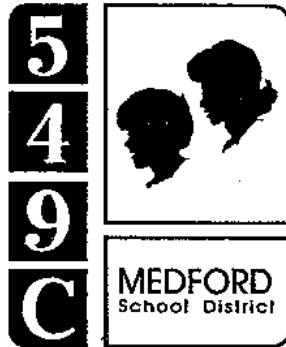


CONTRACT BETWEEN

MEDFORD SCHOOL DISTRICT 549C



AND

**OREGON SCHOOL EMPLOYEES ASSOCIATION
Medford Chapter 15**



**JACKSON COUNTY, OREGON
CONTRACT TERM, JULY 1, 2014 – JUNE 30, 2017**

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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, 2014, 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 I – GENERAL PROVISIONS

1.1 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.

1.2 CONTRACT DURATION AND REOPENING OF NEGOTIATIONS

- a. This contract shall be effective July 1, 2014, and shall remain in full force and effect to and including June 30, 2017.
- b. This contract may be extended by mutual agreement of both parties at any time prior to June 30, 2017. For a successor agreement the parties agree to exchange initial proposals by February 1, 2017. 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).

1.3 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 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 150 calendar days.

1.4 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 1.3 and address issues of the District's ability to pay based on the level of revenues received.

ARTICLE II – DISTRICT AND ASSOCIATION RIGHTS AND DUTIES

2.1 MANAGEMENT RIGHTS

- a. 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.
- b. The District and Association agree to implement a labor management team consisting of administrators and Association members. The District and Association may each have up to two (2) outside consultants of their choosing present as they see fit.

2.2 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 will notify the Association of District intent to consider contracting for services performed by bargaining unit members at least 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 150 days. There is no other obligation for the District to bargain either the decision or impact of such contracting out of services.

For the period of July 1, 2014, through June 30, 2017, 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 exception to the language above expires June 30, 2017, and does not modify the status quo.

2.3 ASSOCIATION RECOGNITION

- a. The District recognizes the Association as the exclusive bargaining representative for all classified employees (regardless of number of hours worked) excluding, however, 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. Manager, Grounds and Facilities
2. Manager, Purchasing and Receiving
3. Manager, Fiscal Services
4. Manager, Network Telecom Services
5. Manager, Information Services
6. Teen Parent Coordinator

7. Occupational Therapist
8. Autism Consultant
9. Executive Assistant to Superintendent and School Board
10. Human Resources Specialist
11. Senior Programmer Analyst*
12. Accounting Payroll Specialist*
13. Senior Accounting Financial Analyst
14. Administrative Assistant-Education*
15. Administrative Assistant-Human Resources
16. Supervisors, Facilities

*These positions shall be transferred to the classified bargaining unit no later than July 1, 2017, unless vacated or incumbents voluntarily wish to transfer to the classified bargaining unit prior to that date.

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.

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 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.

Probationary employees who transfer to a new position before the expiration of the initial probationary period shall receive a probationary transfer evaluation prior to his/her 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 8.5-Layoff and Article 8.7-Progressive Discipline. Probationary employees shall also be eligible for membership in the Association.

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. 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 during a fiscal year and fills a position created or vacated for less than one fiscal year. If it is determined by the District that this specific position is needed beyond the fiscal year, the District shall post that position as a permanent position as defined or this temporary position shall be eliminated.

1. Special projects, bond and grant positions are specifically excluded from the provision 2.3e and are always temporary. Special projects and grant-funded positions exceeding one fiscal year shall be brought to and reviewed by the labor management committee.
2. When possible, crossing guard duties shall be assigned to existing staff in a building that are already eligible for full insurance benefit contributions at the crossing guard temporary rate of pay. Crossing guard duty assignments added to existing employees do not affect district benefit contributions. If such assignments are not possible at any additional cost to The District, crossing guard positions are specifically excluded from the provisions of 2.3e.
3. The District will provide the OSEA Chapter President 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.
4. 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 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.
5. 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.
6. At the end of the school year, or at the time the original temporary position is deemed no longer needed, whichever comes first, the bargaining unit employee will return to his/her previous position.
7. If the temporary position becomes a permanent position, the bargaining unit employee will return to his/her 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 of the following three criteria:

1. Currently enrolled in high school.
2. Summer following high school graduation.
3. Enrolled in a college program and performing bargaining unit work.

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 2.1 - Management Rights
- c) Article 2.2 – Contracting Out
- d) Article 2.3 - Association Recognition
- e) Article 2.7 – Association Access to Facilities and Members
- f) Article 2.8 - Dues Check-Off and Association Security
- g) Article 2.9 - Strike/Work Action
- h) Article 3 - Grievance Procedure
- i) Article 5 – Employee Insurance
- j) Article 8.1 - Job Opening Notifications
- k) Article 8.3 – Vacancies
- l) Article 8.5 – Personnel Records
- m) Article 8.7 – Progressive Discipline

2. Not Applicable

- a) Article 2.4 - Release Time for Negotiations
- b) Article 2.5 – Association Leave
- c) Article 2.6 - 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 8.4 - Involuntary Transfers
- h) Article 8.5 - Layoff
- i) Article 8.8 – Evaluation
- j) Article 8.9 - Classifications

2.4 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. 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.

