

ARTICLE 19 - COMPENSATION/RELATED MATTERS

- 19.1 Compensation. The compensation schedules for ~~2018-19, 2019-20, 2020-21~~ 2022-23 and 2023-24 and 2024-25 and ~~the reopener for years four of this Agreement~~ are contained in the attached Appendix A. The District and the Association recognize that the District may need to increase hourly wages due to labor market conditions. Any District proposal to increase wages will be subject to the parties' duty to bargain.
- 19.2 Initial Placement. At the time of the first hiring of an employee, the District shall designate the proper placement of the individual on the appropriate salary/wage schedule based on the employee's experience, qualification, and other relevant pay equity factors.
- 19.3 Step Advancement in Grade. The advancement of all employees who are qualified to be advanced, and who have been employed prior to January 1, shall be effective on the first day of the employee's work year except as provided in Appendix A.
- 19.4 Compensation When Accepting a Position in a Different Classification. In accordance with Oregon pay equity law, an employee accepting a position in a different classification shall be placed on the step that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.
- 19.5 Involuntary Demotions. Involuntary demotions may occur for poor or unacceptable work or for other reasons. An employee involuntarily demoted to a lower classification shall be placed on the step in the lower classification pay grade that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.
- 19.6 Working Out of Range
- 19.6.1 Within Bargaining Unit
- Any employee assigned by an authorized administrator to perform substantially the same duties of a higher-paid position within the classified bargaining unit for more than five (5) consecutive working days shall be considered to be working out of range. An employee so assigned shall be paid on the higher classification range, at the step level rate next above their present rate of pay or two and one-half percent (2.5%), whichever is higher, retroactive to the first day. Employees will receive training and required equipment for any additional responsibilities. An employee temporarily assigned by an authorized administrator to perform substantially the same duties of a higher-paid position for thirty (30) or more consecutive calendar days shall be paid based on the step in the higher classification pay grade that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.
- 19.6.2 Outside Bargaining Unit
- Employees who agree to perform the duties and responsibilities of a ~~D~~ district position not in the Association bargaining unit shall be eligible for a temporary pay adjustment increase up to ten percent (10%) or be placed on the salary schedule of the position. The employee shall be eligible for professional training leave under section 13.9 and the terms of the leave shall be as provided in Article 14 except that three (3) consecutive years of ~~D~~ district employment is not required for a long duration leave.
- 19.7 Call Back
- 19.7.1 Minimum Time Paid. Any employee who has left work after completing their regular working day and who is subsequently called back to the District or who is called back to the District on a Saturday or Sunday, shall be paid a minimum of two (2) hours for the work for which they are called back.
- 19.7.2 Mileage. An employee who has left work after completing their regular working day and who is subsequently called back to the District to work shall be paid mileage at the rate paid ~~D~~ district administrators for miles traveled between the employee's home and the assigned work place to which the employee is required to report, but in no event shall the distance reimbursed be more than thirty-two (32) miles for each occurrence. Employees called to work on Saturday or Sunday are eligible to be paid for mileage under this provision unless they are regularly assigned to work on those days.
- 19.7.3 Travel Time. An employee who has left work after completing their regular working day and who is subsequently called back to the District to work shall be compensated for the reasonable travel time between

employee's residence and the assigned work place to a maximum of not more than the time to travel thirty-two (32) miles for each call back.

19.8 Show Up Pay. The provisions of Section 12.1.4 apply to any employee reporting for assigned work hours.

19.9 ~~Longevity Pay. Employees will receive a lump sum longevity payment as provided below in addition to longevity step compensation described in Appendix A.~~

~~19.9.1 On the fifteenth (15th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to three percent (3%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed five hundred dollars (\$500.00).~~

~~19.9.2 On the twentieth (20th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to five percent (5%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed one thousand dollars (\$1,000.00).~~

~~19.9.3 On the twenty fifth (25th) anniversary of their date of hire, employees will receive a one-time longevity payment of fifteen hundred dollars (\$1,500.00).~~

19.9.10 Travel Allowance. All classified employees who are required, in the course of their work, to drive personal vehicles to conduct authorized school business shall be paid mileage at the prevailing IRS rate. Examples of activities which do not qualify as authorized school business are travel to another duty station established at the written request of the employee, and attendance at workshops when attendance is voluntary.

