

CONTRACT BETWEEN

MEDFORD SCHOOL DISTRICT 549C



AND

**OREGON SCHOOL EMPLOYEES ASSOCIATION
Medford Chapter 15**

**JACKSON COUNTY, OREGON
CONTRACT TERM, JULY 1, 2026 – JUNE 30, 2029**

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**Collective Bargaining Agreement
Between
Medford School District 549C
And
Oregon School Employees Association
Chapter No. 15**

THIS CONTRACT is made and entered into this 1st day of July, 202~~6~~² by and between OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER NO. 15, hereinafter referred to as the “ASSOCIATION” and SCHOOL DISTRICT 549C of JACKSON COUNTY, hereinafter referred to as “BOARD” or “DISTRICT.”

It is hereby agreed by and between the parties as follows:

ARTICLE 1 – GENERAL PROVISIONS

1.01 INTEGRATION AND ZIPPER

This Contract represents the sole and complete agreement reached between the District and the Association resulting from negotiations held pursuant to the provisions of ORS 243.650 et., seq. It shall not be modified in whole or in part except by another written instrument duly executed by the parties following provisions as outlined under Public Employee's Collective Bargaining Act (PECBA).

1.02 CONTRACT DURATION AND REOPENING OF NEGOTIATIONS

- a. This Contract shall be effective July 1, 202~~62~~, and shall remain in full force and effect to and including June 30, 202~~96~~.
- b. This Contract may be extended by mutual agreement of both parties at any time prior to June 30, 202~~96~~. For a successor agreement the parties agree to exchange initial proposals by February 1, 202~~96~~. In order to exchange initial proposals, the Association will request available financial data by October 15 annually and the District agrees to provide the Association with all available requested data by December 1, with the exception of the Comprehensive Annual Financial Report (CAFR).

1.03 FUNDING

- a. Notwithstanding any other language herein contained, this Agreement is further subject to and limited by any and all mandatory federal government and State of Oregon laws and regulations relating to wage increases and guidelines.
- b. In the event of a budget deficit from the prior year, legislative action, or initiative affecting any portion of this Agreement, the wage and related economic items agreed to herein shall not be reduced without negotiations between the Association and the District. A budget deficit shall be defined as the inability of the District to finance staffing and programs through the general fund operating budget at the previous year's level. The District or the Association shall give notice of its need to renegotiate the contract during the term of the agreement and the parties shall utilize the provisions of ORS 243.698, except that the period of negotiations shall be one-hundred-fifty (150) calendar days.

1.04 SEPARABILITY

In the event that any words or sections of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board (ERB), by statute or constitutional amendment, or by inability of the employer or the employees to perform to the terms of the agreement, then upon request by either party the invalid words or sections of the agreement shall be reopened for expedited negotiations. This provision is not intended to replace Section 1.03 and address issues of the District's ability to pay based on the level of revenues received.

ARTICLE 2 – DISTRICT AND ASSOCIATION RIGHTS AND DUTIES

2.01 MANAGEMENT RIGHTS

The District retains the sole right and authority to manage the District, and all terms and conditions of employment shall continue to be subject to the School Board's direction and control and not subject to grievance, except as specifically limited by the terms of this Agreement.

2.02 CONTRACTING OUT

The District shall retain the right to contract out services performed exclusively by bargaining unit members. Prior to doing so, however, the Superintendent or designee will notify the Association of district intent to consider contracting for services performed by bargaining unit members at least one-hundred-twenty (120) days prior to any formal action by the Board to enter into any contract for such services and afford association representatives the opportunity to confer with the Board during said period under the provisions of ORS 243.698 regarding the decision and the impact of the proposed contracting out except that the period of negotiations shall be one-hundred-fifty (150) days. An exception to the one-hundred-twenty (120) day notice may be granted in emergency situations where the District may need to supplement or subcontract additional support services, such as a critical shortage that would impact the District's ability to remain open in a manner that is safe for students and employees (i.e. lack of custodial staff to clean and sanitize facilities, etc.). In those cases, the District shall contact the Association President and alert them to the issue and give intent. The matter will be discussed at Labor Management and the subcontracted services will be mutually agreed upon by the Association and the District. There is no other obligation for the District to bargain either the decision or impact of such contracting out of services.

For the current contract, ending June 30, 202~~9~~⁶, the District agrees that it will not subcontract out any additional classified bargaining unit work that has not previously been subcontracted without mutual agreement. This language expires June 30, 202~~9~~⁶, and does not modify the status quo.

2.03 ASSOCIATION RECOGNITION

a. Exclusions

The District recognizes the Association as the exclusive bargaining representative for all classified employees (regardless of number of hours worked) excluding TSPC licensed teachers, temporary, substitute, administrators, and the following:

All supervisory and confidential employees identified by the parties at the time of the signing of this Agreement. At the time of execution of this Agreement, the following are acknowledged to be confidential or supervisory:

1. Administrative Assistant – Superintendent, Deputy Superintendent, Assistant Superintendent, Human Resources
2. Chief Information and Technology Officer
3. Controller, Finance
4. Executive Assistant to Superintendent and School Board, Deputy Superintendent, Assistant Superintendent, Human Resources
5. Human Resources Specialist I and II
6. Lead Human Resources Specialist
7. Manager, Human Resources
8. Manager, Infrastructure Support Services
9. Manager, Application Data Service
10. Manager, Infrastructure Administrator Supervisor
11. Manager, HelpDesk
12. Manager, Payroll
13. Senior Accounting Financial Analyst
14. Supervisors, Facilities

Additional exclusions may be affected by unit clarification proceedings.

b. Classified Employee

For the purpose of this Contract, the term “classified employee” shall include all employees represented by the Association in the bargaining unit.

At the end of each fiscal quarter (September 30, December 31, March 31, and June 30), the District shall provide the Association a quarterly report listing the following information for all classified employees:

1. Employee name
2. Date of hire
3. Job title
4. Work location
5. Daily hours worked
6. Step placement and salary index
7. Cellular, home and work telephone numbers
8. Any means of electronic communication, including work and personal electronic mail addresses
9. Home address or personal mailing address
10. Date of birth

c. Probationary Employee – Newly Hired

For the purpose of this Contract, a “probationary employee – newly hired” is one who is on probationary status for a minimum of the first six (6) months of employment. For less than twelve (12) month employees, the six (6) months shall not include the summer recess period. Based on the employee’s six (6) month evaluation, the probationary period may be extended up to an additional six (6) months. If the District extends a probationary period, the Association

President shall receive a notification with an explanation prior to the employees' six (6) month evaluation.

Probationary employees who transfer to a new position before the expiration of the initial probationary period shall receive a probationary transfer evaluation prior to the probationary employee's last day before transferring to the new position.

During their probationary period, employees shall be entitled to representation by the Association and shall be entitled to all the rights and benefits enumerated in this Agreement, with the exception of Article 8.04-Reduction in Force and Article 8.06-Performance Management. Probationary employees shall also be eligible for membership in the Association.

Within ten (10) calendar days of hire, the District shall provide the Association the following information for all newly hired employees:

1. Employee name
2. Date of hire
3. Job title
4. Work location
5. Daily hours worked
6. Step placement and salary index
7. Cellular, home and work telephone numbers
8. Any means of electronic communication, including work and personal electronic mail addresses
9. Home address or personal mailing address
10. Date of birth

d. Substitutes

For the purpose of this Contract, a "substitute employee" is one hired for the purpose of filling the position of an absent employee or a posted vacancy. When possible, substitute positions will be filled with current in-house employees.

e. Temporary Employees

For the purpose of this Contract, a "temporary employee" is one who is hired for a specific period of time not to exceed one-hundred-twenty (120) working days within a twelve (12) month period commencing with the first day worked between July 1 through June 30 each year. After one-hundred-twenty (120) working days, the employee will become a probationary member of the bargaining unit. This category shall exclude seasonal employees hired only for summer work. This one-hundred-twenty (120) working days shall not apply to laid off employees who may be working a temporary assignment during the period they remain on the call-back list. If it is determined by the District that this specific position is needed beyond the one-hundred-twenty (120) working days, Labor Management will review and agree whether the temporary position will be extended, posted permanently or eliminated.

1. Special projects, bond and grant positions are specifically excluded from the provision 2.03(e) and are always temporary. Special projects and grant-funded positions exceeding one-hundred-twenty (120) working days shall be brought to, reviewed, and agreed upon by the Labor Management Committee.
2. The District will provide the Association, upon request, a quarterly report listing all temporary employees, the location, the position held, funding source, employment date, and the total number of hours worked by each employee, and the reason for the temporary positions.
3. Consideration will be given to bargaining unit employees who wish to apply for temporary positions. Bargaining unit employees who are selected to fill temporary positions at a higher FTE will keep their current benefits, longevity and leave accruals intact. Leaves taken will be charged at the hourly rate of the temporary position. Any eligible longevity pay will continue during the duration of the temporary position. Bargaining unit members who apply for a temporary position that is less FTE than their current position will have their insurance benefits adjusted to the lower amount to match the temporary FTE.
4. The bargaining unit employee will be placed at the posted pay level of the temporary position and the vacated position created by the transfer will be posted as a temporary position.
5. At the end of the one-hundred-twenty (120) working days, or at the time the original temporary position is deemed no longer needed, whichever comes first, the bargaining unit employee will return to the employee's previous position.
6. If the temporary position becomes a permanent position, the bargaining unit employee will return to the employee's previous position, and the newly created permanent position will be posted and open for application by all bargaining unit members.

f. Student Worker

For the purpose of this Contract, a student worker is a current or previous Medford high school student and meets one (1) of the following criteria:

1. Currently enrolled in high school.
2. Summer following high school graduation.
3. A student who has dual enrollment in high school and college.

It is understood student workers shall not displace bargaining unit employees or be hired in lieu of a bargaining unit employee.

g. Recess Period Employment of Classified Employees

The District agrees to first consider classified employees who are the most qualified for regular district recess period positions based on the criteria for the positions and the qualifications of the applicants. Employees hired for positions that are the same as their permanent position will be paid at their current rate. The District may screen candidates to a reasonable number to interview.

Regular bargaining unit members employed during the school year who are hired as temporary recess period help will remain as bargaining unit members during the period of recess employment. Only the following provisions of this Agreement apply to their temporary recess period employment:

1. Applicable Provisions
 - a) Article 1 – General Provisions
 - b) Article 2.01 – Management Rights
 - c) Article 2.02 – Contracting Out
 - d) Article 2.03 – Association Recognition
 - e) Article 2.07 – Association Access to Facilities and Members
 - f) Article 2.08 – Dues Check-Off and Association Security
 - g) Article 2.09 – Strike/Work Action
 - h) Article 3 – Grievance Procedure
 - i) Article 5 – Employee Insurance
 - j) Article 8.01 – Job Opening Notifications
 - k) Article 8.02 – Vacancies
 - l) Article 8.05 – Personnel Records
 - m) Article 8.06 – Performance Management
2. Not Applicable
 - a) Article 2.04 – Release Time for Negotiations
 - b) Article 2.05 – Association Leave
 - c) Article 2.06 – Association Use of Facilities and School Equipment
 - d) Article 4 – Employee Compensation and Benefits
 - e) Article 6 – District Retirement Benefit
 - f) Article 7 – Holidays, Vacations, and Leaves*
 - g) Article 8.03 – Involuntary Transfers
 - h) Article 8.04 – Reduction in Force
 - i) Article 8.07 – Evaluation
 - j) Article 9.01 – Position Review Committee

*Current district employees assigned to a recess assignment may utilize up to forty (40) hours of accrued sick leave when working in a recess period assignment.