2.5 ASSOCIATION LEAVE

- a. A total of two hundred and eighty (280) hours per year 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 working days in advance of the need. The number of days may be increased by mutual agreement of both parties. An additional two hundred (200) hours each year will be made available for the Chapter President and Executive Board Members to work on Association business. The cost of these hours shall be split equally between the Association and the District.
- b. Employees who are OSEA members in good standing may be allowed time off without loss of pay or benefits under the OSEA Time Release Program 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 are not entitled to District reimbursement for travel, meals, or lodging.
 2. Employees taking part in this program shall submit a written request to their immediate supervisor 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 forty-five (45) working days per year with no more than ten (10) working days per employee participating, with possible exceptions considered, and as agreed upon by OSEA and the District.
- c. Association members may be excused from their work schedule by the Superintendent or designee to attend Association meetings.

2.6 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.

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 a bulletin board in any facility where employees of the bargaining unit are working for the posting of Association notices.

2.7 ASSOCIATION ACCESS TO FACILITIES AND MEMBERS

The Association will provide the District with a list of authorized representatives (Executive Board, OSEA Representatives, Work Site Representatives, and Stewards) who will be allowed to visit the work areas of employees during work hours and confer about employment. Visitations shall not disrupt the work activities of the employees and notification with mutual consent will be obtained from the supervisor for matters other than individual counsel. 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 8.7. For matters of grievance see Article 3.

2.8 DUES CHECKOFF AND ASSOCIATION SECURITY

- a. 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.
- b. Employees are not required to be members of the Association. However, for all employees in the bargaining unit who choose not to become members during the contract period, the District agrees to deduct monthly for each month worked, an amount equal to OSEA dues, as a “fair share” contribution pursuant to Oregon Revised Statutes, Chapter 243.666. Any individual employee objection based on bona fide religious tenets or teachings of the church or religious body of which such employee is a member will require the employee to inform the

District and the Association within fifteen (15) days of the commencement of work by said employee in each of the fiscal years covered by this Agreement, of his or her objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the fair share contribution to a non religious charity.

- c. The District agrees to transmit the dues deducted and the amount of fair share to the state office of the Oregon School Employees Association.
- d. The District agrees to furnish a list of new appointments of employees eligible for the bargaining unit during a calendar quarter within thirty (30) days following the close of each quarter. It will be furnished to the Chapter President, and will include employee addresses, class titles, range numbers, steps, departments and schools to which the employees are assigned.

2.9 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 III – GRIEVANCE PROCEDURE

3.1 DEFINITIONS:

- a. Grievance: A grievance means a dispute over the meaning, interpretation, or implementation of a specific 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 grievant, the grievant’s representative and/or consultant, and all witnesses.
- i. Association: Organization representing the classified employee(s) as defined in Article 2.3 – Association Recognition.

3.2 PROBLEM SOLVING

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

3.3 GROUP OR CLASS GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of members, the Association shall submit the grievance at the informal level to the Human Resources Director. If the matter is not resolved within ten (10) workdays, the matter may be submitted in writing to the Superintendent and the processing of such grievance shall commence at level two.

3.4 EACH GRIEVANCE WILL BE PROCESSED IN THE FOLLOWING MANNER:

a. Level One – Informal Grievance

Within twenty (20) workdays after the occurrence of the cause for the grievance, the employee involved will reduce his/her grievance to writing stating reasons therefore and the relief requested and will present it to his/her supervisor, provided, however, that if the grievant did not become aware of the occurrence until a later date, then he/she must initiate action within twenty (20) workdays when the employee should have known of the actions giving rise to the grievance. Within five (5) workdays after the grievance is submitted to him/her, the supervisor will discuss the grievance with the employee involved and attempt to resolve it. If he/she wishes, the employee involved may be accompanied at such meeting by a representative of the Association. Within five (5) workdays after this meeting, the supervisor will state his/her 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 the immediate supervisor 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 immediate supervisor shall communicate his/her 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 hold 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 and parties in interest. 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, 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 of the notification, the Association shall obtain a list of seven (7) arbitrators from the Oregon Employment Relations Board. The arbitrator shall be selected by mutual decision between the District and the Association. 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 born equally by the District and the Association. The party incurring same shall pay any other expenses incurred.

3.5 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. 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 representatives of their own choosing at each level of these grievance procedures.
- 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. The "OSEA Official Grievance Form" shall be used when processing a grievance.
- h. Grievance representative's names shall be given to the District by the Association.

- i. 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.
- j. If the grievant chooses to pursue his/her claim through the court system, the Employment Relations Board or other outside agency, the grievance procedure cannot be used and any decision rendered under the grievance procedure will become null and void.
- k. Written grievances initiated by the grievant pursuant to Section 3.4(b) will either contain the signature of the grievant or one of a group of grievants (if the grievance is initiated by a group of members as defined in the grievance procedure) when initially submitted in writing, or if such signature cannot be obtained by the time deadline for initial filing of a written grievance, such signature will be provided as soon as possible thereafter upon request of the District.

ARTICLE IV – EMPLOYEE COMPENSATION AND BENEFITS

4.1 WAGES

Effective July 1, 2014, The District will increase the base wage schedule by five percent (5%).

Effective July 1, 2015, The District will increase the base wage schedule by three percent (3%).

Effective July 1, 2016, The District will increase the base wage schedule by two percent (2%).

The District shall provide the classified employees a one-time-only stipend of two percent (2%) upon ratification of this Agreement. Employees will receive a separate check on the pay date following ratification of this Agreement.

4.2 STEP INCREMENT

- a. 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+ years – 4 years	2
4+ years – 10 years	3
10+ years	4

- 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 step increment on the wage schedule on the beginning date of each contract year.

4.3 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 and make contributions as required by law.

- c. Employees will contribute 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.

4.4 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 and are rehired within 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.

