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Article 1

Term of Agreement

Labor Management Committee, Zipper and Savings Clause

- 1.1 This *Agreement* shall be effective upon bilateral execution of the parties' authorized representatives, and shall continue in effect through July 31, 2014. The *Agreement* shall be for a period of three years and shall be reopened each year for the purpose of negotiating wages, insurance, mileage and any non-monetary issue that is forwarded by the Joint Labor Management Committee.
- 1.2 If the Association wishes to negotiate a *Successor Agreement*, it shall notify the Agency no later than February 1 of the year the contract is to expire. By its failure to provide notice as herein provided, the Association shall waive its right to renegotiate this *Agreement* and it shall automatically be extended one (1) year.
- 1.3 This *Agreement* shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, except the implementation of this *Agreement* shall be subject to available funds.
- 1.4 **Labor-Management Committee**
 - 1.4.1 A Labor-Management Committee shall be established to address matters as provided herein. Meetings of the Committee shall be convened once each three (3) months, unless mutually agreed otherwise by the parties. The Joint Labor-Management Committee will include a maximum of three (3) Agency representatives and three (3) Association representatives.
 - 1.4.2 Any party expecting to raise an issue in the next meeting of the Labor-Management Committee shall forward an agenda title and description of the item to the other party no less than fifteen (15) days prior to the date of the meeting.
 - 1.4.3 The purpose of the Committee's meetings shall be to address matters of mutual concern to the parties. Accordingly, the Committee will not discuss grievances. The Committee will not function in place of the grievance procedure or the negotiation process. Subjects of discussion to include:
 - 1.4.3.1 Disseminate general information of interest to the parties.
 - 1.4.3.2 Give representatives an opportunity to express their views, or to make suggestions of subjects of interest to the parties.
 - 1.4.3.3 For any discussion or consensus of matters subject to negotiations or matters that could influence changes in the current or future labor contracts, it is understood that approval processes, for the Association and both the Board and Policy Council, are required.

1.4.4 The Association representatives shall be released from work to attend any meetings of the Labor-Management Committee that are scheduled during said employees' normal hours of work. Said employees shall be paid by the Agency for the time they are released from their regular duties to serve as representatives of the Association. The Labor Management Committee may decide to do a salary study that shall consider total compensation, including salary schedule adjustments based on reasonable, comparable information.

- 1.5 The Association and the Agency agree that all issues were fully bargained by the Agency and the Association during negotiations for the *Agreement*. Such issues include, by way of illustration and not by limitation, workload and all assignments during the workday and work year.
- 1.6 The Association and the Agency both mutually agree that the execution of the *Agreement* is in full and final satisfaction of all bargaining demands and obligations pertaining to all working conditions of members of the Association's bargaining unit. The parties mutually agree that this executed *Agreement* is a complete representation of both the subjective and objective manifestations of the parties and was reviewed carefully prior to the affixing of signatures. Both parties further agree that this *Agreement* supersedes all past practices and that there shall be no legal or quasi-legal challenges to inclusions or omissions, real or perceived, from this *Agreement*.
- 1.7 Nothing in this *Agreement* that conflicts with state or federal law or regulation shall be binding upon either party. In the event that any Article in this *Agreement* is declared invalid by any administrative panel or court of competent jurisdiction or is voided by statute during the term of this labor *Agreement*, the parties hereby agree that any such determination, action or legislative nullification shall apply only to a specific article or part of the article directly affected. It is further agreed that all other articles shall remain binding.

Upon timely written notification from either party to the other, the parties shall enter into negotiations for the purpose of attempting to obtain a replacement to the text or provision that was invalidated.

Article 2

Duty of Fair Representation

- 2.1 The Association shall represent all bargaining unit members in the Agency within the bargaining unit equally and without discrimination. The Association agrees to indemnify, defend, and hold the Agency harmless against any claim, demand, suit, or liability (monetary or otherwise) arising from any action taken or not taken by the Association with respect to its duty of fair representation.
- 2.2 OSEA acknowledges that employees serving as Association representatives shall normally be provided release time, but such release time will not be paid for by the Agency. (see 2.3 below)
- 2.3 The Agency shall grant up to a maximum of 41 hours paid leave per program year for the Union President or designee to be used for bargaining or participation on the Joint Labor Management Committee, the Joint Benefit Committee or representation at any initial investigatory interview if approved by the Association President. The Agency shall provide a paid substitute if needed, however if a substitute is not available the paid leave may need to be scheduled for another time or another representative will need to be chosen by the Association. The Association shall bear the responsibility to track and record the 41 hours via notations on timecards, notations to state bargaining and/or JLMC paid leave

Article 3

Unit Description

3.1 By certification of the National Labor Relations Board, the Association is the sole and exclusive bargaining representative for all employees as defined herein.

3.2 Specifically included in the bargaining unit are all of the following employees:

3.2.1 All full-time and part-time employees not otherwise excluded herein.

3.3 Specifically excluded from the bargaining unit are all of the following employees:

3.3.1 All confidential employees.

3.3.2 All supervisory employees.

3.3.3 All program managers.

3.3.4 All temporary employees.

A temporary employee is one who is to fill a position created for the purpose of completing a specific task, created for a time certain or for a seasonal purpose. A temporary employee will be hired for a period not to exceed ninety (90) working days.

3.3.5 All substitute employees.

A substitute employee is one who is hired for the purpose of filling a position of an absent employee.

3.3.6 All volunteers.

3.3.7 Limited Term Employee

Employees hired to provide assistance to a single social needs child are subject to dismissal if the child becomes unavailable, leaves the agency, or is judged to no longer require such assistance, or funds are exhausted.

Article 4

Dues Deduction – Financial Core Implementation

- 4.1 Employees covered by this *Agreement* at the time it becomes effective and who are members of the Association shall be required to pay dues to the Association at a rate established by the Association. The Agency agrees to deduct from the wages of each Association member the dues of the Association. Each such employee on the form provided by the Association shall submit an annual payroll deduction authorization to the Agency in writing.
- 4.2 The Agency agrees to transmit the dues and fees deducted as provided herein to the Oregon School Employees Association.
- 4.3 Financial Core Fee Authorization Procedures
 - 4.3.1 At such time as the Association advises the Agency that an Association membership vote has adopted a resolution that all bargaining unit members regardless of membership in OSEA, shall be required to pay either dues or a fair share fee, the Association may, by operation of this agreement, assess members of the bargaining unit either dues or a fair share fee, consistent with the provisions of the National Labor Relations Act.
- 4.4 In the event that a “financial core fee” is authorized as provided herein, said financial core fee shall represent the bona fide cost of representation for members of the bargaining unit. Financial core fees that may be assessed pursuant to this *Agreement* shall not include the Association’s costs for the following:
 - 4.4.1 Charitable donations or interest-free loans made by the Oregon School employees Association.
 - 4.4.2 Political lobbying.
 - 4.4.3 Costs associated with illegal strike activity.
 - 4.4.4 Litigation not involving the negotiation of agreements or settlement of grievances.
 - 4.4.5 Any other cost determined to be inappropriate by the National Labor Relations Board or any court of competent jurisdiction.
- 4.5 In the event that a “financial core” fee is authorized as provided herein, the Association certifies that it will provide the following to employees subject to financial core fee deductions:
 - 4.5.1 A reasonable explanation of the basis of the fee.
 - 4.5.2 A reasonably prompt opportunity to challenge the fee being assessed.
 - 4.5.3 The holding of disputed amounts in escrow pending resolution of any challenge.

