

# **CONTRACT**

**Between**

**CLATSKANIE SCHOOL DISTRICT**

**And**

**OREGON SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 53**



**July 1, 2016 - June 30, 2019**

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## **ARTICLE ONE: RECOGNITION**

- 1.1 The Board recognizes the Association as the exclusive bargaining representative for all of the regularly employed classified employees in the unit as determined by the Employment Relations Board, excluding substitutes, temporary employees hired to work 90 consecutive workdays or less in one fiscal year, and confidential and supervisory employees.

For the purposes of this contract, the following terms shall be defined:

- a. A "temporary employee" is defined as an employee hired to perform duties which may arise from unforeseen enrollment increases or extra-ordinary duties not normally performed by members of the bargaining unit. In the event a temporary position is anticipated to, or in fact does, exceed the 90 consecutive working days the District agrees to post the position as a regular job in the bargaining unit as required by Article 15.2.
- b. A "substitute employee" is defined as an employee temporarily hired to replace a specific employee who has been excused from work for a period of time.

## **ARTICLE TWO: MANAGEMENT**

- 2.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right:
- a. To executive management and administrative control of the school system, its properties and facilities.
  - b. To hire all employees, determine their qualifications and conditions of their continued employment, or their discipline, suspension, dismissal, demotion, promotion or transfer, but not in conflict with the specific provisions of the Agreement.
  - c. Of assignment and direction of work of all of its personnel, determine the number of shifts, hours of work, starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
  - d. To establish the school calendar.
  - e. To determine the service, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
  - f. To adopt reasonable rules and regulations.
  - g. To determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  - h. To determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
  - i. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
  - j. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  - k. To determine the policy affecting the selection, testing or training of employees providing such selection shall be based on lawful criteria.

### **ARTICLE THREE: ASSOCIATION DUES CHECKOFF - SALARY DEDUCTIONS**

- 3.1 The District agrees to deduct from the salaries of its regular employees Association dues in accordance with Article 3.3.
- 3.2 The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article.
- 3.3. In consideration of the services rendered by the Association on behalf of all, employees shall be required to pay to the Association either:
  - a. Regular monthly Association dues in the case of employees who are members of the Association, or
  - b. An amount of money equivalent to regular monthly Association dues (in the case of employees who are not members of the Association) for negotiating and administering the contract. This amount shall be known as "fair share."
  - c. An employee who objects to making fair share payments to the Association based upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof to the District that this has been done.

#### **ARTICLE FOUR: ASSOCIATION ACTIVITIES**

- 4.1 The Association or committees of the Association shall be allowed the use of facilities of the school district for meetings on the same basis as other school-related groups. Association use of District facilities provided in this Article will be subject to applicable laws and District policies.
- 4.2 The Association shall be allowed use of such office equipment as needed outside the regular workday and with the permission of the principal to provide information to the employees. The Association shall reimburse the District the cost of all supplies used and copies made on District equipment. Association use of equipment provided for in this Article will be subject to applicable laws and Board policies.
- 4.3 The Board shall provide the Association with reasonable bulletin board space, in each building where employees work, for the Association's use in communicating with employees. Association use of bulletin board space provided in this Article will be subject to applicable laws and District policies.
- 4.4 Up to four (4) Association representatives shall be granted a total of two (2) days each without pay from his/her regular school duties to attend the OSEA annual conference and necessary meetings of interest to the Association, with approval of the superintendent. In lieu of time off without pay employees may charge the time off to vacation time (if eligible), compensatory time (if accrued) or personal business leave.

## **ARTICLE FIVE: LAYOFF**

- 5.1 Seniority shall be defined as the total length of continuous service as a classified employee within the District from the most recent date of hire. For accounting purposes, all authorized paid leave will be counted towards seniority, with the exception of FMLA/OFLA. Authorized, unpaid leaves of absence in excess of thirty (30) consecutive days will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.

When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified at least ten (10) working days in advance. This Article shall be interpreted to cover reductions in hours (except those instituted for disciplinary reasons), subject to the following conditions:

- a. Reductions in hours may be made twice a year per employee.
  - b. In the event hours are reduced and the employee is eligible for benefits, such benefits (at the existing level at the time) shall continue through the current school year, unless the reduction is a total elimination of hours.
- 5.2 Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by classification. Laid off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, a laid off employee may, at his/her own expense, continue insurance coverage subject to the approval of the insurance carrier(s) and consistent with COBRA as appropriate.
- 5.3 A laid off employee who previously worked in a different classification for the District may "bump down" an employee in that previous classification as long as the laid off employee has seniority, still meets the minimum requirements over the person to be bumped.
- 5.4 Recall rights shall exist for twenty-seven (27) months from the date of layoff. A laid off employee not recalled according to this procedure within the twenty-seven (27) months will be deemed to have been terminated in good standing.

Whenever the District determines that a vacancy exists within a classification which has experienced a layoff (within the last twenty-seven (27) months), laid off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee. The laid off employee will have ten (10) workdays to respond to the recall notice. Recalled employees will not be required to accept the offered position, but will be required to acknowledge receipt of the offer and inform the District of their decision. Failure to respond within the ten (10) workdays to any recall notice will cause the laid off employee to forfeit all recall rights and will be deemed to be a resignation.

If no laid off employee has responded to the recall by classification, or if no further laid off employees exist from the classification, all other laid off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in his/her own classification.

5.5 For the purpose of administering this Article, and solely for this purpose, "classification ranges" for layoff shall be as listed below. In addition to the bumping allowed in paragraph 5.3 above, it is the intent of the parties that a senior employee may bump down within a "classification range", if the employee meets the requirements for the position as determined by the District, as listed below.

