Tentative Agreements Reached

Date of Bargaining Session: April 24, 2025

Parties: Springfield Public Schools and Springfield Education Association

We, the undersigned, affirm that the following tentative agreements below and, as attached, accurately reflect the mutual understanding reached between the parties on the above date and will be included in the final agreement subject to ratification.

- Article VII – Pregnancy and Parental Leave
- Article X – Association Dues and Payroll Deduction
- Article XVI – Required Travel
- Article XXIV – Job Sharing

For the Association

5/4/25
Date

For the District

May 3, 2025
Date

MS 5/4/25
DR 5/3/25

VII. PREGNANCY DISABILITY AND PARENTAL LEAVE (Tentative Agreement 4/24/25)

The District and the Association intend to coordinate an ~~employee~~ **licensed staff member's** rights under Article VII with state and federal family leave law in a manner that ensures no loss of ~~an~~ **a** ~~employee~~ **licensed staff member's** rights.

The District shall grant leave as required by Oregon and Federal law for the birth or adoption of a child. If additional benefits not included in this article are required by state and/or federal leave law, they shall be granted to the ~~employee~~ **licensed staff member** by the District.

Please note that all cases under this article will be addressed by the Human Resources Department on an individual basis.

A. PREGNANCY **DISABILITY** LEAVE

1. A pregnant ~~employee~~ **licensed staff member**, disabled because of pregnancy, may request a leave of absence for the period of disability. A newly hired ~~employee~~ **licensed staff member** must report to work at least one (1) day in order to be eligible for pregnancy disability leave under this Article.

   a. The ~~employee~~ **licensed staff member** will give to provide the ~~District~~ Human Resources Office **department with** electronic and/or written notice of intent to request leave at the earliest possible date after the necessity for leave becomes known to the ~~employee~~ **licensed staff member**.

   b. The District may require the ~~employee~~ **licensed staff member** to provide a written statement from their treating physician indicating that the ~~employee~~ **licensed staff member** is pregnant and suffering disability due to pregnancy that requires release from work.

      (1) The District may require a second opinion from a physician mutually acceptable to the District and the ~~employee~~ **licensed staff member.**

      (2) If no agreement on a second physician can be reached within a reasonable period of time, the District may request that the Bureau of Labor and Industries appoint a second physician.

      (3) The second medical opinion will be the final decision and will not be subject to appeal by the District or the ~~employee~~ **licensed staff member.**

2. During the pregnancy **disability** leave, the ~~employee~~ **licensed staff member** may, but is not required to, use earned sick leave **in accordance with the Oregon Family Leave Act (OFLA). Additionally, pregnancy disability leave may be available to licensed staff members through Paid Leave Oregon in accordance with Article VI.K. If no paid leaves are available through OFLA or PLO, or the member has exhausted all paid leaves, the licensed staff member may elect to use unpaid leave for the duration of the pregnancy disability.** ~~(Article VI.D)) or personal leave (Article VI.C). Unless the employee elects to use sick leave or personal leave, pregnancy leave will be without pay.~~

3. Early Termination of Leave.

   a. An ~~employee~~ **licensed staff member** on pregnancy **disability** leave may submit an electronic and/or written request to the Human Resources ~~Office~~ **department** for early return from leave to resume her their position if she they regains her their ability to perform ~~her~~ **their** duties. The District may require medical certification, under the procedure established by this Article, of the ~~employee~~ **licensed staff member's** ability to resume ~~her~~ **their** duties.

   b. ~~An~~ **A** ~~employee~~ **licensed staff member** on pregnancy **disability** leave may submit an electronic and/or written request with the Human Resources Office department that ~~she~~ **they** be notified of any teaching positions, with less strenuous duties than ~~her~~ **their** former position and for which ~~she~~ **they** ~~is~~ **are** licensed and qualified, that become vacant during the period of the leave. The ~~employee~~ **licensed staff member** may submit a timely electronic and/or written request for early termination of leave and temporary transfer to such position under District- established procedures.