19.10.11 Payroll Matters

19.11.1 Formula

The base payroll formula for all but student attendance day employees is the sum of the number of paid contract days x the employee's scheduled hours x the employee's hourly rate, divided by ~~twelve (12)~~ checks. For the period of this Contract, food service employees working student attendance days only will be paid on this basis, but will receive ~~ten (10)~~ checks rather than ~~twelve (12)~~. Variances in time worked that affect pay will be recorded on and paid according to a timesheet.

Transportation employees working student attendance days only will be paid based on a timesheet method over 10 months.

Add on assignments will be paid on a timesheet basis.

19.10.11.2 Payroll Cut-off

When feasible, payroll cutoff will not occur prior to the fifteenth (15th) of the month. However, the District may modify the payroll cutoff date when, in the District's judgment, such modification is appropriate to facilitate conduct of the District's business. Paychecks will be deposited or mailed on the last business day of the month.

19.10.11.3 Final Paycheck

An employee who quits or resigns with five (5) days' written notice to Human Resources will be provided their final paycheck within five (5) days of employment termination. An employee who quits without such written notice to Human Resources will receive their final paycheck within ~~twenty (20)~~ days of employment termination. When the District discharges an employee, payment will be made within five (5) days. Payment may be made by mail, picked up by the employee, or by direct deposit depending on the circumstances. "Days" in the is Article means business days.

19.11.12 Professional Education Program

19.12.1 A Professional Education Program (PEP) Fund for classified employees will be implemented. The program will include job-related training activities, tuition reimbursement, registration or materials costs, and conferences and workshops which may be offered through the District.

The District provides fifteen thousand dollars (\$15,000.00) each fiscal year for employee-initiated professional development for members. ~~For the 2021-22 school year only, the district will contribute an additional \$15,000 for the PEP program.~~

19.11-12.2 The Joint Labor Management (JLM) committee will meet to establish goals, review account balances provided by the classified benefits coordinator, and set written guidelines for the administration of funds, including the distribution of funds and changes to reimbursement levels. Periodic meetings will be held to carry out such activities. JLM recommendations and/or decisions shall be neither grievable nor arbitrable.

19.213 Tools and Uniforms

19.12-13.1 Tool Allowance. Following each fiscal year, the District shall pay in July an amount up to twenty percent (20%) of the total cost of tools as determined by the District's schedule of cost for mechanics and maintenance employees, and which are required by the employee for use in their employment with the District. This sum is to compensate the employee for the replacement of their tools.

19.12-13.2 Proration of Tool Allowance. The amount of tool allowance paid to those individuals who begin employment after July 1 but prior to January 1, or who have extended leaves of absence, exclusive of paid vacation or sick leave, in excess of twenty-one (21) working days during the fiscal year shall be paid an amount equal to fifteen percent (15%) of the total cost of tools as determined in 19.13.1 above.

19.12-13.3 Shoe Clothing Allowance. The district will ~~will~~ shall provide an annual allowance of one hundred and fifty dollars (\$150) for all ~~food~~ staff required to wear ~~nonslip shoes~~ safety equipment not provided by the district (nonslip shoes, steel toe boots ...) while on the job and who are employed as of September 15. Payment will be made in the September paycheck. New hires will receive the allowance in their employee's first paycheck after hire.

19.12-13.4 Laundry Service. Each year the District shall provide laundry service for ~~D~~ district-furnished Transportation and Maintenance Department uniforms.

19.12-13.5 Exceptions to Tool Allowances. Individuals leaving employment of the District before completing the full year shall have the allowance paid in their final paycheck.

19.13-14 Certificates, Licenses, and Physicals

The ~~D~~ district shall pay the cost of any employee's special license and qualification test fees beyond those for the basic license required by the State of Oregon for the employee to perform their job with the District. Each employee shall obtain and maintain in good standing at their own expense all other certificates and licenses required by law as a condition of their employment, except that the District shall pay the cost of any physical examination requested by the District or required by the law for the employee to maintain their license to carry on their occupation with the District on the condition that the physical examination shall be given by physicians designated by the District.