<u>1</u> Head Custodian Custodian Custodian/Grounds	<u>2</u> Head Secretary Secretary/Bookkeeper School Secretary	<u>3</u> Head Cook Cook	<u>4</u> Mechanic Dispatcher/Trainer Mechanic Helper Bus Driver
<u>5</u> Computer Tech	<u>6</u> Licensed Speech- Language Pathology Asst	<u>7</u> Media Tech Certified Ed Asst Special Needs Asst Educational Asst	

5.6 Association/Management Discussions: The Association may, upon notification of the layoffs, request to meet with a designated District representative to discuss the pending layoff(s). As part of the discussion relative to displacement procedures, the Association may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues, nor shall it cause timelines to be extended unless the District so desires; nor shall it deter the District from placing its determined course of action into effect.



**ARTICLE SIX: LUNCH AND REST PERIODS**

- 6.1 Each employee working five (5) or more hours per day shall receive an uninterrupted lunch period of at least one-half ( $\frac{1}{2}$ ) hour. Such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the workday.
- 6.2 Each employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service, or major portion thereof, with the break as close as possible to the two (2) hour interval. Such breaks will be determined by the employee's immediate supervisor.

#### **ARTICLE SEVEN: PERSONNEL RECORDS**

- 7.1 The personnel records of all classified employees shall be maintained in the District's Personnel Office. Such personnel records shall not contain any information of a critical nature that does not bear either the signature of the employee indicating that he/she has been shown the material or documentation that the employee has refused to sign it. A copy of such material shall be furnished to the employee upon request. The employee's personnel records shall be available for inspection upon his/her request during the district office hours. Employees shall make an appointment with the District Office to inspect his or her personnel file and a District Office employee will be present during the review of the file.
- 7.2 Employees have the right to respond to any comments in the file and permanent record. An employee will have the right to indicate those documents and/or other materials in his or her file which the employee believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the superintendent or designee and if the superintendent or designee agrees, the documents will be destroyed. The decision of the superintendent or his/her designee is final and binding with no appeal to the board.
- 7.3 Material placed in the personnel record of an employee without conformity with the provisions of this Agreement will not be used in any subsequent evaluation or disciplinary procedure involving the employee.

#### **ARTICLE EIGHT: SEPARABILITY OF PROVISIONS**

- 8.1 In the event that a provision of this Agreement is declared invalid by any court of competent jurisdiction, such decision shall apply only to a specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE NINE: WAGES**

- 9.1 Wages shall be as indicated on the attached hourly wage schedule (Appendix A and B) and by this reference incorporated herein.
- 9.2 A permanent change in position involving new duties with higher pay shall be accomplished by moving the employee affected to the appropriate hourly wage classification range and step for the new position, which provides an hourly wage rate higher than he/she was receiving prior to the change.
- 9.3 The regular full-time work schedule shall consist of an eight (8) hour workday and a forty (40) hour workweek unless mutually agreed upon by employee and Superintendent or designee to ten (10) hour workday not to exceed a forty (40) hour workweek. Time worked in excess of the regular workweek shall be compensated for by payment at the overtime rate of one and one-half (1½) hours for each hour of overtime worked. If the District superintendent or his/her designee and the individual employee mutually agree, but only upon mutual agreement, the employee may instead be provided with compensatory time at one and one-half (1½) hours for each one hour of overtime worked. Employees that work on Saturday or Sunday shall be paid time and one-half for time worked.
- a. When an employee is granted compensatory time under Oregon wage and hour law and FLSA for overtime work, the following guidelines apply:
1. An employee may not accrue more than two hundred forty (240) total hours of compensatory time for overtime hours worked.
  2. Accrued compensatory time must be taken during the twelve (12) month period following the end of the workweek in which the overtime was worked. Employees are encouraged to take accrued compensatory time within the month earned. Supervisors will not unreasonably deny the use of compensatory time.
  3. Any compensatory time not taken within twelve (12) months or such compensatory time in excess of the two hundred forty (240) hour accrual maximum must be paid at a rate equal to one and one-half (1½) times the employee's current rate.
- b. Accrued compensatory time must be paid to the employee upon termination.
- 9.4 An employee in the bargaining unit called back to work shall be guaranteed a minimum of two (2) hours pay. Time in excess of eight (8) hours shall be paid at one and one-half (1½) the regular rate.
- 9.5 New employees will be placed on the first column of the position schedule and subsequently moved one step horizontally on each anniversary in that position. New employees possessing relevant past work experience, as judged by the Superintendent, may be hired in at higher columns, subject to the recommendation of the superintendent and approval by the board.
- 9.6 Employees shall be entitled to two (2) pay draws each year. Regular paydays will be scheduled for the last business day of the month except December when the payday is the last student contact day of December.

- 9.7 Qualified employees will be considered for additional hours before the district hires a non-employee substitute. However, employees shall not be placed in a position that would result in work exceeding forty (40) hours per week.
- a. An employee requested to substitute or perform duties of a classification that has a lower wage scale than their normal position shall be paid at the rate of their normal position.
  - b. An employee requested to substitute or perform duties of a classification that has a higher wage than their normal position shall receive pay at the higher wage scale at the substituting employee's current step level.
  - c. An employee requesting to perform the duties of a lower classification will be paid the wage of that lower classification (at the step they are normally assigned). Requesting shall be interpreted to mean voluntarily filling a position.
  - d. In the event less than twelve (12) month employees are called back to work prior to the actual start of their work year, they shall be paid their regular rate of pay, however such early recall will not change the scheduled work year.
- 9.8 A one-time-only bonus in the amount of \$500.00 will be paid to employees who complete their tenth (10<sup>th</sup>), twentieth (20<sup>th</sup>) and thirtieth (30<sup>th</sup>) consecutive year of service to the District. (The payment will be available to eligible employees at the first available payroll.) This benefit does not apply to bus drivers who were hired prior to August 4, 1988.
- 9.9 Each less-than-twelve- (12) month employee shall choose his or her method of receiving pay from the following choices and shall notify the payroll office prior to their first day of work each school year of the method desired.
- a. Monthly payments based on actual hours worked shall be made with paychecks received on the last business day of each month, except December. Payday will be the last student contact day in December.
  - b. Twelve (12) equal payments shall be made with paychecks received on the last business day of each month, except December. Payday will be the last student contact day in December.

