

November 30, 2018

JA

12.12.18

SR



OSEA Proposed Language -

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BSD Dec. 11 Counter Proposal

ARTICLE 8

PLACEMENT / ADVANCEMENT ON SALARY SCHEDULE / COMPENSATION

A. Work Calendar

The District retains the right and authority to change the days on which school shall be held and make other adjustments to the calendar as may be required. In the event adjustments are made to said calendar, the salary of classified personnel set forth in the salary schedule included in this Agreement shall be adjusted for the added or deleted days on the basis of the classified employees' daily rate under said salary schedule.

- B. Exempt employees assigned a work calendar fewer than 260 days per year will be paid per diem for any additional days worked (not traded) beyond the start or the end of their work calendar and at the direction of their supervisor.

C. Step Placement

The District will establish the beginning step placement for newly hired employees on the current salary schedule. The following criteria will be taken into consideration: years of relevant experience, education and training, ~~availability of qualified candidates in the labor market, salary history and step placement of current incumbents.~~

The District and the Association agree that the placement of newly created positions and existing positions on the salary schedule shall be determined primarily by means of a position review process. The employee or supervisor may initiate the review process by filing an application with the Human Resource Department. The Position Review Committee will meet as needed throughout the year. The OSEA Field Representative and Chapter President will be notified of all newly created positions as well as plans to significantly modify existing positions where a change in salary placement is expected. The above OSEA representatives will review the results of all outcomes before implementation. At OSEA's request, the

District and OSEA will meet to discuss any perceived discrepancies and to reach mutual agreement on appropriate placement.

D. Advancement on the Salary Schedule

- ~~1. If a new employee is placed higher than step 4, the Human Resources Department shall notify the OSEA President.~~

Each eligible classified employee who has been in a paid status a minimum of 75 percent of the scheduled work year during the immediately preceding school year, shall be advanced one step on the appropriate salary schedule. Days of absence caused by job-related illness or injury qualifying for Workers' Compensation shall be counted as days worked for the purpose of determining the employee's eligibility for advancement on the salary schedule. Exceptions to the minimum number of days required for advancement on the salary schedule may be made at the discretion of the Administrator of Classified Personnel.

E. Change in Position

When a classified employee changes position, or has a position added, either within or outside of their current position and salary schedule, (e.g. Support Services, Custodial, Food Services), and the change is considered by the District to be a promotion, salary placement will be based on the current job description of the new position and determined by the number of years of experience and relevant education/training. ~~the employee will be moved to the comparable salary step on the new salary range which is the greater of:~~

- ~~1. Step 1 on the new salary range; or~~
- ~~2. At least one step but no more than three steps higher on the old salary range.~~
- ~~3. Because the employer retains the right to place new employees up to step 9 of the salary schedule, it is understood by the parties that nothing in this article limits the employer's ability to place a promoted employee on a step higher than the above language would normally dictate. The decision of the District to go above the pay level required by D1 and 2 is not subject to grievance.~~

When an employee is placed in the same job title, for non-disciplinary reasons, whether through transfer, application or hours added, ~~transferred or has a position added, and it is a comparable or lesser position as determined by the District, and the transfer is non-disciplinary,~~ the employee shall maintain their current salary placement. ~~be placed on the lower range at the step that most closely equals the employee's present salary but in no event at a salary that exceeds the top step of the salary~~

~~range for the new position.~~

When an employee has a position added and it is a lesser position as determined by the District, the employee shall be placed at the lower classification for the added position and salary placement will be based on the current job description and determined by the number of years of relevant experience and education/training as it relates to the added position.

Except in the case of layoff and bumping, the District will not make unilateral, non-disciplinary demotions that result in lower pay.

If a transfer to a lower position is disciplinary as determined by the District, the employee shall be placed at the lower classification for the added position, and salary placement will be based on the current job description and determined by the number of years of relevant experience and education/training as it relates to the added position on the lower range at the step closest to his/her previous position.

F. Workplace Closure Due to Inclement Weather or Natural Disaster

If the District determines schools are to be closed to students but not to all staff, then classified employees report, and/or complete their designated shift. If employees are unable to report, or must leave early, then available Personal Time Off leave may be used.

If the District determines schools and offices are to be closed to both students and staff, classified employees who are available to work will be paid their normal daily rate for the duration of the closure. If the employer chooses to adjust the school calendar to make up for the missed days, employees may be expected to work the additional days without further compensation. If an employee was unpaid during a closure but is expected to work any make up days, the employee will be paid at his/her regular rate of pay for any additional days/hours worked. A regular day is defined as the number of contract hours on the employee's salary notice. A District-designated crew will report or remain on duty as needed by the District. The designated crew will be compensated at double time for work performed during the closure period. See call back chart. (Article 8.G)

G. Normal Work Schedule

Employees may not be required to work fewer hours during their normal work schedule in order to accommodate a non-work day operational need

unless the change is permanent.

H. Overtime Pay and Compensatory Time

1. General Provisions: Overtime will be scheduled and approved by the District when it determines such work is needed and will be paid in accordance with applicable laws at the rate of time and one half. When budgeted funds are not available, the employer may compensate employees with compensatory time rather than overtime pay. Prior to the performance of the work, the employer will stipulate whether the work will be compensated by overtime pay or by compensatory time.

