee who is a member of the Association or who has applied for membership may sign a dues deduction statement, provided by the Association, for authorization of an automatic payroll deduction.
- B. As provided in ORS 243.650, the Association shall continue to assess an amount equal to the Association dues, per month the employee works, to be paid to the Association or to a charitable organization, provided evidence of a bonafide religious objection to the Association is furnished as outlined in ORS 243.666. This assessment is to defray the cost of representation and negotiations from the individuals who are not members of the Association.
- C. Notwithstanding the above, all other provisions of ORS 243.666 shall remain in full force and effect.

Article 16 - Strike and Work Stoppage

- A. In consideration of the terms of this agreement, neither the chapter nor the personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the length of this contract. The chapter and personnel will act in conformance with the provisions of the Oregon law governing strikes. In the event of a teacher's strike, there shall be no replacement of classified employees. Adjustments in work schedule or duties due to strike shall not be deemed a lockout. In consideration for which, employees will continue to report for work where scheduled or be deemed on strike in violation of this agreement.
- B. In the event that any employee or employees in the bargaining unit violates paragraph A above, the District shall serve notice to the Association and the employee or employees of the violation. Employees not returning promptly to work after notice may be disciplined which could result in dismissal following due process.
- C. The District agrees that the employees within the bargaining unit shall not be locked out from performing their duties with the District during the life of this Agreement. Adjustments in work schedules or duties due to a strike shall not be considered a lockout.

Article 17 - Separability

If any provision of this Agreement is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby; and upon request of either the Board or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.

Article 18 - Funding

The parties recognize that all revenue needed to fund the compensation provided by this agreement must be approved by the established budget procedures and is dependent on revenue received from all sources.

All such compensation is, therefore, contingent upon sources of revenue sufficient to fund the economic provisions of this agreement. The District will not reduce the compensation specified in this Agreement because of budgetary limitations unless the compensation is renegotiated with the Association, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

Article 19 – Discipline, Dismissal, and Performance

A. Dismissal and Discipline Suspension

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

1. An employee being disciplined in accordance with these provisions shall be entitled to Association representation at such meeting, except that the District shall not be required to delay any meeting under 2. a. below more than ten (10) working days nor under 2. b. below more than twenty-four (24) hours

Should an employee be represented by legal counsel, district level, regional or state level Association personnel, the Executive Director of Human Resources shall be notified prior to that meeting to offer the District the opportunity to determine whom they wish to have present to represent the District. Failure to so notify may result in the postponement or cancellation of the meeting.

2. **a.** A verbal conference will be held between the employee and the supervisor. At that conference, reasons which are regarded as cause for suspension or termination and specific examples of such shall be given. **~~The supervisor shall inform the employee of how the desired improvement is to be achieved. A minimum of five (5) work days shall be provided for improvement before proceeding to step three.~~**

~~b. — In case of District health, safety, or security concerns, the District may move immediately to Step 3, without waiting the minimum five (5) days if there is a repeat offense after the initial warning.~~

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

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

- (i) identifies the work deficiency,
- (ii) established time limits for correcting the deficiency, and
- (iii) provides suggestions for improvement.
- (iv) may include the use of Association or peer coaching

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

- b. **Following ~~On or before~~** the expiration of the corrective period, the supervisor, the employee and his/her **Association** representative, if he/she so chooses, shall meet to discuss the employee's progress or lack thereof towards the expected improvements. The supervisor will notify the employee of the decision to recommend continued employment or dismissal provided nothing will preclude a supervisor, at his/her discretion, from continuing the employee's assisted status, if, in his/her judgment, positive but less than full improvement has been shown.
4. In accordance with ORS 332.544, any classified employee who has been demoted or dismissed shall be entitled to a hearing before the school board if a written request is filed with the Board within fifteen (15) calendar days of the dismissal or demotion.