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| 9.10 EMERGENCY CLOSURE

- A.  
Maintenance and custodial will maintain their regularly scheduled working hours on days when schools are closed or opening late due to an emergency, such as inclement weather. Work schedules may be modified by the Superintendent based on maintenance needs. Notification of the work schedule will be made by the maintenance supervisor in a timely manner.
- B.  
For non-maintenance employees, the Superintendent or his/her designee shall determine which employees are to report to work on days when schools are closed due to emergency situations. Work schedules may be modified by the Superintendent or his/her designee
- C.  
Employees not required to report to work on days when schools are closed shall not Receive a pay reduction for those days.
- D.  
In the event of an emergency school closure the District may reschedule student contact make-up days. Those employees who were not required to work during days the schools were closed due to an emergency such as inclement weather, shall report for work on the student contact make-up day without compensation on the day for day basis.
- E.  
No employee will suffer a loss nor will any employee profit from a school closure.

## **ARTICLE TEN: FRINGE BENEFITS**

10.1 All employees whose position schedules him/her to work forty (40) hours a week shall have paid by the District the unit rate premium of

\$1700 (for October 2016-September 2017)

\$1750 (for October 2017-September 2018)

\$1800 (for October 2018-September 2019)

("maximum District contribution"). Members choosing to may select a different insurance plan utilizing the maximum District contribution to supplement the payment of the insurance premium. The plans available shall be plans offered by OEBB. The District will pay the maximum District contribution for a twelve (12) month period, so long as the employee remains employed with the District. The maximum District contribution will be prorated for less than full-time employees, based on number of scheduled hours an employee is to work, as it relates to a forty (40) hour work week. **For example, if an employee works 32 hours per week and the maximum District contribution is \$1,000, the District's contribution would be calculated as 80% of the maximum District contribution or \$800.**

- a. All classified employees shall be eligible to receive the District's insurance contribution. In the event an employee's spouse (or significant other) has District/non-District provided medical insurance, that employee can elect to alter their status (opt out or sign up) on an annual basis. Such an election must be made during District open enrollment in September and is not reversible, except for a major life change.
- b. Any classified employee who is covered by another medical insurance policy (through spouse or significant other), and therefore elects not to be covered under the District policy, may receive instead 30% of the maximum District contribution per month cash payment (subject to taxation). This 30% of the District contribution will be prorated for less than full-time employees, based on number of scheduled hours an employee is to work, as it relates to a forty (40) hour work week. **For example, if an employee works 32 hours per week and the maximum District contribution is \$1,000 the District's contribution would be calculated as 30% of the maximum District contribution (300.00) x .8 or \$240.00.** Such payment will be paid for a twelve (12) month period, so long as the employee remains employed with the District.
- c. Should an employee select Moda Health/ODS Plan H, the District will make a contribution to a Health Savings Account (HSA) each month equivalent to the difference between the maximum District contribution applicable to the employee (e.g. Employee-only, Employee-Children, etc.) and the HSA premium, up to the limit allowed by law.
- d. Should the maximum District contribution set forth above, be insufficient to pay for the monthly premium costs of any or all of the insurances, then the parties agree that excess premium payment will be made by the employees by way of monthly payroll deductions.

- e. Newly hired employees shall be eligible for the health insurance benefits upon acceptance of written application by the insurance carriers 30 days from the employees first date of work with the District.
- f. Employees shall have benefits terminated on the first day of the month following termination of employment.
- g. The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring the expense(s).
- h. Further Examples of insurance calculation

**If the “maximum district contribution” is \$1700 then:**

<b>Hours Per Week</b>	<b>FTE %</b>	<b>Pro-rated ‘maximum district contribution</b>	<b>Pro-rated 30% Opt-out</b>
<b>40</b>	<b>1.0</b>	<b>\$1700</b>	<b>510</b>
<b>35</b>	<b>.875</b>	<b>\$1487.50</b>	<b>446.25</b>
<b>30</b>	<b>.75</b>	<b>\$1275</b>	<b>382.5</b>
<b>20</b>	<b>.5</b>	<b>\$850</b>	<b>255</b>

#### 10.2 Reimbursement for District Approved Training/Tuition

- a. The District will pay expenses for training programs for classified personnel, including mileage, meals, registration fees, etc., with prior approval of the superintendent. The District will pay an employee at the regular rate of pay for time spent in District required classroom training programs related to job responsibilities.
- b. Classified District employees will be reimbursed for college tuition or workshop or training expense when the expense is related to attainment of District certification as a CSD Certified Educational Assistant or as a Certified Speech-Language Pathology Assistant. All expenses must have prior approval of the superintendent and be identified in an employee’s professional development plan for certification as a CSD Educational Assistant or Speech Pathology Assistant. Salary, travel expense and meals will not be reimbursed by the District if the classified employee is seeking advancement in classification and pay resulting in certification as a CSD Educational Program Assistant or Certified Speech-Language Pathology Assistant.