4.5.4 An impartial determination of any challenge to a fee as provided herein.

The Association agrees to hold the Agency, its Board members, administrators, managers and all other agents, individually and collectively, harmless against any and all claims, suits, orders, or judgments brought against the Agency as a result of the provisions of this Article.

Article 5

Association Responsibility

- 5.1 The Association shall represent all employees within the bargaining unit equally and without discrimination.
- 5.2 The Association shall provide copies of this *Agreement* to all employees in the bargaining unit and to all new employees.
- 5.3 During the term of this *Agreement*, the Association and members of the bargaining unit as individuals or as a group will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the association or by any other labor organization when called upon to cross such picket line in the line of duty. The agency agrees that it will not lock out bargaining unit employees for the term of this *Agreement*.
- 5.4 The Agency shall provide the Association with reasonable space at the Agency's administration building and other facilities where the Agency has posted, as required by law or regulation, employment-related notices. The Association may place its bulletin boards adjacent to such regulatory postings. The Association's bulletin boards shall be reasonable in size for the particular space that is available. The Association may use its bulletin boards to post communications with bargaining unit members and shall include a statement that its source is the Association. The Association shall take assertive steps to assure that the posted material is not defamatory, scurrilous, untrue or unlawful. The Association shall also maintain the bulletin boards to assure that the posted material is timely and neat in appearance.
- 5.5 Use of Agency Mail: The Agency shall allow the Association to post notice of Association-sponsored events on the agency's electronic portal.
- 5.5.1 The Association, through its Association representatives, may place communications to its members in the Agency's mail courier system. No employee shall interfere with the distribution of the mail. The Agency may give its own mail priority in its distribution. All costs for materials placed in the system by the Association shall be borne by the Association.

Article 6

Agency Rights

The Association hereby recognizes the prerogative of the Agency to operate and manage its service delivery, operations, and responsibilities according to its determination. As the employer in this contract, the Agency retains all of the functions, rights, powers or authority not specifically abridged, delegated or modified by this Agreement. By way of illustration and not by way of limitation, the Agency shall have the right to:

- 6.1 Manage and control the Agency's business, the equipment, the operations and to direct the working forces and responsibilities of the employer
- 6.2 Direct the work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing. Further, it shall maintain the right to establish, modify or change any work or business hours or days.
- 6.3 The right to direct the working forces, including the right to hire, promote, discipline, suspend and discharge employees, evaluate employees on the basis of performance and conduct, transfer employees, assign work or extra duties to employees, create and revise position descriptions, determine the size of the work force and to lay off employees.
- 6.4 Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- 6.5 Adopt reasonable rules and regulations.
- 6.6 Determine the qualifications of employees, including physical capacities.
- 6.7 Determine the location or relocation of its facilities, including the establishment or relocations of new sites, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 6.8 Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- 6.9 Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- 6.10 Determine the size of the management organization, its functions, authority, and amount of supervision and table of organization.
- 6.11 Determine the policy affecting the selection, training or testing of employees.
- 6.12 Determine the wage at hire. Hiring steps are limited to one through three.

Article 7

Inclement Weather Closure, Cancellation and Delayed Openings

- 7.1 Inclement weather may result in one of the following for specific worksites:
- a. Closure; no students-no staff
 - b. Cancellation; no students, staff report
 - c. Delayed opening, morning classes cancelled, all staff report at 10:00 (unless otherwise stated).
- 7.2 If the agency or a worksite is closed, staff will be paid, up to eight (8) hours maximum, depending upon regularly scheduled hours.
- 7.3 If classes are cancelled, it is the responsibility of all bargaining unit members to report to work. If bargaining unit members are unable to report to work, they must call their supervisor as early as practicable. Time loss will not be paid but may, at the bargaining unit member's option, be covered by paid vacation or personal leave or unpaid leave.
- 7.4 Delayed opening will mean staff are to report to work at 10:00 am, unless otherwise stated. Time lost up to 10:00 am (or other stated time) will be paid.
- 7.5 The Executive Director (or designee) will determine work site closures, cancellations, or delays during periods of inclement weather. The Operations Director shall be responsible to notify local television and radio stations of closures, cancellations, or delayed openings for Head Start of Lane County work sites not later than 5:45 AM or as soon thereafter as possible. The Operations Director will notify the Head Start Director, Assistant Director, the Transportation Manager and the Food Services Manager of work site closures, cancellations, or delays so they can notify their staff. Information shall also be posted on the agency website under staff announcements at www.hsolc.org. If a bargaining unit member needs clarification about work status for the day, it will be the bargaining unit member's responsibility to call his or her direct supervisor for direction.

Article 8

Bus Drivers – Assignment and Responsibilities

- 8.1 A bus driver shall hold his/her regular route(s) from year to year unless said bus driver chooses to relinquish such route(s).
- 8.2 Specific job route(s), including those, not taken prior to the beginning of the school year, shall be posted and made available to bus drivers. Bidding shall be based on seniority as defined in this *Agreement*. The creation of such routes shall be at the discretion of the Agency.
- 8.3 The bidding referenced in Section 8.2 herein will be conducted in accordance with rules established by the Agency. Bus drivers may bid at their own discretion or may submit a proxy bid in advance of the bidding. In the event either of the above options are not exercised, the Agency may assign routes to the driver at the Agency's discretion.
- 8.4 The Agency may make minor changes in routes outside the bidding process. Routes that become vacant between bids can be reconfigured, continued, or discontinued at the discretion of the Agency.
- 8.5 Should non-transportation work become available current bus drivers may be given the option of performing those duties at the Agency's discretion and in accordance with other terms of this *Agreement*, if applicable.
- 8.6 If a bus driver is late or absent without notification, and he or she is called to report, the bus driver will accept any work assigned, as specified herein, including the remainder of the work originally assigned.
- 8.7 See also Article 11

Article 9

Workweek/Overtime/Rest-Meal Periods/Program Calendar

- 9.1 For the purpose of this contract, the workweek for full-year full-time employees shall consist of five consecutive days. During the school year, the workweek for school year employees shall, in most cases, consist of five consecutive days. However, it is recognized that many workweeks in the school year do not contain five days of work for school year employees.
- 9.2 Non-exempt employees in the bargaining unit who have been required to work in excess of forty (40) hours in any week shall be compensated for each additional said hour at one and one-half times such employees' regular rate of pay.
- 9.3 Rest and Meal Periods – Fifteen minute rest periods and thirty minute meal periods will normally be taken on schedule. When unusual situations occur which prevent a rest or meal period being taken at the assigned time, that rest or meal period will be taken as soon as it can be reasonably arranged.
- 9.4 Program Calendar - For each program year, the Association and the Agency agree to a one week agency closure during the winter break schedule for full-year classroom and administrative/support staff that are not required by the agency to work. The actual dates for the closure will vary year to year depending upon which days of the week the Christmas and New Year holidays fall.