B. ~~Immediate Suspension~~ Administrative Leave

- 1. ~~In the event of flagrant misconduct, T~~the employee may be suspended immediately **with pay** from employment with the district until **such** charges are investigated by the Executive Director of Human Resources **or his/her designee**, and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
- 2. If the charges are upheld, the termination day shall be the date **that the Superintendent or designee takes final action to terminate the individual's employment. of the suspension.** If the District determines that the charges do not warrant termination, a less severe discipline measure may be taken.
- 3. ~~Investigation and decision of charges for suspended employees shall not exceed ten (10) working days from the time of the suspension unless a specific extension is agreed upon by the Association and the District.~~

Article 20 - Grievance Procedure/Contract Maintenance

A. Definitions

1. **Grievance**—A “grievance” is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement.
2. **Aggrieved Person**—An “aggrieved person” is the person or persons or the Association making the claim.
3. **Party-in-Interest**—A “party-in-interest” is the person or persons making the claim and any persons who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems of contract administration which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement.
3. The Association and District shall meet on an established, regular basis to review contractual concerns of the Association or the District. It shall be the responsibility of the Association to have initially investigated any concern brought to them as to its accuracy and to provide the District with all pertinent information.

C. Procedures

1. **Time Limits:**
Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the calendar for time limits shall not begin as long as the Association and District are discussing the matter. The time limits specified will begin after five (5) days written notification by either the Association or the District to the other party that discussions have ended.
2. **Year-End Grievances:**
In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party-in-interest, the time limits set forth herein

shall be reduced so that the grievance procedures may be exhausted prior to the end of the school year or as soon thereafter as is mutually agreed upon.

3. Level One—Principal or Immediate Supervisor

- a. An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or with an Association designated representative, if requested, with the objective of resolving the matter informally.

Should an employee be represented by Association-appointed legal counsel, district level, regional or state level Association personnel, the Executive Director of Human Resources shall be notified prior to that meeting to offer the District the opportunity to determine whom they wish to have present to represent the District. Failure to so notify may result in the postponement or cancellation of the meeting.

~~It will be the employee's responsibility to notify the District of those anticipated at such a meeting if they are not represented by the Association.~~

- b. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the principal or immediate supervisor. If the employee does not submit his/her grievance to the principal or immediate supervisor in writing within twenty (20) work days after the facts upon which the grievance is based first occur or first become known to the employee, any grievance shall be deemed waived. The aggrieved employee may be accompanied and represented by an individual of his/her choice when presenting the written grievance.

The principal or immediate supervisor shall reply in writing to the aggrieved employee within five (5) work days after receipt of the written grievance. The Association president shall receive a copy of the written response.

4. Level Two—Superintendent (Or Designee)

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) work days after the presentation of the grievance s/he may file the grievance in writing with the superintendent, with a copy to the Association within five (5) work days after the decision at Level One, or ten (10) work days after the grievance was presented, whichever is sooner.
- b. After five (5) work days, but within ten (10) work days after the superintendent receives the written grievance, s/he will meet with the aggrieved person and, if so desired, the Association representative selected by aggrieved in an effort to resolve it. A decision, in writing,

will be forwarded to all parties within five (5) work days following the meeting.

5. Level Three—School Board

If the decision recommended by the superintendent does not resolve the problem, the employee has the right to appeal to the Board, through the superintendent's office, within five (5) work days of receipt of the superintendent's decision. The problem will be discussed informally at the next regularly scheduled Board meeting which occurs at least five (5) work days after the superintendent has received the employee's appeal, in an executive session of the Board, except where prohibited by Oregon State Statute, with the employee, his/her Association representative and the superintendent.

Within five (5) work days following the meeting a decision in writing will be forwarded to all parties. If the Board does not render a decision within five (5) work days following the regular Board meeting, the grievance may proceed to Level Four. However, the Board retains the prerogative to decline the right to review the superintendent's decision, thereby allowing the grievance, if unresolved at Level Two, to proceed directly to Level Four.

6. Level Four—Arbitration

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

- a. Written notice of a request for arbitration is made to the superintendent by the Association within ten (10) work days of receipt of his/her answer in Level Three.
- b. The issue must involve the interpretation, application, or violation of a specific provision(s) of the Agreement.

When a request for arbitration has been made within the time frame provided within this procedure, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, either party may within ten (10) work days of the appeal, request the Employment Relations Board (ERB) to submit a list of seven (7) ~~five (5)~~ arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the employee, the Association, and the District. The

arbitrator shall have no power to substitute his/her discretion for that of the Board as part of the Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties. Procedures shall follow ERB rules unless herein designated otherwise.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

Employee and Association—Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, and/or, at his/her option, an Association representative, ~~so long as the provisions of Article 20.C.3.a are followed.~~ Commencing at Level Two of the grievance procedure, the Association shall have the right to be present and to state its views.