- 10.3 In the event an employee is required to use a personal car for the purpose of conducting school business, the employee shall be reimbursed for mileage at the Internal Revenue Service rate in effect at the time the mileage is incurred.
- 10.4 Twelve (12) month per year employees will receive ten (10) days paid vacation after one twelve (12) month year in the District. Those twelve (12) month employees who have worked five (5) twelve (12) month years or longer in the District will be granted fifteen (15) days paid vacation annually. Twelve (12) month employees who have worked ten (10) twelve (12) month years or longer in the District will be granted twenty (20) days paid vacation annually. Vacation time for employees working less than eight (8) hours per day will be based on proration of the above schedule. Employees working eleven (11) months at least 220 days will receive one half the vacation as the twelve (12) month employee. Vacations shall be scheduled in such a manner that a minimum number of employees shall be on vacation at any one time. The employee and the District will mutually agree upon dates of vacations. Where two (2) or more employees request the same vacation period but cannot all be released at the same time, the more senior employee(s) shall be granted the vacation period, subject to District operating requirements.
- 10.5 Two (2) days personal business leave will be granted each regularly employed employee, renewable each year, and approved by the building principal or supervisor.
- a. One (1) additional personal business leave day will be granted to employees who begin their eighth (8<sup>th</sup>) year of consecutive service.
  - b. Employees who do not choose to use any portion of their personal leave after May 15 may elect to roll no more than two (2) personal leave days into the following year's personal leave (accumulated leave not to exceed five (5) days) or be paid at the rate of \$50 per day. Such election must be declared to the District/Business Office by the last business day in May and shall be paid in the next payroll cycle.
  - c. Employees denied their personal business leave by the building principal or supervisor after the last business day in May will be paid \$50 personal leave per day.
  - d. No more than two (2) personal business days can be used with winter or spring break.
- 10.6
- a. Bereavement leave with full pay shall be allowed up to a maximum of five (5) days within one (1) month of each death in the immediate family during an employee's work year. Definition of immediate family is as follows: spouse, children, stepchildren, grandchildren, grandparents or great-grandparents of the employee or spouse, mother, father, former guardian, brother or sister of the employee or spouse, brother or sister-in-law, aunts, uncles, nieces, nephews and any step relationship to the above mentioned or anyone who is the resident or legal responsibility of the employee. The Superintendent or his/her designee may grant additional leave.

- b. Bereavement leave will be allowed for the early termination of pregnancy due to the natural loss of a fetus. Definition of immediate family for this section will only include employee's children and spouse or any relative who is the resident responsibility of the employee.
- 10.7 Each regular employee shall be allowed ten (10) days sick leave per year or one (1) day per month employed, whichever is greater, up to a maximum of twelve (12) per year (prorated in hours for part-time employees). In the first year of employment, sick leave will be prorated and credited to the employee as it is earned per month. After the first year of employment, sick leave will be credited to the employee at the beginning of the fiscal year or work year, whichever is applicable. However, such credit of sick leave is only an advance on the amount projected to accrue during the employee's work year. Midyear resignations or terminations will result in an adjustment of any unearned but used sick leave. In order for an employee to receive this annual credit, the employee must actually commence work in the new work year. A month employed, for the purposes of this section, means at least one-half ( $\frac{1}{2}$ ) of the days in the particular month. Sick leave not taken shall accumulate and may be transferred from another school district up to seventy five (75) days; however, the accumulation shall not exceed that carried by the most recent employing district and shall not be effective until the employee has completed thirty (30) days with the new district.

To the extent allowed by law, an unlimited number of days of unused sick leave may be transferred from another Oregon district for purposes of computing retirement benefits. These provisions are not in addition to sick leave outlined under ORS 332.507. An employee who is absent on sick leave in excess of five (5) consecutive school days may be required to furnish the principal or supervisor with a doctor's certificate stating that the illness or injury prevents the employee from working. The District may subsequently require a fitness for duty statement by the doctor before returning to duty.

Sick leave means absence from duty because of illness, injury or medical appointment of a classified employee or a member of his/her immediate family as defined herein (spouse, child, mother or father). This provision shall also apply to any relative or guardian who is the resident responsibility of the employee.

Any employees who are absent on approved sick leave may, upon use of all accumulated sick leave, be placed on leave without pay for up to three (3) months. An employee approved for sick leave without pay must reapply for approved sick leave without pay each three- (3) month period.

Any classified employee may, at his/her discretion, donate not more than two (2) days of his/her accumulated sick leave to a fellow classified employee who has exhausted his/her own sick leave due to personal illness. The total of such donated sick leave shall not exceed the number of sick leave days accrued by the recipient on the date the illness began, nor shall more than thirty (30) days of sick leave be donated for this purpose to a single recipient during a current school year. The thirty (30) day limit shall be prorated accordingly for part-time classified employees. (Example: a 62.5 percent employee would be eligible for  $.625 \times 30 = 18.75$  days of donated sick leave or portion thereof depending upon accumulation at the time the illness began.)

All donations shall come from currently accumulated sick leave of the donor and donated sick leave days shall be reaccumulated by the donor at the usual rate as specified by this

Agreement. The donor and the recipient shall have no later than five (5) working days after the recipient returns to work to notify the Business Office of the requested sick leave transfer on forms provided by the District.

The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article. The District agrees to notify the Association promptly of any claim and to cooperate with the Association and its designated counsel in the defense of any claim.

- 10.8 Court Duty. Employees subpoenaed for a courtroom appearance shall be granted up to two (2) paid leave days per incident, and while on approved leave will be paid their regular salary less the amount paid the employee by the requesting party, with the exception of mileage fees. This would not apply where the individual is a party to the action, is appearing as a litigant or witness against the District or where the individual has been charged with a crime.
- 10.9 Jury Duty. Employees summoned for jury duty will be paid their regular salary less the amount paid the employee by the court, with the exception of lodging, meal and mileage fees. Employees will submit a copy of payment fees to the District within seven (7) days of receipt.