~~19.15 The District shall make a monthly District-paid tax sheltered annuity (TSA) contribution. The District-paid TSA contribution amount will be one and three quarters percent (1.75%) of the employee's monthly bargaining unit position(s) wages. To be eligible for the District-paid TSA contribution, the employee must contribute point seven five percent (.75%) of the employee's monthly bargaining unit position(s) salary and complete the following necessary steps:~~

~~19.15.1 Set up a TSA account with one of the three authorized District providers. This must be completed prior to Step 2.~~

~~19.15.2 Complete the District TSA contribution form which is available in Financial Services or on the financial services website.~~

~~19.15.3 Return the completed District form to the District Financial Services Department. Completed forms received by the 15th of a month will be processed for payment the same month.~~

APPENDIX A COMPENSATION SCHEDULES AND REOPENER

Pay Schedules and Cost of Living Adjustments:

The pay schedules in Appendix A describe the pay rates for all bargaining unit members. Effective July 1, 2021, a cost of living increase of two percent (2.0%) shall be applied to the classified salary schedule; provided, however, said increase shall not apply to summer seasonal positions during the summer 2021.

On a one-time, non-precedent setting basis, all classified employees employed by the district on the date this Agreement is ratified by members will earn one thousand dollars for that week. Payment will be made in the September 2021 payroll.

Grades 1—3 will be deleted from salary schedule. The FSA 1 classification will be placed on grade 4. During 2021-22, either party may demand to bargain the pay grades for the following classifications: custodians, custodial maintenance coordinator I, and lead custodians; bargaining shall be on an expedited basis.

The pay schedules in Appendix A describe the pay rates for all bargaining unit members. Effective July 1, 2022 the scale will be based on a \$18.00 base wage. Based on the lowest wage, all steps will increase by five dollars and fifty two cents (\$5.52).

During the 2023-24 and 2024-25 school year, wages across all classifications shall be increased by the average of the twelve monthly percentage increases reported in the CPI-W. West from February though January with a minimum of 4% and a maximum of 7%.

New longevity steps will be added at fifteen (15), twenty (20), twenty five (25), thirty (30) and thirty five (35) and will be increases of five percent (5%)

Sped EA and Fuel Ed EA moved to Grade 10

ARTICLE 20 - RETIREMENT

20.1.1 — Pre-Retirement Program

The District shall provide time off with pay to classified employees eligible for retirement to attend District sponsored pre-retirement programs. The participants shall be furnished information materials at District expense. The District shall consult with the Association about the content of the program.

20.1.2 — Retirement Benefits

Employees retiring from PERS service, who retire from the District after ten (10) consecutive years of regular employment with the District and meet the PERS requirements for receiving the system's regular retirement benefits (i.e., Tier One age 58, Tier Two age 60 or OPSRP age 65 or an earlier age with 30 years of PERS service), will receive a lump sum payment. The amount of the payment will be two thousand five hundred dollars (\$2,500.00) for an employee with ten (10) consecutive years of regular District employment, three thousand dollars (\$3,000.00) for an employee with fifteen (15) such years, three thousand five hundred dollars (\$3,500.00) for an employee with twenty (20) such years, four thousand dollars (\$4,000.00) for an employee with twenty-five (25) such years, and four thousand five hundred dollars (\$4,500.00) for an employee with thirty (30) or more consecutive years of regular employment with the District.

20.1.2.1 — OPTION TWO: An employee eligible for the lump sum payment in Article 20.1.2 who retires on or before June 30, 2023 may, in lieu of the lump sum payment, elect a District paid monthly contribution shall be three hundred seventy-five dollars (\$375.00). During the term of this contract, the District and Association agree to the use of the insurance reserve fund in section 17.6 in the amount of twenty-five (\$25.00) per month as additional dollars for retiree insurance unless the JBC agrees to change the amount contributed from the insurance reserve fund. Under no circumstances will the District make premium payments for an employee's spouse who reaches sixty-five (65) years of age or qualifies for Federal Social Security Medicare coverage, whichever occurs first. However, if the employee qualified for a District paid insurance contribution under section 20.3.6.2 or under section 20.3.7.3, then the thirty-six (36) months of eligibility for the District insurance contribution shall be tolled until the month following termination of the re-employed retired employee. If an eligible employee waives the District retiree insurance program, then the District's insurance contribution will not be made during the term of the waiver. The District and the classified insurance reserve fund will not make any contributions to an employee or spouse under the terms of this paragraph after June 30, 2026. Article 20.1.2.1 expires at midnight on June 30, 2026.

