Memorandum of Agreement  
Between  
Eugene School District 4J  
And  
Oregon School Employees Association

The Eugene School District 4J and the Oregon School Employees Association, Chapter 1, are parties to a Collective Bargaining Agreement for 2014-18 (hereinafter referred to as the CBA). That agreement provides for a contract reopener on certain economic articles and appendices for the last three years of the contract (2015-16, 2016-17, and 2017-18). Having negotiated on these terms in good faith, the parties have reached agreement as set forth below.

1. The Eugene School District 4J and the Oregon School Employees Association agree to amend Appendices A (Work Year Changes), B (Compensation Schedules and Reopener) and L (Data Gathering and Study of the Affordable Care Act) of the CBA by deleting those Appendices and replacing them with revised Appendices A, B and L, which are attached.

2. The parties agree to amend Articles 17.1.2, 17.1.3, and 17.1.4 of the CBA by deleting those Articles and replacing them with the following terms:

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 one thousand sixty dollars ($1060.00) for the period October 2014 through September 2016, and will be one thousand eighty dollars ($1080.00) for the period October 2016 through September 2018.

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 four dollars and seventy-five cents ($904.75) for the period October 2014 through September 2016, and will be nine hundred and twenty-five dollars ($925.00) for the period October 2016 through September 2018.

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 six hundred ninety-seven dollars and seventy-five cents ($697.75) for the period October 2014 through September 2018.

3. The Eugene School District 4J and the Oregon School Employees Association agree to amend Articles 20.1.2, 20.1.2.1, 20.1.2.2, 20.1.2.3 of the CBA by deleting those Articles and replacing them with the following terms:

20.1.2 Retirement Benefits
Employees, 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 of 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 dollars ($2,000.00) for an employee with ten (10) consecutive years of regular District employment, three thousand dollars ($3,000.00) for an employee with twenty (20) such years, and four thousand dollars ($4,000.00) 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 of 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 the twenty five dollars ($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. 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 sunsetting 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 expires on June 30, 2026; at that time, the obligation of the District and the classified insurance reserve fund to make a contribution as provided in this paragraph will cease, and no other contributions under the terms of Article 20.1.6 will be made.
4. The effective date of this Memorandum of Agreement is July 1, 2015.

IT IS SO AGREED this ___________ day of June 2015.

For the District: For Oregon School Employees Assn:

__________________________ ______________________
Jim Torrey, Board Chair Jo Ann Smith, Date
OSEA Chapter 1 President

__________________________ ______________________
Christine Nesbit Date Mary Kay Brant Date
Associate Director – Labor Relations Field Representative
**APPENDIX A**

**WORK YEAR CHANGES (2015-16 Only)**

Work year. For 2015-16, there will be one day cut from the regular work year assignments defined in Sections 3.15. The day identified by the District is January 4, 2016, and is a non-work day (employees will not be allowed to work or report to work on that day). The day will be unpaid and employees will not be eligible to use paid status time such as vacation, sick leave or compensatory time on those days.

a. Exceptions to a designated furlough day will be made for emergency crews required to report on hazardous weather days. Any other exception or variance will be approved in writing in advance by the Human Resources Director, with notice to OSEA.

b. Bargaining unit members shall not suffer any additional loss of pay or benefits as a result of the District’s decision to reduce work assignments (i.e. vacation, holiday, sick leave, insurance contribution, or calculation of seniority).

c. Employees who are paid on a time-sheet basis will have the reduction in pay during the pay period in which the furlough occurs. All other employees will have the reduction in pay spread across paychecks throughout the fiscal year.

d. The day cut is a student day, and may be offset by a hazardous weather day. Notice that days will be added to the end of the year will be made by April 15, 2016.

e. The District may restore the day upon 30 days’ notice to OSEA.

f. This work year agreement does not set precedent for future decision.

**APPENDIX B**

**COMPENSATION SCHEDULES**

**Pay Schedules, COLA and Longevity:**

The pay schedules in Appendix B describe the pay rates for all bargaining unit members beginning July 1, 2015.

**2015-16**

The Food Services salary schedule for 2015-16 reflects the following changes from the 2014-15 schedule:

- Step 1 has been eliminated, and existing steps 2 through longevity will be renumbered steps 1-9.
- The schedule has been increased by a 2.2% cost of living adjustment (COLA).
- New Step 9 (formerly “longevity” on the 2014-15 schedule) reflects a 1.0% increase, such that the increment between New Steps 8 and 9 is 2.5%.
- A new longevity step has been added and represents a 1.0% increase above new step 9. A bargaining unit member is eligible for the longevity step after having been on new step 9 for one (1) year and is eligible for a step advance under section 19.3.

The remaining salary schedules for 2015-16 reflect the following changes from the 2014-15 schedule:
• The schedule has been increased by a 2.2% cost of living adjustment (COLA).

**2016-17:**

The 2015-16 classified salary schedules will be increased by 2.0% effective July 1, 2016. In addition, 1.5% will be added to the longevity step on the Food Services salary schedule only.

**2017-18:**

The 2016-17 classified salary schedules will be increased by 2.2% effective July 1, 2017.

**Step:** During 2015-16, 2016-17, and 2017-18, step eligible employees will advance a step, except as follows: due to the renumbering of the Food Services Salary Schedule in 2015-16, employees on step 1 in 2014-15 will remain on step 1 in 2015-16, and new step 1 reflects a 2.5% increase over existing step.

**Grandfathered clause from 1997-98:** Each bargaining unit member who received a three percent (3%) increase in their hourly rate of pay under the terms of the 1997-98 agreement shall continue to receive the value of the three percent (3%) increase under the terms of this Agreement. For example, an employee on step 9 who received the three percent (3%) during 1997-98 will have their 2014-15 hourly rate plus three percent (3%). If an employee receiving the additional three percent (3%) successfully promotes to a different position on the employee’s hourly rate before promotion including the three percent (3%) will be the hourly rate used to place the employee in the new position pay grade step and eligibility for the additional three percent (3%) ends.

**APPENDIX L**

**DATA GATHERING AND STUDY OF AFFORDABLE CARE ACT; STUDY OF LONG-TERM LEAVE BENEFITS**

Three members each from OSEA and the District will convene on a regular basis during the fall of 2016 and 2017 to jointly study the implications of the Affordable Care Act on members, to collect demographic data from members and to collect data for the purpose of informing the OSEA and District bargaining teams for 2018.

Three members each from OSEA and the District will convene during the term of this agreement to jointly study the current long term leave benefits provided by the contract, to collect data on the same, and to advise the OSEA and District bargaining teams on any recommended changes in 2018.