

ARTICLE 1 - TERMS OF THE CONTRACT

1.1 Duration of Agreement. This Agreement shall become effective on July 1, ~~2018-2022~~ and remain effect through June 30, ~~2022~~2025. ~~However, by March, 2021, either party may reopen the following articles: Work Year/ furlough days, Appendix A (Compensation), 1 (Insurance Reserve Transfers), and Articles 17 (Insurance) and 19 (Compensation) and one additional article. The purpose of the reopener is to determine the wages, benefit contributions and eligibility, and work year for the fourth year (2021-22) of this contract and to allow each party to address one additional matter of concern at that time. The reopener will be conducted on an expedited basis pursuant to ORS 243.698.~~ During successor negotiations for the 2022-2025 contract, each party will open no more than five articles for negotiation, and may open an unlimited number of economic articles, including but not limited to wages, benefits, allowances and insurance reserves. The purpose of limiting the number of articles for successor negotiations is to support the parties' interest in expediting bargaining.

1.2 Negotiating Successor Agreement. The parties agree to enter into collective bargaining over a successor agreement no later than ~~January~~February 15th of the last fiscal year of this Agreement. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

1.3 Matters Covered. All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. This instrument contains the full and complete Agreement between the Association and the District on all bargainable issues and neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as provided in this Agreement.

Notwithstanding the foregoing, if federal or state laws are enacted during the term of this Agreement which directly and negatively affect a specific term of this Agreement, either party may demand to bargain the negative effect. In addition, the Association accepts from Section 1.3 its right to require bargaining on any District change in working conditions on smoking in the work place.

1.4 Separability. In the event that any provision of this Contract shall at any time be declared invalid by any court of competent jurisdiction or by the Oregon Employment Relations Board or if a statutory change voids a Contract provision, such decision or statutory change shall apply only to the specific article, section or portion thereof directly specified in the decision or directly affected by the statutory change. Notwithstanding ORS 243.702(1), such a decision or statutory change shall not invalidate the entire Contract; it being the express intention of the parties hereto that all other provisions not declared invalid or voided shall remain in full force and effect.

If such a decision or statutory change does invalidate any provision of this Agreement, then upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

1.5 Funding. The parties recognize that revenues needed to fund the benefits provided in this Agreement must be provided by established budget procedures and in certain circumstances by the vote of the citizens. All such benefits are, therefore, contingent upon sources of revenue and, where applicable, voter approval. After the imposition of any resource and/or expenditure limitation by the court(s), the legislature, or a vote of the people of Oregon, the direct and indirect monetary benefits of this Agreement shall be subject to renegotiation between the parties, upon written request for renegotiation being made by the District to the Association. In the event the District requests renegotiation prior to June 30, the existing monetary benefits shall be continued into the next fiscal year. In the event the District requests renegotiation after June 30, monetary benefits will revert to those existing during the prior fiscal year.

If negotiations do not result in a modification(s), the District may implement its last offer as provided herein. If the total cost of the direct and indirect monetary benefits of the District's last offer is not less than ninety-five percent (95%) of the total cost of direct and indirect monetary benefits enjoyed by employees in the prior fiscal year, the District may implement its last offer after mediation and fact-finding and the Association waives the right to strike. If the total cost of the direct and indirect monetary benefits of the District's last offer is less than ninety-five percent (95%) of the total cost of the those enjoyed by employees in the prior fiscal year, the District may implement its last offer, and the Association may exercise the right to strike as provided by law. However, the Association waives the right to strike if the District's last offer is associated with a resource and/or expenditure limitation imposed by the court(s), the legislature, or a vote of the people of Oregon.

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If the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any benefit provided in this Agreement while the schools are closed. The District shall not be required to "make up" any terminated benefit after schools are again opened, but the District will use its best efforts to enable employees to continue non-recoverable insurance coverage with voluntary payments by the employee while schools are closed.

- 1.6 The Association and the District will cooperate in the formation and function of a joint labor/management committee which will address issues of mutual concern. Issues will be brought to the committee by designated representatives of the Association and the District, and by committee members. The committee will not function in place of the grievance procedure or the negotiation process.

The joint labor/management committee shall meet regularly throughout the work year and be representative of District managers and the Association's members. The committee shall adopt a structure for its process and use an interest based process for addressing issues. A small group shall be designated the committee's coordinators who shall meet on a more regular basis and be the primary source for identifying issues that the committee will address. The committee is intended to function and make its decisions by mutual agreement.

- 1.7 Appendices A through Appendix K are attached to this contract, incorporated herein, and made part of this contract.

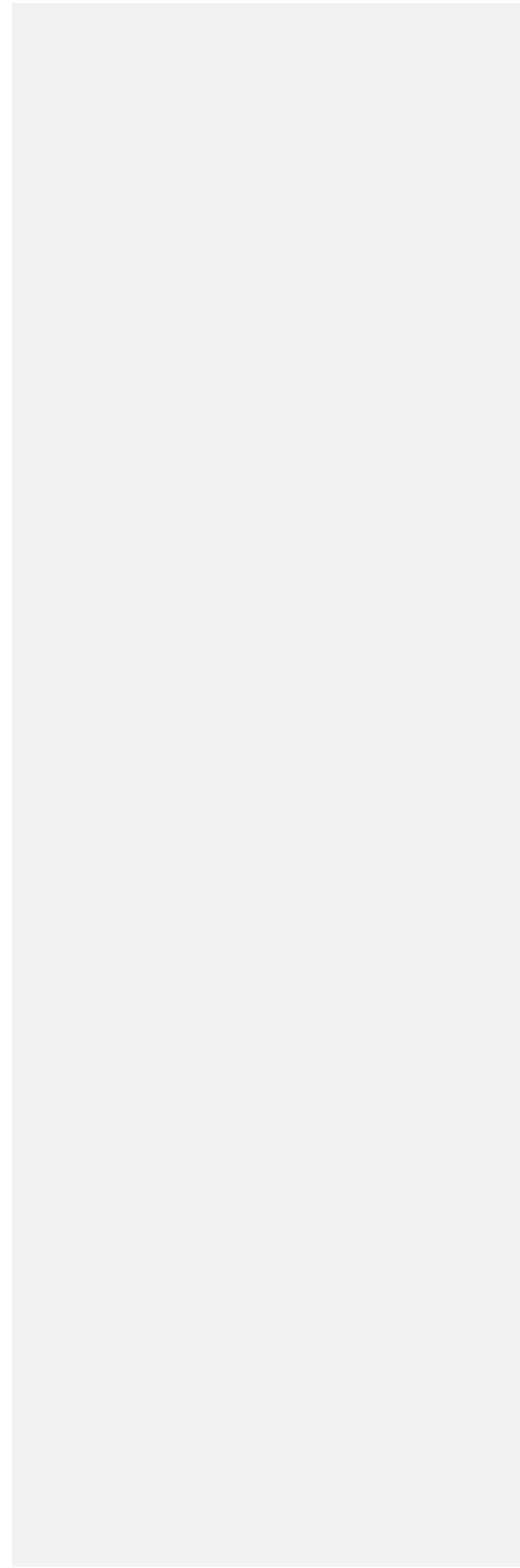
ARTICLE 3 - DEFINITIONS

The following words or phrases as used in this Contract shall be construed to mean the definition contained herein unless such word or phrase, standing on its own merits, clearly provides for a different meaning.