The work week for purposes of calculating overtime pay and compensatory time commences at 12:01 a.m. Monday and ends at 12 midnight on Sunday. Overtime will be paid or compensatory time will be accrued for any work performed in excess of a forty (40) hour work week at a rate of time and one half. When a holiday or vacation day falls within a work week; overtime/compensatory time will be paid/accrued on a basis of time paid rather than time worked.

The use of accrued compensatory time shall be mutually agreed upon by the employee and supervisor. Employees shall be permitted to use accrued compensatory time with prior approval from the supervisor provided the requested dates are not disruptive to the operation of the District. Compensatory time balances may not exceed eighty (80) hours of actual time worked at anytime during the year. Any compensatory time balances in excess of eighty (80) hours will either need to be paid for by the District or a plan will be developed by the supervisor and employee to use the excess hours over the next thirty (30) days. All overtime work in excess of eighty (80) hours will be paid at the overtime rate.

Comp time may be used in increments of a quarter-hour up to a full work day.

Employees who are called back to work after a regular work day for such reasons as inclement weather, emergencies from vandalism, fire, theft, damage, and other causes shall be compensated at the rate of time and one-half for a minimum of two hours.

Departments/Schools shall schedule employees for a minimum of two (2) hours.

2. Call Back Compensation Provisions: Employees called in to work on a scheduled holiday must report for work but shall be paid for such work

at their regular rate of pay in addition to their holiday pay.

An employee who has completed his/her regular working day and is scheduled to work or called back to work more than thirty (30) minutes after the completion of his/her shift shall be compensated a minimum of two (2) hours.

All NS personnel shall be paid time and a half for all hours worked when scheduled by the District to return to the school building after regular working hours to work during extracurricular activities.

#### Call Back Chart

Call Back	Compensation
Contract Day	The employee will be paid time-and-a-half for a minimum of two (2) hours or time-and-a-half for actual hours worked, whichever is greater.
Non-Contract Day	The employee will be paid straight time for a minimum of two (2) hours or actual time worked, whichever is greater.  Any hours paid in excess of forty (40) will be compensated at time-and-a-half.
Paid Holiday or Unscheduled Closure	In addition to being paid straight time for the holiday or unscheduled closure, the employee will be paid straight time for a minimum of two (2) hours or actual time worked, whichever is greater.  Any hours paid in excess of forty (40) will be compensated at time-and-a-half.

#### I. Attendance at Required Workshops

Where the District requires classified employees to attend workshops, seminars, conferences, courses, or other training sessions, employees will be compensated as follows:

1. The District will not deduct pay for the time spent in required classes, workshops, seminars or conferences during the hours normally worked by the classified employee.
2. The District will compensate at the employee's regular straight time hourly rate for all hours spent by the employee in actual attendance at the specific function required. Maximum pay for a full day spent at a conference is normally limited to eight (8) hours unless the required activity takes place after completion by the employee of a full day's work on his/her regular job. Where such hours exceed forty (40) in one week, the District will pay such hours spent in the required activity at the rate of time and one-half the employee's regular straight time hourly rate or instead grant compensatory time off during the remainder of the employee's pay period.

When a particular license, certification, permit or credential is required of an employee as a prerequisite to employment in a particular position, the employee will not be compensated for time spent in attending workshops, seminars,

conferences, courses, or other training sessions which are required to meet or renew such qualifications when the employee has voluntarily accepted such position. The employee may apply for tuition reimbursement for the costs of such training under provisions of Article 20.

**J. Mileage Allowance for Personal Vehicles**

The District shall reimburse any classified employee for all authorized miles driven on behalf of the District required either as part of his/her regularly assigned duties or any special assignment, provided the employee makes suitable accounting for such authorized mileage on the District's form and subject to the prior approval of the employee's supervisor.

The employee assumes all liability including:

- Loss or theft of personal property;
- Damage to themselves and/or his/her passenger; and
- Damage to the vehicle.

Authorized mileage shall be reimbursed at the rate established by the Board of Directors for District employees. Reimbursement shall not be made for miles driving to and from the employee's residence.

In-District: When requested, mileage will be reimbursed from one worksite to another worksite.

Out-of-District: When requested, mileage will be reimbursed from home or regular worksite (whichever is less).

Mileage expenses should be submitted after at least \$10.00 of expenses have accumulated or in the month of June to close out the fiscal year.

**K. Reimbursement for Personal Property Damage**

The District shall reimburse employees for the reasonable cost, as determined by the District, of personal property damaged as a direct result of a serious altercation with a student.

**L. Working Out of Classification**

When an employee from a lower classification is assigned to substitute for an absent employee for a full day or more, the substitute employee will be paid three steps higher than his/her current wage and at the absent employee's level.

M. Summer Break Work

Qualified regular less-than-12-month employees may request temporary employment with the District during the summer break. If hired, employees who work in the same capacity as their regular position shall receive their regular rate of pay for summer work. If an employee is hired to work in a capacity other than his/her normal position, the employee shall be paid substitute pay for the job he/she is working.

N. Market Factor

Certain job titles (as reflected on the salary schedule) are subject to a market factor pay differential. These market factors are subject to review at the discretion of the District not more than once per year. When reviewed, the employer will provide a copy of the results to the union. If analysis dictates any market factor is no longer appropriate, the employer will provide the union and affected employees with notice of desire to adjust as well as supporting documentation. Statutory mid-term bargaining procedures shall apply if the OSEA requires bargaining.