4. In lieu of leave, ~~an~~ **a** ~~employee~~ **licensed staff member** subject to this provision may request temporary transfer to any vacant and less strenuous teaching position for which ~~she~~ **they** ~~is~~ **are** licensed and qualified. The District may require medical certification, as provided by this Article, of the need for transfer.

5. The decision whether to grant a request for early return from leave or a request for temporary transfer under this article will be exclusively left to the District. An arbitrator will have no authority to rule on or consider any dispute regarding requests for early return from leave or temporary transfer. In the event of a dispute regarding such requests, the licensed staff member's recourse will be to appeal the decision through the Board Policy Grievance Procedures. The School Board's decision will be final and binding on the parties.

a. Following pregnancy **disability** leave, the ~~employee~~ **licensed staff member** will be reinstated to the position held at the commencement of leave unless the position has been eliminated. If the ~~employee~~ **licensed staff member's** position has been eliminated~~, she~~ **they** will be reinstated to a substantially equivalent position; provided that ~~employee~~ **licensed staff members** on pregnancy disability leave are subject to the reduction-in-force provisions of this Agreement and state law to the same extent as ~~employee~~ **licensed staff members** actively working.

B. PARENTING LEAVE

1. Eligibility and Notice

a. ~~An~~ **A** ~~employee~~ **licensed staff member** may take up to twelve (12) consecutive weeks of parenting leave (bonding), under FMLA **and/or PLO**~~/OFLA laws~~, in the event of childbirth, **pre-placement**, or placement of an adopted or foster child in the home.

b. If two (2) family members are employee licensed staff members and parenting leave is for twelve (12) weeks or less, the family members may divide the leave according to a plan submitted in the advance request for leave; provided that:

(1) Each family member may take only one (1) parenting leave per childbirth and the leave days must be consecutive, and

(2) Both ~~employee~~ **licensed staff members** may take leave at the same time but are limited to the aggregate of twelve (12) weeks.

(3) When both family members are covered under FMLA/OFLA, they may each take up to six (6) weeks concurrently and then take additional total (aggregate) of twelve (12) weeks parenting leave separately. For example: If both parents want to take their full twelve (12) weeks of time allowed and have some time off together, they may stagger their leaves so that one (1) parent starts their leave at week one (1) through week twelve (12) and the other parent starts their leave at week six (6) of the first parent's leave, overlapping time off together for six (6) weeks and then continues their leave through the completion of their own twelve (12) weeks.

c. Leave may begin:

(1) On the date the ~~employee~~ **licensed staff member's** child is born, or

(2) On the date pre-placement activities begin, or

(3) On the date an adopted or foster child is placed in the ~~employee~~ **licensed staff member's** home.

d. The ~~employee~~ **licensed staff member(s)** must provide the ~~District~~ **Human Resources department** with notice of the dates for which leave is requested at least thirty (30) days prior to the ~~employee~~ **licensed staff member's** last duty day.

(1) If unforeseeable circumstances prevent the ~~employee~~ **licensed staff member(s)** from providing thirty (30) days' notice, the employee licensed staff member(s) will provide the ~~District~~ Human Resources **department** with the maximum notice possible under the circumstances.

(2) Failure to provide the required notice may result in the delay of commencement of the leave up to three (3) weeks from the date notice is received by the ~~District~~ **Human Resources department** and a reduction of the period of leave for which the ~~employee~~ **licensed staff member(s)** is eligible to request pay of up to three (3) weeks, at the District's discretion.

e. Beyond FMLA **and/or PLO** ~~/OFLA~~ leave entitlements, an ~~employee~~ **licensed staff member** may request unpaid parenting leave to create a block of time up to twelve (12) consecutive months of parenting leave, subject to the other provisions of this article, in the event of child birth or placement of an adopted or foster child in the home.