20.1.2.2 — OPTION THREE: An employee fifty-seven (57) years or older who has ten (10) or more consecutive years of regular employment, see section 20.1.2, with the District who meets all the requirements of 20.1.2 except for being eligible for the regular PERS retirement benefit, and who retires on or before June 30, 2023, may choose to have the District monthly insurance contribution of three hundred and seventy-five (\$375.00) plus twenty-five (\$25.00) from the reserves paid in any consecutive monthly period from retirement to the earlier of age sixty-five (65) or June 30, 2026 in an amount not to exceed the monthly district contribution for that year or prorated in a lesser monthly amount not to exceed the total benefit which is equal to the district monthly contribution for the year of retirement times thirty-six (36). The District and the classified insurance reserve fund will not make any contributions under the terms of this paragraph after June 30, 2026. Article 20.1.2.2 expires at midnight on June 30, 2026.

————— As a result of the sunset of the above referenced section, Article 20.1.6 (Medicare Carve Out) and Article 20.2.2 (benefits for estate of deceased retiree electing Option 2) will expire on June 30, 2026; at that time, the obligation of the District and the classified insurance reserve fund to make contributions as provided in this paragraph will cease, and no other contributions under the terms of Article 20.1.6 will be made.

20.1.3 — Determination of Continuous Employment. Employees on District approved unpaid leave of absence or temporary staff layoff shall not lose credit for the purpose of determining eligibility for retirement benefits, for employment prior to such leave or temporary layoff. However, these periods of absence or layoff shall not be credited toward the required minimum years of employment necessary to qualify for retirement benefits under Section 20.1.2.

~~20.1.4 Retirement While on Leave. An employee on official leave for reasons of health who is determined to be permanently disabled while on such leave and who otherwise meets eligibility requirements, shall also be entitled to retirement benefits if they meet the disability requirements of the District-sponsored long-term disability program. When the insurance company or other regulations are not applicable for determining eligibility, the District may require a physical examination or other evaluation to determine such eligibility.~~

~~— An eligible permanently disabled employee who elects to receive the lump-sum option 20.1.2.1 must take the retirement pay at the time the permanent disability begins.~~

~~20.1.5 Reinstatement. If, after a withdrawal of all or part of the benefits provided in this Article, an employee returns to regular employment with the District, the employee may reinstate their accumulated years of service if, within the first year of reemployment, they repay the District in a lump-sum the exact amount paid out by the District to provide the retirement benefits of the employee plus eight percent (8%) interest. Employees who choose not to purchase prior years of service shall have their future eligibility for the retirement benefit plan determined exactly as for a new employee, from the date of reemployment.~~

~~20.1.6 Medicare Carve Out.~~

~~— If the retired employee or the retired employee's spouse or domestic partner qualifies for federal Social Security Medicare coverage prior to age sixty-five (65) because of a disability while covered under the District's insurance plan then the following will apply unless changed by the Joint Benefits Committee:~~

~~For retirees who lose district insurance eligibility prior to age sixty-five (65), the Classified Insurance Reserve fund will reimburse the cost of Medicare Parts A and B, and Oregon PERS supplemental Medicare coverage. The total reimbursement will not exceed the amount of, or duration of, the normal district retiree insurance contribution. In addition, an eligible spouse/domestic partner or eligible dependent(s) are eligible for the normal benefit and duration of the district retiree contribution toward insurance on the district retiree plan.~~

~~For retirees whose spouse or domestic partner loses district insurance eligibility prior to age sixty-five (65), the Classified Insurance Reserve fund will reimburse the cost of Oregon PERS supplemental coverage, or if ineligible for PERS coverage, another supplemental Medicare plan. The reimbursement will not exceed the amount of, or duration of, the normal district retiree contribution. The retiree will retain eligibility for their normal district retiree contribution.~~

~~The disabled parties will retain eligibility to use the 4J Wellness Clinic for the duration of the period of eligibility for the district retirement benefit.~~

20.1 Supplemental Retirement Benefits

The district will provide two supplemental retirement plans for eligible employees. An employee hired and employed the classified bargaining unit prior to July 1, 1998 and continuously a classified bargaining unit member until the date of retirement from District employment, is eligible for Supplemental Retirement Plan A. A classified bargaining unit member hired and employed on or after July 1, 1998, is eligible for Supplemental Retirement Plan B. A employee who elects supplemental retirement must provide the district with at least sixty (60) days advance notice of retirement. Notice may be revoked or waived with District consent.

20.1.1 RETIREMENT PLAN A: The District shall offer to Plan A eligible employees a supplemental retirement program which will provide the employee with a monthly stipend through the month the employee turns age sixty two (62) and an insurance contribution through the month preceding the month the employee turns Medicare eligible by age.

a. ELIGIBILITY. A employee is eligible to participate in the Section 20.1 supplemental retirement Plan A with:

1. Ten (10) years of service in the district and fifty-eight (58) years of age or more; or

2. Ten (10) years of service in the district and thirty (30) years or more participation in PERS regardless of age. Participation in PERS includes years purchased from PERS from military service.

b. NOTIFICATION.

