

RE-EMPLOYMENT OF RETIRED EMPLOYEES

Relative Information: The District maintains the option of re-employment of retired employees during transitional periods. Re-employment assists the District in planning for known retirements and the Employee in bridging the gap between employment and retirement.

A. CONDITIONS FOR RE-EMPLOYMENT

Except for extenuating circumstances approved by the Board of Directors, re-employment must commence within 14 days of official retirement date.

A re-employed member is a temporary employee. The temporary employee will maintain the same rank and salary step as held prior to retirement. The District will assign the temporary employee based first upon the District needs and then the employee's request.

The District will pay overtime for hours worked outside the scheduled work period (40 or 56 hours per week). Retirees from positions in the Bargaining Unit are not eligible for call back overtime until all other eligible Bargaining Unit members have declined the overtime opportunity.

The temporary employee shall not be eligible for promotion during the contract period. In the event of any layoffs in the same position, the temporary employee will be the first person laid off.

The District defines seniority as "the length of continuous employment as a full time employee"; therefore the retiring employee's seniority culminates upon the official retirement date.

The re-employment period shall not exceed the total hours allowed per calendar year by PERS without reestablishing membership (599 for lump sum, 1039 for monthly benefit). Re-employment will end upon completion of the scheduled workday when the next workday will exceed the appropriate maximum hours allowed by PERS. Employees will be required to submit accurate records of hours worked to comply with this Oregon PERS requirement. The temporary employee will submit work records on the same forms and in the same manner as members holding the same rank.

B. BENEFITS DURING RE-EMPLOYMENT

REPRESENTATION: Temporary employees are not members of the Bargaining Unit; however, the Bargaining Unit can choose to represent them if they retired from a represented position. Based upon the position held at retirement, the provisions of the Collective Bargaining Agreement (CBA), Non-Represented Salary/Benefit Schedule, and/or District policy related to worker's compensation, due process, death of a family member, legal appearances/jury duty, exchange of time, uniforms, and personal protective equipment will apply to the temporary employees.

SICK LEAVE: Re-employed retirees are not eligible for paid sick leave nor do they carry any sick leave past retirement. The temporary employee may take unpaid sick leave equal to the rate they were accruing the day of retirement times the duration of re-employment. Sick leave can be used following normal District policies.

VACATION: Re-employed retirees are not eligible for paid vacation leave nor do they carry any vacation leave past retirement. The temporary employee may take unpaid vacation leave equal to the rate they were accruing the day of retirement times the

duration of re-employment. Vacation leave can be used following normal District policies. 56-hour temporary employees will follow the labor agreement for scheduling and using vacation leave. These employees are counted as part of the maximum off per platoon.

HOLIDAY: 40-hour employees will observe holidays as provided in the labor agreement or Non-Represented Salary/Benefit Schedule as appropriate for the position. 56-hour employees will receive 13.5 hours of paid leave for each holiday occurring during their re-employment period. Employees who end their re-employment period with a balance of holiday hours shall be paid for those hours. Holiday leave can be used following normal District policies. 56 hour temporary employees will follow the labor agreement for scheduling and using holiday leave. These employees are counted as part of the maximum off per platoon.

INCENTIVES: Retirees re-employed in positions requiring EMS certification will maintain their EMS certification level held at the time of retirement. These retirees will receive the current EMS incentive pay for the position in which they are re-employed. The District will not provide longevity pay or similar extra pay.

INSURANCE: Re-employed retirees are not eligible for health insurance benefits.

C. DURATION OF RE-EMPLOYMENT

The District will offer re-employment for a minimum of two months if the request is received by March 31 for retirement during the next fiscal year.

The District will offer re-employment for a minimum of four months when multiple 56-hour employees have requested re-employment by March 31 for retirement during the next fiscal year if all agree to retire at the same time with the same re-employment period. This will allow the District to hire and train replacements in a cost effective manner.

The Fire Chief has the discretion to offer re-employment to employees who make their request outside of this period.

D. REQUEST FOR RE-EMPLOYMENT

Employees shall submit their request in writing to the Fire Chief with the following information:

1. Name and Rank of employee
2. Official retirement date as submitted on the retirement application.
3. Proposed first day of re-employment
4. Proposed last day of re-employment

The District shall provide a decision in writing to the requesting employee within 10 days of request receipt.

The District will not make any offer of re-employment to employees who were rated as unsatisfactory during their most recent performance appraisal.

The District reserves the right to deny any request for re-employment if the Board is considering layoffs to effectively balance the budget.

The District may not make an offer of re-employment to employees who have previously requested re-employment but retracted their letter of intent to retire.

If denied, the employee has 10 days to withdraw retirement notification.

E. TERMINATION OF RE-EMPLOYMENT

The District or the employee may terminate the re-employment contract prior to the last day of re-employment by providing notice at least five (5) business days in advance. The employee will receive compensation for all hours worked up to the termination period.

The District can immediately terminate the re-employment contract if the employee has violated any section of this policy.

Policy Statement: It is the policy of the Board of Directors that all District members retiring, in good standing with the District, shall maintain the right to apply for re-employment under limited conditions.