(1) If two (2) family members are covered by this agreement, only one (1) family member will be eligible for unpaid parenting leave beyond FMLA/OFLA entitlement.

f. Parenting leave **through FMLA** is not available to ~~employee~~ **licensed staff members** who are surrogate parents, seasonal or temporary ~~employee~~ **licensed staff members,** or ~~employee~~ **licensed staff members** who have been employed fewer than one hundred eighty (180) days prior to the birth or adoption of the child. **Parenting leave in these circumstances may be available through PLO, subject to the determination made by the administrators of the PLO program.**

2. Paid/Unpaid Status

a. During the first twelve (12) weeks of leave the ~~employee~~ **licensed staff member(s)** may, but is not required to, use accumulated unused sick leave or personal leave. In such cases, paid leave is limited to unused, accumulated sick leave or personal leave.

b. Paid leave in excess of twelve (12) weeks will be granted only if the Human Resources ~~Office~~ **department** receives a physician's written verification of ~~employee~~ **licensed staff membe**r illness or disability requiring release from work. In such cases, paid leave is limited to unused, accumulated sick leave or personal leave.

c. If holidays, non-contract days or vacation days, for which the ~~employee~~ **licensed staff member** would not ordinarily be charged a leave day if absent, fall within the twelve-week (12-week) period immediately following birth or placement of an adopted or foster child in the ~~employee~~ **licensed staff member's** home, they will neither extend the twelve- week (12-week) period nor be charged against the ~~employee~~ **licensed staff member's** accrued leave account.

d. Premature birth does not extend the right to request paid leave beyond twelve (12) weeks. However, in the event of premature birth, an ~~employee~~ **licensed staff member** who has requested a total of twelve (12) weeks of leave or less will be granted an extension of leave until the date the physician certifies the infant has reached the developmental stage of twelve (12) weeks; provided that the ~~employee~~ **licensed staff member** submits an electronic and/or written request for extension of leave.

e. Except as specifically provided by this Article, parenting leave in excess of twelve (12) weeks will be without pay.

3. Return from Leave

a. If the parenting leave is limited to twelve (12) weeks or less, the ~~employee~~ **licensed staff member** will be reinstated to the position held at commencement of leave, unless the position has been eliminated. If the position has been eliminated, the ~~employee~~ **licensed staff member** will be assigned to a substantially equivalent position.

b. Return from leave in excess of twelve (12) weeks will be at the beginning of the school year or the beginning of the second semester, unless the District and the ~~employee~~ **licensed staff member** mutually agree to some other date.

(1) A District decision to grant a request to return at a time other than the beginning of the school year or the beginning of the second semester will not obligate the District to grant such a request from another ~~employee~~ **licensed staff member**, or the same ~~employee~~ **licensed staff member,** at a future date.

(2) If a child is born, or an adopted or foster child is placed in the home, during the summer recess when school is not normally held, the ~~employee~~ **licensed staff member** may take up to two (2) full semesters of leave.

(3) If the parenting leave extends beyond twelve (12) weeks, the ~~employee~~ **licensed staff member** will be reinstated to a substantially equivalent position.

(4) In no case will parenting leave in excess of one (1) year be granted.

c. Notwithstanding any other provision of this Agreement, ~~employee~~ **licensed staff members** on parenting leave are subject to the reduction-in-force provisions of this Agreement and State law to the same extent as ~~employee~~ **licensed staff members** actively working.

d. The provisions above notwithstanding, a parenting leave may not extend beyond the contract of a temporary or part-time licensed staff member.

C. COORDINATION OF PREGNANCY **DISABILITY** AND PARENTAL LEAVES

Pregnancy **disability** leave does not extend parenting leave. Eligibility for paid or unpaid parenting leave will be reduced by the corresponding amount of paid or unpaid pregnancy disability leave taken after the birth of the child. In no case will pregnancy **disability** and parenting leave combine to:

1. Create a total leave period after childbirth in excess of one (1) year, or

2. Extend the contract of a temporary or part-time licensed staff member.

D. BENEFITS DURING AND FOLLOWING PREGNANCY DISABILITY/PARENTAL LEAVE

1. If an ~~employee~~ **licensed staff member** elects to use sick leave or personal leave during pregnancy **disability** or parental leave, the District will continue the same contributions for benefits during paid leave as the ~~employee~~ **licensed staff member** was entitled to while working.