2.04 RELEASE TIME FOR NEGOTIATIONS

Members of the OSEA negotiating team will be released from school duties, if necessary, to attend bargaining sessions scheduled by the parties without loss of pay. Such sessions will be scheduled so as not to interfere with normal schedules where possible. Negotiation costs will be determined prior to the start of bargaining.

2.05 ASSOCIATION LEAVE

- a. Leave will be granted to work on association business or to attend any conferences or conventions of state and national affiliated organizations. Representatives will not be entitled to district reimbursement for travel, meals, or lodging during such leave. Notice of the dates of attendance, together with the names of representatives will be provided to the District two (2) working days in advance of the need.
- b. Employees ~~designated by the OSEA Chapter Executive Board who are OSEA members in good standing~~ may be allowed time off without loss of pay or benefits under the OSEA Time Release Program ~~or Chapter 15 Time Release~~ to assist in association business.
 1. The District will continue to pay the employee, and the Association will reimburse the District for actual employee costs to release the employee participating in the program. Actual costs include wage and related payroll costs. Employees participating in the OSEA Time Release Program ~~or Chapter 15 Time Release~~ are not entitled to district reimbursement for travel, meals, or lodging.
 2. Employees taking part in ~~either this~~ program shall submit their request ~~by a process determined and agreed upon by the District and the Association through the District's timekeeping system~~ at least two (2) working days in advance.
 3. ~~Release of the employee is contingent upon mutual agreement between OSEA and the District.~~
 4. Total time used under this program shall not exceed ~~four hundred eighty~~ ~~forty-five~~ (4805) working ~~hours days~~ per year, ~~with no more than ten~~ ~~(10) working days per employee participating, with possible exceptions~~ ~~will be~~ considered, and ~~as~~ mutually agreed upon by ~~the Association~~ ~~OSEA~~ and the District.
- c. Association members may be excused from their work schedule by the Superintendent or designee to attend association meetings, as long as student programs are adequately staffed by a substitute or the bargaining unit member returns and completes the employee's shift.
- d. An employee serving in state or national level positions within the Association or its affiliates who requires release time from the employee's regular duties in the District will enter into a written agreement with the District which shall include:

1. The manner in which the representative shall request authorization for release time.
2. The length of release time.
3. The terms of reimbursement for the period of release time.

The State Association will reimburse the District for the cost of compensation and benefits the representative receives from the District during the period of release time.

2.06 ASSOCIATION USE OF SCHOOL FACILITIES AND EQUIPMENT

- a. Pursuant to Board Policy, the Association shall be allowed use of such office equipment, including email, computers, and courier services/intra-district mail, as needed to provide duplicating and information to the employees provided:
 1. Equipment is available and not in use by the District.
 2. Equipment is not removed from the buildings.
 3. There is no delay in district business.
 4. Association reimburses the District for any cost attributable to their use of supplies, materials, or facilities. Charges for facilities and equipment will depend upon the type of usage as determined by the Superintendent or designee.

If either party has a concern that the use and/or reimbursement is not in compliance with the School Board Policy it will be addressed in the Labor Management Committee. ~~Failure to comply with Board policy shall result in the suspension of the privilege for at least six (6) months. After the six (6) month suspension, the Association may petition the District to reinstate privileges.~~

- b. The Association shall be allowed the use of the facilities of the District, excluding rent, for meetings when such facilities are available, and the meetings would not conflict with business of the District, if the Association abides by all limitations regarding heat and electrical power use.
- c. The District will designate an unobstructed bulletin board, **no smaller than four feet by four feet (4' x 4')**, in any facility where employees of the bargaining unit are working for the posting of Association notices. **The designated area may consist of a clearly identified four feet by four feet (4' x 4') portion of a larger shared bulletin board. In larger worksites with multiple break rooms or work areas, multiple bulletin boards may be designated as necessary to ensure reasonable accessibility for all classified staff.**

2.07 ASSOCIATION ACCESS TO FACILITIES AND MEMBERS

The Association will provide the District with a list of authorized representatives (Executive Board, OSEA Representatives, Work Site Organizers, and Stewards) who will be allowed to visit the work areas of employees during work hours to discuss grievances, complaints, and other workplace related matters. Visitations shall take place before or after work hours or during employees' duty free lunch or break periods, when possible. Every effort will be made to minimize disruptions to students and the employee's workday. Reasonable notification of such visitations shall be provided to the site supervisor. Sign-in procedures will be adhered to at each site. The Human Resources Office will be notified of all significant issues. For matters of discipline, see Article 8.06. For matters of grievance, see Article 3.

Within thirty (30) calendar days of hire, designated association representatives shall have the right to meet with new employees in the bargaining unit for a minimum of thirty (30) minutes at the new employee orientation provided by the District.

For the duration of this Agreement, at each monthly Labor Management Meeting, the Labor Management Committee will monitor the implementation of HB 2016 to determine if other adjustments are needed.

2.08 DUES CHECKOFF AND ASSOCIATION SECURITY

The District agrees to deduct from the wages of each employee the payment of dues to the Association. Authorization shall be in writing by each employee on the form provided by the Association. The District further agrees to continue to honor authorization for dues deduction executed by the employee in favor of the Association. The District agrees to transmit the dues deducted to the state office of the Oregon School Employees Association within forty-five (45) days of receiving the invoice.

2.09 STRIKE/WORK ACTION

- a. The Association and its members will not initiate, cause, participate in, or join in any strike, work stoppage, withholding of services, slowdown, picketing, and recognition of a picket line or any other restriction of work during work time during the term of this Agreement.
- b. The Association and its members shall not be prohibited from showing union solidarity by picketing on behalf of another employee group when not on district work time, or from displaying items on their person or on bulletin boards designated for union use that are not derogatory to the District. Such displays shall not disrupt district operations, nor shall students and/or parents be enlisted to participate in such activities. If such displays disrupt District operations, or students and/or parents are enlisted to participate in such activities, the Association shall attempt to end the disruption and the enlistment of students' and/or parents' participation in such activities.

- c. There will be no lockout of employees in the bargaining unit by the District during the period of this Agreement.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.01 DEFINITIONS:

- a. **Grievance:** A grievance means a dispute over the meaning, interpretation, or implementation of a provision of this Agreement between any bargaining unit member or the Association and the District.
- b. **Grievant:** A grievance may be filed by an individual employee, by the Association on behalf of a group of employees, or by the Association on its own behalf.
- c. **Workdays:** As used in the grievance procedure, “workdays” shall be defined as days the District Office is open for business.
- d. **Party in Interest:** Person or persons bringing the grievance or the person or persons against whom the grievance is filed.
- e. **Representative:** One who advises either party in interest.
- f. **Immediate Supervisor:** One who has direct administrative or supervisory responsibilities over the grievant.
- g. **Binding Arbitration:** A decision by an arbitrator(s) which requires compliance by both parties in interest.
- h. **Persons Officially Involved:** The Superintendent, the Superintendent’s representative and/or consultant, the Chief Human Resources Officer and/or their designee, the grievant, the grievant’s representative, consultant (if applicable), and all witnesses.
- i. **Association:** Organization representing the classified employee(s) as defined in Article 2.03 – Association Recognition.

3.02 PROBLEM SOLVING

When problems arise, an attempt may be made by the employee to settle them informally with the employee’s immediate supervisor. A problem which cannot be resolved informally will be processed as a grievance.

3.03 GROUP OR CLASS GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of members, the Association shall bring the matter forward to the Chief Human Resources Officer or their designee to see if the matter can be resolved informally. After ten (10) working days if the matter still remains unresolved, the grievance procedure shall commence at Level Two as indicated in 3.04.b below.

3.04 GRIEVANCE PROCESS

a. Level One – Informal Grievance

Within twenty (20) workdays after the occurrence of the cause for the grievance, the employee involved (grievant) will reduce the grievance to writing stating reasons therefore and the relief requested and will present it to the grievant's supervisor, provided, however, that if the grievant did not become aware of the occurrence until a later date, then the grievant must initiate action within twenty (20) workdays when the grievant should have known of the actions giving rise to the grievance. Within ten (10) workdays after the grievance is submitted to the supervisor, the supervisor will discuss the grievance with the grievant and attempt to resolve it. The grievant shall be accompanied at such meeting by a job steward or field representative of the association. Within ten (10) workdays after this meeting, the supervisor will state the supervisor's decision in writing and provide a copy to the grievant.

b. Level Two – Formal Grievance

If the grievant is not satisfied with the informal disposition of the grievance, or if disposition is not made, the grievant may file a written grievance with Human Resources, sent to the attention of the Chief Human Resources Officer, within ten (10) workdays following receipt of the Level One disposition. The written grievance shall contain a clear and concise statement of the grievance, the informal disposition thereof, and the reasons why the grievant considers the informal disposition unacceptable. Within ten (10) workdays of receipt of the written grievance, the Chief Human Resources Officer or designee shall communicate the Level Two decision in writing to the grievant.

c. Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if disposition is not made, the grievant may appeal the grievance to the Superintendent, or the Superintendent's designated representative, within ten (10) workdays following receipt of the Level Two disposition. The Superintendent, or the Superintendent's designated representative, must schedule a meeting on the appeal within ten (10) workdays after receiving it. The Superintendent or the Superintendent's representative must provide the parties in interest written notice of the time and place at least five (5) workdays prior to the meeting. Attendance at the meeting shall be limited to persons officially involved, parties in interest, and job steward or OSEA Field Representative. Within ten (10) workdays of the hearing, the Superintendent or the Superintendent's representative shall communicate to the parties in interest a written decision.

d. Level Four

If the grievant is not satisfied with the disposition of the grievance at Level Three, or if disposition is not made in the timeline noted in Level Three (c) above, the Association may appeal the decision to arbitration by giving written notification within ten (10) workdays following receipt of the Level Three disposition. Within ten (10) workdays after the written notice of submission to arbitration, the Superintendent or designee and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, then the Association shall obtain a list of seven (7) arbitrators from the Oregon Employment Relations Board. The parties shall flip a coin to determine which party strikes first, and then those names shall be alternately stricken until an arbitrator is chosen. The parties shall arrange for arbitration of the case at a mutually agreeable time and place. The parties will be bound by the rules of the American Arbitration Association for the conduct of the hearing. The arbitrator's decision shall be final and binding as long as it does not alter the terms of this Agreement. The cost of service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the District and the Association. The party incurring same shall pay any other expenses incurred.

3.05 GENERAL PROCEDURES

- a. These procedures should be processed as rapidly as practicable; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
- b. All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- c. The Association has the authority to represent the grievance at all levels of the grievance procedure. Upon request by the Association, the District shall within the guidelines established by state law, give access to and/or provide copies of all readily available information necessary to process the grievance. The Association will reimburse the District for costs associated with collection and reproduction of the requested information.
- d. All parties in interest have a right to an association representative of their own choosing at each level of these grievance procedures. In the matter of a group grievance or class of members filing a grievance, one (1) representative will be chosen by the Association to represent the group or class.
- e. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the

decision rendered at that level. Failure by the District at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall advance the grievance to the next level.

- f. All documents, communications and records of a grievance will be filed in the District Office separately from the personnel files.
- g. Grievance representative's names shall be given to the District by the Association.
- h. Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties involved. 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.
- i. If the grievant chooses to pursue the grievant's claim through the court system, the Employment Relations Board or other outside agency, the grievance procedure shall cease and any decision rendered under the grievance procedure will become null and void.
- j. Written grievances shall be submitted via email to the Chief Human Resources Officer so that they may be timestamped for tracking purposes and timelines. In the event that a grievance is submitted in a manner other than email, the grievance will be stamped upon receipt by Human Resources and an official from HR will send an email to the OSEA President indicating the date of receipt.