The Superintendent shall receive advance notice of required jury duty or court appearances. Upon being excused from jury duty or appearance as a witness during any work day, the employee shall report to their supervisor for possible assignment for the remainder of the regular school day.

- 10.10 Unpaid Leave of Absence. An employee may apply for leave without pay for a specific period of time up to one (1) year. If leave without pay is granted, increases in compensation (except experience increments which would be allowed if an employee worked six (6) months since his/her last experience step increase) and other benefits that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave.

## **ARTICLE ELEVEN: CONDITIONS OF EMPLOYMENT**

- 11.1 Step increases will be on July 1 after completion of the employees six month probation period.
- 11.2 All new employees will be hired on a 18 month probationary period, during which time they may be dismissed without showing cause. Probationary employees will receive a written evaluation based on the schedule below. If evaluations are not completed, the employee will be considered 'off probation' and will be considered a regular employee. Dismissals of probationary employees are not subject to the grievance procedure or arbitration.

### **Probationary Evaluation Schedule**

First day of work	Minimum number of evaluations
0-3 months	1
4-6 months	1
7-9 months	1
10-12 months	1
13-15 months	1
16-18 months	1

- 11.3 Conditions for Promotion:
- An employee who has been promoted to a higher job classification may be returned to his/her former position and rate of pay within the first ninety (90) calendar days of such promotion at the discretion of the District. The District will provide the affected employee with the job-related reason for any such return to the former position.
  - An employee promoted to a new job classification shall have the option, without penalty, of returning to his/her previous position, at the previous rate of pay, within thirty (30) working days of promotion.
- 11.4 Negotiated increases will become effective on July 1 of each year for which an increase is applicable.
- 11.5 The District will pay for required driver physical examinations and EKGs by a physician of the District's choice. Employees may use their personal physician providing the cost does not exceed the fee of the District's "physician of choice" and prior approval is obtained from the bus garage supervisor. In the event that fingerprinting is required of current employees for employment reasons, the District shall pick up the cost.
- 11.6 During the term of this agreement, the association and its bargaining unit members will not initiate, cause, permit to participate, or join in any strike, work stoppage, slowdown or other concerted activity, including the observance of the picket line against the school district during the employees designated work hours. Participation in any of the above-prohibited activities shall constitute full just cause for disciplinary action, including discharge and/or damages.

- 11.7 There will be no lockout of employees in the bargaining unit by the District as a result of a labor dispute during the term of this Agreement.
- 11.8 Annually, and not later than August 15, less than twelve (12) month classified employees will be notified by mail of their assignment for the following school year. Such notice will include the anticipated number of days of work and the number of hours of work for the year.
- 11.9 It is agreed that the District shall provide a safe and healthy workplace for all workers as required by ORS 654.010.
- 11.10 It is agreed by the parties that the District shall maintain a safe and hostile free work environment and that the District shall take immediate corrective action to ensure the safety of all employees. Further the District shall comply with all provisions of OR-OSHA.

The Safety Committee will function in accordance with OR-OSHA administrative rules. The District and the Association will appoint its own members to the Safety Committee.

Any employee who is required to work in any hazardous situations shall receive proper training for such duties and/or situations. Training and any associated costs including travel, lodging, per diem and overtime shall be paid for by the District in accordance with state and federal law.

If no safety equipment is available and/or the employee has not received performance training, that employee(s) shall not be required to perform said duties.

In the event any bargaining unit employee suffers an injury due to attack, assault, overt physical act of violence or inappropriate physical contact by a student of the District, the employee shall not be required to work with that student until such time that the employee, union representative and the building principal have met, conferred and reached a reasonable solution to the issue. An employee shall not be considered to be insubordinate if he/she refuses to follow an order that would endanger the health or safety of the student, employee or any other person.

Any incidents as described in the preceding section shall be reported to the building Administrator.

- 11.11 The District agrees that for the life of this agreement it shall not contract out bargaining unit work except to the extent that specialized contractors may be utilized to perform work requiring state or federal licensure for which no bargaining unit employee possesses.
- 11.12 The district agrees to establish a communication device for the purpose of notifying employees to not report to work in the event of school closure due to weather or other emergency situations.

## **ARTICLE TWELVE: HOLIDAYS**

### **12.1 Paid holidays for employees in the bargaining unit shall be:**

Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veterans Day	New Year's Day
Thanksgiving Days	Memorial Day
Day after Thanksgiving	

To be eligible, employees must work their regularly scheduled shift the day before and the day after the holiday, unless on approved personal business leave, bereavement leave, vacation or emergency school closure. (Sick leave exceptions to this day-before/day-after restriction may be waived on a case-by-case basis at the discretion of the superintendent or designee.)

### **12.2 Holidays falling on Saturday or Sunday will be observed on weekdays immediately preceding or following the weekend as determined by the District calendar for the year in question.**

### **ARTICLE THIRTEEN: GRIEVANCE PROCEDURE**

- 13.1 The purpose of this procedure is to secure the exclusive and expeditious means of solving grievances at the lowest possible level regarding an alleged violation of this Agreement. Appendix B, Grievance Tracking Form, shall be completed for all grievances.

- 13.2 Level One. Within twenty (20) calendar days of the alleged occurrence or within twenty (20) calendar days of knowledge of such occurrence the grievant will first discuss the grievance with the immediate supervisor or building principal in an attempt to resolve the matter informally at that level. If not satisfied with the response, the grievant shall complete a written grievance form which shall set out the facts upon which the grievance is based, the Article(s) alleged to have been violated, how the District action or inaction allegedly violated language cited and the remedial action requested. The grievance form shall be submitted to the immediate supervisor and/or the building principal.

