

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

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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,

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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.

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- 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.

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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

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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.

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ARTICLE 9 – STANDING COMMITTEES

9.01 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.

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9.02 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.

9.05 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.~~

- i. ~~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.~~
- k. ~~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.~~

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- m. ~~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.a. ~~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.~~

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