- 3.1 Association: Oregon School Employees Association Chapter 1, its officers and agents.
- 3.2 Demotion: An employee movement from one classification to another classification which is assigned a lower pay grade. Demotions may be either voluntary or involuntary.
- 3.3 District/Board of Directors: Board of Directors, Eugene School District 4J, Lane County, and its officers and agents.
- 3.4 Employee: All employees represented by the Association bargaining unit as defined in Section 2.2.1.
- 3.5 HR: Human Resources Department of the District.
- 3.6 Leave of Absence: An authorized absence from work for any period of time either in a paid or unpaid status.
- 3.7 Overtime, Compensatory Time: Defined in Section 11.3.
- 3.8 Paid Status Time: Means any day an employee is required to actually work or is absent and is being paid.
- 3.9 Pay Grade: The level of a pay range for a particular job classification consisting of several intermittent rates with a minimum and maximum rate as set forth in Appendix B.
- 3.10 Promotion: An employee movement from one classification to another classification which is assigned a higher pay grade.
- 3.11 Supervisor: Building administrators, heads of central services departments or subdivisions thereof, and other individuals having the authority, in the interest of the District, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, or discipline other employees, or effectively recommend such action. Supervisors do not include members of the licensed bargaining unit.
- 3.12 Temporary, Substitute, or Seasonal Employee: Defined in Sections 2.2.2, 2.2.3, and 2.2.4, respectively.
- 3.13 Work Month (~~Earning of Benefits~~): A work month is the actual number of work days normally assigned to a specific employee in a calendar month. ~~An employee is eligible to earn benefits if in a paid status for at least 1/3 of their normally assigned work days in the month.~~
- 3.14 Work Week: See Section 11.2.
- 3.15 Work Year: The work year, including work days and paid holidays, is designated below for the various work groups. No guarantee is made that the number of days will be worked if a District school(s) is closed due to natural causes, other causes outside the District's control, or budget limitations.
 - 3.15.1 Student Attendance Day Employees Student attendance days plus 7 paid holidays.
 - 3.15.2 192 day employees 185 work days plus 7 paid holidays.
 - 3.15.3 196 day employees 189 work days plus 7 paid holidays
 - 3.15.4 10-month employees ~~206-204~~ work days plus ~~7-9~~ paid holidays.
 - 3.15.5 11-month employees ~~219-217~~ work days plus ~~7-9~~ paid holidays.
 - 3.15.6 12-month employees 12-month work year which includes ~~250-249~~ work days plus ~~10-11~~ paid holidays.
- 3.16 Year: Year shall mean the work year, which is the employees' period of assigned service as defined in Section 3.14.
- 3.17 School Year: School year shall be defined as the portion of the fiscal year in which students are in attendance in school.
- 3.18 Fiscal Year: Fiscal year shall mean the period of time from July 1 through the following June 30.

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3.19 Calendar Year: Calendar year shall mean a twelve-month period from January 1 through December 31.



ARTICLE 11 - WORKING TIME

- 11.1 Work Hours and Time Schedule. The working hours and schedule for all employees shall be determined by the supervisor or building administrator and approved by the Superintendent or designee. Employees currently scheduled to work Monday to Friday shall not be required to work on weekends, except: (1) voluntarily, unless sufficient numbers of persons in the classification fail to volunteer, or (2) in the event of an emergency.
- 11.1.1 Work Week. A full-time work schedule shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) consecutive eight (8)-hour days or four (4) consecutive ten (10)-hour days, exclusive of the lunch period. To the extent consistent with the operational needs and requirements of the District, employees will be scheduled on a Monday through Friday basis.
- 11.1.2 All paid status time of an employee shall be considered as time worked.
- 11.1.3 Work Beyond Regularly Scheduled Hours. Work time beyond scheduled work hours will be pre-approved in writing, and where pre-approval is not possible, the administrator or supervisor will be informed in writing by the end of the employee's next work day.
- 11.2 Overtime. Overtime means work performed by employees in excess of eight (8) hours in any one day, other than trade time, described below, or forty (40) hours in a week. Notwithstanding the foregoing, if the District adopts a ten (10)-hour day and a four (4)-day week for any of its employees, such employees shall be allowed overtime compensation for employment in excess of ten (10) hours in any one day. The work week begins on Monday and ends on Sunday.
- 11.2.1 Overtime Pay. Overtime will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for such employment.
- 11.2.2 Compensatory Time Off. In lieu of overtime pay and with the approval of the administrator or supervisor, ~~or if budgeted funds are not available for the payment of overtime,~~ an employee ~~will may~~ choose to receive compensatory time off at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Maximum accumulated compensatory time shall be sixty (60) hours for full-time employees, and thirty (30) for part-time employees. An employee who has accumulated the maximum compensatory time shall be paid for any additional overtime worked in the next regular pay period. Compensatory time will be recorded daily and/or weekly on a form that is readily accessible to the employee, supervisor and HR.
- 11.3 Trade Time. Trade time is equal time exchanged within the same workweek. Trade time is available by mutual agreement of the supervisor or building administrator and the employee. Employees who are scheduled to take trade time but are unable to do so must notify their supervisor by the next business day and record the actual hours worked on a timesheet.
- 11.4 The terms of Sections 11.2 and 11.3 do not apply to any employee exempt from state and federal overtime compensation requirements.
- ~~11.5 [MOVE TO ART. 19] Evening Shift Differential. An employee whose regular shift includes any hours between 6:00 p.m. and 5:00 a.m. shall be compensated with an additional fifty cents (\$.50) an hour above their regular hourly rate, granted one (1) day off with pay annually. This day off with pay shall be in addition to any other paid vacation days or holidays due the employee. This day off with pay shall be taken during a school recess period and at a time mutually agreeable to the employee and the District. An employee must have worked at least six (6) months in the shift described above to be eligible for this shift differential benefit. Employees on the swing shift may take the day off during the winter recess period if mutually agreeable to the employee and the District.~~
- ~~In the event that any existing position is changed during the term of this contract so that the terms of the foregoing paragraph would apply, then the Association has the right to require the District to bargain the amount of any shift differential.~~