1. By April 1st, an employee must give the District Human Resource Department a written commitment which specifies a retirement date if they intend to retire during the period from April 1st through November 15th. If employees provide this commitment by April 1st, they shall be advanced two payments of the monthly supplemental retirement stipend in the first month following termination from the district. If employees do not provide this commitment by April 1st and retire during the period from April 1st through November 15th, the employee shall not be paid the monthly supplemental retirement stipend or the district insurance contribution during the first two months following retirement.

c. MONTHLY STIPEND. The amount and maximum number of the monthly stipends are specified in the table below. Years in PERS is the number of service years in PERS at the date of District retirement.

<u>Age of Retirement</u>	<u>Years in PERS</u>	<u>Max. No. of Monthly Stipends</u>	<u>Monthly Stipend Amount</u>	<u>Max Stipend Amount</u>
<u>55 or fewer years</u>	<u>30</u>	<u>84</u>	<u>\$400</u>	<u>\$33,600</u>
<u>56</u>	<u>30</u>	<u>72</u>	<u>\$400</u>	<u>\$28,800</u>
<u>57</u>	<u>30</u>	<u>60</u>	<u>\$400</u>	<u>\$24,000</u>
<u>58</u>	<u>10 or more</u>	<u>48</u>	<u>\$450</u>	<u>\$21,600</u>
<u>59</u>	<u>10 or more</u>	<u>36</u>	<u>\$450</u>	<u>\$16,200</u>
<u>60</u>	<u>10 or more</u>	<u>24</u>	<u>\$450</u>	<u>\$10,800</u>
<u>61</u>	<u>10 or more</u>	<u>12</u>	<u>\$450</u>	<u>\$5,400</u>

d. EARLY OUT OPTION. A employee between age fifty-three (53) and fifty-eight (58) with ten (10) years in the district is eligible for the Early Out Option without attaining thirty (30) years participation in PERS. The Early Out Option is available to bridge an employee to their earliest eligibility date which is either at age fifty-eight (58) or attaining thirty (30) years in PERS before age 55. The maximum total stipend amount a unit member can receive is determined by their age at earliest eligibility under the regular supplemental retirement program. (See table above, Section 10.1.1.c.) The monthly stipend amount is the maximum amount divided by the number of monthly payments to age sixty-two (62).

e. PAYMENT UPON DEATH. In the event of a employee's death, the remaining balance of the monthly payments shall be paid to the estate of the employee.

f. RETIREE MEDICAL INSURANCE: A employee is eligible for the district's retiree insurance plan and District contribution toward that plan until they qualified for Medicare coverage at age sixty-five (65) or due to Social Security Disability prior to age 65. Their spouse, domestic partner, and/or dependents are eligible for coverage until that date. If the retired employee or the retired employee's spouse or domestic partner qualifies for federal Social Security Medicare coverage prior to age 65 because of a disability then, as determined by the Joint Benefits Committee, the retired employee or the retired employee's spouse or domestic partner will be eligible to receive a monthly reimbursement amount, from the insurance reserves, not to exceed the amount of the District's retiree monthly insurance contribution, to be used to purchase the Oregon PERS supplemental Medicare coverage plan or, if ineligible for PERS coverage, to purchase another supplemental Medicare coverage plan.

1. For employees who retire in 2022-23, 2023-24 or 2024-2025 the district's total contribution for employee and spouse retiree medical insurance program shall be determined by multiplying 0.56 (fifty-six hundredths) times the amount of the district's contribution for insurance listed in Section 17.1. The district's contribution amount shall be per retired employee per month effective October 2023, October 2024, and October 2025.

2. In the event employee and spouse retiree medical insurance costs exceed the district's total monthly contribution, the excess costs will be paid by the retired employee.

3. In the event of the employee's death prior to both the Social Security full retirement age and coverage under Medicare, the District, if the spouse of the employee is at the time of the employee's death not covered by Medicare, shall pay monthly contributions incident to covering such spouse under the District's medical insurance program until such time as the employee would have reached Medicare eligibility at age 65. If the deceased employee's spouse or domestic partner qualifies for federal Medicare coverage prior to age 65 because of

a disability, then, as determined by the Joint Benefits Committee, the retired employee's spouse or domestic partner will be eligible to receive a monthly reimbursement amount, from the insurance reserves, not to exceed the amount of the District's retiree monthly insurance contribution to be used to purchase the Oregon PERS supplemental Medicare coverage plan or, if ineligible for PERS coverage, to purchase another supplemental Medicare coverage plan.