4.5 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 his/her proposal to the Labor Management team for discussion. After the Labor Management team 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 shall be waived. 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.

During the first year of this Agreement, waivers of this notice requirement shall be monitored by the Labor Management team. If either party determines that such waivers are not meeting the intent of this section, the parties agree to reconvene during the second year of the Agreement to address this issue, which may result in a negotiated amendment to this Agreement.

- 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.

During the first year of this Agreement, waivers of this notice requirement shall be monitored by the Labor Management team. If either party determines that such waivers are not meeting the intent of this section, the parties agree to reconvene during the second year of the Agreement to address this issue, which may result in a negotiated amendment to this Agreement.

4.6 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 (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 (double time for holidays) in the form of pay. Double 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.
- d. Workweek: The workweek shall commence on 12:01 a.m. Saturday and conclude on the following Friday at midnight.

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.
- 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.

4.7 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, he or she 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 \$120 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.

4.8 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, he or she will be guaranteed two (2) hours of pay at the overtime rate.
- c. Travel time to and from the job will be included in the computation of pay.
- d. 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.

4.9 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 usual 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 their 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 Team 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.

4.11 EXTRA DUTY

- a. Employees who work in “extra compensation” positions which pay a stipend rather than an hourly rate will be paid within BOLI requirements for overtime hours worked.
- b. Employees will be paid the entire stipend that MEA members receive from the MEA extra compensation schedule provided that the employees complete the duration of the extra compensatory position.
- c. The stipend paid will be divided by the BOLI determined rate and the number of hours the employee may spend on the extra compensatory position.
- d. The employee will only work the number of hours stipulated through this process.
- e. The employee will record hours related to extra comp on a Wage and Hour time log form separate from his/her regular classified assignments. Forms will be submitted monthly to the appropriate supervisor.

4.12 UNFORESEEN 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 his/her 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 his/her designee shall notify staff whether such day(s) shall be made up and when.

- a. School Closures:
 - 1. Employees have the following options:
 - i. Make up time that is to be mutually agreed upon between supervisor and employee.

- ii. Take available unused personal, vacation or comp time leave.
 - iii. Dock in 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 i-iii above.
- b. 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 i-iii 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 i-iii above.

4.13 SAVINGS/RETIREMENT ACCOUNT MATCH

- a. Beginning July 1, 2014, the District will match in a 403(b) account any employee's contribution to a 403(b) account or a Health Savings Account (HSA) up to \$50 per month (\$600 maximum a year).
- b. For the 2014-2015 fiscal year, the District shall make a contribution to an employee's 403(b) account as follows:
 - 1. For those employees hired prior to July 1, 2006, who are eligible for the District Retirement Benefit as enumerated in Article 6.1 of this Agreement, the District contribution shall be \$1000.
 - 2. For those employees hired prior to July 1, 2006, who are not eligible for the District Retirement Benefit as enumerated in Article 6.1, or for those employees hired July 1, 2006, or thereafter, the District contribution shall be \$600.
- c. For the 2015-2016 and 2016-2017 fiscal years, the District shall make a \$600 annual contribution to an employee's 403(b) account.
- d. Employees must have an established 403(b) account on the date of the

contribution to receive the contribution for that year. The contributions will be made by February 20th of each contract year. This section refers to sections 4.13(b) and 4.13(c) and applies only to employees currently employed on February 20th of that given year.

ARTICLE V – EMPLOYEE INSURANCE

5.1 MEDICAL DENTAL AND VISION INSURANCE

- a. The District's contribution toward the premium cost of medical (through the Medford School District Self Insurance Program [MSD-SIP]) dental, vision, and LTD insurance for employees will be as follows:

1. The District shall pay the proportional share below toward each employee's insurance premium.

For the term of this Agreement, the District and employee contributions shall be:

<u>Plan Year</u>	<u>District</u>	<u>Employee</u>
2014-2015	93%	7%
2015-2016	90%	10%
2016-2017	89%	11%

For the term of this Agreement, the District will provide the \$1,500 plan at an employee's \$0 monthly contribution. For any bargaining unit employee who selects the \$1,500 deductible plan for the first time, the District shall make a one-time \$1,500 contribution into the employee's Health Savings Account (HSA). For any employee who continues in the \$1,500 deductible plan, the District shall contribute \$500/year into the employee's HSA.

For the 2016-2017 insurance plan year only, the District will reduce enrolled employees' contributions by \$20 a month for the plan year. The parties agree this cost reduction is for one year only and does not become status quo for any successor agreement.

For 2016-2017, if any other employee group (administration/supervisory, licensed, confidential) bargains or is granted a greater insurance benefit (lower employee contribution) than is contained in this Agreement, classified employees will receive the same level of benefit.

2. For employees who are .5 FTE to .74 FTE (4 or more hours but less than 6 hours per day), the District's contribution shall be proportionately prorated.
3. 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 \$75.00 per month toward the cost of the premium. 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 760 hours or more per year. 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 \$200 per month. This contribution shall be deposited into the member's approved IRS Section 125 plan.

c. Plan Options

The District maintains self-insured insurance plans 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 following plans for the term of this Agreement and may offer additional plans.