E. Miscellaneous

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

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

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

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

F. Other Employee Concerns

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

Article 21 - Transportation

A. Certification

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

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

B. Average Hour Guidelines

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

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

C. Overtime

The District shall pay overtime at one and one-half (1 1/2) times the regular rate when bus drivers work more than ~~ten (10) hours a day or~~ forty (40) hours ~~have been worked~~ within the work week which shall commence at 12:01 A.M., Sunday.

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

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

D. Assignment Guidelines

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

1. Regular Bus routes/Mid-Day Routes

- a. Regular Bus Routes/Mid-day Routes Regular routes are defined as all AM and PM bus routes necessary to get students from home to school and school to home.
- b. Mid-day routes are those routes not specifically connected to either the AM or PM route, and named so accordingly on the transportation matrix.
- c. Regular routes shall be considered “vacant” when the driver who originally bid on the route is no longer available to drive that route (provided the driver is not on approved leave).
- d. All “newly created” routes shall also be considered “vacant.”
- e. Vacant routes and add-ons will be posted for five (5) working days, unless student needs warrant fewer days.
- f. All drivers who had a Mid-day the previous year will be given preference over those who did not.
- g. Drivers having one (1) hour or less between routes/trips shall be in paid status. If a driver is on the clock continuously for 4.75 hrs and has thirty (30) minutes of uninterrupted time, thirty (30) minutes will be deducted for lunch. Layover time exceeding one (1) hour shall be out of service, unpaid. This standard applies to the regular/customary work day.

- h. After Transportation Dept. needs are met (creating all routes with a minimum of three hours), remaining route “add-ons” (i.e., shuttles for Math, Builders, RLA, Tag, Bowlers, Swimmers, etc) that can be added on to the AM or PM route, will be posted. Add-ons will be awarded by seniority providing the add-on doesn’t add more time than the assignment. If an AM/PM route is posted that includes add-on(s). the add-on(s) will be posted separately, unless the removal of the add-on(s) drops the route below four hours. In that case, the add-on(s) will remain with that route or be awarded to the most senior driver with a route below four hours that will gain benefits with the addition of the add-on(s). The add-on(s) must fit with the route without adding more time than the assignment.

2. Extra Driving Assignments

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

3. Assignment of Extra Trips

- a. All regular drivers will be given the opportunity to sign up for extra trips, 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.
- d. Extra driving assignments to mid-day and/or kindergarten drivers will normally be limited to evenings and weekends only. However, the district will make exceptions as appropriate.
- e. A driver may give preferences for refusing certain trips or certain days, but district needs (i. e. an unavailability of other drivers) may take precedence.
- f. The transportation supervisor will take into consideration the average hours the driver works per week when assigning trips. Hours will be distributed based on district need(s), driver training/ability, student safety, availability of drivers, and impact on other driving assignments. There shall be an attempt made to balance the distribution of trip assignments.
- g. A bus driver shall be paid a minimum of two (2) hours at the regular hourly rate (except as provided in Article 8.K) for all runs not attached to a normal workday.

h. Drivers who show up for a scheduled trip that has been canceled without notification to the driver will be entitled to the scheduled trip time up to two (2) hours pay at their regular hourly rate. Trips referenced in Article 21 D.4.g., will receive a minimum of two (2) hours.

4. Calendar for Trips

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

5. Missed Trips

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

E. Summer Routes

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

2. A driver must be able to drive his/her regular assigned summer route at from the start date to the ending date, unless time off has been approved by a 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.

Article 22 - Meetings and Conventions

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

Article 23 - Workshops/Courses

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

An employee shall be eligible for reimbursement of \$4,630 during the three-year term of this agreement. Should the tuition amount for licensed teachers be increased during the term of this agreement, the \$4,630 dollar 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 inservice 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.

