

ARTICLE 4 – EMPLOYEE COMPENSATION AND BENEFITS

4.01 WAGES

- a. Effective ~~July 1, 2022~~ **2026**, the District will increase the base wage schedule by three percent (3%).

Effective July 1, ~~2023~~ **2027**, the District will increase the base wage schedule by two percent (2%).

Effective July 1, ~~2024~~ **2028**, the District will increase the base wage schedule by two percent (2%).

Effective July 1, ~~2025~~ **2029**, 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.” 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 twenty-five cents (\$0.25) per hour on their assigned step on the wage schedule. This wage differential shall not apply to employees who receive the wage adjustment as an interpreter.
- g. ~~For 2022-2024 Custodians and Groundskeepers 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.~~

~~h.g. 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.h.~~ The District may recover any overpayment of compensation by way of a mutually agreed upon repayment plan with the employee. 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 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, 2022 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. Longevity compensation shall be granted in the amounts shown below. The first level will begin with nine (9) years 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.

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 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. 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 (\$150) 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 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. 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. 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.
- f. Supervisors will follow established procedures to deal with safety concerns.
- g. No bargaining unit employee shall be required to work around or search for bombs.
- h. In the event any bargaining unit employee suffers an injury due to attack, assault, overt physical act of violence, or inappropriate physical contact by a student of the District, the employee and the building principal will meet to discuss possible strategies and solutions.

4.11 EXTRA DUTY

- a. 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.

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.

- a-b. Maintenance and Facilities Department staff involved in snow/ice removal who report to work will receive the overtime rate of pay for all hours worked during school closures as well as weather related delays/dismissals at the overtime rate of pay and are not subject to the short-term language above. In instances of school delays, Maintenance and Facilities Department staff will receive the overtime rate of pay until the time at which school begins (example: Custodian begins work at 5:00 a.m., and school begins two hours later at 10:00 a.m. The custodian is shoveling and putting down salt on the walkways. The custodian will receive the overtime rate of pay from 5:00 a.m.- 10:00 a.m.).

- b. If schools are closed longer term (three (3) or more days per school year) starting on day three (3):
1. Employees who are not required to report to work or are unable to report to work have the following options:
 - a) Make up time that is to be mutually agreed upon between supervisor and employee.
 - b) Take available unused personal, vacation or comp time leave.
 - c) Dock in pay.

Employees who are required to report for work per their supervisors will be compensated at their 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 dollars (\$1000).
 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.

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 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'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 may add plans in subsequent plan years. A plan year is defined as October 1 through September 30.

~~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 (replacing the previous 85%/15% split) contributed toward their plan with the employee paying the remaining share. This means employees pick up the full 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 one thousand six hundred dollar (\$1,600) contribution into the employee's HSA. For any employee who continues in the high deductible/HSA plan, the District shall contribute six hundred dollars (\$600)/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 six hundred dollars (\$600) 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 six hundred dollar (\$600) district-paid contribution towards any other Section 125 option. Employees who select this option may not use the remaining district contribution of one hundred dollars (\$100) towards a FSA as the maximum contribution allowed by law is five hundred dollars (\$500). They may, however, use the remaining one hundred dollars (\$100) 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 six hundred dollars (\$600) 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 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.~~

- 4.2. District contributions shall begin on the first day of the second full month of employment.

- 5.3. 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~~ eligible for health insurance benefits. Benefits shall be available as per terms of the Long Term Disability Policy.

b. Insurance Waiver Option

~~Bargaining unit members who provide proof of insurance from another source may be allowed to withdraw from the MSD-SIP. Members who choose to withdraw shall receive a district contribution of two hundred dollars (\$200) per month 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.~~

~~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.~~

Bargaining unit members who provide proof of insurance during the enrollment period from another group insurance plan/provider, including the District, shall receive a District contribution of \$400 per month. The Oregon Health Plan (OHP) and Veteran's Administration (VA) are not considered group insurance plans under state law and are not eligible to receive District opt-out benefits.

~~e. 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.c.~~ e.c. 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.d.~~ f.d. 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.~~