1. A \$500 deductible plan.
2. A \$1000 deductible plan.
3. A \$1,500 deductible plan.

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, 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.

g. Insurance Committee

1. The District Insurance Committee will consist of one (1) but not more than three (3) representatives from each employee group (licensed, classified, administrative and confidential). The Committee chairs' responsibilities will rotate among the representatives of the employee groups. The Insurance Committee will make a recommendation to the Board. If necessary, minority opinions will be included in that recommendation.
2. 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.
3. 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.
4. 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. The Board will adopt, not adopt, or send the recommendation back to the committee for reconsideration with a deadline. Benefit levels may be changed to better meet the needs of employees.
5. Prior to changing the insurance plans, the District shall allow the Insurance Committee an opportunity to 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. The Superintendent will accept, not accept, or send the recommendation back to the committee for reconsideration with a deadline.

ARTICLE VI – District Retirement Benefit

6.1 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 of at least 58 years old, or at any age with thirty (30) years of creditable service.

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

6.2 RETIREMENT BENEFITS

If an employee meets the eligibility criteria itemized in 6.1.a above and retires after June 30, 2013, the employee shall be eligible for the following benefit:

- a. Employees shall be credited for \$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 with 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 his/her 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 \$500 for each year of service to the Medford School District as enumerated in Section 6.2.a above.

6.3 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 VII – HOLIDAYS, VACATIONS, AND LEAVES

7.1 HOLIDAYS

Independence Day	One day
Labor Day	One day
Veterans Day (November 11)	One day
Thanksgiving Day	One day
Day following Thanksgiving	One day
Day prior to or following Christmas Day	One day
Christmas Day	One day
New Year's Day	One day
Martin Luther King, Jr. Birthday	One day
President's Day	One day
Memorial Day	<u>One day</u>
TOTAL	Eleven days

Each year all employees shall receive pay for the above listed holidays provided he/she is 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 regular pay for Labor Day.

7.2 PERSONAL LEAVE

Any regular member of the bargaining unit shall have three (3) days of paid personal leave each school year. Advance notice for leave shall be provided to the employee's supervisor. When personal leave is needed because of emergency situations, the supervisor will be notified as soon as possible. Personal leave does not accumulate.

7.3 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. 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. 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.

7.4 VACATION

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

1. No vacation will accrue during the first six months of employment.
2. Employee vacation rates for full-time employees who work a twelve 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+yr. – 5 yrs.	1 day	12 days
5+yr – 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 one and one half of his/her annual earning rate at any given time. Vacation accumulated in excess of this will 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 department.
7. Employees do not need to justify reasons for requesting vacation; however, employees may apply vacation 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 his or her six (6) month employment for the remainder of that month. Employees hired between the 16th and 31st will receive one half month's entitlement upon the completion of his/her sixth 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 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. If a former laid off employee returns to employment with the district within 24 months, said employee shall have his/her vacation accrual rate at the time of layoff reinstated.

7.5 REST PERIODS

Each employee shall receive a duty free fifteen (15) minute break during each four (4) hour period of consecutive service, with the break coming as close as practical in the supervisor's judgment to the two (2) hour interval. Such break periods shall be designated by the appropriate supervisor.

7.6 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.

7.7 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 shall receive his/her regular wage during the time he/she 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 or if 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.

7.8 SICK LEAVE

- a. Sick leave will be granted employees who are absent because of the employee's illness or injury, or the employee's immediate family member's illness or injury. Sick leave in excess of five (5) consecutive workdays, if due to the illness or injury of the employee, shall, at the option of the District, be allowed only upon the certificate of the employee's attending physician or practitioner that the illness or injury prevented the employee from working. Any leave taken by an employee by reason of his/her own or immediate family member's illness or injury must be taken as sick leave. Sick leave shall be granted at the rate of one (1) day for each month of regularly scheduled work and not less than ten (10) days sick leave for each nine (9) months or more employed. Unused sick leave shall accumulate without limit. For the purpose of this paragraph, "immediate family" shall be

defined as spouse, child, grandchild, parent, brother, sister, grandparent, aunt, uncle, niece, nephew, in-laws of the same relation, or persons living in the home of the employee.

- b. 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 team. The decision is not grievable.

7.9 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 for release time to attend in-service workshops related to the employee's work assignment will be made in writing to his/her 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 Team. If the fund is not depleted during the designated school year, it will be returned to the general fund. 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. All leave requests must be approved by the employee's supervisor. If the employee is requesting professional development monies, the request must be approved by the Labor Management Team.

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 have the option of using accrued sick leave 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, in-laws of the same relation and persons living in the home of the employee. 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 his/her 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 his/her absence from work. During the period of such leave, the employee may maintain insurance provided in Article 5 at his/her 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 INJURY ON DUTY

- a. When an employee is injured while performing his/her job duties and qualified for Worker's Compensation benefits the employee may:
 - 1. Elect to use Worker's Compensation benefits and use his/her accumulated sick leave to make up the difference between the amount of Worker's Compensation benefit and the employees regular pay. 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;
 - 2. Elect to use only Worker's Compensation benefits and not use any of his/her accumulated sick leave.

ARTICLE VIII – OTHER EMPLOYMENT CONDITIONS

8.1 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 and range of hours. 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.

8.2 HIRING POOL

A Hiring Pool has been established to fill vacancies that are less than four (4) hours in the job classifications of Campus Monitor I, Early Reading Interventionist (ERI), Classroom Literacy Assistant (CLA) and Special Ed Educational Assistants. Current bargaining unit employees who wish to be considered for these positions when they become available must submit a request for transfer to the District to be placed in the Hiring Pool. All vacancies in these job classifications that are four (4) hours or more shall be posted as provided for in Section 8.1.

8.3 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 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 his/her 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 his/her 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 step higher than the amount he/she 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 under which he/she was working will be placed on the lower classification wage range at the same step as he/she was located on the higher classification range. At the end of six months, if the member remains in the new position with a satisfactory evaluation, he/she will be granted a step increase.
- d. Temporary positions refer to Article 2.3.e.