Article 24 - Job Openings

A. Notification

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

B. Appointment

When an opening occurs, the District will:

1. Interview all qualified in-district applicants. Qualified applicants will include employees who may have skills, either newly acquired or from previous experience, matching the skills required for the new position. The employee, upon notifying Human Resources, will be given the opportunity to outline those skills.
2. No vacant position will be posted for hours less than previously assigned without review by the Association and the District.
3. Award the position to the employee **or outside applicant** who is determined by the District to best meet the qualifications as per the job description of the open position. In the event two (2) or more employees are equally qualified, **and no outside applicant is selected**, the position shall be awarded to the employee with the greatest seniority.
- ~~4. If the position remains unfilled after interviewing qualified in-district applicants, the District may go outside the ranks of current employees to fill the position.~~
- ~~5.~~ 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.
- ~~6.~~ At the employee's request, a meeting may be held with the Executive Director of Human Resources to explain, if possible, needed training, interviewing techniques, etc.

C. Probation for New Appointments

The ability of the employee to perform the duties of the new position shall be determined by the employee's performance in the new position for a duration of thirty (30) working days. **Following the conclusion of** ~~At the expiration of~~ thirty (30) working days, if, in the opinion of the employee and/or the employee's supervisor, the employee is not performing the duties of the position at a

satisfactory level, the employee will be returned to their previously held position with the district.

D. New Employee Probationary Period

Employees new to the District shall serve a probationary period of six (6) months from the date of hire, during which the procedures required by Article 19 will not apply.

E. Summer Vacancies

In the event vacancies occur during the summer, the following shall apply:

1. From June 16 through August 30, notices of the vacancies shall be posted in the central office, and on the District web site.
2. Any less-than-twelve (12)-month employee interested in applying for a position which may be posted from June 16 through August 30, may file a written request by June 1 to be notified of such vacancies. The District will send copies of postings to employees who have expressed such an interest.

F. Summer Job Openings

All employees will be given the opportunity to apply for summer positions and, if interested, will notify Human Resources by April 1, in writing. For transportation personnel, summer routes will be covered by Article 21.

G. Association Copies

The District shall furnish the president of the Association with copies of all job postings via the Jobs Listserv. When the position is filled, the president shall receive a list of all in-district applicants and notice of who was selected for the position. All in-district applicants for a position shall be notified of the final decision.

H. PERS Retirees

The District may elect, in accordance with District procedures and PERS guidelines, to hire employees who have retired with PERS but are still eligible to work in public employment. Employees who are retired with PERS shall have the privileges and benefits of membership with the following exceptions. PERS retirees hired by the District shall not retain seniority status or layoff and recall rights, although they will not be required to complete an additional probationary period. In addition, they will not be eligible to bid on newly created or vacant positions. Separation from the District due to retirement constitutes a break in service, and the employee's seniority will revert to zero. A retiree hired in a temporary position identical to the one held at time of retirement for a period in excess of twelve weeks will be paid the rate of pay in effect at the time of retirement.

Article 25 - Discrimination

The Association shall represent all classified employees in the school district within the bargaining unit equally and without discrimination. All references to employees covered by this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

The District will follow all applicable District policies as well as federal and state law in providing a discrimination free work environment.