4. If the retired employee's spouse/domestic partner is not yet eligible for Medicare when the retired employee becomes or would have become Medicare eligible at age sixty-five (65), and is no longer eligible for the District's insurance plan(s), the District will offer the spouse/domestic partner the option of continuing on the District's plan until they are Medicare eligible. No District contribution will be made toward that continued coverage. In the event that the district is not a member of an insurance trust and the above retiree's spouse/domestic partner's participation can negatively impact claims experience, this section can be re-negotiated upon request of the District or Association.

5. The insurance carrier for the district's retiree medical insurance program will be determined as provided in Article 17.

g. The number of months of District retiree insurance contribution is 120 or fewer depending on the employee's earliest date of eligibility for the early retirement benefits under Section 20.1. For example, if a employee is eligible for the early retirement benefit at an age younger than 55 years with 30 or more years of service in PERS, the employee would be eligible for 120 months of the district insurance or until Medicare eligibility age 65, whichever is earliest. If this employee was age 53 at retirement, then the employee could divide the total value of 120 x dollars of the district monthly insurance contribution by 144 to get the monthly amount of the District insurance contribution from retirement at age 53 to age 65. The monthly amount will be determined based on the percentages listed below.

**Eligible to retire at age 55 with
30 years in PERS**

Age at Retirement				% Dist Cont
Years	Months	Years	Months	
51	0			71%
51	1	to 51	6	74%
51	7	to 52	0	77%
52	1	to 52	6	80%
52	7	to 53	0	83%
53	1	to 53	6	87%
53	7	to 54	0	91%
54	1	to 54	6	96%
54	7	(or over)		100%

**Eligible to retire at age 58 with
less than 30 years in PERS**

Age at Retirement				% Dist Cont
Years	Months	Years	Months	
53	0			58%
53	1	to 53	6	61%
53	7	to 54	0	64%
54	1	to 54	6	67%
54	7	to 55	0	70%
55	1	to 55	6	74%
55	7	to 56	0	78%
56	1	to 56	6	82%
56	7	to 57	0	88%
57	1	to 57	6	93%
57	7	(or over)		100%

20.2

- a. Employees hired on or after July 1, 1998 are eligible for the Plan B Supplemental Retirement benefits. The district will begin paying the Plan B benefit under the terms of this Section after January 1, 1999 as part of an eligible employee's monthly salary payment. The district will make the monthly TSA payment to a TSA company selected from the District list of TSA companies retroactive to the first month of eligibility when a employee has submitted a completed and executed District TSA enrollment form to the District Payroll Department within three months of initial eligibility. The employee will maintain the TSA form required by the district. If a employee has not submitted a completed and executed form selecting a TSA company within three months of the employee's initial eligibility for the District TSA payment, the employee may complete the TSA enrollment form at a later date; in such a case, the District will make the monthly TSA contribution for that employee prospectively and will make a one-time contribution to the employee's TSA account equivalent to three monthly TSA contributions.
- b. The District monthly TSA contribution will be \$50 for the first two years of a employee's eligibility for the Plan B TSA contribution. The district monthly TSA contribution will increase as follows for future years of eligibility:
 1. Third year of eligibility - \$75
 2. Sixth year of eligibility - \$100
 3. Tenth year of eligibility - \$150
 4. Thirteenth year of eligibility - \$175
- c. A employee who PERS or OPSRP retires from the District and who received the Plan B TSA contribution will have the opportunity to participate in the District's retiree medical insurance program on a self-pay basis until they qualify for Medicare or due to Social Security Disability. The retired employee's spouse / domestic partner may participate in the district's retiree medical insurance program on a self-pay basis subject to the eligibility terms in section 10.1.1.f4 above.
- d. The following provisions apply when a TSA provider leaves the market such that an employee enrolled with that provider has an interruption in District TSA contributions:
- e. If contributions are interrupted between August 1 and November 15 of any given year, the employee may enroll with a new provider by November 15 of that year and submit the required form to the District, and the District will make retroactive contributions for the month(s) during which contributions were interrupted. If contributions are interrupted between November 16 and July 31, the employee may select a new provider and submit the required form to the District, and the District will make prospective contributions.