8.4 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.

8.5 LAYOFF

DURING THE FIRST YEAR OF THIS AGREEMENT, THE PARTIES AGREE TO CONVENE A COMMITTEE TO REVIEW CURRENT LAYOFF PROCEDURES/ LANGUAGE AND POTENTIAL ALTERNATIVE PROCEDURES/LANGUAGE. ANY RECOMMENDATIONS FROM THE COMMITTEE SHALL BE REFERRED TO THE BARGAINING TEAMS FOR BARGAINING.

- a. If the District determines the need for a reduction in its work force, notice of at least two weeks shall be provided to employees to be laid off and to the Chapter President. No regular employees shall be laid off within a job classification as hereafter set out until all probationary employees, temporary employees, or retiree/rehires in such classification have been terminated. Employees within a job classification as hereafter set out shall be laid off in the inverse order in which they were hired with the District.
- b. An employee who has total length of continuous service with the District which is greater than that of employees (a) in lower job classification within the categories as hereinafter set out or then (b) in a job classification in which he/she

has had prior work experience with the District, and for which he/she is qualified at the time of layoff, shall bump any such other employee provided employee performance in the prior position was satisfactory up to and including the time of transfer. A bumped employee shall in turn bump an employee with less seniority in the same classification and if there is no less senior employee, such bumped employee shall bump out of classification on the same terms as described in the foregoing sentence. An employee who bumps out of classification shall be compensated at the range for the classification into which he/she has bumped at the same step occupied prior to bumping, or at the highest step he/she had previously worked at within the classification into which he/she bumped, whichever is greater.

- c. Laid off employees who have recall status and who are successful applicants as new hires for positions not previously held by them will receive credit for vacation accrued prior to layoff and immediate eligibility for insurance coverage as provided in Article 5.
- d. 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 his/her seniority entitled him/her. No new employees will be hired into classifications from which employees are laid off and remain qualified to perform. Notice of recall shall be sent to eligible employees via certified return receipt mail. Failure to timely respond to recall, the maximum being two weeks from date of receipt of notification, shall be considered as immediate voluntary termination.
- e. However, if recall is to a position the classification or number of hours of which is at a lower level than the employee formerly occupied, the employee may choose not to return until a position becomes open which is comparable to his/her former position, without loss of placement on the layoff list. Layoff status will automatically terminate twenty four (24) months from the date of layoff.
- f. For purposes of the foregoing paragraph, seniority shall mean the classified employee's total length of continuous service with the District.
- g. Layoff rankings and priorities will not be applicable where the District must comply with state and federal mandates such as PL 101 476 Individuals with Disabilities under the Education Act.
- h. Any employee laid off under the previous collective bargaining agreement shall be entitled to recall under the terms set forth in paragraphs d. and e. above and additionally shall be entitled to recall in any classifications to which she/he could have bumped had the foregoing provisions been in effect at the time he/she was laid off.
- i. Job categories for the purposes of this layoff article are as follows:

Category 1	Administrative Assistant-Education* Office Manager Office Assistant Secretary
Category 2	Clerk II
Category 3	Accounting Payroll Specialist* Accounting Clerk
Category 4	Multilith Operator II Site Multilith Operator I
Category 5	Technical Support Specialist
Category 6	Senior Programmer Analyst* Computer Programmer III Computer Programmer II
Category 7	Network Administrator Electronic Technician II Electronic Technician Computer Technician I
Category 8	Campus Monitor III Campus Monitor I
Category 9	Child Development Program Assistant Child Development Center Assistant Child Development Center Monitor
Category 10	Educational Assistant – ELL/Special Education, ELL Success Specialist Educational Assistant Educational Support Staff
Category 11	Educational Assistant - Computer Lab
Category 12	Media Center Technician Media Center Assistant High School Media Center Assistant Middle School
Category 13	Title Support Staff Early Reading Interventionist Classroom Literacy Assistant
Category 14	Positive Attendance Support Specialist
Category 15	Speech Language Pathology Assistant

Category 16	Head Custodian II** Head Custodian I** Custodian II Custodian I
Category 17	Groundskeeper
Category 18	Maintenance Specialist – Welding
Category 19	Maintenance Specialist - Painting Maintenance Specialist – Locksmithing/Carpentry Maintenance Specialist – Carpentry/Cabinetry
Category 20	Maintenance Specialist – Electrical II Maintenance Specialist – Electrical I Maintenance Specialist – Heating/Air Conditioning Maintenance Specialist – Plumbing
Category 21	Warehouse Worker II
Category 22	Theatre Technician
Category 23	Resource Conservation Specialist
Category 24	Translator/Interpreter
Category 25	Purchasing Coordinator

*These positions shall be transferred to the classified bargaining unit no later than July 1, 2017, unless vacated or incumbents voluntarily wish to transfer to the classified bargaining unit prior to that date.

**These positions have been proposed to the Classification Review Committee as new classifications. A final disposition on the proposal has not yet been reached.

8.6 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.
 - 5. Complaints.