The building principal or supervisor shall then meet with the grievant and representative within seven (7) calendar days to attempt to resolve the grievance. The principal or supervisor shall communicate in writing within seven (7) calendar days after the meeting the decision to the employee and the representative.

- 13.3 Level Two. If the grievant is not satisfied with the decision or if no decision is rendered within the required time period, the grievant may appeal the decision within seven (7) calendar days to the Superintendent. The grievant will include a copy of the original grievance form and an explanation why the grievant is not satisfied with the findings at Level One of this procedure.

The superintendent will discuss the grievance with the grievant and representative within fourteen (14) calendar days of the request and try to resolve the grievance. The superintendent shall communicate the decision in writing within seven (7) calendar days after the meeting to the school board, the grievant and the representative. If dissatisfied with the action of the superintendent or if no decision is rendered within the required time period, the grievant may request a meeting with the school board within seven (7) calendar days after receiving the decision of the Superintendent. The grievant will submit a copy of original grievance form submitted at Level One and copies of the decisions at Level One and Two along with an explanation why the decisions rendered at those levels are unacceptable to the grievant.

- 13.4 Level Three. Within twenty (20) calendar days of receipt of the appeal from the superintendent's level, the board will schedule a meeting with the grievant and representative to discuss the matter. The board will render a decision in writing within fourteen (14) calendar days after the conclusion of the meeting. A copy of the board's decision shall be sent to the grievant and representative.

Nothing herein stated shall deprive the grievant of rights to be represented by the Association before the Board. The Association shall have the right to be present for any adjustment of the grievance.

- 13.5 Level Four. The Association, if dissatisfied with the decision at the board's level or if no decision is rendered within the required time period, may appeal the grievance to arbitration within ten (10) calendar days. Only the Association may carry the grievance procedure to Level Four and only the specific grievance as filed at Level One may be submitted to arbitration.

Within five (5) days of receipt of the appeal, the superintendent or his/her designee and the Association shall attempt to select a mutually acceptable arbitrator. If this is not done, the parties shall, on the sixth (6th) day, initiate a request to the Employment Relations Board (ERB) for a list of five (5) arbitrators who reside in the state of Oregon. The party to strike the first name shall be determined by a coin flip and the losing party shall strike one name. This process will be repeated. The one remaining shall be the arbitrator. The hearing shall be conducted in a manner agreed to by the parties or, failing such agreement, as determined by the rules of the American Arbitration Association in effect at that time.

The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, and may not add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his discretion for that of the board in any manner not specifically contracted away by the board. A decision or award of the arbitrator shall, within the scope of the arbitrator's authority, be final and binding on both parties.

In case of a grievance involving any continuing or other money claim against the District, no award shall be made by the arbitrator which shall allow any alleged accruals for more than one (1) year prior to the date when such grievance shall have first been presented to the immediate supervisor or principal.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record and provide a copy to the other party at the cost of reproduction only.



**ARTICLE FOURTEEN: JUST CAUSE**

- 14.1 The District shall not, for disciplinary reasons, suspend without pay, reduce in basic compensation or dismiss any permanent classified employee without just cause.

#### **ARTICLE FIFTEEN: JOB OPENINGS**

- 15.1 The District shall make available to the Association a list of new job openings in the bargaining unit. The job opening list shall be available at least ten (10) calendar days prior to the closing of the open positions. The District agrees that they will post within the buildings for at least five (5) days prior to advertising in the media.
- 15.2 When a vacancy occurs within the bargaining unit, either existing or newly created, such openings shall be posted. The posting notices shall be mailed to the Association president, shall be posted on bulletin boards in each responsibility center where classified employees work and e-mailed to all classified employees July 1 through June 30 on their District e-mail. A list of all vacancies which occur from June 1 to August 31 will be e-mailed/mailed to classified employees who have expressed interest and left a summer address with the District Office. No such vacancy will be filled within fourteen (14) calendar days of the posting date. A temporary employee may be placed in vacancies that occur within the last ninety (90) days of the school year.
- a. Current employees of the District who have completed their probation period may bid for such postings by making written application on the form provided by the District.
  - b. In the event that the District judges the job-related qualifications of an outside applicant to be equal to those of a current employee, preference shall be given to the current employee.
  - c. In the event that the District judges that the job-related qualifications of two or more current employees to be equal, preference shall be given to the employee with the greatest District seniority.
- 15.3 When filling a position, the district will have at least two (2) classified employees as part of the interview team. It is encouraged that one (1) of the two (2) positions be a member of the Association executive board.
- 15.4 The District agrees to consider the employment of less-than-twelve- (12) month employees during summer vacation periods in temporary positions. It is understood that these temporary positions may encompass some of the duties the less-than-twelve- (12) month employees perform during the regular school year. It is further understood that these positions may be paid at a rate less than employees earn during regular employment. As a consequence, the Association and its members agree that the grievance procedure does not apply to alleged violations of this section and that neither will enter into any suit to recover wages higher than those paid to other temporary summer employees performing the same work. In addition, employment during one summer session would not guarantee employment during subsequent summers. In no case does the granting of temporary summer employment to a less-than-twelve- (12) month employee constitute an extension of the employee's employment year or the granting of fringe benefits beyond those required by law.