ARTICLE 13 - PAID LEAVES

13.1 Sick Leave

- 13.1.1 Amount of Leave. Sick leave is provided in the amount of twelve (12) days a year for student attendance day employees, 192 day employees, 196 day employees and ten (10)-month employees; thirteen (13) days for eleven (11)-month employees; and fourteen (14) days a year for twelve (12)-month employees. A “day” means the number of hours in the employee’s regularly assigned workday. An unlimited number of sick leave days may be accumulated.
- 13.1.2 Accrual and usage. All employees shall earn and be credited with two days of sick leave benefits on the first day of their work year. Employees earn the remaining number of sick leave days in hourly increments, based on hours worked (including all accessed paid leave). The sick leave earned in one year may not exceed the maximum annual amounts authorized in article 13.1.1. Only earned sick leave is available for use. Absences due to illness after earned sick leave is exhausted shall be without pay except as provided in section 13.1.6 below.
- 13.1.3 Transfer of Sick Leave
- 13.1.3.1 Employees who have worked for other Oregon public employers shall, after completing thirty (30) working days in the District, be allowed to transfer all sick leave hours accumulated in another Oregon public employer provided that the amount of sick leave transferred shall not exceed the accumulation carried by the most recent employing Oregon public employer.
- 13.1.3.2 For purposes of determining retirement benefits, employees may transfer an unlimited amount of earned and unused accumulated sick leave from another Oregon public employer.
- 13.1.4 Definition and Uses. Sick leave means absence from duty because of the employee's illness, injury, medical appointments, or serious health condition.
- a) Up to 40 hours sick leave per year may be used to care for an ill or injured family member, regardless of whether such leave is covered by OFLA and/or FMLA. Sick leave may be used for personal illness up to the total hours accumulated.
- b) Members eligible for FMLA and/or OFLA leave may use accrued sick leave towards an approved FMLA and/or OFLA absence for the following reasons; (1) the birth, adoption or foster placement of a child; (2) the home care of employee’s child; (3) to recover from or seek treatment for a serious health condition of the employee; (4) to care for a family member with a serious health condition. See article 13.4 and contact Human Resources for additional information.
- c) “Family member” means the spouse or same-gender domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, a person with whom the employee was or is in a relationship of in loco parentis, or other person defined as a family member for purposes of serious health condition leave under OFLA.
- d) For purposes of leave under article 13.1.4 a family member also includes a same or opposite sex domestic partner registered by affidavit in Human Resources.
- e) Sick leave may be used at the employee’s option while on a parental leave of absence under the terms of 13.4
- f) Employees will attempt to schedule medical appointments outside of work time.
- g) An employee shall not consider sick leave as a right which allows absence at any time for other than the reasons set forth in this article. Any employee misusing sick leave may be subject to disciplinary action.
- 13.1.5 Proof of Illness. An employee who is absent five (5) consecutive days on sick leave may be required to furnish a statement from their attending physician that illness, injury or serious health condition prevents the employee from working. The District may also require medical certification in cases of suspected misuse or to determine if the leave is FMLA/OFLA protected. The District will reimburse the employee for the cost of any medical certification not covered by insurance.

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- 13.1.6 Exhaustion of Sick leave. If an employee uses all of their sick leave and is still absent from duty because of the employee's illness or injury, the employee may do the following:
 - 13.1.6.1 Use other accrued personal days, vacation leave, or compensatory time; or
 - 13.1.6.2 Elect to go on unpaid medical leave in Section 14.2.
 - 13.1.6.3 If an employee elects not to use other available paid leave prior to commencing an unpaid leave under Section 14.2, they may not subsequently elect to use it during the unpaid leave.
 - 13.1.6.4 Apply for sick leave bank days under Section 13.1.7.
- 13.1.7 Sick Leave Bank. The Association can establish and manage a paid sick leave bank for employees. The purpose of the sick leave bank shall be to extend to those employees additional paid sick leave days should a long-term illness or injury exhaust the employee's accumulated sick leave. The Association shall establish rules and regulations to govern the sick leave bank which meet these conditions.
 - 13.1.7.1 Employees' participation in the sick leave bank shall be voluntary.
 - 13.1.7.2 The maximum annual contribution of paid sick leave days to the bank by an employee shall be two (2) days.
 - 13.1.7.3 The maximum number of sick leave days in the bank shall be ~~six-eight~~ hundred (8600) and can only be increased by mutual agreement of the District and Association.
 - 13.1.7.4 Employees shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave, vacation leave, miscellaneous leave, or compensatory time. Sick leave bank days will begin after an employee has been on unpaid leave for five (5) consecutive days. If sick leave bank hours are granted, the five (5) unpaid days will be retroactively reimbursed.
 - 13.1.7.5 Sick leave bank days shall only be used by employees who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a long-term illness or injury.
 - 13.1.7.6 The maximum number of consecutive sick leave bank days an employee can use is seventy (70) days. An employee is not eligible for sick leave bank days if the employee is receiving compensation under Worker's Compensation, long-term disability, or PERS disability.
 - 13.1.7.7 All paid sick leave days contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.
 - 13.1.7.8 The Association shall provide the District a list of sick leave bank contributors and users and a copy of the established rules. The District will honor withdrawals from the sick leave bank upon proper certification by the Association.
 - 13.1.7.9 The District and Association shall work cooperatively to implement the sick leave bank.
- 13.1.8 Termination of Employment. Except as provided by law, all sick leave benefits shall cease and shall be forfeited upon termination of employment.
- 13.1.9 Notice of Accumulated Sick Leave. The District will regularly notify each employee of the accumulation of sick leave.
- 13.1.10 Occupational Illness or Injury
 - 13.1.11.1 Employees who sustain an injury or illness compensable by Worker's Compensation, and who are unable to perform their regular duties, will be paid the difference between their regular salary and their compensation insurance benefits for the total lost time for a period up to their accumulated sick leave; provided, however, employees who have accumulated more than thirty (30) days sick leave at the time the leave begins shall have the option of not receiving sick leave pay after they have received thirty (30) days sick leave pay according to this section.