20.23 Death Benefits

20.2.1 Benefits Upon Death of Active Employee

If an employee dies while employed by the District, the District shall pay the employees estate an amount equal to the employees earned vacation. In addition the District will, for two (2) years from the date of the employees death, provide the same contribution for medical insurance coverage for the eligible members of the deceased employee's family as is provided for eligible members of the families of current employees. If the District's insurance carrier excludes any member or members of the family from coverage, the District shall not be obligated to provide the benefit for the excluded member or members.

- 20.2.2 The estate of a deceased person who had been an eligible employee for Option Two (Section 20.1.2.2) or Option Three (Section 20.1.2.3) and if the spouse of the employee is not covered by Medicare at the time of the employee's death, the District shall pay monthly premiums incidental to covering such spouse under the District's Retiree Insurance Program until such time as the employee would have exhausted their eligibility for the provision, or the employee's spouse reaches age sixty-five (65), or the employee's spouse becomes covered by Medicare, whichever occurs first.

20.34 Reemployment of Retired Employees

- 20.-34.1 The District can reemploy PERS retired District employees (rehired employee) under the following terms and conditions:
- 20.-34.2 Any reemployment following retirement is a hiring decision made at the discretion of the District. The rehired employee's working conditions are subject to the terms of this ~~Agreement~~-Contract except as superseded by the terms and conditions listed below.
- 20.-34.3 A rehired employee is solely responsible for monitoring their PERS maximum hours of reemployment and complying with any break in service requirements.
- 20.-34.4 There are two categories of rehired employees:
- 20.3.4.1 Reemployment in the same position with continuing rights to the same seniority and pay level (20.3.5), or
- 20.3.4.2 Reemployment as a new District employee in a vacant classification position with employment rights as a newly hired member of the bargaining unit (20.3.6).
- 20.-34.5 The terms and conditions for a rehired employee who is reemployed in the same position with continuing rights to the same seniority and pay level are:
- 20.-34.5.1 The rehired employee retains their seniority at time of retirement for the balance of the District fiscal year in which the employee retired. After the end of the fiscal year, the rehired employee has no seniority nor any other rights under the terms of Article 24 - Reduction in Force and Recall. ~~Exception: A transportation employee in a position which uses department seniority to assign work shall continue in the same position and route during the second fiscal year, provided, however, this exception shall sunset on July 1, 2022.~~
- 20.-34.5.2 The rehired employee continues the same right to compensation and District insurance contribution as before retirement.
- 20.-34.5.3 The rehired employee's sick leave balance is deleted as of the retirement date. Up to 80 hours of previously accrued but unused sick time shall be restored if an employee is reemployed within 180 days of retirement.
- During the reemployment term the employee earns sick leave as provided in Article 13.1.2. On termination of employment unused sick leave has no value.
- 20.-34.5.4 The rehired employee must work all the hours of the position, and the District cannot create a part-time position specifically for a rehired employee unless the Association and the District agree on creating a special position.
- 20.-34.6 The terms and conditions for a rehired employee who is reemployed in a vacant position in any classification with the rights of a new employee are:
- 2034.6.1 The rehired employee must be employed as an external applicant for a posted position.
- 20.-34.6.2 The employment of the rehired employee is at the District's discretion.
- 20.-34.6.3 The rehired employee has all the rights and responsibilities as any new employee under the terms of this ~~Agreement~~-Contract. For example, the employee's seniority rights under the terms of Article 24 begin with the date of rehire after retirement and no previous seniority is credited; the rehired employee has a ~~seven month~~ 90 work day probationary period.
- 20.-34.6.4 The rehired employee's leave account balances prior to retirement are deleted. Up to 80 hours of previously accrued but unused sick time shall be restored if a retired employee is reemployed within 180 days of retirement. During the reemployment term the employee earns sick leave as provided in Article 13.1.2. Any sick leave accumulated during the term of the employee's employment has no value upon termination of employment.

20.~~34~~.6.5 A rehired employee is only eligible for supplemental retirement benefits under Article 20 that the employee would have received at the date of their first retirement.

20.~~34~~.6.6 A rehired employee considering retirement may apply as an external applicant for a position which would begin after the employee's retirement.