**ARTICLE SIXTEEN: LABOR MANAGEMENT COMMITTEE**

- 16.1 The District and the Association shall form and maintain a joint Labor Relations Committee for the purpose of increasing and improving communications and relationships.
- 16.2 Both the District and the Association shall be equally represented. Three (3) representatives shall be appointed by the OSEA chapter executive board, one of the representatives being the OSEA chapter president and three (3) representatives shall be appointed by the superintendent.
- 16.3 The purpose of the committee is to:
- a. Maintain open communication between the Association and the District
  - b. Discuss concerns regarding clarification of this agreement
  - c. Exchange factual data
  - d. Discuss proposed policy changes affecting employee relations
  - e. Address other issues mutually agreed to by the OSEA chapter president and the superintendent
- 16.4 The District and the OSEA chapter president shall establish the committee's meeting schedules as needed.

### **SIGNATURES**

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by the Oregon School Employees Association Chapter 53, referred to as the "Association" and the Board of Education of Clatskanie School District, referred to as the "Board" or the "District."

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses an obligation of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

This contract shall be effective as of July 1, 2016, and shall be binding upon the Board, the Association and its members and shall remain in full force and effect through June 30, 2019.

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

\_\_\_\_\_  
Oregon School Employees Association    Date

\_\_\_\_\_  
Representative Clatskanie SD    Date

**Appendix A: 2016-17 HOURLY WAGE SCHEDULE**

<b>Effective July 1, 2016</b>								
<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>Longevity STEP 15</b>
Cook	12.65	13.07	13.55	14.03	14.52	15.03	15.30	15.44
Head Cook	13.53	13.99	14.50	15.02	15.54	16.09	16.37	16.52
Educational Assistant	12.70	13.11	13.57	14.05	14.57	15.09	15.09	15.50
Special Needs Assistant	12.70	13.11	13.57	14.05	14.57	15.09	15.09	15.50
CSD Certified Ed Assistant	13.26	13.74	14.25	14.71	15.25	15.78	16.07	16.21
Media Technician	13.26	13.74	14.25	14.71	15.25	15.78	16.07	16.21
Computer Technician	15.79	16.28	16.87	17.45	18.04	18.65	19.28	19.47
Licensed Speech-Language Technology Assistant	16.96	17.58	18.24	18.93	19.64	20.38	21.16	21.36
School Secretary	13.81	14.31	14.82	15.36	15.91	16.48	16.79	16.95
Bookkeeper/Secretary	14.31	14.81	15.32	15.86	16.41	16.98	17.29	17.45
Head Secretary	14.56	15.09	15.64	16.25	16.83	17.46	17.80	17.97
Bus Driver	15.09	15.66	16.25	16.82	17.45	18.13	18.48	18.66
Dispatcher/Trainer	15.09	15.66	16.25	16.82	17.45	18.13	18.48	18.66
Head Custodian	16.19	16.78	17.40	18.06	18.75	19.43	19.79	19.98
Custodian	15.55	16.12	16.71	17.35	18.01	18.67	19.02	19.20
Custodian/Grounds	15.55	16.12	16.71	17.35	18.01	18.67	19.02	19.20
Mechanic	18.26	18.48	19.67	20.41	21.17	21.98	22.40	22.62
Mechanic Helper	16.67	17.29	17.94	18.61	19.30	20.03	20.79	20.98

**Additional Pay Rates**

Bus Wait	12.50
Summer Bus	12.29

Reimbursement will be for hours worked only and the above schedule establishes the hourly rate for each position.

- All employees who have been employed in the District fifteen (15) years or longer will receive a 1% increase to their wage by advancing to the Longevity Step 15 on their anniversary date, except drivers hired before 8/4/1988.
- In the event the transportation supervisor is absent from work, the person placed in charge will be paid an additional \$2.85 per hour in compensation to perform the transportation supervisor's responsibilities.
- Bus drivers hired before August 4, 1988, shall be placed on Step 7 of the salary schedule. Longevity pay: \$8.08 per month for every four (4) years of service.

**Appendix A: 2017-18 HOURLY WAGE SCHEDULE**

<b>Effective July 1, 2017</b>								
<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>Longevity STEP 15</b>
Cook	13.10	13.52	14.00	14.48	14.97	15.48	15.75	15.89
Head Cook	13.98	14.44	14.95	15.47	15.99	16.54	16.82	16.97
Educational Assistant	13.15	13.56	14.02	14.50	15.02	15.54	15.54	15.95
Special Needs Assistant	13.15	13.56	14.02	14.50	15.02	15.54	15.54	15.95
CSD Certified Ed Assistant	13.71	14.19	14.70	15.16	15.70	16.23	16.52	16.66
Media Technician	13.71	14.19	14.70	15.16	15.70	16.23	16.52	16.66
Computer Technician	16.24	16.73	17.32	17.90	18.49	19.10	19.73	19.92
Licensed Speech-Language Technology Assistant	17.41	18.03	18.69	19.38	20.09	20.83	21.61	21.81
School Secretary	14.26	14.76	15.27	15.81	16.36	16.93	17.24	17.40
Bookkeeper/Secretary	14.76	15.26	15.77	16.31	16.86	17.43	17.74	17.90
Head Secretary	15.01	15.54	16.09	16.70	17.28	17.91	18.25	18.42
Bus Driver	15.54	16.11	16.70	17.27	17.90	18.58	18.93	19.11
Dispatcher/Trainer	15.54	16.11	16.70	17.27	17.90	18.58	18.93	19.11
Head Custodian	16.64	17.23	17.85	18.51	19.20	19.88	20.24	20.43
Custodian	16.00	16.57	17.16	17.80	18.46	19.12	19.47	19.65
Custodian/Grounds	16.00	16.57	17.16	17.80	18.46	19.12	19.47	19.65
Mechanic	18.71	18.93	20.12	20.86	21.62	22.43	22.85	23.07
Mechanic Helper	17.12	17.74	18.39	19.06	19.75	20.48	21.24	21.43

**Additional Pay Rates**

Bus Wait	12.95
Summer Bus	12.74

Reimbursement will be for hours worked only and the above schedule establishes the hourly rate for each position.

