## MEMORANDUM OF UNDERSTANDING Between Three Rivers School District and Oregon School Employees Association, Chapter No. 22

Whereas the Three Rivers School District, hereinafter referred to as "District" and the Oregon School Employees Association Chapter No. 22, hereinafter referred to as "Association" have a collective bargaining agreement in effect July 1, 2022, to June 30, 2025. This Memorandum of Understanding will be in effect beginning July 1st 2023 through June 30th 2024.

And whereas the following language will be added:

Article 16 - Leaves of Absence

## **Oregon Paid Leave:**

- Starting on September 1, 2023, Employer shall pay a maximum amount set by ORS 657B.150 contributions to the Oregon Paid Family Medical Leave Insurance as an employer-provided benefit. For 2023, the District will contribute the employer portion of 0.4% of employees' gross wages. Should these percentages increase in subsequent years, the District will continue to pay the required contributions set by ORS 657B.150 Should the district contribute to the .6% employee portion of the 1% Paid Family Medical Leave benefit for any other employee group (i.e. administrative, managerial, confidential, licensed) for the 2023-2024 contract year, then the classified bargaining unit shall receive the same percentage contribution toward their employee portion of the Paid Family Medical Leave obligation.
- 2. An Employee who receives a benefit under Paid Family Medical Leave Insurance may elect to use accrued leave to make up the difference between their benefits and their normal salary/wage. Upon receiving written notice of such an election, the Employer shall deduct and apply the number of accrued sick leave or any other paid leave types including the use of vacation hours necessary to ensure that the employee receives their normal salary/wages. The requesting Employee will provide the necessary information related to the leave granted under Paid Family Medical Leave Insurance to facilitate the Employer's deduction and application of the appropriate leave hours.
- 3. While receiving PFMI benefits, the District will continue to provide all District-provided insurance benefits (e.g., health insurance) and continue to pay any contributions required by the collective bargaining agreement. Any required employee contributions towards those benefits will be the responsibility of the Employee for remitting their portion pursuant to Payroll requirements for continuation of these benefits.
- 4. Employees' seniority will continue to be credited during any leave covered by the Act. However, an employee's probationary period will be adjusted proportional to their PFMI use if the period of PFMI leave exceeds two weeks to ensure adequate observation time for the District to evaluate suitability for regular status.

Therefore, the District and the Association have reached a mutual agreement and wish to reduce it to writing.

This Memorandum of Understanding will revise the language in the aforementioned contract, Article 16, to add 16. 9. Oregon Paid Leave.

Any provisions of the parties' collective bargaining agreement not expressly modified by this memorandum of agreement shall remain in full force and effect.

This Memorandum of Understanding expires after June 30, 2024. The parties will re-open this agreement for contract year 2024-2025.

Any disputes regarding an alleged violation or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the collective bargaining agreement between the parties.

This Memorandum of Agreement shall become effective upon signature of the parties and ratification by OSEA members.

Chairman, Board of Directors Three Rivers School District Date

**OSEA** President

Date

Superintendent Three Rivers School District Date

OSEA Field Representative

Date

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