Full year classroom staff and administrative/support staff will have the option to take the agency closure as unpaid time, as vacation and/or personal leave time, or a combination of paid or unpaid time. However if a combination of paid and unpaid time is chosen, then paid time must be used first

Employees must be in paid status the day before and the day after the holiday to receive holiday pay, so a combination of paid and unpaid leave may result in no holiday pay. If an employee chooses to take the full week as unpaid time that would count as one layoff week (if the employee has layoff time) otherwise it is just considered unpaid time.

Article 10

Holidays & Paid Leaves

10.1 Holidays

10.1.1 Eligibility and Rate of Pay

- 10.1.1.1 Eligibility: Regular employees are eligible for holiday pay.
- 10.1.1.2 A regular employee must be in a paid status both the day before and after a holiday in order to be eligible to receive holiday pay during the winter or spring break periods or during any leave period. Employees on suspension or summer lay-off are not eligible for paid holidays during those periods.
- 10.1.1.3 No holiday pay will be paid while an employee is drawing disability or injured worker pay.
- 10.1.1.4 Rate of Pay. A regular employee shall be paid for the holiday as though that employee had worked their regular schedule, up to eight (8) hours, for that day, provided that no employee on a flex schedule shall lose or gain pay for the week as a result of the holiday.
- 10.1.1.5 The term "Regular Employee" shall mean a full-time or part-time employee who is scheduled and works 20 or more hours per week on a consistent basis.

10.1.2 Scheduled Holidays

- 10.1.2.1 Head Start of Lane County is not in operation in recognition of the following Holidays:

New Year's Day	President's Day
Memorial Day	Martin Luther King's Birthday
Fourth of July	Labor Day
Veterans Day	Christmas Day
Thanksgiving Day	Day after Thanksgiving

- 10.1.2.2 Holidays that fall on Saturday will be observed on the preceding Friday, and those falling on Sunday will be observed on the following Monday.
- 10.1.2.3 A paid holiday not worked will not be credited as a work day for computing overtime.
- 10.1.2.4 Any employee desiring a religious holiday not listed in this benefit package may request their choice of the following options.
 - (a) Use available personal day or vacation day
 - (b) Use unpaid approved personal leave.

10.2 Personal Days

10.2.1 Eligibility: Regular employees are eligible for personal days. The number of personal days is determined by the number of mandatory scheduled weeks in a given fiscal year (Aug 1 through July 31).

- 15-43 weeks = 1 personal day
- 44-46 weeks = 2 personal days
- 47-49 weeks = 3 personal days
- 50-52 weeks = 4 personal days

10.2.2 Rate of Pay: The daily rate of personal day pay is calculated by averaging the number of hours scheduled to work per week by five (5) work days (i.e, 35 hours/working 5 days, $35/5 = 7$ hours /personal day pay).

10.2.2.1 Personal day hours paid during any work week will always be paid at a straight time rate. Those hours will not be considered in computing overtime hours worked in that work week.

10.2.3 Scheduling & Use: Personal days may be used for any reason, but must be approved in advance by the employee's direct supervisor.

10.2.3.1 Personal days may be used by employees who are on approved medical, parental or family leaves.

10.2.3.2 Personal days cannot be used when employees are on suspension, summer lay-off, personal leave without pay, or while receiving injured worker pay.

10.2.3.3 Personal days must be used in the fiscal year granted. There will be no carryover of personal days from one fiscal year to another.

10.2.3.4 Unused personal days will not be paid at termination.

10.2.3.5 Personal days will not be available to new hires until after three continuous months of employment.

10.3 Vacation

10.3.1 Eligibility: Regular employees are eligible for vacation pay. The amount of vacation time available is determined by the following:

10.3.1.1 Employees hired on or prior to Dec 1st of the current fiscal year, Aug 1st through July 31st, are qualified for 5 days of paid vacation.

10.3.1.1.1 Use of vacation will not be available to new hires until after three continuous months of employment

10.3.1.2 Employees hired after Dec. 1st will not be qualified for vacation pay the first fiscal year of employment, but will be eligible for 10 days of paid vacation the following fiscal year.

10.3.1.3 Employees who have completed the first fiscal year and up to 5 years of eligible employment are qualified for 10 days of paid vacation per fiscal year.

10.3.1.4 Employees who have completed 5 or more years of eligible employment are qualified for 15 days of paid vacation.

10.3.1.4.1 Employees who reach the 5 year period prior to the first day of Spring Break will be awarded the additional days during the current fiscal year. Employees who reach the 5 year period on or after the first day of Spring Break will be allotted the additional days the following fiscal year.

10.3.2 Rate of Vacation Pay:

10.3.2.1 The number of hours of vacation pay allotted is calculated by averaging the number of hours scheduled to work per week by five (5) work days (i.e. 35hours/week divided by 5 work day = 7 hours vacation pay per day).

10.3.2.1.1 If an employee is reclassified to a position with a reduced or increased hourly schedule, remaining vacation hours will be adjusted accordingly.

10.3.2.2 Vacation hours paid during any workweek will always be paid at a straight time rate. Those hours will not be considered in computing overtime hours worked in that workweek.

10.3.3 Scheduling and Use of Vacation:

10.3.3.1 All employees scheduled for Winter and/or Spring Break lay-off may not use vacation hours outside of Winter or Spring Break lay-off, unless they have vacation hours in excess of Winter and Spring Break periods. If there is a special need for these employees to utilize vacation pay outside of the Winter and/or Spring lay-off periods, they must submit a written request to the Program Director or designee. Approval of such request is at the sole discretion of the Agency. The request must be in writing and a minimum of one month in advance, or if an emergency, as soon as possible. Other employees shall be eligible to use vacation hours available to them any time during the fiscal year (with exceptions as stipulated below) with advance written notification and subject to the approval of the supervisor. Vacation requests during pre-service, in-service, and at the beginning of a school year, Aug. through Sept. are highly discouraged.

10.3.3.2 Use of vacation hours available to employees who are on approved medical, OFLA, or FMLA leave after exhaustion of available sick leave, will be acknowledged by the employee at the time of the application for leave.

10.3.3.3 Vacation hours cannot be used when employees are on suspension, summer lay-off, personal leave without pay, or

while receiving injured worker pay.

10.3.3.4 Twelve (12) month employees who become ill while on vacation, and furnish a written doctor's opinion obtained during the eligible leave days, shall be allowed to charge that time to their accrued sick leave. All other employees who become ill while on vacation will not be allowed to charge that time to their accrued sick leave, but will be required to charge the hours to their vacation as per the agreement when they left on vacation.

10.3.3.5 Vacation hours must be used in the fiscal year granted. There will be no carryover of vacation hours from one fiscal year to another.