ARTICLE 4 – EMPLOYEE COMPENSATION AND BENEFITS

4.01 WAGES

- a. Effective July 1, 202~~62~~²³, the District will increase the base wage schedule by ~~eight~~ ^{three} percent (8~~3~~³). ~~Each classification range will receive an additional step at the top of the range to a total of 13 steps per range.~~
- Effective July 1, 202~~73~~²³, the District will increase the base wage schedule by two percent (2%).
- Effective July 1, 202~~84~~²⁴, the District will increase the base wage schedule by two percent (2%).
- ~~Effective July 1, 2025, the District will increase the base wage schedule by two and one half percent (2.5%).~~
- b. Employees ~~who begin working with the District on or after July 1, 2017 shall be paid based on actual time worked during the pay period recorded in the electronic timekeeping system. This may be referenced as “paid based on punches.” Employees will be paid on a bi-weekly basis. All employees hired prior to July 1, 2017, will be grandfathered into the current timekeeping system, but may volunteer to be paid based on time actually worked.~~
- ~~c. Employees who began working with the District on July 1, 2017, or after, will be paid on a bi-weekly basis. All employees hired prior to July 1, 2017 will be grandfathered into the current payroll process, but may volunteer to move to bi-weekly payroll.~~
- d. Special Education Assistants assigned to FOCUS, Transitions or MAPS classrooms will be assigned as a Special Education Assistant II.
- e. ~~Special Education Assistants assigned to Medford Online Academy (MOA) classrooms will be assigned to the job classification Special Education Assistant I regardless of the Special Education population they serve.~~
- f. Bi-lingual employees who receive a passing score on an MSD approved bi-lingual exam shall be paid an additional ~~thirty~~ ^{twenty} five cents (\$0.~~35~~²⁵) per hour on their assigned step on the wage schedule ~~to facilitate real-time, spoken communication.~~ This wage differential shall not apply to employees who receive the wage adjustment as an interpreter.
- g. ~~During Summer and Winter Breaks, classified employees shall receive either a differential of one dollar and twenty-five cents (\$1.25) per hour, added to their base hourly rate, or a flat rate of twenty dollars (\$20.00) per hour, whichever is greater. Summer Break is defined as the period beginning the day after the last~~

day of the regular school year and continuing through the last scheduled workday prior to the first day of school. Winter Break is defined as the period beginning the first scheduled workday of Winter Break and continuing through the last scheduled workday prior to the resumption of school. ~~For 2022-2024 Custodians, and Groundskeepers, and all classified staff working, will either receive a summer differential of one dollar and twenty-five cents (\$1.25) per hour added to their base hourly rate or make a flat rate of twenty dollars (\$20.00) per hour (whichever is more) starting the day after last day of school until the last day of July. During all school break periods where classified staff work.~~

- h. ~~Temporary Summer Maintenance Positions will be paid the wage equivalent to custodian I classification. temporary Summer Maintenance Positions will be paid a flat rate of twenty dollars (\$20.00) per hour for 2022-2024 years.~~
- i. The District shall provide the classified employees a one-time stipend in the amount of two hundred and fifty dollars (\$250.00) upon ratification of this Agreement. The payment will be made to current employees (employed as of June 1st) no later than June 30th
- j. ~~In year one of this Agreement.~~
 - ~~a. Employees who are employed as of September 1, 2022 and remain employed through December 31, 2022 will receive a five hundred dollar (\$500) stipend paid in January 2023.~~
 - ~~b. Employees hired after September 1, 2022, but before October 31, 2022 and remain employed through December 31, 2022 will receive a three hundred and seventy-five dollar (\$375) stipend paid in January 2023.~~
- k. The District may recover any overpayment of compensation by way of a mutually agreed upon repayment plan with the employee. In accordance with SB 968:
 - a. A written statement itemizing the overpayment amounts and purpose of deductions is provided to the employee.
 - b. The employee is provided with at least a ten-day (10) notice before making any deduction.
 - c. No deduction amount may exceed five percent (5%) of the public employee's gross pay for each pay period, unless the employee requests/authorizes a greater percentage to be deducted.
 - d. Provides a statement informing the employee that, if said employee is terminated or separates from employment, the employer can recoup the balance owed from the employee's final paycheck.

Repayment shall be completed in full not more than twelve (12) months from the date of discovery of overpayment. The District will have a ninety (90) day time limit for discovery of the overpayment.

If you have notified Human Resources that you have been underpaid and there is no dispute, you will be paid the undisputed underpaid wages regardless of the cause of underpayment. When the underpayment represents less than five percent (5%) of your gross wages, the amount may be paid on the next regular payday. If the underpayment represents more than five percent (5%) of your gross wages, the amount must be paid within three (3) business days.

4.02 STEP INCREMENT

- a. Beginning July 1, 2022 all probationary “newly hired” classified employees shall initially be placed at the step ~~determined by the Salary Step Placement Rubric (see APPENDIX #tba) that reflects years of experience in their job classification as follows:~~

Experience	Step Placement
0 - 1 year	1
1+ - 4 years	2
4+ - 7 years	3
7+ - 10 years	4
10+ years	5

The step placement effective July 1, 2026~~2~~ shall not apply retroactively to existing employees. Placement will be calculated for newly hired employees or existing employees hired into new classifications as listed below.

Existing employees who are hired into a new job classification shall be placed at a step based on their years of applicable experience for the new job classification, or in accordance with the provisions of Section 8.2(c), whichever is greater. The District retains full discretion to determine the applicable experience for step placement.

- b. All probationary “newly hired” classified employees shall, on satisfactory completion of their probationary period, be granted a step increment on the wage schedule.
- c. Non-probationary employees will be granted one (1) step increment on the wage schedule on July 1 of each contract year.

4.03 PERS PICKUP

- a. During the term of the Agreement, the District will participate in the public employee retirement plans established in ORS Chapter 238 and ORS 238A that are; (1) in effect as of the execution date of this Agreement; and (2) as applicable to employees covered by this Agreement. Any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule will apply to employees covered by those plans.

- b. The District does not agree to provide employees any particular level or type of retirement benefit, but only to participate in the Public Employee Retirement Plans (PERS) and make contributions as required by law.
- c. Employees will contribute six percent (6%) of their wage as defined by ORS Chapter 238 and/or 238A (HB 2020) to the public employee retirement plan for the duration of this Agreement.
- d. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purpose of calculating final average wage for PERS retirement benefits.

4.04 LONGEVITY COMPENSATION

- a. ~~Non-accumulating~~ Longevity compensation shall be ~~added to the salary for long-term employees of the District granted according to the schedule in the amounts shown below.~~ The first level will begin with nine (9) years of continuous service with the District. Employees who leave district employment due to a reduction in force and are rehired within twenty-four (24) months will receive the same longevity rate as at separation from the District. No credit will accrue during separation from the District.

9 to 12 years	1%
13 years	2%
14 years	3%
15 years	4%
16 years	5%
17 years	6%
18 years	7%
19 years	8%
20 years	9%
21 years	10%
22 years	11%
23 years	12%
24 years	13%
25 years	14%
26 years	15%
27 years	16%

28 years	17%
29 years	18%
30 years	19%

~~Continuous Years of Service with District 549C as Bargaining Unit Member
Longevity Pay:~~

~~Beginning with 9 years~~	~~\$.42 per hour~~
~~Beginning with 14 years~~	~~\$.83 per hour~~
~~Beginning with 18 years~~	~~\$ 1.24 per hour~~
~~Beginning with 22 years~~	~~\$ 1.72 per hour~~
~~Beginning with 26 years~~	~~\$ 2.09 per hour~~

- b. Time spent on approved leaves or on recall prior to expiration of recall rights does not constitute an interruption of employment for the purposes of calculating longevity payments.

4.05 WORKWEEK

- a. The workweek for pay purposes shall commence on 12:01 a.m. Saturday and conclude on the following Friday at midnight. The normal workweek within that period will consist of five (5) consecutive days. It is understood, however, that the consecutive aspect may be altered in the event of emergency conditions.
- b. The District may provide employees with the opportunity to work four (4) consecutive ten (10) hour days. Such positions shall be agreed upon by the District and the Association. If the Superintendent determines that it is not working satisfactorily, the schedule may be modified or terminated. If the Superintendent determines the schedule be deemed successful, the four (4) consecutive ten (10) hour day workweek may be utilized until terminated.
- c. Should the District determine a permanent change in work schedule is needed, the appropriate management personnel shall bring management's proposal to the Labor Management Committee for discussion. After the Labor Management Committee has reviewed the proposal and the permanent change is to be implemented, employees shall be given a minimum of thirty (30) calendar days' notice prior to implementation of the schedule change. However, if the employee voluntarily wishes to begin the new schedule sooner than thirty (30) calendar days, the employee may elect to do so.

Should an immediate need for a permanent schedule change be identified by the District to address an unanticipated student contact issue, the thirty (30) calendar days' notice may be waived. Should the District require a waiver, the Chapter President shall be contacted. A waiver of the thirty (30) calendar days' notice for any other reason requires mutual agreement of the parties. For the purpose of

this Article, “immediate need” shall include unanticipated student and/or staffing needs.

- d. In the event the District determines a temporary change in work shift (starting/ending times) of one (1) hour or more is needed, employees shall be given a minimum of two (2) weeks’ notice prior to implementation of the shift change. However, if the employee voluntarily wishes to begin the new schedule sooner than two (2) weeks, the employee may elect to do so.

Should an immediate need for a temporary schedule change be identified by the District to address an unanticipated student contact issue, the two (2) weeks’ notice shall be waived. A waiver of the two (2) weeks’ notice for any other reason requires mutual agreement of the parties. For the purposes of this Article, “temporary” shall be defined as no more than thirty (30) calendar days. In addition, for the purpose of this Article, “immediate need” shall include unanticipated student and/or staffing needs, or operational deadlines.

4.06 OVERTIME, COMPENSATORY TIME, FLEX TIME

DEFINITIONS:

- a. Flex Time: Flex time hours are hours that an employee works that changes the normal work schedule. The number of hours an employee may work including flex hours may not exceed forty (40) hours in a workweek. Flex time must be resolved in the same forty (40) hour workweek.
- b. Compensatory Time: Compensatory time is time an employee works in excess of forty (40) hours in a workweek that will accrue at a rate of time and one-half (1½) (double time for holidays). Double time is defined as twice the regular hourly rate.
- c. Overtime: Overtime is time an employee works in excess of 8 hours in a day or forty (40) hours in the workweek that is recorded in the District timekeeping system and paid at a rate of time and one-half (1½) (double time for holidays) in the form of pay. An exception applies to employees scheduled to work four (4) days per week with ten (10) hours per day. Overtime is applicable only for hours worked in excess of ten hours in a single day or forty (40) hours within the workweek. Double (2) time is defined as twice the regular hourly pay rate. For the purpose of computing overtime, paid holidays and bereavement leave and sick leave shall be credited as time worked.

PROCEDURES:

- a. Employees may request, or a principal or supervisor may offer, flex time, compensatory time, or overtime hours. Such time must be approved in advance by the principal or supervisor. Employees shall have the right to refuse any offer

of compensatory time or overtime, except in cases of emergency (student/staff safety and district operations) with no retribution. Employees who have earned compensatory time will work with their supervisor to determine the best time to use accrued comp hours, that will have the least impact on student learning or school operations. Disagreements regarding the use of accrued compensatory time shall not be grievable.

