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 Date Jo Ann Smith, Date
OSEA Chapter 1 President

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Christine Nesbit Date Mary Kay Brant Date
Associate Director – Labor Relations Field Representative