10.3.3.6 Employees who terminate shall be entitled to receive vacation pay if eligible, not to exceed the unused vacation hours at the following rates:

- First year - 1/2 day per month worked (max 5 days)
- 2nd year up to 5 years - 1 day per month worked (max 10 days)
- Greater than 5 years - 1 1/2 days per month worked (max 15 days)

If hours worked in partial months equal or exceeds 10 work days then an additional month will be credited.

10.4 Sick Leave

10.4.1 Sick leave is provided by Head Start for the purpose of protecting income for employees who because of illness or accident are temporarily absent from work. Employees who are required to care for immediate family members who are sick or injured may also use sick leave. Immediate family members are defined as Wife, husband, son, daughter, mother, father, brother, sister, grandparents, grandchildren, partner sharing a home, or a relative by marriage of comparable degree (in-laws).

10.4.1.1 Eligibility

10.4.1.1.1 All regular employees are eligible for sick leave

10.4.1.1.2 Temporary/substitute employees are not so eligible.

10.4.1.2 Amount

10.4.1.2.1 Regular employees earn sick leave at the rate of .046 hour for each non-overtime hour while in a paid status.

10.4.1.3 Accrual

10.4.1.3.1 Sick leave accrues and can be carried forward indefinitely, except that an employee's sick leave accrual cannot exceed 260 hours.

10.4.3.1.2 All sick leave hours accrued by an employee are lost to the employee upon termination of employment at Head Start of Lane County.

10.4.3.1.3 An employee does not accrue sick leave while on suspension, summer lay off, or leave without pay.

10.4.3.1.4 If an employee exhausts the sick leave accrual, the employee has two options:

(a) Use vacation pay or personal days

(b) Use leave without pay, upon approval of unpaid leave.

10.4.2 Sick Leave Bank

10.4.2.1 Sick leave bank shall not exceed 50 (full time equivalent) days per year. The first 50 people who contribute one (1) day per person will fill the bank.

10.4.2.2 The sick leave bank shall only be used by those eligible for and applying for Short-Term Disability. Bank usage is limited to 10 days maximum during the two week waiting period for Short-Term Disability and cannot be taken in less than half day increments. The Labor Management Committee can limit sick leave bank use by mutual agreement to be placed in a memorandum of understanding.

10.4.2.3 Applicants requesting use of the sick leave bank are not required to belong to the bank by having made a contribution to the bank.

10.4.2.4 Applications must be submitted to Human Resources in writing (e-mail acceptable) and donations will be granted based upon the date of the disability (as determined by a physician), not the date of the request. Donations will be granted until the sick leave bank is exhausted.

10.5 Family Leave

10.5.1 Bargaining unit members shall be entitled to Family Leave as provided under applicable state (OFLA) and federal (FMLA) law. At the time such leave is requested, the employee shall give notice to the Agency under which law said leave is being requested. The Agency reserves the right to require medical certification to support a request leave provided under this section. As provided by law, the Agency may require the use of available paid vacation or sick leave and may determine the order in which paid leave is to be used.

10.6 Leave for Jury Duty

10.6.1 Eligibility

10.6.1.1 All regular employees are eligible for paid leave for jury duty upon submission of a jury summons to the Human Resources Manager.

10.6.2 Rate of Pay

10.6.2.1 An employee on jury duty will be compensated at the employee's regular rate of pay, while required to be present by the court.

10.6.2.2 If an employee takes paid leave for jury duty, that employee is expected to sign over to Head Start of Lane County any reimbursement the employee receives for that jury service.

10.6.3 Reporting to Work – Employees released from jury duty before the end of their shift are expected to report to work that day. A supervisor may make an exception for an employee working in one city and serving on a jury in another city.

10.6.3.1 **Excuse from Jury Duty** - Employees called to jury duty will be expected to serve as jurors during the periods 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 Agency, or when, in the opinion of the Agency, the nature of the employee's assignment is such that it is impossible to provide an adequate substitute.

10.7 Funeral Leave (Bereavement)

10.7.1 Eligibility - All regular employees are eligible for bereavement leave. Temporary/Substitute employees are not so eligible.

10.7.2 Extent

10.7.2.1 Death of an immediate family member in Oregon qualifies an employee for three days of paid leave to attend the funeral. Immediate family member defined as wife, husband, son, daughter, mother, father, brother, sister, grandparents, partner sharing a home, or a relative by marriage of comparable degree (in-laws).

10.7.2.2 Death of an immediate family member in another state (or in another country) qualifies an employee for five days of paid leave to attend the funeral. Immediate family member defined same as 10.7.2.1.

10.7.2.3 "Days" for the purpose of this subsection shall be prorated to the employee's regular assignment (excluding overtime) for the day on which the funeral leave is approved.

10.7.3 Limitation - A regular employee is entitled to use bereavement leave two times per program year.

Article 11 Salary

- 11.1 For the fiscal year 2011/2012 there shall be no Cola.
- 11.2 For the 2011/2012 there shall be no across the board step increase for bargaining unit employees. Eligible Step increases in subsequent years, shall depend on bargaining, thereby requiring that the Agency Board shall determine the needs of the agency and declare whether funds are available. Contract step increases shall not be status quo.
- 11.3 Wages for 2012/2013, 2013/2014 are subject to interim bargaining.
- 11.4 Conference Days – Work shall be provided for the food service workers for all four conference days. Work will be provided for bus drivers on conference days which fall on regularly scheduled work days. Two of those days may be offered as mandatory training at the beginning of the year. Classroom food service workers would not be provided any work during the four conference days.
- 11.5 Working Out of Range – An employee temporarily assigned to perform the duties of a higher paid classification for more than five (5) consecutive days, shall be considered to be working out of range. An employee so assigned shall be placed on the higher classification range at the entry level step or at the first step that results in a pay increase. The higher rate of pay shall begin on the sixth (6) consecutive day.
- 11.6 Mileage Reimbursement – Eligible mileage will be reimbursed at 50.0 cents per mile for approved work related travel. No mileage shall be reimbursed where an agency vehicle or other form of transportation is agency-recommended for work related travel. Mileage reimbursement requires proof of current auto insurance for the vehicle driven and valid Oregon driver's license. Mileage for 2012/2013, 2013/2014 is subject to interim bargaining.
- 11.7 Bi-Lingual Wage Differential -The agency will pay an additional 25 cents per hour for staff who have met the eligibility requirements for bi-lingual (Spanish/English) skills. The wage differential shall not be indicated on the non-bargaining unit wage scale but rather be considered a stipend for additional duties.

The agency shall retain a non-bargaining unit source to provide the intermediate level testing and rating for staff who have indicated an interest in being tested for the stipend. The agency shall have sole discretion for developing the criteria, testing materials, and determining the ratings, schedules and timelines for testing of existing and newly hired staff. Staff who receive the wage differential will be expected to provide basic verbal translation services at work sites and times as requested by the agency; this may also include transfers/reassignments to sites requiring the services.

11.7.1 Eligibility - The staff person must be at a work site and/or in a position that has need for Spanish/English interpretation skills as determined by the agency.