- b. Paid holidays and bereavement leave and sick leave shall be credited as time worked for the purpose of computing overtime. Other paid leave shall not be credited as time worked for the purpose of computing overtime.
- c. In no event shall compensatory or overtime accrual be received twice for the same hours.
- d. Earned compensatory time must be used by the end of the fiscal year or shall be paid out at the end of the fiscal year.
- e. All compensatory time shall be managed through the District's timekeeping system.

4.07 ON-CALL

- a. Designated employees will rotate one (1) week each to be available for district emergency calls. During this one (1) week on-call period, the employee agrees to abide by all district rules and policies including, but not limited to, district work rules.
- b. When an employee is called back on other than a regularly scheduled workday, the employee will be guaranteed two (2) hours of pay at the overtime rate.
- c. The one (1) week on-call period will begin at 8:00 a.m. Tuesday and will end on the following Tuesday at 7:59 a.m.
- d. The employee must respond to phone calls immediately. If required, the employee will report to the designated site within thirty (30) minutes (within sixty [60] minutes for Ruch School, weather dependent).
- e. The weekly stipend of one hundred and fifty dollars (\$~~24~~50) shall be paid through the District's timekeeping system.
- f. If called for an emergency, in addition to the stipend, the employee shall receive a minimum of two (2) hours' pay at the overtime rate.

4.08 CALLBACK

- a. When an employee is called back after a regularly scheduled work shift two (2) hours of overtime pay will be guaranteed. Additional overtime compensation will not begin, however, until after the employee has worked two (2) hours on the callback.
- b. When an employee is called back on other than a regularly scheduled workday, the employee will be guaranteed two (2) hours of pay at the overtime rate.
- c. An employee's inability to return to work pursuant to a callback will not be subject to discipline if reporting to duty would subject the employees to any violation of district work rules.

4.09 OUT-OF-CLASSIFICATION WORK

Employees required by the District to perform all or ~~more than half~~ ~~substantially all~~ of the duties of a higher classification for five (5) days within thirty (30) calendar days will be compensated at the rate of compensation provided in the higher classification, at their corresponding step, for the amount of time spent doing out of classification work. ~~The~~ District shall not rotate personnel for the sole purpose of avoiding out of classification pay.

4.10 HAZARDOUS DUTIES AND SAFETY EQUIPMENT

- a. The District agrees to abide by laws and regulations designed to ensure the place of employment is safe.
- b. Any employee who is required to work in any hazardous situation shall receive proper training for such duties and/or situations. Training shall be paid for by the District, and if necessary, the employee will be compensated if such training extends beyond the employee's regular work schedule.
- c. The District shall provide any and all safety equipment which would be required by the District, state, local, and federal laws, rules and regulations, for the protection of the employee or employees who are required to perform any hazardous duties and/or situations. The District and association will work jointly through the Labor Management Committee to develop and implement safety training in regard to bomb threats and other potential emergencies.
- d. If no safety equipment is available, and/or the employee(s) have not received proper training, that employee shall not be required to perform any hazardous duties.
- e. **Supervision and Training in Special Education Settings:**

- a. Supervision: Non-CPI certified classified employees shall not be left alone in any Special Education (SpEd) classroom with students without the direct supervision of a licensed SpEd teacher or a CPI-certified administrator.
- b. Mandatory Training: To ensure a safe school culture, the District shall provide paid CPI training (or an equivalent nonviolent crisis intervention program) annually to all affected classified staff.
- c. Right to Refuse: Consistent with the existing language in this subsection, if an employee has not received the proper training or is placed in an unsupervised situation in violation of this section, that employee "shall not be required to perform any hazardous duties"
- f. Hazardous duties shall include but are not limited to the following: cleaning up bodily fluids, blood borne pathogens, asbestos abatement or inspection, or working around any substance or condition deemed a hazard as agreed upon by the District and the Association.
- g. Supervisors will follow established procedures to deal with safety concerns.
- h. No bargaining unit employee shall be required to work around or search for bombs.
- i. In the event any bargaining unit employee suffers an injury ~~and/or significant emotional duress~~ due to ~~an~~ attack, assault, overt physical act of violence, ~~verbal assault, abuse, aggression,~~ or inappropriate physical contact by a student of the District, the employee, ~~administrator and~~ ~~and the~~ building principal will meet to discuss possible strategies and solutions.
- j. Following a significant incident described in (j.) above, the following Safety Enhancements will be followed:
 - a. Post-incident safety planning meeting prior to re-engagement with the student involved.
 - b. Paid recuperation day following significant incident.
- k. HVAC Operation and Facilities Work Effectiveness:

The District shall ensure that heating, ventilation, and air conditioning (HVAC) systems are operating in all areas where classified employees are working during break periods, including but not limited to winter, spring, and summer breaks. Adequate temperature control and air circulation are essential to protect the health and safety of classified staff and to support effective work performance, including proper materials performance, and the overall quality of cleaning and maintenance projects.

 - 1) Recognition of Hazard: Consistent with the District's obligation in Section 4.10(a) to ensure a safe workplace, the District acknowledges that excessive indoor heat and inadequate ventilation constitute recognized hazards.

- 2) HVAC Engineering Control: HVAC operation is a required engineering control. Systems shall not be placed in "setback" or "energy-save" mode during any hours when classified staff are assigned to the building.
- 3) Maintenance Operations: During high-moisture or chemical-heavy tasks (e.g., carpet cleaning, floor stripping/waxing), HVAC systems must be adjusted to maximize ventilation and air exchange.
- 4) Remedy for Inadequate Climate Control: In the event the District is unable to provide adequate climate control due to HVAC failure, mechanical breakdown, or other operational limitations, affected employees shall not be required to perform hazardous duties in that area, consistent with the safety protections in Section 4.10(d). In such instances, the District shall either reassign the affected employees to a safe, climate-controlled environment or release them from duty for the remainder of their shift without loss of pay.

4.11 EXTRA DUTY [No Proposal yet for entire 4.11, Association requires more information]

- 1) Extra Compensation Assignments – The parties agree that the following conditions will be applied to the hiring and paying of classified employees who work in extra compensation coaching or other extra compensation assignments that are considered routine in nature, as defined by the Fair Labor Standards Act.
 1. The hourly rate of pay will be established for classified extra compensation based on the current Oregon Minimum Wage. In no case will classified employees be paid less total wages than other employees for these same duties provided that the employees complete the duration of the extra compensation assignment.
 2. The number of hours the classified employee may spend on the extra compensation assignment will be determined by dividing the total wage from the MEA Extra Compensation Schedule by the Oregon Minimum Wage. The employee will only work the number of hours stipulated through this process.
 3. Coaching and other extra compensation assignments are routine in nature and are, therefore, subject to overtime which is defined as work in excess of forty (40) hours in any designated work week, including holiday time.
 4. Employees who need to leave work early due to an in district coaching assignment have the following options for hours missed in their regular work assignment
 - a) Employees may work with their direct supervisor to flex their hours for the week. Flexing is an option provided that the employee is able

to complete their full job responsibilities when flexing their hours, as determined by the supervisor/administrator and must be resolved in the same forty (40) hour workweek.

- b) Should the employee not be able to use the flex time option, employees have the option of using personal leave, compensatory leave, vacation or unpaid leave time.

4.12 UNFORSEEN SCHOOL CLOSURE, DELAYS, EARLY DISMISSAL

For unforeseen school closures, delays or early dismissals due to inclement weather, hazardous road conditions, or other extreme emergency conditions the procedures and provisions below apply. However, the Superintendent or the Superintendent's designee reserves the right to call in or retain individuals as deemed necessary for the District's operational needs subject to the employee's ability to safely report to work. Pre-approved leaves cannot be changed and will be charged as originally planned. Within sixty (60) days of a school closure, the Superintendent or the Superintendent's designee shall notify staff whether such day(s) shall be made up and when.

Designation of Necessary Staff: By October 1st of each school year, the District shall designate, by work site, those individuals deemed necessary for the District's operational needs during a school closure. Affected employees shall be notified of this designation via email and, once notified, shall be expected to report to work during school closures, subject to the employee's ability to safely report.

School Closures:

- A. In the event schools or the District is closed short term (short term is defined as no more than two (2) days per school year), all employees will be paid for the day. Employees who must report for work, per their supervisors (some office staff, all twelve (12) month employees with few exceptions), will be compensated at the overtime rate of pay for those hours.
 - 1) Maintenance and Facilities staff involved in snow/ice removal who report to work will receive two-times their regular rate of pay for all hours worked during school closures as well as weather related delays/dismissals at two times their regular rate of pay rate of pay and are not subject to the short term language above. In instances of school delays, maintenance and facilities staff will receive two-times their regular rate of pay until the time at which school begins (example: Custodian begins work at 5 am, and school begins two hours later at 10 am. The custodian is shoveling and putting down salt on the walkways. The custodian will receive the double-time rate of pay from 5 am-10 am) If maintenance and facilities staff are performing their regular work and it is not related to snow/ice removal for preparation of opening schools, they will receive overtime as stipulated in the first sentence of Article 4.12a.
- b. If schools are closed longer term (three (3) or more days per school year) starting on day three (3):

1. Options for Employees Not Required to Report or Unable to Report: Employees who are not required to report to work or are unable to report to work have the following options:
 - a) Make up time: Employees may make up the lost time at a date and time mutually agreed upon by the supervisor and the employee. This time may be compensated within a single workday (e.g., working during an in-service day or other non-holiday, non-school day). Alternatively, time may be made up in increments of no less than one (1) hour per day by working additional time over a series of days until the total lost time has been compensated. ~~that is to be mutually agreed upon between supervisor and employee.~~
 - b) Paid Leave: Employees may use ~~Take~~ available unused personal leave, vacation leave, ~~or compensatory time, or critical and catastrophic leave.~~
 - c) Unpaid Leave: Employees may elect to take the time as unpaid leave (Dock in pay).
 - d) Site Reporting or Remote Work: For employees who are not deemed necessary but are able to safely report to work, or for those who can perform their duties remotely, they may, by arrangement and with the prior approval of their supervisor, report to their assigned work site or work from home in lieu of utilizing the options in (a), (b), or (c) above. Employees wishing to utilize this option must notify their supervisor of their desire to do so prior to a school closure event to obtain the necessary pre-authorization.

Compensation for Required Staff: Employees who are deemed necessary and are required to report for work per their supervisors will be compensated at their ~~overtime~~ normal rate of pay.

2. If a closure day is to be made up at the end of the school year, less than twelve (12) month employees will work the extended day(s).
3. For school closure decisions that are made after an employee has already reported to work, the employee will be paid for time worked for a minimum of two (2) hours.
4. For the remainder of their work shift, the employee will be subject to the options listed in **a. School Closures 1a-1c** above.

c. School Delays:

1. When the opening of school is delayed, employees will report later as designated by the district.
2. Should a school delay occur the employee is subject to the options listed in **a. School Closures 1a-1c** above.
3. Early Dismissal:
In the event of any early dismissal, and if weather or road conditions justify, the employee is subject to the options listed in **a. School Closures 1a-1c** above.

4.13 SAVINGS/RETIREMENT ACCOUNT MATCH

Employees shall be automatically enrolled in a 403(b) account upon hire with the District.

- a. The District will match in a 403(b) account any employee's contribution to a 403(b) account, FSA account, or a Health Savings Account (HSA) up to fifty dollars (\$50) per month (six hundred dollars (\$600) maximum a year).
- b. The District shall make a contribution to an employee's 403(b) account as follows:
 1. For any employee who is a new enrollee of the 403(b) account, the District shall make a one-time initial contribution to the account in the amount of one thousand **two hundred** dollars (\$1,200).
 2. The District shall make a six hundred dollars (\$600) annual contribution to each employee's 403(b) account.
- c. The contributions will be made on the second bi-weekly payroll check in February of each contract year for all employees who are actively at work or on an approved FMLA/OFLA leave as of February 1 of each year. This section refers to section 4.13(b) and applies only to employees actively at work or on an approved FMLA/OFLA leave on February 20 of that given year. Employees who separate from employment between February 1 and February 19 will not receive the contribution.
- d. **Parity with MEA:** The total annual District contribution to employee retirement savings accounts (inclusive of both matching funds and annual contributions) shall be maintained at a level equal to or greater than the total annual retirement contribution provided to members of the Medford Education Association (MEA). In the event the MEA subsequently bargains an increase to the total District contribution or match for retirement savings, the District shall offer that same total level of benefit to OSEA members.

