Memorandum of Agreement
Between
Eugene Association of Substitute Teachers
And
Eugene School District 4J

Recitals

1. Eugene School District 4J (District) and Eugene Association of Substitute Teachers (EAST) are parties to a collective bargaining agreement (contract) with effective dates of July 1, 2015 through June 30, 2018. Article IX – Leaves of Absence, Section A, provides:

“A. PAID LEAVES - SICK LEAVE

1. One (1) day of paid sick leave shall be provided to a substitute who has worked fifteen (15) consecutive days in one teaching assignment for one regular teacher. If the substitute continues in the same assignment beyond fifteen consecutive days, thereafter additional paid sick leave shall accumulate at the rate of one (1) for each twenty (20) days worked.

2. Sick leave days that are earned and not used in any long term assignment may be accumulated to a maximum of two (2) days to be used in another long-term assignment after twenty (20) days in that long term assignment.

3. “Sick leave” means absence from duty because of the employee's illness or injury or because of disability caused by pregnancy or childbirth which prevents the substitute from working.”

2. The district provided notice to EAST about how it intended to implement Senate Bill 454 (2015) relating to sick time, and EAST demanded to bargain.

3. Representatives of the parties, having bargained in good faith, have reached the agreement below.

Agreement

1. The parties hereby strike Article IX – Leaves of Absence, Section A – Paid Leaves – Sick Leave, subsections 1, 2 and 3 in their entirety, and replace it with the following language:

“A. Paid Sick Time

1. Employees earn sick time at the rate of one hour for every 30 hours worked as a guest teacher. A maximum of 80 hours may be accrued. Employees are eligible to earn sick time on the first day of employment as a guest teacher.

2. Employees may use up to 40 hours of sick time per year, in 4-hour increments, to care for the employee or family member’s illness, injury or health condition, or need for preventive medical care, or other reason allowed by ORS 653.601 to
Sick time may be used only for a period for which the employee is already scheduled to work. Employees will not accept assignments for a day the employee anticipates needing to take sick time. Employees will follow the notice and verification procedures required by the district. Paid sick time runs concurrently with any other applicable leave benefit, paid or unpaid.

2. Employees with a current balance of sick leave earned under the former Article IX, Section A, Subsections 1, 2 and 3, will have the balance credited as sick time.

3. Should SB 454 (2015) be repealed, or substantially modified by legislation enacted before 2020, the parties agree to expedited bargaining on the subject of sick time.

4. This agreement becomes effective when signed by each party, and will expire on June 30, 2018 or when the parties ratify a successor agreement, whichever is later.

Eugene Association of Substitute Teachers

Loressa Dunn Date
President

Eugene School District 4J

Mary Walston Date
Chair, Board of Directors

Peter Swinford Date
UniServ Representative

Christine Nesbit Date
Associate HR Director