11.7.1.2 Staff must be rated at an intermediate skill level or higher for bi-lingual (Spanish/English) verbal interpretation in order to receive the 25 cent per hour wage differential. If the staff person is already in a position that had intermediate or higher bi-lingual (Spanish/English) requirements. they need not test again.

- 11.8 Emergency Call Back - An employee who is called back to work outside of their regular assigned work hours for a building emergency will be guaranteed a minimum of one and one half hours pay at a rate of time and one half.
- 11.9 Bus Driver/Show up Time - Bus Drivers will receive a minimum of two hours pay at the regular rate for cancelled field trips, and/or classroom closures (not due to inclement weather) when they have not been notified of such cancellation or closure one hour in advance of their scheduled/arranged start time.

Article 12
Insurance & Retirement

12.1 The Insurance plan for employees subject to this *Agreement* shall be as follows:

12.1.1 Employee only medical insurance.

12.1.2 Employee only dental insurance.

12.1.3 Employee only life insurance.

12.1.4 Short Term Disability Insurance

12.1.5 Employee Assistance Provider

12.2 Insurance programs listed in Section 12.1 above shall be those offered as of the date this *Agreement* is executed or as otherwise agreed to by the parties.

12.3 For each employee who is regularly scheduled to work and who actually works twenty (20) or more hours per week for a minimum of three (3) continuous months, the Agency shall remit each month the following amounts towards the premiums of the insurance programs as provided herein:

Effective October 1, 2011 for the 2011/2012 insurance year, the employer shall contribute a maximum of \$520.00. Employees shall contribute \$20.34 per month towards the health insurance premium cost.

Insurance contributions for 2012/2013, 2013/2014 are subject to interim bargaining.

12.4 Employees newly hired by the Agency shall be eligible for Agency-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month on which the employee became eligible as provided in Section 12.3 herein.

12.5 The Agency agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

12.6 Employees separated from employment with the Agency shall have benefits terminated upon the end of the month in which the separation occurred.

12.7 Within sixty (60) calendar days after the execution of this *Agreement*, the parties shall establish a Joint benefit Review Committee consisting of two (2) representatives of the Agency and two (2) representatives of the Association. The Joint Benefit Review Committee shall meet for the purpose of adjusting insurance programs and benefits to reduce costs. Any such adjustments shall become effective upon consensus of the committee's members. Without consensus the existing coverage shall remain in effect.

- 12.8 Upon notification to the Agency from the Association on or before March 1 of each year during the term of the *Agreement*, the Agency's contribution towards the cost of premiums as provided in Section 12.3 herein shall be subject to "reopener negotiations."
- 12.9 After consulting with the Joint Benefit Review committee, giving weight to their recommendation, the agency shall select the carrier.

12.10 Retirement Savings Plan

All regular employees are eligible to make elective deferrals from their paychecks to the Head Start of Lane County 403(b) Tax Deferred Annuity Plan. Employees can elect to contribute, according to a salary reduction agreement, a percentage of their annual compensation. The Internal Revenue code permits the accumulation of money under the plan on a tax-deferred basis.

Whether or not an employee chooses to save in the plan, the agency also has the discretion to make contributions to eligible employees. To become eligible under the current plan an employee must have completed at least two years of service and have worked a minimum of 700 hours in each year (see 403B plan booklet for eligibility and entry date details). Agency contribution amounts may vary from year to year depending on availability of funds.

The agency also has the discretion (based on funding availability) to match a portion of eligible employee elective deferrals up to \$250 maximum.

Article 13

Seniority

- 13.1 For all members of the bargaining unit hired before the date of bilateral ratification of this *Agreement*, seniority shall be computed from the date of hire with the Agency computed from the employee's most recent hire. For all members of the bargaining unit hired on or after the date of bilateral ratification of this *Agreement*, seniority shall be computed from the first day of actual service within the bargaining unit computed from the employee's most recent hire.
- 13.2 Seniority shall not continue to accrue for any bargaining unit member who is promoted to a supervisory, management or confidential position. However, neither shall such a promotion vacate any such seniority.
- 13.3 Employees who are hired into a bargaining unit position or who are promoted to a new classification within the bargaining unit shall be subject to a probationary period of six (6) months of continuous employment in said work. Newly hired probationary employees may be suspended or discharged at the discretion of the Agency without recourse to the grievance procedure contained in this agreement. Newly promoted employees shall be subject to the provisions of Article 13.4.
- 13.3.1 Probationary Period – Winter, spring and summer layoff periods and/or any other paid or unpaid absence that is more than one week (5 days) in duration shall not be counted towards the six (6) continuous months of employment.
- 13.4 Any bargaining unit member who is promoted and thereafter does not successfully complete the promotional probationary period as provided in Section 13.3 herein owing to his/her performance in the promoted position, may, upon written request submitted to the Agency's Human Resources Consultant or designee, return to his/her former position.
- 13.5 The employer shall develop and maintain a list showing the seniority placement of all employees in the bargaining unit. This list will be updated annually no later than November 15th of each year. A copy of the annual list as referenced herein shall be furnished to the Association president within fourteen (14) calendar days after it has been completed by the Agency. Unless the Association communicates an objection within fourteen (14) days after it was provided to the Association president, the seniority list will be considered complete and accurate. Any challenge to the annual seniority list must be timely and submitted in writing to the Agency's Human Resources Consultant or designee specifying where the list is inaccurate or incomplete.

Article 14
Reduction in Force/Recall

14.1 This article does not apply to separation from employment that occurs owing to the Summer Recess, Winter Break or Spring Break.

14.2 Layoff

14.2.1 The Agency may lay off any employee(s) because of a lack of funds, curtailment of work, change in organization or other reasons as determined by the Agency. The order of layoff shall be based on considerations of assignment, qualifications, and seniority.

14.2.2 Seniority shall be as defined in Article 13 of this *Agreement*.

14.2.3 Qualifications shall be as determined by the Agency.

14.2.4 Assignment shall refer to a discrete work site.

14.2.5 An employee who is laid off will remain on the layoff list and be eligible for recall for a period not to exceed one hundred eighty (180) calendar days from the date of the notice of layoff.

14.2.6 Unless otherwise provided herein, the Association and the affected employee shall be notified in writing of a pending layoff no less than fourteen (14) calendar days prior to the planned effective date of the layoff.

14.2.7 When a position is adversely affected by a layoff, the person who holds that position may bump into the least senior position in the same classification.

Should such a position not exist, the affected employee may bump into a previously held classification provided they are more senior than the least senior employee in that classification, subject to Agency's Article 14.2.1. determination of assignment to a discrete work site or qualification. An employee bumping into a position shall be compensated at the wage rate for the classification of the position to which he/she bumped.

The employee must be qualified to perform the duties of the position to which the employee is bumped. An employee exercising his/her bumping rights shall give at least seven (7) calendar days notice to the employer in writing within the fourteen (14) day period prior to the planned effective date. Any employee being affected by bumping will be given notice of layoff as soon as possible.