4.14 SPECIALIZED TRAINING AND SKILL PAY

- a. District-Funded Training: The District shall fund all costs associated with specialized training required to fulfill the requirements of an employee's role. Employees shall be compensated at their regular rate of pay (or overtime rate, if applicable) for all time spent in such training.
- b. Skill Differential: Upon successful attainment of a required certification or license, the employee shall receive a skill stipend or wage differential. The specific amount of this differential shall be negotiated between the District and the Association.
- c. Certification Requirement: No employee shall be assigned to perform duties requiring a specialized skill, license, or certification until they have successfully completed the required training and obtained the necessary licensure.
- d. Examples: Specialized skills subject to this section include, but are not limited to, the Public Pesticide Applicator license (Integrated Pest Management - IPM).

ARTICLE 5 – EMPLOYEE INSURANCE

5.01 MEDICAL, DENTAL AND VISION INSURANCE

a. District and Employee Contributions

Eligible bargaining unit members may choose to participate in the Oregon Educators Benefits Board's (OEBB's) insurance plans during the open enrollment periods. The District shall offer the following four (4) plans with OEBB: Plan 3, Plan 4, Plan 6, and Plan 7. The District may add plans in subsequent plan years. A plan year is defined as October 1 through September 30. ~~The District's contribution toward the monthly cost of medical (through the Medford School District Self Insurance Program [MSD SIP]), dental and vision insurance for employees will be as follows:~~

~~The District shall pay the proportional share below toward each employee's insurance contribution for the 2022-2026 plan years.~~

~~¶~~

~~For the 2022-2026 plan years, the District and employee contributions shall be:~~

~~¶~~

<u>District</u>	<u>Employee</u>
<u>85%</u>	<u>15%</u>

The District will contribute 100% of the combined cost of OEBB Medical Plan 7 (HSA), Dental Plan 5, and VSP Choice Plus 1, regardless of what plan employees select.

Employees selecting plans other than what is outlined in Section 5.01(a) shall receive the same base dollar amount plus 3.5% (replacing the previous 85%/15% split) contributed toward their plan with the employee paying the remaining share. This means employees pick up the additional cost of any higher cost plan they select. ~~During the term of this Agreement, the District will continue to offer medical plans aligned with the Oregon Educator's Benefit Board's (OEBB's) plans.~~

~~For the 2022-2026 plan year, the District will provide a high deductible/Health Savings Account (HSA) plan at an employee's zero dollar (\$0) monthly contribution. For any bargaining unit employee who selects a high deductible/HSA plan for the first time, the District shall make a one-time two thousand one thousand six hundred dollar (\$2,000,1,600) contribution into the employee's HSA. For any employee who continues in the high deductible/HSA plan, the District shall contribute eight six hundred dollars (\$8600)/year into the employee's HSA.~~

1. Employees hired after July 1, 2019 who are hired into positions that are 5.75 hours or less will not be eligible for district-paid insurance. Current employees who are not in benefit eligible positions may apply to increase

hours however will not be benefit eligible unless the employee successfully applies for a benefit eligible position.

For those employees who work at least twenty (20) hours a week but less than thirty (30) hours a week, the District shall make an annual contribution of ~~eight six~~ hundred dollars (\$~~8600~~) to either a Section 125 plan or a Section 403(b) plan. The contributions will be made by February 20 of each contract year for all employees who are actively employed February 1 of each year. This section applies only to employees currently employed on February 20 of that given year. Employees who separate from employment between February 1 and February 19 will not receive the contribution.

a) Section 125 Plan

FSA Elections – For employees who elect to use the District-paid contribution towards a Flexible Spending Account (FSA), the District-paid contribution will be limited to five hundred dollars (\$500) annually. Employees selecting a FSA may apply the remaining balance of the ~~eight six~~ hundred dollar (\$~~8600~~) district-paid contribution towards any other Section 125 option. Employees who select this option may not use the remaining district contribution of ~~three one~~ hundred dollars (\$~~3100~~) towards a FSA as the maximum contribution allowed by law is five hundred dollars (\$500). They may, however, use the remaining ~~three one~~ hundred dollars (\$~~3100~~) in another Section 125 plan, such as Dependent Care, as allowed by law.

b) Section 403(b) Plan

Employees may apply all of the District-contribution towards a 403(b) plan. This ~~eight six~~ hundred dollars (\$~~8600~~) annual district contribution shall be in addition to the savings/retirement account match enumerated in Section 4.13.

c) Contributions will be made in accordance with applicable federal and state law.

d) If the District determines a need to reduce hours in existing classified position(s) that are currently filled by an employee that would result in the loss of insurance eligibility for any employee(s), the rights enumerated in Article 8.4 (i.e., the right to bump, recall rights) shall apply.

2. Those members receiving the seventy-five-dollar (\$75) insurance benefit below shall have the option to continue to receive the benefit until they are no longer eligible under the following terms or are no longer employed by the District.

3. Employees who did not receive the benefit in #2 above during 2016-2017 or who are newly employed by the District will not be able to elect to receive the following benefit:

Those members employed less than seven-hundred-sixty (760) hours per year will not receive any benefits as provided in this article. However, if they choose to purchase the ~~District's medical insurance~~ **OEBB-sponsored medical plans** the District shall pay seventy-five dollars (\$75.00) per month toward the cost of the contribution. The employee may purchase dental and vision insurance when they purchase medical insurance. The cost of purchase will be the actual cost to the District. In calculating the seven-hundred-sixty (760) hour requirement to obtain full benefits referred to above, temporary employment will not be included.

4. District contributions shall begin on the first day of the second full month of employment.
5. The District will provide and pay the full premium cost of Long Term Disability Insurance for all members of the bargaining unit employed seven-hundred-sixty (760) hours or more per year. Benefits shall be available as per terms of the Long Term Disability Policy.

b. Insurance Waiver **and Opt-out Options**

1. **Opt-Out Eligibility and Stipend:** Bargaining unit members who provide proof of **eligible medical insurance from another group insurance plan or provider, including the District offered plans,** ~~source may be allowed to withdraw from the MSD-SIP. Members who choose to withdraw may elect opt-out of District-offered insurance plans. Members who choose to opt-out shall receive a District contribution of six two hundred dollars (\$6200) per month which that will be included in their payroll. Beginning October 1, 2020, members cannot be on the MSD-SIP through another member or in any other way to receive the stipend.~~
2. **Annual Attestation:** In accordance with state administrative rules, any employee electing to opt-out must attest to their alternative coverage at initial enrollment and annually thereafter.
3. **Eligible Insurance Plans:** To be eligible for opt-out payments, an employee must maintain minimum essential medical coverage through one of the following sources:
 - Another employer-sponsored group medical benefit plan;
 - Medicare;
 - TRICARE;
 - The Veterans' Administration (VA) Health Benefit Program; or
 - Indian Health Services (IHS)

4. Ineligible Plans and Waiving Coverage: Under OAR 111-040-0050(4), the following plans are not eligible for opt-out payments:
 - Coverage purchased on the individual market (e.g., HealthCare.gov);
 - The Oregon Health Plan (OHP)/Medicaid; and
 - The Student Health Insurance market
5. Employees with the coverage listed above, or those who simply choose not to enroll in District benefits, may elect to waive all or part of their District-offered benefits (Medical, Dental, or Vision). Members who waive coverage are not eligible to receive the monthly opt-out stipend

Example: An employee with OHP coverage is ineligible for the opt-out stipend but may still waive the District's Medical plan while remaining enrolled in the District's Dental and Vision plans

In the event MEA subsequently bargains the continuation of the insurance waiver option for spouses both employed by the District ~~and on the MSD SIP~~, the District will offer that same level of benefit to OSEA.

c. ~~Plan Options~~

~~The District maintains self-insured insurance for all employees. If an alternate plan is made available to another bargaining group in the District, OSEA will have the option to change to the other plan.~~

~~Eligible bargaining unit members may choose to participate in the Medford School District Self-Insurance Plan (MSD-SIP) during the open enrollment periods. The District shall offer the aforementioned plans for the term of this Agreement and may offer additional plans.~~

d. ~~Health Insurance Fund~~

~~District and employee contributions shall be allocated to the District Health Insurance Fund. This fund is independent of the District General Fund, separated for accounting, payment, and reporting purposes. The Health Insurance Fund shall be the sole repository of all district and employee insurance contributions and shall pay all claims and costs associated with the operation of the MSD-SIP.~~

e. Termination of Benefits

If a bargaining unit member's employment is terminated prior to the end of the school year, the District's contribution towards health insurance benefits shall cease as of the last day of the last month of employment.

f. Benefits During Leave

For unpaid leaves not covered under the Oregon Family Leave Act (OFLA), insurance coverage will be extended to eligible bargaining unit members and family at the bargaining unit member's expense, ~~provided the MSD SIP plan includes such extended coverage.~~

ARTICLE 6 – DISTRICT RETIREMENT BENEFIT

6.01 RETIREMENT ELIGIBILITY

- a. In order to be eligible for any district retirement benefits enumerated in this Article, an employee must have a minimum of fifteen (15) years' service with the Medford School District, have qualified for district medical insurance, have not reached Medicare eligibility, and be eligible for full PERS benefits.

To be eligible for full PERS benefits, the employee must attain the age designated by PERS for Tiers I, II, and OPSRP, or at any age with thirty (30) years of creditable service.

For OPSRP employees to be eligible to receive the Early Retirement Payout, the employee will need to retire in the month that the employee becomes eligible for full PERS.

- b. Bargaining unit members hired after July 1, 2006, shall not be eligible for any benefits in this Article.

6.02 RETIREMENT BENEFITS

If an employee meets the eligibility criteria itemized in 6.01.a above and retires after June 30, 2013, the employee shall be eligible for the following benefit:

- a. Employees shall be credited for one thousand five hundred dollars (\$1,500) for each year of service to the Medford School District from their first full year of service and for each year of service up to and including June 30, 2012. There will be no credit for years of service beyond June 30, 2012.
- b. The total amount credited to the employee shall be held for the employee by the District and made payable to the employee ten (10) working days following the employee's final payroll at the time of retirement, or the employee shall have the option of transferring the amount being held by the District into a 403(b).
- c. In the event an employee dies prior to retirement from the District, but was eligible to retire at the time of the employee's death, all monies due the employee pursuant to this section shall be provided in the employee's final paycheck.
- d. Employees who are eligible to retire by June 30, 2017, shall be credited an additional five hundred dollars (\$500) for each year of service to the Medford School District as enumerated in Section 6.02.a above.

6.03 CARRIER COVERAGE

For those employees receiving retiree medical insurance, the District makes no guarantee that the carrier or the coverage in effect at the time of retirement will continue for the

duration of the employee's retirement. The carrier and coverage are subject to change based on the negotiated agreement with the Association. The District only provides the dollar amount listed in this section.

ARTICLE 7 – HOLIDAYS, VACATIONS, AND LEAVES

7.01 HOLIDAYS

The following shall be paid holidays for all classified employees provided they are working up to both the last scheduled working day prior to and the first scheduled working day following the paid holiday or takes paid leave. Employees reporting for duty the week prior to Labor Day, or who report for any in-service in August, will receive Labor Day as a paid holiday.