- b. Working File includes:
 - 1. Current work performance expectations/standards, verbal or written.
 - 2. Record of discussions between employee and supervisor (coaching/counseling sessions).
- c. No information reflecting critically upon an employee shall be placed in the employees' personnel file that does not bear either the signature or initials of the employee indicating that he/she has been shown the material and refused to affix his/her signature or initials. A copy of any such materials shall be furnished to the employee upon request. An employee shall have the right of reasonable inspection of his/her file during business hours.
- d. An employee shall have the right to respond in writing to material which he/she feels is incorrect or derogatory towards him/her 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.
- e. Verbal warnings (Level 1) and letters of direction (Level 2) of the Progressive Discipline Manual shall be considered temporary contents of the working file and shall be removed upon request of the employee provided such conduct has not occurred within the preceding one year.
- f. Letters of reprimand (Level 3) and suspension without pay/demotion (Level 4) of the Progressive Discipline Manual shall be considered temporary contents of the personnel file and shall be removed upon request of the employee provided such conduct has not occurred within the preceding four years.
- g. 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.
- h. For new bargaining unit members hired or bargaining unit members transferred, a written job description shall be initialed by the bargaining unit member and shall be placed in his/her 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.

8.7 PROGRESSIVE DISCIPLINE

The parties agree that the general principles of progressive discipline are to be used when considering disciplinary action. To that end the District has developed, in conjunction with the Association, an employee/supervisor disciplinary training manual titled Classified Progressive Discipline Manual. The District agrees to follow the

procedural steps of due process and further agrees not to modify the manual without first reviewing the proposed changes with the Labor Management team. It is agreed that adherence to the manual shall not be technically construed and no alleged error or unfairness in application of the procedures shall cause overturning of a dismissal or other disciplinary action unless the employee suffered a substantial impairment in their ability to comply with school district standards.

8.8 EVALUATION

Each bargaining unit member will be evaluated each year on forms developed by the district for the purpose of evaluation. Annual evaluations shall occur between January 1 and no later than five (5) working days prior to the employees last scheduled work day. For twelve (12) month employees, "last scheduled work day" shall be June 30. An interim evaluation may be given at any time during the year. If in the opinion of the employee's supervisor, the services of an employee are unsatisfactory, the following procedures will be implemented:

- a. Conduct a conference with the employee, the Association's representative if the employee so requests, and the supervisor; inform the employee of the deficiencies; suggest how the services could be improved; inform the employee that the necessary improvements must be made within a specified number of working days, or that a recommendation will be made for dismissal or other action.
- b. On the date specified to the employee at the initial meeting, the employee will again be notified as to his progress. If the improvement is not satisfactory, a recommendation may be made for dismissal or other action and the reasons therefore upon request will be furnished to employee in writing. If satisfactory improvement has been made, the employee will be so advised.
- c. The procedures described above shall have no application to acts of flagrant misconduct (e.g. insubordination, criminal act, consumption of alcohol or intoxications while on duty, use of or being under the influence of narcotics or other unlawful substance while on duty and the like).

8.9 CLASSIFICATIONS

DURING THE FIRST YEAR OF THIS AGREEMENT, THE CLASSIFICATION REVIEW COMMITTEE SHALL DEVELOP AND ESTABLISH PROCEDURES FOR CLASSIFICATION REVIEWS. ANY RECOMMENDED PROCEDURES THAT MAY REQUIRE MODIFICATIONS TO THIS SECTION SHALL BE REFERRED TO THE BARGAINING TEAMS FOR BARGAINING.

- a. There are three kinds of classifications that are outlined below:
Reclassification, New Classification, and Classification 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 or an 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. Classification Review: Classifications are reviewed on an ongoing basis by the Classification Review Committee.

c. Process

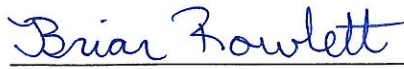
1. Reclassification: A reclassification form will be submitted to the Human Resources Director summarizing significant changes.
2. New Classification: Any new classifications will be created at the discretion of the Labor Management Team.
3. Classification Review: Classification reviews will be conducted by the Classification Review Committee on an ongoing basis per the following guidelines:
 - i. The classification review is constituted for the purpose of reviewing classification requests and maintaining current job descriptions in order to meet essential job duties, responsibilities, and legal requirements.
 - ii. The committee will be established by September 1 or each year.
 - iii. The committee shall be comprised of three (3) administrators and three (3) classified employees. 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.
 - iv. Members of the committee will have staggered three (3) year terms.
 - v. No person shall serve more than three (3) years on this committee in any five (5) year period.
 - vi. The committee will provide quarterly reports to the Labor Management Team.
 1. The Committee will set a staggered calendar schedule to

review job descriptions.

2. The Committee will establish the process for proposed changes to a job description.
3. The Committee will establish procedures for approval of proposed changes.
4. The Committee will establish a process to ensure proposed changes meet legal requirements for job description.
5. The Committee reports all recommendations to Labor Management Team for final approval.

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

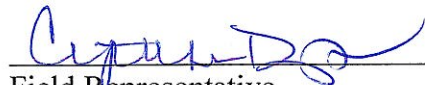
OREGON SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER NO. 15
OF JACKSON COUNTY



Chapter President

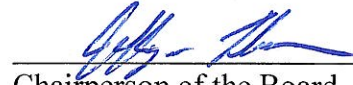


Negotiations Committee Chairperson



Field Representative

BOARD OF EDUCATION OF
SCHOOL DISTRICT 549C



Chairperson of the Board



Superintendent/Clerk



Appendix A **Medford School District 549C** **2014-2015 Classified Wage Schedule**