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13.1.11.2 When an employee is absent from work as a result of a Worker's Compensation claim, but the claim is finally determined as denied, the employee shall be considered as on a long-term medical leave under Section 14.2 and the time absent during the claim commencement and final determination shall be deducted from eligibility provided in that section.

13.1.11 Other Use of Sick Leave

An employee may use paid sick leave for purposes other than described in Sections 13.1.4 and 13.4 as provided by state and federal law.

13.2 Bereavement. An employee shall be allowed up to five (5) days absence for the death of and/or services for a family member as defined in Article 13.1.4.c and 13.1.4.d, as well as the employee's brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a person with whom the employee has a similar relationship to any of the preceding immediate family members or child who has been or now is a member of the immediate household. The days need not be consecutive. This absence must be approved by the Director of Human Resources or designee.

13.2.1 In addition to the number of days' absence allowed, the Director of Human Resources may, because of extenuating circumstances, grant an employee up to an additional two (2) days of bereavement leave.

13.2.2 As provided in Article 13.4, OFLA-eligible employees may take additional paid or unpaid leave for bereavement. Such leave is in addition to the leave in 13.2.3.

13.3 Personal Days. An employee shall be granted up to ~~two-three~~ (23) days of paid personal leave during each fiscal year. The leave may be taken in hourly segments. Personal days can be used for any reason except may not be taken to extend school holidays or vacation periods unless approved in writing by the Human Resources Director or designee based on exceptional circumstances. The leave must be scheduled with the employee's supervisor at least twenty-four (24) hours in advance except for unavoidable emergencies. The administrator/supervisor shall approve the leave unless the leave will interfere with the effective and efficient delivery of the educational program and related support services. Examples include: when a substitute is not available or two or more employees in the same building request leave on the same day and the school cannot reasonably reallocate critical duties. Concerns about use of leave may be appealed to the Human Resources Director or designee. Upon termination, unused days are not compensated.

13.4 Parental Leave for the Birth or Adoption of a Child

13.4.1 Conformance. The District will provide parental leave as required by state and federal law. In the event of conflict, the provisions of law shall apply.

13.4.2 Application. This Article is applicable to all bargaining unit members, except employees employed fewer than ninety (90) working days prior to the first day of parental leave, new seasonal and temporary employees.

13.4.3 Length. The maximum leave shall be twelve (12) weeks from the birth, adoption or placement of a foster child.

13.4.4 Use of Available Paid Leave. Parental leave is unpaid except as provided below.

13.4.4.1 Any employee who has unused vacation leave or compensatory time at the time their parental leave begins, shall use this accumulated paid leave during the course of the parental leave.

13.4.4.2 An employee may also use sick leave as provided in Section 13.4 or any other accumulated paid leave during the time of the parental leave, but is not required to do so.

13.4.5 Procedures

13.4.5.1 At least thirty (30) days prior to expected delivery, adoption or foster placement date, the employee shall submit a written request for parental leave on a form provided by the District.

13.4.5.2 When an employee is unable to give the District thirty (30) days notice but has some advance notice of the need for leave, the employee must give as much advance notice as practical. When the need for leave is unforeseeable, and employee must give verbal or written notice within twenty-four (24) hours of the start of the leave.

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13.4.5.3 If the employee fails to give notice, then the District may require the leave to commence at a time up to three (3) weeks after the notice and reduce the leave term by up to three (3) weeks.

13.4.6 Return to Duty. The employee shall be returned to their former position if the job still exists, or if eliminated, then to any other position which is available and equivalent.

13.4.7 Break in Service. The first twelve (12) weeks of parental leave shall not constitute a break in service and the employee shall be credited for seniority purposes, with the time on leave as if worked. The employee will not be credited for sick leave or vacation leave for the time on unpaid parental leave in excess of four (4) weeks.

13.4.8 Employees shall be granted up to three (3) more months of unpaid parental leave under the same terms and conditions as long duration personal leave as provided in Section 14.1.1.2.

13.5 Family Medical Leave (OFLA/FMLA)

13.5.1 Coordination of State and Federal Leave Law with Articles 13 and 14. The District and the Association intend to coordinate an employee's rights under Articles 13 and 14 with state and federal family leave law in a manner that assures no loss of the employee's rights under Articles 13 and 14 and the employee's rights under state and federal law on family and parental leave. (Please complete a Family Leave form provided by the Human Resources Department for your family leave provided by this section.)

13.5.2 Family Member Definition. Family member is defined by OFLA.

13.5.3 Family Leave Purposes. An employee can take family leave for: (1) the birth, adoption, or foster placement of a child; (2) the home care of employee's child; (3) to recover from or seek treatment for a serious health condition the employee; (4) to attend to a family member with a serious health condition; or (5) deal with the death of a family member.

13.5.4 Family Leave Duration. The employee may be eligible for extended paid or unpaid leave under Sections 13.5.1 and 13.5.2 for a total of twelve (12) weeks during any fiscal year (July 1 through June 30) beginning with the first day of leave taken except as provided by law. (Please note the law is complex and individual cases will be addressed by the Human Resources Department.)

13.5.5 Use of Paid Leave. An employee may use their accrued paid sick leave to attend to the birth, adoption, foster care, or home care of their child, or to care for a family member with a serious health condition after the employee has used all their accrued paid personal days under Section 13.2.2. An employee may use their paid sick or personal days to deal with the death of a family member.

13.5.6 District Benefit Contribution. The District shall make its monthly contribution toward the benefits of a member for the period the member is eligible for leave in Section 13.5.

13.6 Jury Duty

13.6.1 Pay. If an employee is called for jury duty, they shall be paid their regular pay for jury duty time they are required to be present by the court. Witness fee checks payable to the employee shall be endorsed by the employee and made payable to the District. Mileage reimbursements made by the court may be retained by the employee. All fringe benefits shall remain in effect.

13.6.2 Substitutes. The District will provide a substitute only for the time an employee is required to be present by the court, in accordance with the established procedure for employee's absences. (Except probationary employees, see Article 9.)

13.6.3 Swing Shift Employees. Employees working a swing shift who attend jury duty shall be paid for their jury duty time under the following conditions. If the employee has jury duty after 12:00 noon that day, then the employee will call their supervisor or designee between 10:00 a.m. and 12:30 p.m. that day. When the supervisor is called, the employee need not report to work and will be paid for their regular work hours on that day. If the employee's supervisor is not called, then the employee shall report to work at their regular time.