12 Month Employees	All Other Employees
Independence Day	Labor Day
Labor Day	Veteran's Day
Veteran's Day	Thanksgiving Day
Thanksgiving Day	Day following Thanksgiving
Day following Thanksgiving	Day prior to or following Christmas Day
Day prior to or following Christmas Day	Christmas Day
Christmas Day	New Year's Day
New Year's Day	Martin Luther King, Jr. Birthday
Martin Luther King, Jr. Birthday	President's Day
President's Day	Memorial Day
Memorial Day	Juneteenth (if part of regular school year workday calendar)
Juneteenth Day	

7.02 PERSONAL LEAVE

Any regular member of the bargaining unit shall have three (3) days of paid personal leave each school year to care for matters of a personal or business nature which cannot be done other than during school hours. When possible, five (5) working days advanced notice for leave shall be requested through the District's timekeeping system. The supervisor will approve or deny personal leave requests within five (5) working days of the request. Should the supervisor not respond within the stated timelines, personal leave shall be considered approved. When personal leave is needed because of emergency situations, the supervisor will be notified as soon as possible. Personal leave does not accumulate.

Personal leave shall not be used for association business or for personal illness if the employee has sick leave available. Personal leave may not be used to extend a holiday or vacation period without the prior approval of the supervisor.

Newly-hired permanent employees will receive personal leave days on a prorated basis depending on their date of hire within the current school year. Employees hired between July 1 and November 30 will receive three (3) personal days; those employees hired December 1 but before March 15 will receive two (2) days; and those employees hired March 16 through June 30 will receive one (1) day. Each employee receiving prorated personal days during this period will be granted the entire three (3) days of personal leave for all subsequent years of hire.

Unused Personal Leave

At the conclusion of each fiscal year, each eligible employee shall elect one of the following options for any unused personal leave days:

Option 1 – Cash Payout:

The District will pay each eligible employee fifty percent (50%) of their position hours for each unused personal leave day at the employee's current rate of pay as of June 1st. This benefit shall be calculated using balances as of June 30 each July and payment shall be made no later than the August 20 payroll.

Option 2 – Rollover:

In lieu of the payout described above, an employee may elect to roll over up to two (2) unused personal leave days into the following fiscal year, provided that the employee's personal leave balance shall not exceed five (5) total personal leave days at any time. Any unused personal leave days in excess of the rollover limit shall be forfeited and shall not be eligible for payout.

If no election is made by the employee by June 30, Option 1 shall apply by default.

Upon separation from employment from the District, any remaining unused personal leave shall be considered earned compensation and shall be paid out at one hundred percent (100%) of the employee's current rate of pay on their final paycheck.

7.03 BEREAVEMENT LEAVE

Each employee who is absent because of a death of a relative or close associate shall be permitted a total of three (3) consecutive days without loss of pay one (1) time per year. If the relative is a spouse, parent or child, or in-laws of the same relation, the employee shall be permitted a total of five (5) consecutive days without loss of pay one (1) time per year. Any leave taken in excess of five (5) days shall be charged to other accrued leaves. Bereavement leave shall not accumulate. The District shall comply with all state and federal leave laws regarding bereavement leave. The District paid days of leave outlined above shall run concurrently with state leave days.

The definition of "family members" under the Oregon Family Leave Act (OFLA) may be different than the definition of "relative or close associate" under this section. The additional unpaid leave provided under OFLA will only apply for family members defined under the law.

7.04 VACATION

- a. Twelve (12) month employees working a minimum of thirty (30) hours per week, for twelve (12) months during the contract year shall be entitled to vacation. Vacation for qualifying employees shall accrue as follows:

1. No vacation will accrue during the first six (6) months of employment.
2. Employee vacation rates for full-time employees who work a twelve (12) month calendar shall be allocated as follows:

<u>Continuous Service</u>	<u>Earning Rates per Month</u>	<u>Annual Entitlement</u>
0-6 months	0 hrs.	0
6 mo. – 1 yr.	1 day	6 days
1+yrs. – 5 yrs.	1 day	12 days
5+yrs. – 10 yrs.	10 hrs.	120 hrs.
10+yrs. – 15 yrs.	13.5 hrs.	162 hrs.
15+yrs.	17 hrs.	204 hrs.

3. An employee may only accumulate vacation equivalent to ~~two and one-half (2 1/2) times~~ of the employee's annual earning rate at any given time. Vacation accumulated in excess of this will be paid out at fifty percent (50%) of the employee's current rate of pay to be paid out on the first pay day of the following month.~~be lost on a monthly basis.~~
4. Vacation will be compiled and used on an hourly basis.
5. Vacation accrued prior to this Agreement will be carried forward and used according to these provisions.
6. All vacation should be requested in advance from the immediate supervisor as soon as possible. The supervisor should approve or deny vacation requests within five (5) working days of the request and grant vacation in accordance with work schedule and employee needs, giving priority to senior employees. However, once vacation has been approved, a senior employee shall not be entitled to preempt the approved vacation period. "Senior employee" as used in this paragraph refers to seniority within the department. ~~Should the supervisor not respond within the stated timelines, vacation leave shall be considered approved.~~
7. Employees do not need to justify reasons for requesting vacation; however, employees may apply their vacation leave where they have exceeded their entitlement for approved sick leave, bereavement leave or personal leave requests.
8. An employee whose anniversary date is between the 1st and 15th of the month will receive a full month's entitlement upon the completion of the employee's six (6) month employment for the remainder of that month. Employees hired between the 16th and 31st will receive one-half (1/2) month's entitlement upon the completion of the employee's sixth (6) month employment for the remainder of that month. Likewise, an

employee leaving the District's employment between the 1st and 15th will receive one-half (1/2) month's entitlement, while those leaving between the 16th and 31st will be eligible for the full month's entitlement.

9. Earning rate eligibility is determined by continuous service achieved since the last employment date in an eligible position. This date will be used as the anniversary date for determining that employee's eligibility rate.
10. Accrued and unused vacation leave shall be considered earned compensation. Upon separation from employment from the District, all such leave shall be paid out to the employee at their current rate of pay on their final paycheck.

7.05 REST PERIODS

Each employee shall receive duty-free breaks in accordance with BOLI regulations. The duration of breaks shall be fifteen (15) minutes. Breaks may not be stacked or added to a lunch period for a longer lunch or to leave early. Employees who miss either their lunch or a break may only do so upon permission from their supervisor under extremely rare circumstances (i.e. emergency). Such break periods shall be designated by the appropriate supervisor.

7.06 LUNCH PERIODS

Each employee working six (6) hours or more per day shall receive a duty-free period of at least one-half (1/2) hour and not more than one (1) hour. The employee's supervisor shall schedule the lunch period and such lunch period shall be as nearly as practical to mid-shift. Such lunch period shall not be credited as time worked for any purpose.

7.07 JURY DUTY AND REQUIRED COURT APPEARANCES

- a. District employees are subject to jury duty and answering subpoenas the same as other citizens. Any employee of the District who is required to serve on jury duty or who is subpoenaed regarding school related business shall receive the employee's regular wage during the time the employee is officially attending to such legal matters. This provision excludes any court appearance where the employee is the litigant in a case brought against the District. In such cases, the employee may use personal leave, accrued vacation leave, or accrued compensatory time.
- b. Upon release from jury duty, employees must return to work if there are two (2) hours or more left in the work shift unless permission to not return has been granted in writing by the supervisor. Permission to not return may be obtained from the supervisor by telephone as long as it is followed up by written confirmation. Jury duty checks are not required to be turned over to the District.

7.08 SICK LEAVE

- a. All sick leaves allocated under SB 454 and ORS 332.507 will run concurrently.
- b. The District shall grant each employee at least ten (10) days sick leave at full pay for each school year, or one (1) day per month, whichever is greater. Sick leave shall be frontloaded at the beginning of the work year. Unused sick leave shall accumulate without limit.
- c. Bargaining unit members shall be granted three (3) days family illness leave in addition to sick leave, during each school year with pay in the case of the illness of a relative. This leave does not accumulate. This benefit will be maintained in this agreement as long as it remains a benefit in the MEA collective bargaining agreement.
- d. Sick leave may be taken for an employee's own illness, injury or health condition, including the need for medical diagnosis, care or treatment of an employee's own illness, injury or health condition. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc.
- e. Sick leave may be taken to care for a covered family member's illness, injury or health condition, including the need for medical diagnosis, care or treatment of the family member. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc. Covered family members include your spouse, Oregon registered same-sex domestic partner, child, child of your Oregon registered same-sex domestic partner, parent, parent-in-law, parent of your Oregon registered same-sex domestic partner, grandparent, or grandchild.
- f. Oregon Family Leave Act (OFLA)

Sick leave or other relevant leaves available must be taken for any reason covered by the Oregon Family Leave Act (OFLA). This includes an employee's own serious health condition (but not workers' compensation leave, unless the employee refuses a suitable offer of modified duty); a covered family member's serious health condition; parent leave (care for the employee's newborn, recently adopted or newly placed foster child within twelve (12) months of the date of birth or placement); "sick child" leave (under eighteen [18] or adult disabled dependent child who has an illness, injury or condition that is not a serious health condition but requires home care); or bereavement leave (limited to a maximum of two [2] weeks per family member, per twelve [12] month period, and must be taken within sixty [60] days of learning of the death).

Domestic violence, harassment, sexual assault, or stalking – Time off under OFLA will be granted, upon request using sick leave to address a situation in which an employee, an employee's child (under eighteen [18] or adult disabled

dependent), or someone for whom the employee is a guardian is the victim of domestic violence, harassment that is criminal under Oregon state law, sexual assault, or stalking.

Public health emergency – Sick leave may be taken due to the closure of an employee’s business or of an employee’s child’s school or care provider due to a public health emergency; decision by a public health official or health care provider that the presence of an employee or an employee’s covered family member in the community would jeopardize the health of others; or when a law or regulation requires the District to exclude an employee from the workplace for health reasons.

Privacy and Disclosure: Employees are not required to disclose the details of their illness to their supervisor; but disclosure to Human Resources may be required. Supervisors will not ask for the details of an illness, and Human Resources will only ask when there’s a legitimate business necessity.

- g. ~~The District may request a medical certification when an employee uses sick leave in excess of three (3) consecutive workdays, due to the illness or injury of the employee or employee’s qualifying family member. Any leave taken by an employee by reason of the employee’s own or immediate family member’s illness or injury must be taken as sick leave.~~ Medical Certification: At the District’s request, sick leave in excess of five (5) consecutive workdays may require certification of the bargaining unit member’s attending physician or practitioner that the illness or injury prevents the bargaining unit member from working. This only applies for FMLA/OFLA qualifying medical conditions.
- h. District-Requested Exams: If the employee did not need to seek medical care, but seeks it at the District’s request, the District will pay any out-of-pocket cost not covered by insurance or another benefit plan.
- i. Twice a year, OSEA leadership may request that interested OSEA members donate sick leave to a pool that could be used to help unit members who have experienced extraordinary medical circumstances or very serious illness. Employees may donate only two (2) sick leave days and two (2) days of either personal leave or vacation leave each year with the maximum number of days in the sick leave pool capped at one-hundred (100) days or eight-hundred (800) hours. Donated days will be assigned by criteria developed and agreed upon at the sole discretion of the Labor Management Committee. The decision is not grievable.

7.09 MILITARY LEAVE

The District shall comply with state and federal leave laws regarding military leave.