If the affected employee has not held a position in a previous classification, the employee shall be considered as laid off and will be subject to the recall language in 14.3 of this contract.

14.2.8 If the affected position is a direct service employee in either the full day or part day program, and the position into which they are entitled to bump is opposite of their current position, the employee will be afforded a one-time right to refuse to exercise their right to bump. In this case the employee shall be considered laid off and subject to the recall language in 14.3 of this contract, and shall remain on the recall list for 180 days or until they are restored to a position in the classification and program from which they were laid off.

14.2.9 The term “classification” as used in this article shall not be affected by whether the employee is a part-year employee or a full-year employee.

14.3 Recall

14.3.1 Employees shall remain on the active recall list for one hundred eighty (180) days.

14.3.2 In recalling employees, the employer shall notify the employee by registered mail addressed to the employee’s last address filed with the employer. The employee shall indicate acceptance of the position with seven (7) calendar days after the notice was posted and shall report for work within fourteen (14) calendar days after said notice of recall was posted unless otherwise directed by the Agency. An employee failing to respond to recall notice as provided herein shall forfeit all recall rights.

14.3.3 Whenever a vacancy occurs in a classification from which employees have been laid off, the most senior qualified employee affected shall be recalled to fill the vacancy. Employees on the recall list shall be eligible for recall in reverse order of layoff to any position that becomes vacant for which the individual is qualified as determined by the employer.

14.3.4 If an employee on layoff status, who prior to layoff held a full-time position, accepts a part-time position the employee shall remain on the recall list until such time as the employee is restored to a full-time position in his/her original classification or for one hundred eighty (180) days, whichever is sooner.

14.3.5 Right of Refusal. An employee laid off from a full-day position and who is recalled into a part-day position, or an employee laid off from a part-day position and who is recalled into a full-day position, shall have a one time right to refuse the offer of such position without forfeiture of that employee’s right to be recalled under the terms of 14.3.3.

14.3.6 Voluntary Demotion. An employee who has been laid off from one job title and who accepted an offer for a vacant position in a lower job title to gain employment shall remain on the active recall list for 180 days from the date of the layoff.

Article 15
Personnel Files

- 15.1 The Agency agrees to permit each bargaining unit member an examination of his/her personnel file upon by submitting a written request to Human Resources Dept no less than twenty-four (24) hours in advance of such inspection. Each inspection shall take place in a private location provided by the Agency during the normal business hours of the Agency's Human Resources Dept.
- 15.2 The Agency may require that such inspection and examination take place in the presence of an Agency designated agent.
- 15.3 Content of Personnel File. An employee's personnel file shall be maintained by the Human Resources Department. The employee's file shall not have any written reprimand, notice of suspension, return to work agreement, demotion or notice of dismissal that is delivered to the employee subsequent to the bilateral ratification of this *Agreement* that does not bear that employee's signature or initials indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and that the employee has refused to sign or initial such information. An employee shall have the right to attach a written statement of explanation to any material placed in his/her file which the employee believes to be incorrect or derogatory. All documents which are used to discipline an employee must be in the personnel file.
- 15.4 When a letter of caution, warning, admonishment, reprimand, or a Personnel Feedback Form either disciplinary and non-disciplinary has been placed in the employee's file and he/she has been employed for three (3) years without further reprimand or other disciplinary action, he/she has the right to request that the reprimand and related disciplinary documentation be removed for their District Personnel file. Incidents of gross neglect of duty , as defined by OAR 584-020-0040, shall be considered permanent personnel file records.

Article 16
Discipline

16.1 No employee shall be disciplined in writing without just cause.

Article 17
Grievance Procedure

17.1 The parties will endeavor to resolve grievance disputes at the lowest level. However, nothing in this procedure shall be operative or construed to cause either party to agree to any proffered settlement or resolution that may be proffered by the other party or by a neutral involved in the process.

17.2 **Definitions:**

17.2.1 A **grievance**, for the purpose of this contract, is defined as an alleged violation of the expressed terms of this *Agreement* which is submitted by an individual bargaining unit member or by the Association on behalf of an identified bargaining unit member. For purposes of this *Agreement*, a grievance shall be perfected when it is written, dated, and submitted by or on behalf of a member of the bargaining unit.

17.2.2 A **“class action” grievance** may be submitted by the Association. In such circumstances the Association shall be designated as the Grievant of Record. A class action grievance shall be perfected when it is written, dated, identifies each of the individuals by name who the Grievant of Record asserts are members of the affected class, and submitted in accordance herewith.

17.2.3 The term **“days”** referred to under the deadlines of this article shall be days that the Agency administrative office is open.

17.2.4 The **“aggrieved Person”** is the person, persons, or Association making the claim.

17.2.5 The **“Party of Interest”** is the Association making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim, or the Executive Director or his/her designee.

17.2.6 A **“Representative”** is anyone, including an attorney, expert, consultant, or adviser that a Party in Interest may choose to speak for and/or advise and/or assist a Party in Interest.

17.2.7 An **“Immediate Supervisor”** is the person having direct supervisory oversight of the duties and responsibilities of the Aggrieved Person.

17.3 **Levels**

17.3.1 Informal Level

The grievance will first be discussed with the immediate supervisor or other administrator who has jurisdiction of the matter. The grievance shall describe the alleged violation of the *Agreement* or concern, identify the term(s) of the *Agreement* that have allegedly been violated and specify the specific relief or remedy which will resolve the matter. An Association Representative may be present for the purposes of assuring that any adjustment to the grievance is not inconsistent with the terms of the *Agreement*.

17.3.2 Formal Level One

If the grievance is not resolved as a result of the Informal Level discussion referenced herein, a formal written grievance must be presented to the Human Resources Director or other administrator who has jurisdiction of the matter within fifteen (15) days following the act or condition which is the basis of the dispute. Otherwise it shall be considered withdrawn with prejudice. The grievance shall set forth the specific terms of the *Agreement* upon which the dispute is based, specific remedy sought and the reasons why the Informal Level discussion is being rejected as a means to resolve the dispute. The Human Resources Director or other administrator who has jurisdiction of the matter shall communicate his/her decision, in writing, within fifteen (15) days.

17.3.3 Formal Level Two (Appeals to the Executive Director)

Within fifteen (15) days of the receipt of the disposition rendered by the Human Resources Director or other administrator who has jurisdiction of the matter, the grievance, if it has not been resolved with the Formal Level One disposition, may be appealed, in writing, to the Executive Director, or the designated representative of same. A grievance not appealed within fifteen (15) days following the Level One disposition shall be considered moot.

The appeal shall include a copy of the original written grievance, the decision rendered, if any, reasons why the Level One disposition is being rejected as a means to resolve the dispute and the specific remedy sought.

17.3.3.1 Appeals to the Executive Director or his/her representative shall be reviewed within fifteen (15) days of his/her receipt of the appeal. Review will include at least one member of the current Personnel Committee and/or an Executive Member of the current Policy Council. No administrator who performed the Formal Level One review shall serve as the representative of the Executive Director.