Article 26-Early Retirement

A. General Provisions

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

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

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

B. Medical Benefits

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

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

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

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

C. Payment for Unused Sick Leave

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

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

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

D. Duration of Benefits

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

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

Appendix A: Classifications

Clerical		Instruction	
Assistant Secretary — HS	IIC	Library/Media Assistant	<u>IBIIA</u>
Assistant Secretary Elementary/MS	IIA	SAS Instructional Assistant	IB
<u>Assistant Records Secretary – Student Services</u>	IIA	ELL Department Liaison	IIC
Athletic Secretary	IIC	Educational Assistant	IIA
Attendance Secretary	IIB	Day Care Aide	IA
Community Resources Secretary	IIIA	Day Care Worker	IB
Counseling Secretary	IIB	Day Care Lead	IIC
Curriculum Secretary	IIIA	MYC Crew Leader	IIB
ELL Secretary	IIIA	Transition Specialist	IIC
Facilities Secretary	IIC	<u>Skills Trainer</u>	IIB
High School Bookkeeper	IIIA	Preschool, Auto, Metals Asst	IB
Lead School Secretary	IIIA		
Media Department Secretary	IIIA	Maintenance	
Media Department Assistant Secretary	IIA	Maintenance Worker — General	IIC
Nutrition Services Secretary	IIIA	Maintenance Worker — Skilled	IIC
Nutrition Services Assistant Secretary	IIA	Maintenance Worker — Lead	IIIA
Clerk	IC	Groundskeeper — I	IIC
Operations Secretary	IIIA	Groundskeeper Lead	IIIA
<u>Receptionist — District</u>	IIC	Painter	IIIA
Receptionist — School	IC		
Registrar — High School	IIC	Student Management	
Student Services Secretary	IIIA	Breakfast Assistant	IA
Transportation Secretary	IIIA	Campus Monitor	IIB
Transportation Assistant Secretary	IIA	Crossing Guard	IB
		ISS Monitor	IIA
		Noon Assistant	IA
Business Services:		<u>Health & Safety Assistant</u>	<u>IB</u>
Accounts Payable Technician	IIIA		
General Ledger Technician	IIIA	Transportation	
Payroll Technician	IIIA	Mechanic I	MI
Business Services Secretary	IIIA	Mechanic II	MII
Purchasing Specialist	IIIB	Mechanic III	MIII
<u>Bookkeeper Federal Programs</u>	<u>IIIA</u>	School Bus Driver	IIB
		School Bus Trainer	IIC
Custodial:		<u>Training and Safety Lead</u>	<u>IIC</u>
Custodian MS/HS Lead	IIIA	<u>Driver-Trainer Lead</u>	<u>IIA</u>
Custodian Night Lead MS/HS	IIB	<u>Routing/Technology Lead</u>	<u>IIC</u>
Custodian Night, Elem	IIA	Dispatcher	<u>IIIAHA</u>
Custodian	IC	Special Needs Routing Assistant	IIC
Nutrition Services			
Assistant Manager, MS	IC	Other Positions:	
Cook	IB	Aquatic Assistant	IIB
Manager, Elem	<u>IIBHA</u>	Aquatic Director	IIC
Assistant Manager, HS	IIA	Digital Imaging Technician	IIIA
Manager, MS	IIB	Licensed Physical Therapy Assistant	IIC
Manager, HS	IIC	Certified Occupational Therapy Assistant	IIC
Warehouse/Driver	IIB	Certified Speech Language Pathologist Assistant	IIC
		Technical/Computer Specialist	IIC
Warehouse		District. Courier	IIC
Warehouse Worker I	IIA	Assistive Technology Assistant	IIA
Warehouse Worker II	IIIB	Coordinator of Career & Post Secondary Prep	IIIA
Delivery Driver	IIA	Testing Coordinator	IIC
		<u>Communications Department Liaison</u>	<u>IIC</u>

District Opening Proposal – May 29, 2014

Step	Level I			Level II			Level III			Mechanic		
	A	B	C	A	B	C	A	B	C	MECH I	MECH II	MECH III
25	16.74	18.03	19.34	19.78	20.53	22.09	22.53	23.50	25.80	22.78	24.63	26.89
20	16.49	17.78	19.09	19.53	20.28	21.84	22.28	23.25	25.55	22.53	24.38	26.64
15	15.99	17.28	18.59	19.03	19.78	21.34	21.78	22.75	25.05	22.03	23.88	26.14
10	15.74	17.03	18.34	18.78	19.53	21.09	21.53	22.50	24.80	21.78	23.63	25.89
9	15.21	16.45	17.71	18.14	18.87	20.37	20.80	21.75	23.95	21.05	22.83	25.02
8	14.69	15.89	17.11	17.53	18.23	19.68	20.10	21.02	23.15	20.33	22.06	24.18
7	14.19	15.35	16.53	16.94	17.61	19.02	19.42	19.90	22.36	19.26	21.30	23.36
6	13.65	14.82	15.88	16.27	16.88	18.31	18.63	19.48	21.53	18.96	20.48	22.44
5	13.11	14.16	15.31	15.73	16.24	17.62	17.96	18.71	20.97	18.26	19.73	21.64
4	12.36	13.69	14.71	15.08	15.67	16.94	17.19	18.04	19.88	17.57	18.93	20.73
3	11.92	13.17	14.17	14.51	15.02	16.28	16.54	17.30	19.13	16.91	18.14	19.87
2	11.20	12.62	13.62	13.96	14.49	15.71	15.94	16.68	18.43	16.35	17.42	19.09
1	11.04	12.13	13.11	13.38	13.91	15.06	15.32	15.99	17.57	15.69	16.76	18.38