2. ~~Employee~~ **Licensed staff members** on unpaid leave may purchase insurance through COBRA (at step rates) for the duration of their leave, not to exceed one (1) year. The District will inform any ~~employee~~ **licensed staff members** who have been approved for a leave of absence, or who inquire about an unpaid leave, of their insurance options and the cost of coverage to the ~~employee~~ **licensed staff member**. Continuation of insurance benefits beyond twelve (12) weeks of FMLA/OFLA and/or PLO leave in the preceding twelve-month (12-month) period will be at the expense of the ~~employee~~ **licensed staff member** on leave.

3. All benefits to which the licensed staff member was entitled at the time pregnancy **disability** or parental leave commenced, including seniority and unused accumulated sick leave will be restored to the licensed staff member upon return.

4. There will be no accrual of benefits or employment credit during unpaid leave, except that seniority will accrue during leave to the extent required by law.

MS 5/4/25
DR 5/3/25

X. ASSOCIATION DUES AND PAYROLL DEDUCTION (Tentative Agreement 4/24/25)

A. The District agrees to deduct Association dues, assessments and voluntary contributions from the salaries of bargaining unit employees as requested by the Association on behalf of the employee. Requests to deduct Association dues will be honored when received in writing from the Association by the fifteenth (15th) of the month prior to the month deductions are to be made. Such authorization will continue in effect from year to year unless revoked in writing by September 30th.

Pursuant to such authorization, the District will deduct the dues in ten (10) equal deductions beginning in November. Deductions authorized after the commencement of the school year will be pro-rated so that the full amount will be deducted by the end of that licensed staff member's payroll period.

The District agrees to provide to the Association **and OEA** information that includes an initial report of each new employee's **name, date of birth**, **last four digits of** social security number, home address, email and phone, work location, position, FTE, and date of hire. Initial reports shall be made as soon as the new employee information is available. Subsequent monthly reports will include any changes to the above information, any change in employment status (e.g., starting and ending dates for unpaid leaves of absence, termination), and the effective date of any change in employment status. **The District shall provide the Association with the above information for any new hire within 10 calendar days of the date of hire.**

B. Current language.

C. If an employee gives written notification to the ~~Human Resources~~ **Payroll** Department of an alleged District clerical error in the employee's payroll deductions for the current school year, the District will investigate. Within thirty (30) working days of verifying such a District clerical error, the District will correct the error. The District's liability for any such error will be retroactive to the date of verification of the error, provided that if the District erroneously pays money to the Association, the Association will promptly remit such money to the injured party upon notification.

D. The District agrees to deduct from the salaries of its licensed staff members as requested by the licensed staff member:

1. Premiums for approved insurance and annuity programs.

2. ~~Contributions to the United Way Fund.~~

3. ~~Payment to credit unions.~~

4. Other items as approved by the District.

E – G Current language.

MS 5/4/25
DR 5/3/25

XVI. REQUIRED TRAVEL (Tentative Agreement 4/24/25)

A. Licensed staff members will not be **permitted** ~~required~~ to drive students to activities which take place away from the school building, **except those licensed staff members who are trained and certified through the Transportation department to operate and drive Type-10 and/or Type-20 vehicles as part of their coaching and/or activity leader duties.** ~~A licensed staff member may do so voluntarily, however, with the advance approval of their principal or immediate supervisor, they will be compensated at the current state mileage rate for the use of their own automobile.~~

B. Licensed staff members will be reimbursed at the current **IRS** ~~State~~ mileage rate if required in writing by the District to drive their personal automobiles while performing District-assigned duties.

C. Current language.

MS 5/4/25
DH 5/3/25

XXIV. JOB SHARING (Tentative Agreement 4/24/25)

We agree to delete this article.