13.6.4 Excuse Requests. Employees called for jury duty will be expected to serve as jurors during the period for which they are summoned. However, excuse from jury duty may be requested for an employee when the absence of the employee for a prolonged period of time will have an unusually adverse effect upon the

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District, or when, in the opinion of the District, the nature of the employee's assignment is such that it is impossible to provide an adequate substitute.

- 13.7 Court Appearance. No deductions shall be made from an employee's wages for required appearances in court or before any government body. However, employees who initiate a cause of action or are convicted defendants may not utilize this provision. Any remuneration to a witness derived from such appearances shall be endorsed to the District.
- 13.8 Military Leave
- 13.8.1 Military leaves shall be allowed in accordance with federal and state laws relating to such leaves.
- 13.8.2 During a period of military conflict, an employee who is a spouse or domestic partner of a member of the Armed Forces of the United States, The National Guard, or the military reserve forces, who has been notified of an impending call or order to active duty, or impending leave from deployment is entitled to a total of fourteen (14) days of unpaid leave per deployment before deployment and/or during leave from deployment. An employee who intends to take leave must provide the District with notice of their intention within five (5) business days of receiving official notice of an impending call or order to active duty. An employee who takes leave authorized under this section may choose to substitute any accrued leave to which the employee is entitled for any part of the leave. Military family leave counts against an employee's general OFLA leave entitlement. See 13.4.
- 13.9 Professional Training Leave. Short-term leaves may be granted for the purpose of participating in job-related training. These leaves may be authorized by the Superintendent or designee, upon the recommendation of the employee's supervisor. Factors to be considered will be the extent to which an employee's services to the District will be enhanced by the experience and the loss the District will suffer by their absence. The District may grant longer term or unpaid professional leaves.
- 13.10 Notice to Supervisors. An employee who wishes to be absent from work must secure authorization from their supervisor prior to the absence. If an emergency, such as critical illness or severe injury, prevents an employee from requesting leave in advance, the employee will notify their supervisor of the reason for the absence as soon as possible.
- Non-Exemption. Employees on leave shall not be exempt from layoff or reduction in hours.

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 ~~sixty-fivethirty-five~~ dollars (\$113565.00) for the period October 2022¹ through September 2023²; ~~one thousand, one hundred and ninety-five~~ dollars (\$1,195.00) for the period October 2023 through September 2024; and ~~one thousand two hundred and twenty-five~~ dollars (\$1,225.00) for the period 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 dollar~~one thousand and ten dollars (\$980.00/1,010.00) for the period October 202¹ through September 202²; ~~one thousand and forty~~ (\$1,040) for the period October 2023 through September 2024; and ~~one thousand and seventy~~ dollars (\$1,070) for the period 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 ~~eighty-fifty~~ dollars (\$7580.00) for the period October 202¹ through September 202²; ~~eight hundred and ten~~ dollars (\$810.00) for the period October 2023 through September 2024; and ~~eight hundred and forty~~ dollars (\$840.00) for the period 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 employees through the month following the month the employee receives notice of a layoff.

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

17.3 Employees on Unpaid Leave. See Section 14.

17.4 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.

17.5 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

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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.

17.6 The District retains the sole discretion to select the insurance carriers.

17.7 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

ARTICLE 18 - OTHER BENEFITS

18.1 Eligibility

18.1.1 Monthly Eligibility

An employee who is in a paid status for thirty percent (30%) or more of their regular work days in any calendar month, shall be eligible for all benefits provided for in this Article and in Section 13.1 - sick leave.

18.2 Holidays

18.2.1 General Eligibility

An employee who is in a paid status on their last regular work day before or after a holiday shall be eligible for the holiday pay.

An employee in a position which has a less than twelve (12)-month work year is not eligible for the Independence Day and the Juneteenth holiday pay unless the employee is in a paid status the day before or after the holiday/Independence Day. This is not intended, nor may it be construed to modify eligibility of a seasonal employee to that holiday.

18.2.2 Paid Holidays

The following shall be paid holidays for all eligible employees:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving
Day Prior to Christmas *
Christmas Day
New Year's Day
Martin Luther King Day *
Memorial Day
Juneteenth

*Applicable only to twelve (12)-month employees.

18.2.3 Holiday Compensation

An employee in the bargaining unit shall be compensated for the holiday as though that employee had worked a regular schedule for the day. Any employee who is required to work on any contract-designated holiday shall be compensated a total of two and one-half (2-1/2) times the employee's regular rate of pay for the hours worked or receive compensatory time at a total of two and one-half (2-1/2) times the hours worked.

18.2.4 Holidays on Weekends

If any of the holidays designated in Section 18.2.2 falls on a Sunday, the holiday shall be observed on the following Monday not itself a holiday designated in Section 18.2.2. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday not itself a holiday designated in Section 18.2.2.

18.3 Vacation

18.3.1 Eligibility

18.3.1.1 Each twelve (12)-month work year employee shall earn the following annual paid vacation after each month worked for the District:
During the first four (4) years of paid status time, five-sixths (5/6) of a day,

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After four (4) years of paid status time, one and one-fourths (1-1/4) of a day,
After fourteen (14) years of paid status time, one and two thirds (1-2/3) of a day.

18.3.1.2 During the probation period the employee is credited with vacation, but it is not an earned right until after completion of the probationary period.

18.3.2 Use of Sick Leave During Vacation

If an employee becomes ill during their vacation, the days of illness may be exchanged for an equal amount of sick leave on the condition that the employee's immediate supervisor or the Human Resources office is immediately notified of the illness. No more than five (5) vacation days may be exchanged for sick leave without a physician's statement explaining the illness or injury which would have entitled the employee to sick leave according to the District's sick leave policy.

If an employee is prevented from beginning their vacation because of illness, they shall immediately notify the Human Resources office and vacation time shall be changed to sick leave.

18.3.3 Employee Previously Working Less Than Twelve (12) Months

An employee working in a less than twelve (12) month position in the District who moves to a twelve (12)-month position shall be credited with years of continuous District employment status (paid and unpaid) since most recent date of hire.

18.3.4 Prior Approval and Reporting

Vacation time must be approved by the employee's immediate supervisor and the Superintendent or designee prior to the vacation time beginning. Vacation time shall be reported on the absence report in the same manner as other days away from work.

18.3.5 Notice of Vacation Days

The District will give employees regular notice of their vacation day balance.

18.3.6 Pay for Unused Vacation

Employees who resign after giving notice, or who are terminated shall be paid for any vacation which they have earned at time of resignation or termination.

18.3.7 Scheduling Vacation

Twelve (12)-month employees shall be encouraged to take their vacations between June 15 and August 15 of each calendar year. The Superintendent or designee shall have the power to approve vacations at other times when they find the other times do not interfere with the operation of the District's programs.