17.3.3.2 The Executive Director or designee at his/her discretion may hold a hearing. In the event a hearing is held at least one member of the current Personnel Committee and/or an Executive member of the current Policy Council shall attend.

17.3.3.3 Within fifteen (15) days of reviewing the appeal or if there is a hearing, the Executive Director or his/her representative shall communicate his/her written decision. Unless otherwise provided herein, the decision of the Executive Director shall be final and binding unless appealed as provided herein no later than fifteen (15) calendar days after the date of the written decision.

17.4 Binding Arbitration

17.4.1 If the grievant is not satisfied with the Level Two decision, the Association may submit the matter to arbitration. To perfect an appeal to this level, the Association shall so notify the Agency in writing within fifteen (15) calendar days from the date of the Level Two decision, and shall request a list of arbitrators from the Employment Relations Board.

- 17.4.2 If the parties cannot mutually agree on an arbitrator from the list submitted, they shall alternately strike the name of an arbitrator from the list until one (1) name remains. The Association shall strike first.
- 17.4.3 In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association, except that they may mutually agree to be bound by expedited American Arbitration Association rules. The arbitrator shall also be bound by the rules of the American Arbitration Association in conducting the hearing and rendering his/her decision, provided that he/she shall not have the power or authority to amend, modify, alter, add to or subtract from this *Agreement*. The arbitrator shall be without authority to substitute his/her judgment for that of the Agency's in any matter not specifically contracted away by a provision of this *Agreement*.
- 17.4.4 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.
- 17.4.5 A lawful decision of the arbitrator within his/her authority shall be final and binding on the parties.
- 17.4.6 The arbitrator's fees shall be borne equally by the parties.

Article 18 Vacancies and Postings

18.1 **Job vacancy postings** will include the job title, work site, pay grade, hours, work year, basic qualifications and any current special position responsibilities and limitations on the duration of the position, if any. The posting will note that a specified site may become a different site on the day of hiring.

18.1.2 The agency will post a notice of all job openings for bargaining unit positions on the agency web site (staff/announcements). The agency shall give written notification to the Chapter President of each vacancy at the time it is posted. The notices will be posted for five (5) working days prior to the date the applications are no longer accepted.

18.1.3 All members of the bargaining unit who meet the minimum qualifications may apply for a posted position.

18.1.4 The Agency will make reasonable efforts to include at least one bargaining unit member to serve on the interview panel for bargaining unit positions.

18.1.5 A bargaining unit member not selected or granted an interview may request the hiring authority provide an explanation of why he or she was not interviewed or offered a position.

18.2 **Lateral Location Transfers** – Staff may submit a transfer request form to Human Resources, by March 15th and no later than May 15th of each year, asking to be transferred to:

- (1) a different site, or region
- or
- (2) from part-day to full-day or full day to part day

Transfers will be considered by the Agency in its sole discretion during the staffing process.

18.3 **New Hires and Reclassifications** - Management will notify the OSEA Chapter President or his/or designee of all bargaining unit new hires and reclassifications. The Association may use the Agency communication system to invite new unit members to meet with the Association Representatives on non-work time.

Article 19

Health and Safety

- 19.1 The employer shall take all reasonable steps to provide safe and non-hazardous work conditions for the employees in order to promote the health, safety, and well-being of the members of the bargaining unit.
- 19.2 Head Start of Lane County (Agency) agrees to schedule and provide first aid/CPR classes leading to certification for Head Start employees when required by law, rule, regulation or as otherwise directed by the Agency. The agency is not required to provide individual training for employees who have not attended scheduled classes.
- 19.3 Newly hired employees (when required by position) will be required to have such certification within 30 calendar days after hire at their own expense as a condition of employment.
- 19.4 Employees who fail or refuse to obtain first aid/CPR training as required by law, rule, regulation or as otherwise directed by the Agency shall be considered to have constructively resigned their position at Head Start of Lane County.

Article 20

Job Communication

20.1 Should the supervisor need to make a negative comment to an employee about their work performance in the workplace, unless the conversation involves an immediate safety or emergency subject, said conversation shall not be conducted in public or in front of other Head Start employees, other than any supervisor, human resources staff or union representative.

Article 21
Drug and Alcohol Policy

The Agency believes that we have a responsibility to our employees, volunteers, the families and children for whom we provide service and the general public to ensure a healthy environment and safe operating and working conditions. To satisfy these responsibilities, we must establish a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly the agency has adopted this drug and alcohol policy.

21.1 The following conditions and activities are expressly prohibited:

- A. The manufacture, or sale, or use or possession of alcohol, any controlled or illegal substance (except strictly in accordance with medical authorization) or any other substances which impair job performance or pose a hazard, when use or possession occurs on our premises or property, or during an employee's paid work hours. Employee's may possess alcohol in sealed (never opened) containers within employee parking lots and personal vehicles for legitimate personal use off duty and off premises.
- B. Reporting for work having consumed alcohol or used illegal drugs or controlled substances at a time, or in such quantities, or in a manner that may impair work performance. For purposes of this policy, having any detectable level of alcohol or an illegal or controlled drug in one's system while covered by this policy will be considered to be a violation.

The appropriate use of legally prescribed drugs is not prohibited, however, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected shall be reported to supervisory personnel and medical advice shall be sought, as appropriate, before performing work-related duties.

- C. Failure to notify the Executive Director or Human Resources Director of any convictions for a drug or alcohol violation occurring at the work place within five (5) days of the conviction will result in immediate termination. The Director or Human Resources Director will notify Region X of any drug or alcohol conviction occurring at the work place within ten (10) days of the conviction.

21.2 Testing

- A. **PRE-EMPLOYMENT** - The agency may test for drugs at any time during the hiring process, including before and after the employee receives a conditional offer of employment. At the current time the agency requires pre-employment drug testing for all Bus Drivers, Food Service Workers and Facilities Assistants. Applicants who fail the test or fail to report to the appropriate site at the time specified will not be hired.
- **REASONABLE SUSPICION** -When the agency has "reasonable suspicion" that an employee is in violation of this policy, the employee may be required to submit to testing to determine the presence or use of any involvement with alcohol or drugs. The Agency strongly recommends that any employee who observes, or is informed, and who has a reasonable suspicion that the impaired work ability of another employee exists due to drugs or alcohol, or observes another employee in the use or possession of drugs or alcohol, shall notify a supervisor.

1. For purposes of this policy "reasonable suspicion" is defined as:

- a. Reasonable specific contemporaneous, articulable observation made by a supervisor concerning appearance, behavior, speech or body odors indicative of employee use of drugs or alcohol, such as erratic job performance that includes slurred speech and/or stumbling or
 - b. Repeated patterns of absenteeism, tardiness, workplace conflicts and or anger outbursts or
 - c. Involvement in a significant work-related accident, etc
2. Alcohol and/or drug testing may be authorized, only after observations resulting in reasonable suspicion and after consultation with a substance abuse professional from the EAP, during the period of work hours that the employee is required to be in compliance with this policy, or within 15 minutes before or after work hours, or anytime an employee is on agency property.
 3. A written record shall be made of the observations leading to a reasonable suspicion drug or alcohol test and signed by the supervisor making the observations within 24 hours. Only a supervisor trained by a Substance Abuse Professional from the EAP may refer the employee to be tested.
 4. The agency will ensure that the employee under reasonable suspicion is transported to the designated collection or testing site.
 5. Failure to give consent to such drug and alcohol testing, failure to provide samples, or contaminating or tampering with the test sample, will be grounds for discipline up to and including termination.