- All employees who have been employed in the District fifteen (15) years or longer will receive a 1% increase to their wage by advancing to the Longevity Step 15 on their anniversary date, except drivers hired before 8/4/1988.
- In the event the transportation supervisor is absent from work, the person placed in charge will be paid an additional \$2.85 per hour in compensation to perform the transportation supervisor's responsibilities.
- Bus drivers hired before August 4, 1988, shall be placed on Step 7 of the salary schedule. Longevity pay: \$8.08 per month for every four (4) years of service.

**Appendix A: 2018-19 HOURLY WAGE SCHEDULE**

<b>Effective July 1, 2018</b>								
<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>Longevity STEP 15</b>
Cook	13.60	14.02	14.50	14.98	15.47	15.98	16.25	16.39
Head Cook	14.48	14.94	15.45	15.97	16.49	17.04	17.32	17.47
Educational Assistant	13.65	14.06	14.52	15.00	15.52	16.04	16.04	16.45
Special Needs Assistant	13.65	14.06	14.52	15.00	15.52	16.04	16.04	16.45
CSD Certified Ed Assista	14.21	14.69	15.20	15.66	16.20	16.73	17.02	17.16
Media Technician	14.21	14.69	15.20	15.66	16.20	16.73	17.02	17.16
Computer Technician	16.74	17.23	17.82	18.40	18.99	19.60	20.23	20.42
Licensed Speech-Language Technology Assistant	17.91	18.53	19.19	19.88	20.59	21.33	22.11	22.31
School Secretary	14.76	15.26	15.77	16.31	16.86	17.43	17.74	17.90
Bookkeeper/Secretary	15.26	15.76	16.27	16.81	17.36	17.93	18.24	18.40
Head Secretary	15.51	16.04	16.59	17.20	17.78	18.41	18.75	18.92
Bus Driver	16.04	16.61	17.20	17.77	18.40	19.08	19.43	19.61
Dispatcher/Trainer	16.04	16.61	17.20	17.77	18.40	19.08	19.43	19.61
Head Custodian	17.14	17.73	18.35	19.01	19.70	20.38	20.74	20.93
Custodian	16.50	17.07	17.66	18.30	18.96	19.62	19.97	20.15
Custodian/Grounds	16.50	17.07	17.66	18.30	18.96	19.62	19.97	20.15
Mechanic	19.21	19.43	20.62	21.36	22.12	22.93	23.35	23.57
Mechanic Helper	17.62	18.24	18.89	19.56	20.25	20.98	21.74	21.93

**Additional Pay Rates**

Bus Wait	13.45
Summer Bus	13.24

Reimbursement will be for hours worked only and the above schedule establishes the hourly rate for each position.

- All employees who have been employed in the District fifteen (15) years or longer will receive a 1% increase to their wage by advancing to the Longevity Step 15 on their anniversary date, except drivers hired before 8/4/1988.
- In the event the transportation supervisor is absent from work, the person placed in charge will be paid an additional \$2.85 per hour in compensation to perform the transportation supervisor's responsibilities.
- Bus drivers hired before August 4, 1988, shall be placed on Step 7 of the salary schedule. Longevity pay: \$8.08 per month for every four (4) years of service.

- Trip pay for these bus drivers will be at the person's regular rate of pay for all hours worked, except that on-call hours will be paid at the rate of \$9.88 (10-11) per hour with increase equal to the Cola wage increase per year. All hours that drivers are required to be with their vehicle shall be considered as driving hours and will be paid at the "trip pay" rate as defined above.

#### **MEALS;**

Meals: When approved by the District, a meal allowance will be paid monthly at the following rate(s) to employees who are out of district. Employees must turn in receipts for meals.

6:00-8:00 a.m. -	Breakfast	\$ 8.00
12:00-2:00 p.m. -	Lunch	\$ 9.00
5.00-7:00 p.m. -	Dinner	\$13.00

For overnight trips, drivers will be paid for an eight (8) hour day or the time the driver is with the bus, whichever is longer.

#### **Activity Trips:**

The District agrees to use Classified bus drivers for the transportation of 15 or more student participants traveling to contests in school-owned school buses or vehicles for the following High School sports:

- Volleyball, Football, Soccer, Cross Country, Girls Basketball, Boys Basketball, Wrestling, Baseball, Softball and Track with the exception of:
  - The Spring Baseball trip
  - The Spring Softball Trip
  - State Cross Country, Wrestling and Track Meets

The District has unlimited discretion in whether it uses Classified bus drivers or other District personnel/approved volunteers, who are not Classified bus drivers, to drive up to two District vehicles (e.g. activity busses, vans, etc.) for trips with 14 or fewer student participants. Examples of such trips include but are not limited to:

- Club activities such as speech/debate, forestry/CTE, salmon bowl, leadership, etc.
- Other school academic/learning activities
- Summer sports activities that are not OSAA related
- Overnight sports trips including sports tournaments, team camps, etc.

It is understood that students may be transported in non-district-owned vehicles without regard to the union membership status of the driver.

It is agreed that if the District has at least twenty-four (24) hours prior notice of a trip cancellation and fails to notify the bus driver of the cancellation, and such failure results in the driver losing a regular route, the district will provide the driver with the opportunity to work four (4) hours. It is further understood that in the event a trip is cancelled at the "last minute" and rescheduled, the original driver scheduled to drive that trip will again be scheduled to drive the makeup trip, subject to his/her availability.