18.3.8 Vacation Accumulation

Vacation leaves shall not be cumulative unless the Superintendent or designee approves the accumulation. The approval shall be granted if the Superintendent or designee finds the vacation was not taken because of the "needs" of the District. No accumulation shall be allowed beyond the fiscal year following the fiscal year the vacation time accrued unless the employee was unable to take the vacation time that year due to the "needs" of the District. In the latter case, the District may elect to pay the employee an amount equal to the pay they would be paid while on vacation or to allow the employee vacation time during the subsequent fiscal year.

18.3.9 Change of Positions from Twelve Months to Less than Twelve Months

Prior to the District making a final decision to reduce a current twelve (12)-month bargaining unit position to less than twelve (12) months, it shall notify the Association. If the Association demands that the decision and impact of the decision be bargained, then the District shall enter into bargaining; however, if the bargaining comes to an impasse, the final decision on the reduction and any modification in working conditions as a result of the reduction shall be the final decision of the District's School Board. The Association agrees to be bound by the School Board's decision.

If a twelve (12)-month employee has their position reduced to less than twelve (12) months, then the employee can use their seniority as determined in Section 24.3 to retain a twelve (12)-month position in the same classification.

ARTICLE 19 - COMPENSATION/RELATED MATTERS

- 19.1 Compensation. The compensation schedules for ~~2022-2023, 2023-2024, and 2024-2025~~~~2018-19, 2019-20, 2020-21 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 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 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 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.

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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 Employees with fifteen (15) or more years of service with the District will receive a three percent (3%) longevity premium.

~~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).

19.10 Academic Testing Assignments.

19.10.1 Responsibilities of the school testing coordinator are part of the licensed collective bargaining agreement and shall be filled by a licensed bargaining unit member. Should no licensed bargaining unit member accept the extra duty assignment, the building administrator may assign the role of school testing coordinator to a classified staff member at the same stipend rate listed within the licensed collective bargaining agreement.

19.10.2 Academic testing support is a process that may include multiple classified staff to engage in proctoring or other logistic activities, such as supervising students, providing snacks, reporting improprieties and technology issues to the school testing coordinator, entering student opt out forms into SIS, making photocopies, escorting students, and similar logistical and clerical duties that facilitate efficient and effective administration of state, district and building level assessments. These activities will be considered part of the classified unit member's current job duties and will not receive additional compensation unless worked in excess of the employee's regular workday schedule. Participation in testing support in excess of their work schedule shall be compensated at the employee's regular rate of pay, overtime pay or compensatory time if applicable and as provided in Article 11.2, trade time, or through release from regular duty without loss of pay.

19.10.3 Testing coordination activities of building level academic assessments not under the oversight of the school testing coordinator (such as Advanced Placement assessments) shall be documented and paid via time card. The rate of pay for these hours will be the Bachelors column, Step 1, on 4J's licensed professional salary schedule. Hours worked during the employees regular work schedule will be compensated at this base rate rather than the employee's regular hourly wage. All hours scheduled to coordinate testing activities must be pre-approved by the building administrator prior to hours worked.

19.10.4 Classified staff who elect to support academic testing related to students at their worksite from outside agencies (ACT and/or SAT) shall be compensated under the condition of the outside agency. The district will not provide additional compensation outside of their regular work schedule. Employees shall be permitted to perform these testing related duties during their regular work hours without loss in compensation or benefits when approved by the building administrator.

~~19.10.11~~ 19.11 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

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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.

~~19.11~~19.12 Payroll Matters

~~19.11.1~~19.12.1 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 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 10 checks rather than 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.

~~19.11.2~~19.12.2 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.

~~19.11.3~~19.12.3 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 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 Article means business days.

~~19.12~~19.13 Professional Education Program

~~19.12.1~~19.13.1 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 \$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.

~~19.12.2~~19.13.2 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.

~~19.13~~19.14 Tools and Uniforms

~~19.13.1~~19.14.1 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.

~~19.13.2~~19.14.2 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.

~~19.14.3~~ Shoe Safety Gear Allowance.

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~~19.14.3.1~~ The District will provide an annual allowance of ~~one hundred and fifty dollars~~ (\$150.00) for all ~~food service~~ staff required by their supervisor to wear ~~non-slip safety-rated shoes- footwear that is not provided by the District. With supervisor approval, the District may reimburse up to one hundred and fifty dollars (\$150.00) for the purchase of other required safety gear not provided by the District. Employees must be who are employed as of September 15 to receive this payment.~~ Payment will be made in the September paycheck. New hires will receive the allowance in the employee's first paycheck after hire.

~~19.14.4~~ Uniforms for Campus Monitors

~~19.14.4.1~~ The District will supply Campus Monitors with three pairs of pants, and five shirts. If other uniform items are required by the district, the district shall provide them at no cost to the employee.

~~19.14.4.2~~ Employees shall be responsible for the care of all uniform items provided they are machine washable, and if not, the district will provide laundry services as provided by article ~~19.14.5~~

~~19.14.4.3~~ Employees will be permitted to personally purchase optional uniform items approved by the district.

~~19.14.4.4~~ Should an employee transfer or terminate from the Campus Monitor position, the employee must return all uniforms purchased by the District.

~~19.14.4.5~~ The District will replace worn or damaged required uniform items unless the item was damaged as a result of the employee's intentional acts or negligence in which case employee must purchase a replacement uniform item.

~~19.14.4.6~~ The District retains the authority to determine if replacement of any uniform item is required. Upon Employee's request, the District will replace a uniform item every twenty four (24) months.

~~19.13.3~~~~19.14.5~~ Laundry Service. Each year the District shall provide laundry service for District-furnished Transportation and Maintenance Department uniforms.

~~19.13.4~~~~19.14.6~~ Exceptions to Tool Allowances. Individuals leaving employment of the District before completing the full year shall have the allowance paid in their final paycheck.

~~19.14~~~~19.15~~ Certificates, Licenses, and Physicals

~~19.15~~~~19.16~~ The 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.

~~19.16~~ ~~[MOVE TO RETIREMENT SECTION]~~ 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.

~~19.17~~ Set up a TSA account with one of the three authorized District providers. This must be completed prior to Step 2.

~~19.18~~ Complete the District TSA contribution form which is available in Financial Services or on the financial services website.

~~19.17~~ 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.

Commented [JCD1]: Who pays?