Step		Step		Step		Step		Step	
0	\$ 9.10 *	10	\$ 13.26	20	\$ 16.97	30	\$ 21.70	40	\$ 27.78
1	\$ 10.61	11	\$ 13.59	21	\$ 17.38	31	\$ 22.25	41	\$ 28.50
2	\$ 10.87	12	\$ 13.92	22	\$ 17.82	32	\$ 22.82	42	\$ 29.20
3	\$ 11.15	13	\$ 14.26	23	\$ 18.27	33	\$ 23.38	43	\$ 29.94
4	\$ 11.42	14	\$ 14.63	24	\$ 18.73	34	\$ 23.97	44	\$ 30.68
5	\$ 11.71	15	\$ 14.98	25	\$ 19.18	35	\$ 24.57	45	\$ 31.45
6	\$ 12.00	16	\$ 15.36	26	\$ 19.67	36	\$ 25.18	46	\$ 32.22
7	\$ 12.31	17	\$ 15.75	27	\$ 20.16	37	\$ 25.80	47	\$ 33.03
8	\$ 12.61	18	\$ 16.15	28	\$ 20.65	38	\$ 26.45	48	\$ 33.86
9	\$ 12.93	19	\$ 16.55	29	\$ 21.19	39	\$ 27.12	49	\$ 34.71

* Grade 0 is Oregon Minimum Wage

	Range		Range		Range
CLERICAL		INSTRUCTIONAL		FACILITIES	
Clerk II	2 13	Classroom Literacy Assistant	4 15	Custodian I	8 19
Receptionist	12 23	Early Reading Interventionist	4 15	Custodian II	12 23
Bookkeeper	14 25	Educational Tutor/Advocate	4 15	Groundskeeper	16 27
Secretary	14 25	CDC Assistant	8 19	Head Custodian/Elem	16 27
Office Assistant	16 27	Educational Support Staff	8 19	Head Custodian/MS	18 29
Accounting Clerk	18 29	Title Support Staff	8 19	Paint Specialist	20 31
Office Manager	20 31	Positive Attendance Support	12 23	Welding Specialist	20 31
Payroll Specialist	31 42	Educational Assistant	12 23	Locks Specialist	20 31
		ELL Educational Assistant	12 23	Carpentry Specialist	20 31
OPERATIONS		ELL Success Specialist	12 23	Electrical I Specialist	22 33
Multilith Op I	8 19	Special Educational Assistant	12 23	HVAC Specialist	22 33
Multilith Op II/Site	16 27	Media Center Assistant MS	12 23	Plumbing Specialist	22 33
Warehouse I	12 23	Media Center Assistant HS	13 24	Resource Conservation	22 33
Warehouse II	16 27	CDC Program Assistant	13 24	Electrical II Specialist	31 42
Purchasing Coordinator	20 31	Computer Lab Assistant	13 24		
		Media Center Technician	14 25		
TECHNICAL		Translator/Interpreter	17 28	Longevity Pay:	
Computer Technician I	20 31	Speech Language Assistant	23 34	Beginning with 9 years	\$ 0.42
Technical Support Specialist	20 31			Beginning with 14 years	\$ 0.83
Theatre Technican	22 33	SAFETY		Beginning with 18 years	\$ 1.24
Electronic Technician	23 34	CDC Monitor	4 15	Beginning with 22 years	\$ 1.72
Electronic Technician II	25 36	Campus Monitor I	4 15	Beginning with 26 years	\$ 2.09
Computer Programmer II	28 39	Campus Monitor III	16 27		
Computer Programmer III	34 45			Tiered Interpreter Rate	
Network Administrator	34 45			Tier II	\$ 0.30
				Tier III	\$ 0.60

IT On Call Weekly Stipend

\$120

5% Increase on Base Wages, 10% Increase on Longevity

Effective 1/1/2012 Employees Began Contributing 6% to PERS



Appendix A **Medford School District 549C** **2015-2016 Classified Wage Schedule**

Step		Step		Step		Step		Step	
0	\$ 9.10 *	10	\$ 13.66	20	\$ 17.48	30	\$ 22.35	40	\$ 28.61
1	\$ 10.93	11	\$ 14.00	21	\$ 17.90	31	\$ 22.92	41	\$ 29.36
2	\$ 11.20	12	\$ 14.34	22	\$ 18.35	32	\$ 23.50	42	\$ 30.08
3	\$ 11.48	13	\$ 14.69	23	\$ 18.82	33	\$ 24.08	43	\$ 30.84
4	\$ 11.76	14	\$ 15.07	24	\$ 19.29	34	\$ 24.69	44	\$ 31.60
5	\$ 12.06	15	\$ 15.43	25	\$ 19.76	35	\$ 25.31	45	\$ 32.39
6	\$ 12.36	16	\$ 15.82	26	\$ 20.26	36	\$ 25.94	46	\$ 33.19
7	\$ 12.68	17	\$ 16.22	27	\$ 20.76	37	\$ 26.57	47	\$ 34.02
8	\$ 12.99	18	\$ 16.63	28	\$ 21.27	38	\$ 27.24	48	\$ 34.88
9	\$ 13.32	19	\$ 17.05	29	\$ 21.83	39	\$ 27.93	49	\$ 35.75