ARTICLE 17 - INSURANCE BENEFITS

17.1 Establishing Eligibility

17.1.1 An employee who is in a paid status for fifty percent (50%) or more of their regular work days between the sixteenth (16th) of one month through the fifteenth (15th) of the following month, shall be eligible for the insurance benefits and premium payments as provided for herein.

17.1.2 Employees working seven (7) or more hours
The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of seven (7) hours per day will be ~~eleven hundred and thirty five~~ one thousand three hundred and twenty dollars (~~\$1135.00~~ \$1320.00) for the period October 2024~~2~~ through September 2022~~3~~. One thousand three hundred and fifty dollars (\$1350.00) for the period October 2023 through September 2024. One thousand three hundred and eighty dollars (\$1380.00) for the period of October 2024 through September 2025.

17.1.3 Six (6) to less than seven (7)-hour employees
The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of six (6) hours but less than seven (7) hours per day will be ~~nine hundred and eighty~~ eleven hundred and thirty five dollars (~~\$980.00~~ \$1135.00) for the period October 2024~~2~~ through September 2022~~3~~. Eleven hundred and sixty five dollars (\$1165.00) for the period October 2023 through September 2024. Eleven hundred and ninety five dollars (\$1195.00) for the period of October 2024 through September 2025

17.1.4 Four (4) to less than six (6)-hour employees
The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work at least four (4) but less than six (6) hours per day will be ~~seven hundred and fifty~~ eight hundred sixty five dollars (~~\$750.00~~ \$865.00) for the period October 2024~~2~~ through September 2022~~3~~. Eight hundred ninety five dollars (\$895.00) for the period October 2023 through September 2024. Nine Hundred twenty five dollars (\$925.00) for the period of October 2024 through September 2025

17.1.5 The District will continue its insurance contribution for school year employees who are laid off during their work year and twelve-month (12) employees through the month following the month the employee receives notice of a layoff.

17.2 Bargaining unit members who are eligible to receive a district contribution toward insurance may choose to opt-out of the district insurance program and in lieu of the insurance contribution receive a monthly stipend of fifty percent (50%) of the employee's district insurance contribution or five hundred dollars (\$500) whichever is greater, subject to all applicable tax. This amount shall be prorated for members who are less than 1.0 FTE. In order to opt-out, bargaining unit members must provide proof of other medical coverage. Members will only be allowed one (1) opportunity annually during open enrollment to opt-out. The opt-out decision must be made annually and once made cannot be revoked unless the other medical coverage is lost.

17.23 Long-Term Disability Insurance. The District shall provide a Long-Term Disability Insurance Program.

17.34 Employees on Unpaid Leave. See Section 14.

17.45 Section 125 Flexible Spending Accounts

Employee expanded use of section 125 flexible spending accounts will be determined by the District/Association JBC, consistent with the terms of a December 17, 1999, memo from the District to the Association on section 125 flexible spending accounts. Any net District FICA savings as determined by the formula in the December 17, 1999, memo in excess of twenty two thousand three hundred eighty one dollars (\$22,381.00) per year shall be transferred to the JBC reserve fund in section 17.6.

17.56 Joint Insurance Committee

The parties will continue the standing joint committee on insurance with up to four (4) members appointed by the Association and up to four (4) members appointed by the District. The Association and the District representatives on this committee have the authority to act as delegated to them by the Association and District respectively. All JBC decisions shall be by consensus agreement. If at any time the cost of employee insurance exceeds the limits on the

District's total contribution for insurance set by this Article, the committee will, subject to the Association and District approval, adjust the benefit program to fall within the limit of the District's total insurance contribution. If the District and the Association do not agree on the adjustment to the benefit program or the use of the medical insurance reserves, and if additional money is needed to continue the benefit program, the Association shall agree to an increase of the amount contributed by its members to maintain the benefit program. The committee will manage those medical insurance reserves that began accumulating after October 1, 1987, subject to the approval of the District and Association. Amounts accumulated in the reserve fund over two million, seven hundred and fifty thousand dollars (\$2,750,000), based on the year-end reconciliation, will revert to the District general fund; provided, however, that should members be offered composite rates, amounts over one million five hundred thousand dollars (\$1,500,000) will revert to the District general fund.

~~17.67~~ The District retains the sole discretion to select the insurance carriers.

~~17.78~~ Health Savings Account.

The District may offer a high deductible health plan and designate a custodian to receive contributions to health savings accounts. In such a case, the District may elect to make employer contributions as allowed by law provided such costs (including administrative fees) are reduced from contributions owing under Article 17.1.