B. POST ACCIDENT - Any employee involved in a significant work-related accident or incident that causes injury to any employee, including subject employee, or causes property damage, shall notify that employee's supervisor or designee no later than two hours, or as soon as practicable, following the accident. Drug and alcohol testing shall occur as soon as practicable, considering the need for medical care for the persons injured, including the employee, following the accident. The agency will ensure that the employee is transported to the designated testing site. Failure to give consent to such drug testing or alcohol testing, failure to provide samples, or contaminating or tampering with the test sample, shall be grounds for discipline up to and including termination.

1. The employee will notify their supervisor or designee no later than two hours or as soon as practicable following the accident.
2. The employee shall remain readily available for testing and failure to do so will be treated as a refusal to test. However it is understood that this requirement shall not be construed to hinder or delay necessary medical care for persons injured, including the employee, following an accident.
3. Drug and alcohol testing will occur as soon as is practicable.

4. The agency will ensure that the employee is transported to the designated collection or testing site.
5. Failure to give consent to such drug and alcohol testing, failure to provide samples, or contaminating or tampering with the test sample, will be grounds for discipline up to and including termination.

D. **RETURN TO DUTY TESTING** - Employees, if they continue employment after having tested positive shall comply with the following:

1. If the tests are positive and if a leave of absence for rehabilitation is granted, an employee will be required to participate in all recommended continuing care and work rehabilitation programs as determined by the EAP. Upon successful completion of all or part of these required programs the employee may be released to resume work, but must agree to reasonable suspicion and random, unannounced testing for up to 24 months after being returned to work. A specimen that fails the tests of integrity (specific gravity, etc.) will result in the employee's immediate suspension until an acceptable specimen is produced. Any additional testing required after a "failed integrity" will be at the employee's expense. Positive results on any employer requested test after return to work will result in discharge.

**This also applies to transportation employees (bus drivers) when engaged in non-bus driving duties.*

E. **DRUG AND ALCOHOL COLLECTION AND TESTING PROCEDURES** - will be performed by certified laboratory (by Department of Health and Human Services/Substance Abuse & Mental Health Services Administration) medical technologists/technicians as designated by the agency.

1. Drug Testing - The employee will provide at the designated laboratory a urine sample. A "split sample" is collected and initial testing is performed on one specimen.
 - a. Retest - Employees may request a split specimen retest within 72 hours of being notified of a positive drug test result. Re-testing costs will be at the employee's expense and time.
- 2 Alcohol Testing - The employee will submit to a blood or breath alcohol test at the designated facility. If there is any level of alcohol detected, a second confirmation test is administered at least 15 minutes but no longer than 20 minutes after the initial test.

F. **CDL DRIVERS (BUS DRIVERS)** - In addition to this Drug and Alcohol Policy, this classification of employees is required to adhere to additional testing and rules as Federally mandated. See "Drug and Alcohol Testing for Transportation Personnel".

21.3 Consequences of Drug and Alcohol Policy Violation

- A. Employees who violate this policy and have a positive test for an illegal drug or controlled substance or alcohol may be disciplined up to and including termination. **This also applies to transportation employees (bus drivers) when engaged in non-bus driving duties.*
- B. Employees who violate this policy will be suspended with pay pending the results of drug or alcohol testing.
1. If the results are negative, the agency will immediately return the employee to work.
 2. If the results are positive, the employee may be offered the Opportunity, at the agencies discretion, to sign a "Last Chance/Return to Work Agreement" and meet with an SAP (see below) or be subject to discipline up to and including termination. Refusal to sign a "Last Chance/Return to Work Agreement" and or failure to complete the assessment and treatment recommendations of the SAP will result in termination.

Leave to attend treatment shall be unpaid leave.

a. SAP - as referred in this policy means

- Licensed physicians with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.
 - Licensed or certified psychologists, social workers or employee assistance professionals with like knowledge or
 - Alcohol and drug abuse counselors certified by the national Association of Alcoholism and Drug Abuse Counselors (NAADAC). This does not include state-certified counselors
3. Employees choosing to participate in an assessment and treatment program must cooperate with the SAP and follow the recommendations in order to return to work, including follow up alcohol and drug testing. The employee is required to authorize disclosure of information, from the SAP to the agency, throughout the duration of the treatment plan, regarding adherence with treatment recommendations. If the employee refuses to sign such consent or revokes previously signed consent they will be considered to have failed to complete the assessment and treatment plan.
 4. Employee insurance benefits, if available, may cover some of the costs for assessment and treatment for eligible employees however costs not covered by insurance are the sole responsibility of the employee.

21.4 Employee Education and Assistance

- A. The agency will provide education and information on the effects of drug use and alcohol misuse on an individual's health, work and personal life, and also signs and symptoms of an alcohol or drug problem. Information regarding treatment and assistance programs available in the community will also be provided.
- B. Any employee who voluntarily requests assistance in dealing with a personal drug/or alcohol problem may do so through the Employee Assistance Program without jeopardizing their

employment as long as this assistance is sought before work performance has deteriorated or disciplinary problems have begun.

1. The Employee Assistance Program's substance abuse professionals (SAP) will determine what assistance the employee needs in resolving problems associated with drug use and alcohol misuse. This determination will not be interpreted to require the agency to provide or pay for any treatment or rehabilitation costs.
2. If the employee is diagnosed as alcoholic or drug dependent by a physician and it is determined by the SAP there is need for additional treatment the agency may grant up to twelve weeks of unpaid leave for such treatment. Sick leave if available may also be used for this purpose.

21.5 Confidentiality and Record Retention

- A. To ensure effective enforcement and confidentiality, the agency is to maintain records of alcohol and /or drug use prevention programs in a secure location with controlled access. The (room, cabinet or computer control access password) shall be locked. This information will be kept separate from personnel records. The agency will only release employee records as directed by specific written consent of the employee authorizing release to an identified person and/or agency.
- B. The agency will retain employee records with positive drug test results for a minimum of five years, as well as documentation of refusals to test, evaluations and referrals, which records shall be removed at the request of the employee or former employee at the end of such five years. The agency will retain for a minimum of two years any records related to the testing process (except equipment calibration documentation) and training, which records shall be removed at the request of the employee or former employee at the end of such two years.
- C. Drug test results will not be released without the written authorization of the tested individual other than EAP personnel and designated Agency officials.
- D. All records in regard to drug testing and/or communication with the employee in regard to alcohol/drug use and/or rehabilitation will not be part of the employee's personnel file. Such records will be stored separately.
- E. The agency will not release an employee's rehabilitation or alcohol/drug test records to a subsequent employer unless employee gives written authorization for such release.