* Grade 0 is Oregon Minimum Wage

	Range		Range		Range
CLERICAL		INSTRUCTIONAL		FACILITIES	
Clerk II	2 13	Classroom Literacy Assistant	4 15	Custodian I	8 19
Receptionist	12 23	Early Reading Interventionist	4 15	Custodian II	12 23
Bookkeeper	14 25	Educational Tutor/Advocate	4 15	Groundskeeper	16 27
Secretary	14 25	CDC Assistant	8 19	Head Custodian/Elem	16 27
Office Assistant	16 27	Educational Support Staff	8 19	Head Custodian/MS	18 29
Accounting Clerk	18 29	Title Support Staff	8 19	Paint Specialist	20 31
Office Manager	20 31	Positive Attendance Support	12 23	Welding Specialist	20 31
Payroll Specialist	31 42	Educational Assistant	12 23	Locks Specialist	20 31
		ELL Educational Assistant	12 23	Carpentry Specialist	20 31
OPERATIONS		ELL Success Specialist	12 23	Electrical I Specialist	22 33
Multilith Op I	8 19	Special Educational Assistant	12 23	HVAC Specialist	22 33
Multilith Op II/Site	16 27	Media Center Assistant MS	12 23	Plumbing Specialist	22 33
Warehouse I	12 23	Media Center Assistant HS	13 24	Resource Conservation	22 33
Warehouse II	16 27	CDC Program Assistant	13 24	Electrical II Specialist	31 42
Purchasing Coordinator	20 31	Computer Lab Assistant	13 24		
		Media Center Technician	14 25		
TECHNICAL		Translator/Interpreter	17 28	Longevity Pay:	
Computer Technician I	20 31	Speech Language Assistant	23 34	Beginning with 9 years	\$ 0.42
Technical Support Specialist	20 31			Beginning with 14 years	\$ 0.83
Theatre Technican	22 33	SAFETY		Beginning with 18 years	\$ 1.24
Electronic Technician	23 34	CDC Monitor	4 15	Beginning with 22 years	\$ 1.72
Electronic Technician II	25 36	Campus Monitor I	4 15	Beginning with 26 years	\$ 2.09
Computer Programmer II	28 39	Campus Monitor III	16 27		
Computer Programmer III	34 45			Tiered Interpreter Rate	
Network Administrator	34 45			Tier II	\$ 0.30
				Tier III	\$ 0.60

3% Increase on Base Wages, 0% Increase on Longevity

IT On Call Weekly Stipend \$120

Effective 1/1/2012 Employees Began Contributing 6% to PERS



Appendix A **Medford School District 549C** **2016-2017 Classified Wage Schedule**

Step		Step		Step		Step		Step	
0	\$ 9.10 *	10	\$ 13.93	20	\$ 17.83	30	\$ 22.80	40	\$ 29.18
1	\$ 11.15	11	\$ 14.28	21	\$ 18.26	31	\$ 23.38	41	\$ 29.95
2	\$ 11.42	12	\$ 14.63	22	\$ 18.72	32	\$ 23.97	42	\$ 30.68
3	\$ 11.71	13	\$ 14.98	23	\$ 19.20	33	\$ 24.56	43	\$ 31.46
4	\$ 12.00	14	\$ 15.37	24	\$ 19.68	34	\$ 25.18	44	\$ 32.23
5	\$ 12.30	15	\$ 15.74	25	\$ 20.16	35	\$ 25.82	45	\$ 33.04
6	\$ 12.61	16	\$ 16.14	26	\$ 20.67	36	\$ 26.46	46	\$ 33.85
7	\$ 12.93	17	\$ 16.54	27	\$ 21.18	37	\$ 27.10	47	\$ 34.70
8	\$ 13.25	18	\$ 16.96	28	\$ 21.70	38	\$ 27.78	48	\$ 35.58
9	\$ 13.59	19	\$ 17.39	29	\$ 22.27	39	\$ 28.49	49	\$ 36.47

* Grade 0 is Oregon Minimum Wage

	Range		Range		Range
CLERICAL		INSTRUCTIONAL		FACILITIES	
Clerk II	2 13	Classroom Literacy Assistant	4 15	Custodian I	8 19
Receptionist	12 23	Early Reading Interventionist	4 15	Custodian II	12 23
Bookkeeper	14 25	Educational Tutor/Advocate	4 15	Groundskeeper	16 27
Secretary	14 25	CDC Assistant	8 19	Head Custodian/Elem	16 27
Office Assistant	16 27	Educational Support Staff	8 19	Head Custodian/MS	18 29
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		Media Center Technician	14 25		
TECHNICAL		Translator/Interpreter	17 28		
Computer Technician I	20 31	Speech Language Assistant	23 34		
Technical Support Specialist	20 31				
Theatre Technican	22 33	SAFETY			
Electronic Technician	23 34	CDC Monitor	4 15		
Electronic Technician II	25 36	Campus Monitor I	4 15		
Computer Programmer II	28 39	Campus Monitor III	16 27		
Computer Programmer III	34 45				
Network Administrator	34 45				

Longevity Pay:

Beginning with 9 years	\$ 0.42
Beginning with 14 years	\$ 0.83
Beginning with 18 years	\$ 1.24
Beginning with 22 years	\$ 1.72
Beginning with 26 years	\$ 2.09

Tiered Interpreter Rate

Tier II	\$ 0.30
Tier III	\$ 0.60

2% Increase on Base Wages, 0% Increase on Longevity
Effective 1/1/2012 Employees Began Contributing 6% to PERS

IT On Call Weekly Stipend \$120

APPENDIX B

Protected Base Employees

In 2009-2010, less than twelve-month employees hired prior to July 1, 2009, were placed on the 2009-2010 wage schedule at the lowest grade not less than the employee's 2008-09 hourly wage. This rate became the protected base.

1. The employee's 2008-09 vacation pay was calculated at an hourly value and added to the protected base. This combined hourly rate will remain until the protected base amount surpasses it.
2. Employees will qualify for wage increases thereafter.
3. Employees will continue to receive their remaining steps.