7.10 RELEASE TIME FOR IN-SERVICE

- a. Requests in advance to attend workshops related to the employee's work assignment will be made in writing to the employee's supervisor for review. Denial is not subject to grievance.
- b. A professional growth fund of not less than five thousand dollars (\$5,000) will be established for specialized training of classified employees to enhance their individual job performance or to provide group in-service opportunities. The fund will be distributed at the discretion of the Labor-Management Committee. If the fund is not depleted during the designated school year, it will carry over for one (1) year only. Funds carried over shall be used first. District sponsored in-service costs shall be paid by the District. Staff Development Fund guidelines along with the Classified Staff Development Reimbursement or Advance Payment form are available on the District intranet.
- c. If additional in-service days are scheduled that are not on the school year calendar, after the beginning of the school year, all permanent employees will be given the opportunity to work their regularly scheduled number of hours on that day or to make up any time lost due to that in-service day.
- d. During in-service days employees who are scheduled to work in the District may request to be released from their regularly assigned duties to attend in-service activities related to improving their job performance with no loss of pay. If a supervisor doesn't approve the request, the employee may request to take leave with pay or unpaid leave. Requests for unpaid leave must be approved by Human Resources. All other leave requests must be approved by the employee's supervisor.

7.11 MATERNITY AND FAMILY/CHILD CARE LEAVE

- a. The District shall comply with state and federal leave laws regarding pregnancy disability and parental leave. Employees shall use accrued sick leave and other relevant leaves available to them during the period of pregnancy disability and parental leave.
- b. An employee may request to extend unpaid leave following parental leave. The total leave may not exceed one (1) year. The return date must be specified in writing at the time the request for leave is made. However, the return date may be changed if mutually agreeable. A position fitting the staff member's qualifications will be available upon return. No credit for advancement upon the wage schedule will be given for unpaid leaves taken under this section of the Agreement.

7.12 LEAVE WITHOUT PAY

- a. The District, in its discretion, may grant leave without pay to an employee for critical non job related injury or illness of that employee, or for the critical illness or injury of a member of the "immediate family" to whom that employee must attend. For the purpose of this paragraph, "immediate family" shall be defined as

spouse, child, grandchild, parent, brother, sister, grandparent, aunt, uncle, niece, nephew, and in-laws of the same relation. An employee taking leave without pay will be reinstated to a position fitting the employee's qualifications with full benefits accrued as of the time of the employee's departure on leave. Additionally, the District, in its discretion, may grant leave without pay to an employee where unusual conditions arise over which the employee has no control and which require the employee's absence from work. During the period of such leave, the employee may maintain insurance provided in Article 5 at the employee's own expense provided the insurer is willing to extend such coverage. Time spent on approved leaves or on recall lists prior to the expiration of recall rights do not constitute an interruption of employment.

- b. The District will comply with all provisions of the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

7.13 OREGON WORKER'S COMPENSATION LEAVE

Injury on Duty: When an employee is absent ~~Any absence~~ from work while temporarily disabled by reason of a compensable industrial accident or disease, **they qualify for Worker's Compensation benefits. The absence** shall be counted as sick leave unless the employee elects in writing not to be so paid. **The employee may choose one of the following options:**

- A. Receive only Worker's Compensation benefits and not use any of their accumulated sick leave; or
- B. Receive Worker's Compensation benefits and use their accumulated sick leave to make up the difference between the amount of Worker's Compensation benefits received and their normal salary or hourly wage.

- a. Payment will be based on the difference between the employee's temporary disability benefits and the employee's regular salary.
- b. The employee will be charged fractional sick leave to the nearest quarter (1/4) hour, according to the fraction of the employee's daily wages not covered by temporary disability payments.
- c. Accumulated sick leave may be used in this manner until depleted, at which time the employee will be eligible to receive only Worker's Compensation benefits, if any remain available.

Example: Accumulated sick leave may be used in this manner until depleted, at which time the employee will be eligible to receive only Worker's Compensation benefits, if any remain available.

- C. Unrectified Hazards: If an employee previously identified a specific hazard (consistent with the safety concern procedures in Section 4.10), the hazard was not rectified by the District, and the employee was subsequently injured by that hazard, the District will pay the Worker's Compensation waiting period and the employee will not be required to use any accrued leave for that period.

7.14 CRITICAL AND CATASTROPHIC LEAVE

A classified employee who is faced with an emergency requiring immediate attention may be allowed to take up to three (3) days of leave with pay during the contract year. Up to two of the three days may be used to make-up time owed from school emergency/inclement weather closure days.

An emergency shall be defined as such things as a weather-related storm, fire, other natural occurrence or another emergency that would require the Association member to take immediate action to protect property or persons. The employee shall make all practicable efforts to notify the building administrator or designated supervisor of the need to take critical leave and seek approval of the administrator prior to taking critical leave.

ARTICLE 8 – OTHER EMPLOYMENT CONDITIONS

8.01 JOB OPENING NOTIFICATIONS

- a. The District will post all notices of vacancies on the District website.
- b. Job opening notices will be posted at least seven (7) calendar days plus two (2) workdays following Winter Break and Spring Break prior to the filling of the position. The posting will include the job title, duties, qualifications, wage range, job location, range of hours, and a closing date. If no closing date is given, the body of the posting will state, “open until filled.” The District is not precluded, however, from later revising the hours or job location. The right to change locations within the same job title remains a district prerogative and not subject to grievance.

8.02 VACANCIES

- a. Posted Permanent Postings
 1. Because the District is committed to making promotional opportunities available to its employees, when a job opening occurs, the District will first seek to fill the vacancy with an in-district employee. In-district employees shall notify the Human Resources Department through the MSD designated employee application process if interested in a job opening.
 2. The District shall first consider awarding the position to in-district applicants based on the following criteria:
 - i. Current classification
 - ii. District seniority
 - iii. Employee evaluations
 - iv. Experience/qualifications/abilities
- b. Seniority, as used in this paragraph, shall mean a classified employee’s total length of continuous service with the District since the employee’s last date of hire as a permanent employee. All authorized leave with pay shall be considered as continuous employment for the purpose of computing seniority. An employee will lose all seniority credit in the event of voluntary or involuntary termination. An employee who is laid off and who is subsequently reinstated shall have the employee’s full seniority earned prior to layoff restored but shall not earn seniority during layoff status.
- c. When an existing employee is hired into a new classification the employee will be moved to the wage step in the new wage range which provides a wage one (1) step higher than the amount the employee was receiving prior to the change or to the first step on the new wage range, whichever is greater. The employee who is

hired into a classification lower than the one (1) under which the employee was working will be placed on the lower classification wage range at the same step as the employee was located on the higher classification range. At the end of six (6) months, if the employee remains in the new position with a satisfactory evaluation, the employee will be granted a step increase.

- d. Temporary positions refer to Article 2.03(e)

8.03 INVOLUNTARY TRANSFERS

- a. An involuntary transfer is a district initiated transfer for one of the following purposes:
 - 1. District need
 - 2. Demotion
 - 3. Restructuring
- b. In the event of an involuntary transfer, an employee will receive notification in writing of the timing and reason for the transfer.

8.04 REDUCTION IN FORCE

- a. **Association Consultation:** At least thirty (30) calendar days prior to providing the notification required in subsection (b) below, the District shall meet with Association representatives to discuss the necessity of the reduction, how the reductions will be implemented, communications to members, and possible alternatives to reductions (e.g., furlough days or voluntary reductions in hours).
- b. **Notice:** If the District determines the need for a reduction in its workforce following the consultation in subsection (a), notice of at least thirty (30) calendar days shall be provided to employees to be laid off and to the chapter president. The District may ask for volunteers as soon as the notice has been given to the Association but will not impede the layoff process. No regular employees shall be laid off within a job classification as hereafter set out until, in this order, all temporary employees, rehired retirees, or probationary employees within a classification have been released. Employees within a job classification as hereafter set out shall be laid off in the inverse order in which they were hired by the District.
- c. An employee who has total length of continuous service with the District which is greater than that of employees (i) in an equal or lower job classification within the categories as hereinafter set out or, (ii) then in a job classification in which the employee has had prior work experience with the District, and for which the employee is qualified at the time of layoff, may bump the least senior employee provided employee performance in the prior position was satisfactory up to and including the time of transfer. A bumped employee may in turn bump an employee with the least seniority in the same classification and if there is no less senior employee, such bumped employee may bump out of classification on the

same terms as described in the foregoing sentence. No employee will be required to bump another employee.

Employees shall have three (3) working days from the date of district notice of layoff to make a decision regarding their right to bump another employee.

An employee who bumps out of classification shall be compensated at the range for the classification into which the employee has bumped at the same step occupied prior to bumping, or at the highest step the employee had previously worked at within the classification into which the employee bumped, whichever is greater.

Any employee who bumps out of classification must bump the employee with the least seniority.

Employees may not bump into positions with higher FTE or wage than current position.

- d. Laid off employees who have recall status may apply for posted vacancies in the District outside their classification. If hired for another position the employee is not eligible for recall in, the employee will not forfeit their recall rights if the position is a lesser hour position and/or in a lower classification. The employee's accumulated leaves, insurance benefit (if eligible under the new position), and vacation accrual will be restored upon the employee's return to work at the same amount at the time of layoff.

The District will not issue or post vacancy notices for classifications that were reduced until the recall list has expired or no laid off employee remains on the recall list.

- e. When forces again increase, the employees within job classification categories shall be returned in the inverse order in which they were laid off. In such cases, seniority shall be used to determine the order of layoff and return to work consistent with the employee's qualification and ability to perform the job to which the employee's seniority entitled the employee. No new employee will be hired into classifications from which employees are laid off and remain qualified to perform on the recall list. Notice of recall shall be sent to eligible employees via certified return receipt mail. Failure to timely respond to recall, the maximum being five (5) working days from the date of receipt of the first delivery attempt notification, or five (5) working days after the delivery of the item, whichever comes soonest, shall be considered as immediate voluntary termination. It is the responsibility of the employee to ensure the District has the proper address to send the notice of recall and a phone number to communicate information. Any notice of recall returned to the District office undeliverable will be considered as a voluntary termination.

Employees who accept a notice of recall shall have up to two (2) weeks from the day the employee accepts the position in the notice of recall to return to work but may volunteer to return prior to designated return date with district approval.

- f. Recall status will automatically terminate twenty-four (24) months from the date of layoff. Employees will not forfeit their rights to recall should an employee accept a lesser hour position and/or a job in a lower classification. They will remain on the recall list for those hours and position(s) which they had prior to the layoff until the end of their twenty-four (24) month recall period. Employees who refuse an offer of recall to a position other than the position the employee was laid off from or for FTE less than in the employee's original position, shall be considered a voluntary resignation and removed from the recall list.

Employees who are laid off will be given consideration as substitutes and such consideration will not affect the member's recall rights.