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19.18 [MOVED FROM 11, SEE 11 PROPOSAL FOR CHANGE FROM CCL] Evening Shift Differential. An employee whose regular shift includes any hours between 7:00 p.m. and 5:00 a.m. shall be compensated with an additional fifty cents (\$0.50) an hour above their regular hourly rate.

In the event that any existing position is changed during the term of this contract so that the terms of the foregoing paragraph would apply, then the Association has the right to require the District to bargain the amount of any shift differential.

19.19 Bilingual stipend

Employees in a designated bilingual classification will receive an annual stipend of \$1,500. Bargaining unit members who are not in a designated bilingual classification but are assigned by an authorized administrator to regularly perform duties which include use of a second language on a regular basis in both verbal and written form in support of students, staff, families and/or community members will receive the bilingual stipend provided the employee successfully completes a language assessment and is approved in writing on an annual basis by the building administrator or supervisor.

The stipend will be paid in ten (10) equal payments beginning at the end of October payroll. Stipends that are implemented or changed during the work year will be paid over the balance of the remaining payroll cycle.

Payment of the stipend will be prorated by FTE and paid in equal monthly installments over the work year.

Affinity Group Facilitator Pay. Student affinity group facilitators as assigned by the district shall be paid an annual stipend by program level: \$2500/ high school; \$1500/ middle school; and \$1000/ elementary school. The stipend will be paid in ten (10) equal payments beginning at the end of October payroll. Stipends that are implemented or changed during the work year will be paid over the balance of the remaining payroll cycle.

ARTICLE 20 – RETIREMENT

20.1 Supplemental Retirement Benefits

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

20.1.2.1 **OPTION ONE:**

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.

20.1.2.2 **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.

20.1.2.3 **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 sunseting 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

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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.

20.2 Tax Sheltered Annuity (TSA) Contribution [Moved from 19.15]

~~20.1.7~~20.2.1 The District shall make a monthly District paid tax sheltered annuity (TSA) contribution. The District paid TSA contribution amount will be ~~one-two and three-one-half two-quarters~~ percent (2.75%) of the employee's monthly bargaining unit position(s) wages. To be eligible for the District paid TSA contribution, the employee must ~~complete their seven (7) month probationary period and contribute point seven five percent (.75%) of the employee's monthly bargaining unit position(s) salary~~ and complete the following necessary steps.

~~20.1.7.1~~20.2.1.1 Set up a TSA account with one of the ~~three~~ authorized District providers. This must be completed prior to Step 2.

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~~20.1.7~~~~220.2.1.2~~ Complete the District TSA contribution form which is available in Financial Services or on the financial services website.

~~20.2.1.3~~ 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.

~~20.1.8~~~~20.2.2~~ The District will make the monthly TSA payment retroactive to the first month of eligibility when a unit member has submitted a completed and executed District TSA enrollment form to the District Payroll Department within three months of initial eligibility. The unit member will maintain the TSA form required by the District. If a unit member has not submitted a completed and executed form selecting a TSA company within three months of the unit member's initial eligibility for the District TSA payment, the member may complete the TSA enrollment form at a later date; in such a case, the District will make the monthly TSA contribution for that member prospectively and will make a one-time contribution to the member's TSA account equivalent to three monthly TSA contributions.

~~20.2~~~~20.3~~ Death Benefits

~~20.2.1~~~~20.3.1~~ Benefits Upon Death of Active Employee

If an employee dies while employed by the District, the District shall pay the employee's estate an amount equal to the employee's earned vacation. In addition the District will, for two (2) years from the date of the employee's 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~~~~20.3.2~~ 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.

~~20.3~~~~20.4~~ Reemployment of Retired Employees

~~20.3.1~~~~20.4.1~~ The District can reemploy PERS retired District employees (rehired employee) under the following terms and conditions:

~~20.3.2~~~~20.4.2~~ 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 except as superseded by the terms and conditions listed below.

~~20.3.3~~~~20.4.3~~ A rehired employee is solely responsible for monitoring their PERS maximum hours of reemployment and complying with any break in service requirements.

~~20.3.4~~~~20.4.4~~ There are two categories of rehired employees:

~~20.3.4.1~~~~20.4.4.1~~ Reemployment in the same position with continuing rights to the same seniority and pay level (20.3.5), or

~~20.3.4.2~~~~20.4.4.2~~ 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).

~~20.3.5~~~~20.4.5~~ 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:

~~20.3.5.1~~~~20.4.5.1~~ 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

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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.

~~20.3.5.2~~20.4.5.2 The rehired employee continues the same right to compensation and District insurance contribution as before retirement.

~~20.3.5.3~~20.4.5.3 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.

~~20.3.5.4~~20.4.5.4 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.

~~20.3.6~~20.4.6 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:

~~20.3.6.1~~20.4.6.1 The rehired employee must be employed as an external applicant for a posted position.

~~20.3.6.2~~20.4.6.2 The employment of the rehired employee is at the District's discretion.

~~20.3.6.3~~20.4.6.3 The rehired employee has all the rights and responsibilities as any new employee under the terms of this Agreement. 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 probationary period.

~~20.3.6.4~~20.4.6.4 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.

~~20.3.6.5~~20.4.6.5 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.

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

ARTICLE 22 - TRANSPORTATION EMPLOYEES

22.1 Bus Drivers

22.1.1 Work day assignments for student attendance days.

22.1.1.1 Regular drivers are guaranteed a minimum of four (4) hours of work per work day.

22.1.1.2 Middy drivers are guaranteed a minimum of six (6) hours of work per work day.

22.1.1.3 Full-time drivers are guaranteed a minimum of eight (8) hours of work per work day.

22.1.1.4 If the time between the end of one assignment and the beginning of the next assignment is less than thirty (30) minutes, the employee will be paid for that time at their regular rate of pay. This provision will not be construed to require a paid meal period.

22.1.1.5 The District reserves the right to negotiate lower minimums in the event that home to school or school to school transportation is reduced or if school bell time changes do not allow for 3 and 4 levels of service in both morning and afternoon school bus transportation.

22.1.2 The District's obligation to work day assignment minimums can be met by combining jobs on the condition that the employee does not suffer any loss of rate of pay for the guaranteed minimum. If a higher rate is proper that rate will be paid for other than the bus driver time.

22.1.3 Bus Trip Assignments

22.1.3.1 Drivers assigned to trips on non school days will be paid a minimum of two (2) hours if the trip is canceled after the driver has reported for these bus trip duties.