Appendix B

Classified Salary Schedules

2014 – 2015

2015 - 2016

Step	Level I			Level II			Level III			Mechanic		
	A	B	C	A	B	C	A	B	C	MECH I	MECH II	MECH III
25	16.90	18.20	19.52	19.97	20.73	22.30	22.75	23.73	26.05	23.00	24.87	27.15
20	16.65	17.95	19.27	19.72	20.48	22.05	22.50	23.48	25.80	22.75	24.62	26.90
15	16.15	17.45	18.77	19.22	19.98	21.55	22.00	22.98	25.30	22.25	24.12	26.40
10	15.90	17.20	18.52	18.97	19.73	21.30	21.75	22.73	25.05	22.00	23.87	26.15
9	15.36	16.61	17.89	18.32	19.06	20.57	21.01	21.97	24.19	21.26	23.06	25.27
8	14.84	16.05	17.28	17.71	18.41	19.88	20.30	21.23	23.38	20.53	22.28	24.42
7	14.33	15.50	16.70	17.11	17.79	19.21	19.61	20.10	22.58	19.45	21.51	23.59
6	13.79	14.97	16.04	16.43	17.05	18.49	18.82	19.67	21.75	19.15	20.68	22.66
5	13.24	14.30	15.46	15.89	16.40	17.80	18.14	18.90	21.18	18.44	19.93	21.86
4	12.48	13.83	14.86	15.23	15.83	17.11	17.36	18.22	20.08	17.75	19.12	20.94
3	12.04	13.30	14.31	14.66	15.17	16.44	16.71	17.47	19.32	17.08	18.32	20.07
2	11.31	12.75	13.76	14.10	14.63	15.87	16.10	16.85	18.61	16.51	17.59	19.28
1	11.15	12.25	13.24	13.51	14.05	15.21	15.47	16.15	17.75	15.85	16.93	18.56

2016 – 2017

Step	Level I			Level II			Level III			Mechanic		
	A	B	C	A	B	C	A	B	C	MECH I	MECH II	MECH III
25	17.06	18.37	19.71	20.16	20.93	22.51	22.97	23.96	26.30	23.22	25.11	27.41
20	16.81	18.12	19.46	19.91	20.68	22.26	22.72	23.71	26.05	22.97	24.86	27.16
15	16.31	17.62	18.96	19.41	20.18	21.76	22.22	23.21	25.55	22.47	24.36	26.66
10	16.06	17.37	18.71	19.16	19.93	21.51	21.97	22.96	25.30	22.22	24.11	26.41
9	15.51	16.78	18.07	18.50	19.25	20.78	21.22	22.19	24.43	21.47	23.29	25.52
8	14.99	16.21	17.45	17.89	18.59	20.08	20.50	21.44	23.61	20.74	22.50	24.66
7	14.47	15.66	16.87	17.28	17.97	19.40	19.81	20.30	22.81	19.64	21.73	23.83
6	13.93	15.12	16.20	16.59	17.22	18.67	19.01	19.87	21.97	19.34	20.89	22.89
5	13.37	14.44	15.61	16.05	16.56	17.98	18.32	19.09	21.39	18.62	20.13	22.08
4	12.60	13.97	15.01	15.38	15.99	17.28	17.53	18.40	20.28	17.93	19.31	21.15
3	12.16	13.43	14.45	14.81	15.32	16.60	16.88	17.64	19.51	17.25	18.50	20.27
2	11.42	12.88	13.90	14.24	14.78	16.03	16.26	17.02	18.80	16.68	17.77	19.47

District Opening Proposal – May 29, 2014

1 11.26 12.37 13.37 | 13.65 14.19 15.36 | 15.62 16.31 17.93 | 16.01 17.10 18.75
*Longevity pay steps (15, 20 & 25) provide an additional \$.25 per hour at the completion of fifteen (15) years; an additional \$.50 per hour at the completion of twenty (20) years; and an additional \$.25 per hour at the completion of twenty-five (25) years (effective July 1, 2012) and they shall be cumulative.

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