- g. For purposes of the foregoing paragraph, seniority shall mean the classified employee's total length of continuous uninterrupted service with the District.
- h. Layoff rankings and priorities will not be applicable where the District must comply with maintenance of standards requirements under the law.
- i. All ties in seniority shall be broken by the drawing of lots. The drawing of lots shall take place within seventy-two (72) hours of the District providing the two (2) week notice to the Association of a reduction in force.
- j. Job categories for the purposes of this Article are as follows:

Category 1	Administrative Assistant Office Manager Office Assistant Secretary
Category 2	Payroll Specialist II Payroll Specialist I Accountant Accounting Clerk
Category 3	Multilith Operator II/Site Publications Operator I
Category 4	Technical Support Specialist Multi Media Communication Specialist
Category 5	Applications and Data Analyst Computer Programmer III Computer Programmer II System Analyst II/Achievement and Data Reporting Analyst

	System Analyst I
Category 6	Infrastructure Administrator Computer Technician III Computer Technician II Computer Technician I
Category 7	Campus Monitor III Campus Monitor I
Category 8	Child Development Center Leader Child Development Center Assistant II Child Development Center Assistant I
Category 9	Translator/Interpreter
Category 10	Special Education Assistant II Educational Assistant – Computer Lab Educational Assistant/ELL Educational Assistant/ELL Success Specialist/Special Education Assistant I/Student Success Specialist Educational Support Staff/Title Support Staff
Category 11	Media Center Technician Media Center Assistant High School Media Center Assistant Middle School
Category 12	Family and Equity Liaison Positive Attendance Support Specialist
Category 13	Speech Language Pathology Assistant
Category 14	Licensed Practical Nurse
Category 15	Head Custodian Custodian II Custodian I
Category 16	Groundskeeper
Category 17	Maintenance Specialist – Welding
Category 18	Maintenance Specialist – Locksmithing/Carpentry
Category 19	Maintenance Specialist – Carpentry/Cabinetry
Category 20	Maintenance Specialist – Painting

Category 21	Maintenance Specialist – HVAC
Category 22	Maintenance Specialist – Plumbing
Category 23	Maintenance Specialist – Electrical II Maintenance Specialist – Electrical I
Category 24	Warehouse Worker II Warehouse Worker I
Category 25	Theatre Technician
Category 26	Resource Conservation Specialist
Category 27	Purchasing Coordinator
Category 28	Safe Routes to School Coordinator
Category 29	Communications Support Specialist

8.05 PERSONNEL RECORDS

- a. A Personnel File includes:
 1. Hiring, promotion, demotion or termination decisions.
 2. Pay changes.
 3. Performance evaluations, disciplinary notices or warnings.
 4. Complimentary letters and commendations.
- b. A Working File includes:
 1. Current work performance expectations/standards, verbal or written.
 2. Record of discussions between employee and supervisor (coaching/counseling sessions).
- c. Complaints regarding specific classified employees and related investigations will be kept in a separate complaint working file.
- d. No information reflecting critically upon an employee shall be placed in the employees' personnel file that does not bear the signature of the employee indicating that the employee has been shown the material, or a note stating that the employee refused to affix the employee's signature. A copy of any such materials shall be furnished to the employee upon request. An employee shall have the right of reasonable inspection of the employee's file during business hours.
- e. An employee shall have the right to respond in writing to material which the employee feels is incorrect or derogatory towards the employee and to have the

writing placed in the file. Documents in the personnel file other than those relating to evaluation or evaluation procedures if shown to be inaccurate will be removed upon request of the employee. If the request is denied, the employee may appeal the decision to the Superintendent. The decision of the Superintendent shall be final and binding and not subject to the grievance procedure.

- f. Material placed in the records without conformity with the provisions of the foregoing sections will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.
- g. For new bargaining unit members hired or bargaining unit members transferred, a written job description shall be acknowledged electronically in the application/records management system by the bargaining unit member and shall be placed in the bargaining unit member's file. The District has the right to revise or change the same, however, and such will likewise be placed in the file. The revision or change shall not be subject to grievance.

8.06 PERFORMANCE MANAGEMENT

a. Performance

The District will provide a work environment that fosters successful, productive employees through the establishment of an effective performance management process. This process is comprised of effective communication, establishing clear expectations, providing opportunities for employee development, and monitoring and evaluating performance.

Performance Plan: In the event of unsatisfactory performance based on the classified employee evaluation rubric, the following procedure will be followed.

- 1. The supervisor shall conduct a conference with the employee, with an Association representative present. The employee will be informed of the deficiencies noted in the employee's performance:
 - i. Suggestions on how the employee can improve, along with additional training opportunities available to the employee.
 - ii. The specified number of days given to correct the deficiencies.
 - iii. Possible consequences for failure to improve the deficiencies.

The conference will be followed-up in writing with the information discussed in items 1(i), 1(ii), and 1(iii) above and provided to the employee immediately following the conference. The employee will acknowledge that the employee received the conference summary.

- 2. Failure to successfully improve performance according to the established performance plan may lead to adverse personnel action, up to and including termination.

b. Misconduct

The District may suspend, demote, terminate, or otherwise discipline ~~post-probationary~~ employees only for just cause. The parties agree that the principles of progressive discipline are to be used when considering disciplinary action. When a meeting is called with the employee to discuss or investigate misconduct, an association representative will be present unless the employee declines in writing.

Discipline for just cause is limited to the following:

1. Oral reprimand
2. Written reprimand
3. Demotion
4. Suspension
5. Dismissal

If a department head or other supervisor has reason to discipline an employee, they shall make all possible efforts to impose such discipline in a manner that will not embarrass or humiliate the employee.

In the event the District determines the nature of the misconduct is so severe as to warrant immediate suspension, the District will suspend the employee with pay pending an investigation into possible misconduct.

Any disciplinary action imposed upon an employee may be grieved only through the grievance procedure in this Agreement.

8.07 EVALUATION

Each bargaining unit member will be evaluated by their immediate supervisor utilizing the evaluation tool developed in partnership between the District and OSEA leadership. Probationary employees will be evaluated at the end of their probationary period, and if successful in completing the probationary period, the first year thereafter. Non-probationary employees will be evaluated at least once every other year thereafter. Evaluations shall occur between January 1 and no later than five (5) working days prior to the employee's last scheduled work day. For twelve (12) month employees, "last scheduled work day" shall be June 30.

8.08 WORKPLACE PRIVACY AND ELECTRONIC SURVEILLANCE

a. Purpose and Scope: The primary purpose of electronic surveillance is to ensure the health, welfare, and safety of all employees, students, and visitors, and to safeguard District facilities and equipment.

b. Prohibited Areas: Consistent with the protection of employee dignity and privacy, no surveillance cameras shall be installed in employee work areas, shops, or maintenance

facilities. Video cameras may be used in common areas, such as gyms or hallways, as deemed appropriate.

c. Non-Evaluative Use: When surveillance is used in common areas, it shall be for safety and security purposes only and not for evaluation or discipline. Any footage gathered in violation of this section shall be considered "non-conforming" under Section 8.05(c) and shall not be used in any subsequent evaluation or disciplinary proceeding.

d. Access to Information: Upon request, copies of video footage will be provided to the affected employee or the Association.

e. Partner Sites: For employees providing services at charter schools or partner sites with their own surveillance, the District will notify affected employees. Any footage shared with the District from these sites will not be used for evaluative or disciplinary purposes.

ARTICLE 9 – STANDING COMMITTEES

10.01 POSITION REVIEW COMMITTEE

The Position Review Committee will be established by September 1st of each year and shall be comprised of three (3) administrators appointed by the District and three (3) classified employees appointed by the Association. Members of the committee will have staggered terms to the extent possible and no person shall serve more than five (5) years consecutively unless by mutual agreement. Administrators and the Association members may each have outside consultants of their choosing present as they see fit. Classified employees serving on the committee cannot review their own job description. After each position review meeting, the committee will provide their meeting minutes and recommendations to the Labor Management Committee.

a. Committee Functions

The Position Review Committee will have the following functions:

1. Reclassification/New Classification
2. Job Description Review

b. Definitions

1. **Reclassification:** Reclassification is the movement of an employee from one job classification to a different job classification on the wage schedule. Reclassifications occur when assigned duties and responsibilities of a job change and are better defined by another existing classification. When the District reclassifies a position in such a manner as to not substantially create a different position, the incumbent in the prior position will continue in the reclassified position provided he or she continues to be qualified for the same and with no loss of seniority or benefits.
2. **New Classification:** New Classification is a new job description that is created in order to meet current essential job duties and responsibilities not currently defined under a classification.
3. **Job Description Review:** Job Descriptions are reviewed on an ongoing basis by the Position Review Committee.

c. Process

The process for Reclassification, New Classification, and Job Description Review will follow the guidelines established and mutually agreed upon by the Labor Management Committee.

10.02 LABOR MANAGEMENT COMMITTEE

The District and association agree to continue regular communications through the existing Labor Management Committee. The intent of this committee is to foster open communication to address employer/employee issues as they relate to the Collective Bargaining Agreement and workplace issues. The Association and the District shall appoint the committee members representing their team. The District and association may include, by mutual consent, up to two (2) consultants of their choosing.

10.03 ~~INSURANCE COMMITTEE~~

- a. ~~The District Insurance Committee will consist of not less than three (3) representatives from each employee group (licensed, classified, administrative and confidential). If the respective bargaining unit has more than four hundred fifty (450) bargaining unit members on the District insurance plan, they may add additional representatives using the ratio of one (1) representative per every one hundred fifty (150) bargaining unit members covered under the District medical plan. The number of members on the Insurance Committee from each employee group will be calculated as of October 15th each school year.~~

~~¶~~

~~Examples:~~

- ~~— OSEA members on District insurance plan = 400 (minimum 3 representatives)~~
- ~~— OSEA members on District insurance plan = 647 (4 representatives)~~

~~¶~~

~~The Committee chairs' responsibilities will rotate among the representatives of the employee groups.~~

~~¶~~

- b. ~~The Committee will meet at least once per quarter and then at any other time of their choosing to review operation of the Health Insurance Fund account. The Insurance Committee will set the calendar for the upcoming school year at their last quarterly meeting.~~

~~¶~~

- c. ~~The District will provide the District Insurance Committee and the Association president a monthly accounting of the activity of the Health Insurance Fund account. The monthly report will include the District Health Insurance Fund account information, the amount of the District contribution, the amount of the employee contribution, the total number of claims and the dollar amount, the total amount for prescriptions, the amount of the five (5) largest claims, the names of the ten (10) largest prescriptions filled and any other information the Committee deems necessary.~~

~~¶~~

- d. ~~The District Insurance Committee will regularly review the fund balance of the Health Insurance Fund account and will recommend to the Board how to handle any surpluses or deficits in the fund. Each committee member will have a vote. All recommendations will go to the school board with the vote tally. This provision does~~

~~not eliminate the right to bargain impacts on compensation independently of the committee.~~ ¶

~~¶~~

- ~~e. Prior to changing the insurance plans, the District shall allow the Insurance Committee an opportunity to do a thoughtful review and compare benefits and costs and forward a recommendation to the Superintendent. Each committee member will have a vote. All recommendations will go to the Superintendent with the vote tally.~~

IN WITNESS WHEREOF, the parties hereto affixed their signatures on the date written.

OREGON SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER NO. 15

BOARD OF EDUCATION OF
SCHOOL DISTRICT 549C

Chapter President Date

Chairperson of the Board Date

Field Representative Date
Date

Superintendent/Clerk

APPENDIX A

2026-2029 CLASSIFIED WAGE SCHEDULE

APPENDIX TBA

Salary Step Placement Rubric

1. Meet Minimum Qualifications (Education / Experience or combination of Education and Experience).
2. Bachelor's degree or higher equals one year of experience on the wage schedule (for example, an employee who has a master's degree would receive up to one year of experience.)
 - a. AA Degree does not equal a year of experience.
3. Recent Closely Related Paid Experience equals 0.25 times years of experience.*
4. Recent Directly Related Paid Experience (outside K-12 Public) equals .5 times years of experience.*
5. Recent Directly Related Paid Experience (inside K-12 Public) equals 1.0 times years of experience.*
 - a. Directly Related Paid Experience (inside K-12 Public) - one continuous year of related work experience (10 months in a school system) will equal one year on the pay schedule (partial years of experience are not recognized as equaling one year on pay schedule).
6. Substitute experience is recognized as experience in relation to movement on steps on the pay schedule based on frequency.

* Employment history must be verified.