22.1.3.2 Payment of Local Trips - Within forty (40) miles of base.

1. Straight time for work within the Monday through Friday work week on school days, before 5:00 p.m. and when less than eight (8) hours of work in a day.
2. 1.1 times for work within the Monday through Friday work week on school days, after 5:00 p.m. and when less than eight (8) hours of work in a day.
3. [In accordance with Article 11.2](#), 1.5 times for work over eight (8) hours in any work day.

22.1.3.3 Payment of Out of Town Trips - Over forty (40) miles from base.

1. For out of town trips drivers will be paid for work time up to a maximum of sixteen (16) hours at straight time and over time.
2. Overnight trips are trips that include a sleep time that is typically scheduled between 9:00 p.m. and 9:00 a.m. For overnight and multiple day trips there will be no compensation for eight (8) hours of sleep time per day. All other overnight trip time will be paid as work time and wait time which is paid as straight time.
3. Some out of town trips are not considered to be overnight trips by the user group, but the trip is scheduled to be longer than fifteen (15) hours in length. If it is reasonable to accomplish this trip using one driver, the driver's trip schedule will include an eight (8) hour rest period with lodging provided. This eight (8) hour rest period allows for the start of a new 10-15 hour driving period. This rest period will be paid as applicable at straight time, overtime, wait time, or as non-paid sleep time if the trip is greater than sixteen (16) hours in length.
4. A meal allowance will be paid for all out of town trips as a per diem computed at the rate of \$ ~~1-754.25~~ per hour for ~~up to all-paid-and-sleep-hours~~ [15 hours per day](#).
5. Lodging will be paid for ~~all reasonable receipted expenses up to \$45.00 per day. Higher lodging costs will require approval by the Transportation Manager or their designee by the District.~~

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6. "Gold Star" assignment compensation. Drivers assigned to out of town trips when these special responsibilities are required, will be paid at 1.1 times their applicable driving time or waiting time rate.

22.1.4 Call Back. Section 19.8 (Call Back) shall not apply to bus drivers.

22.1.5 Unusual Conditions. If unusual conditions during a special trip preclude a bus driver from driving their regularly-assigned route the following day because of the time restrictions established by OAR 581-53-015(9)(a)(A) and (B)0031, the driver shall qualify for personal days, Section 13.3, provided they have such unused leave remaining.

Driver specialist positions will be guaranteed one hundred twenty (120) or eighty (80) hours a month as a minimum on a pro rata basis. Eighty hour minimum driver specialist positions would not be required to be available for mid-day routes and instead would be treated the same as regular bus drivers for bidding for additional mid-day assignments (field trips, activity trips, and non-route trips). Driver specialist positions will be offered on the basis of seniority. The intent is not to take substitute work away from driver specialists.

APPENDIX A
COMPENSATION SCHEDULES ~~AND REOPENER~~

Pay Schedules and Cost of Living Adjustments:

The following pay schedules describe the pay rates for all bargaining unit members during the term of this agreement.

The District pays the 6% employee contribution to PERS in addition to the salaries described in the pay schedules.

Unless otherwise specified on the following pay schedules, the percent increase between Step 9-10 is three percent (3%), the percent increase between Steps 1-9 is two and one-half percent (2.5%); and the percent increase between Step 9-10 is three percent (3%).

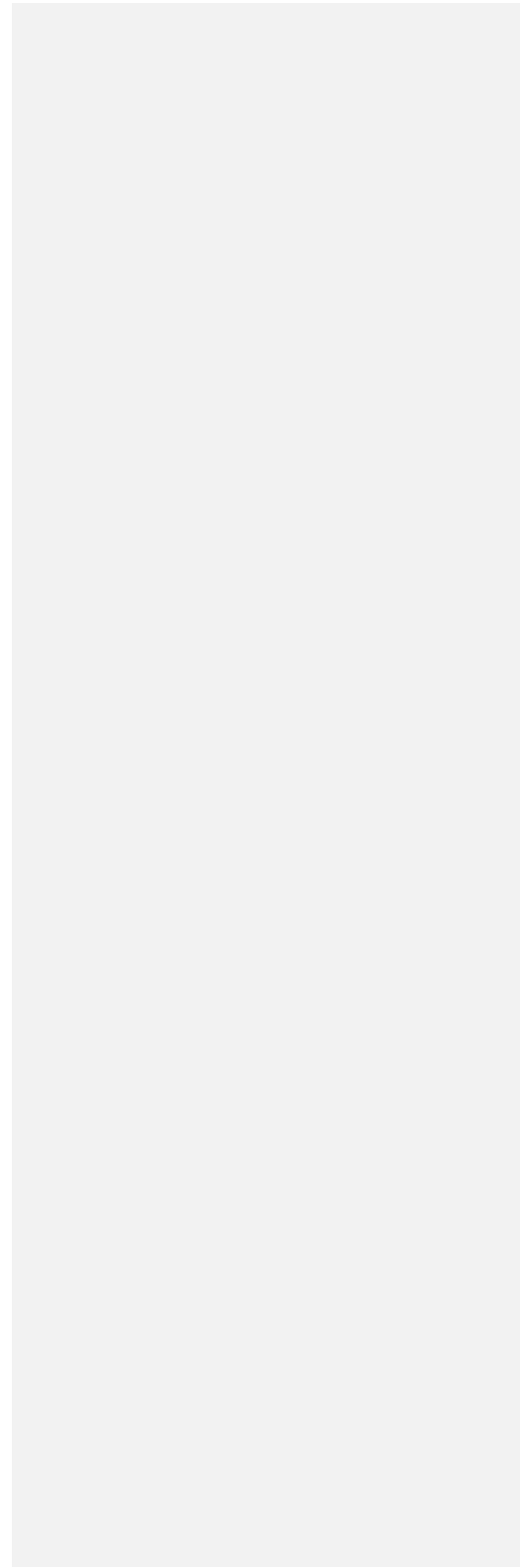
Effective July 1, 2021, a cost of living increase of two percent (2.0%) shall be applied to the classified salary schedule; provided, however, said increase shall not apply to summer seasonal positions during the summer 2021. In summary, effective upon ratification, all employees will receive a cost-of-living increase to their current hourly rate of four percent (4%) or a base hourly wage of seventeen dollars and eighty cents (\$17.80) per hour, whichever is greater. Effective July 1, 2023, all employees will receive a cost-of-living increase to their current hourly rate of three and one-half percent (3.5%). Effective July 1, 2024, all employees will receive a cost-of-living increase to their current hourly rate of three percent (3%).

~~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 1, and lead custodians; bargaining shall be on an expedited basis.~~

[SEE SEPARATE DOCUMENT FOR PROPOSED WAGE SCALES]

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