

Head Start of Lane County

2020-2023 LABOR / MANAGEMENT AGREEMENT



Table of Contents

Term of Agreement	1
Labor Management Committee, Zipper and Savings Clause.....	1
Article 2.....	3
Duty of Fair Representation	3
Article 3.....	3
Bargaining Unit Description and Definitions.....	3
Article 4.....	4
Dues Deduction – Financial Core Implementation	4
Article 5.....	6
OSEA Rights and Responsibilities.....	6
Article 6.....	6
Agency Rights and Responsibilities	6

Article 7.....8

Inclement Weather and Emergency Agency Closure.....8

Article 8.....9

Bus Drivers – Assignment and Responsibilities.....9

Article 9.....10

Workweek/Work Year/Overtime/Rest-Meal Periods/Program Calendar10

Article 10.....11

Holidays & Paid Leaves11

Article 11.....18

Salary18

Article 12.....20

Insurance & Retirement20

Article 13.....22

Probationary Period.....22

Article 14.....23

Seniority.....23

Article 15.....24

Reduction in Force (RIF)/Recall.....24

Article 16.....27

Personnel Files.....27

Article 17.....28

Discipline.....28

Article 18.....28

Grievance Procedure.....28

Article 19.....31

Vacancies and Postings31

Article 20.....32

Health and Safety32

Article 21.....33

Job Communication33

Article 22.....33

Drug and Alcohol Policy33

Signature Page40

Appendix A: 2020-2021 BU Wage Schedule41

Attachment #142

MOU grandfathered Head Teachers 20-23.....42

Attachment #244

MOU Video Surveillance44

Term of Agreement

Labor Management Committee, Zipper and Savings Clause

- 1.1. This *Agreement* between the Oregon School Employees Association chapter 600 (OSEA) and Head Start of Lane County (Agency), shall be effective July 1, 2020 and shall continue in effect through June 30, 2023. The *Agreement* shall be for a period of three (3) 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 (JLMC).
- 1.2. If OSEA 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, OSEA 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 Joint Labor-Management Committee (JLMC) shall be established to address matters as provided herein. Meetings of the JLMC shall be convened once every three (3) months, unless mutually agreed otherwise by the parties. The JLMC will include a maximum of three (3) Agency representatives and three (3) OSEA representatives.
 - 1.4.2. Any party expecting to raise an issue in the next meeting of the JLMC shall forward an agenda title and description of the item to the other party no less than ten (10) days prior to the date of the meeting.
 - 1.4.3. The purpose of the JLMC's meetings shall be to address matters of mutual concern to the parties. Accordingly, the JLMC will not discuss grievances. The JLMC 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 OSEA and both the Board and Policy Council, are required.
- 1.4.4. The OSEA representatives shall be released from work to attend any meetings of the JLMC that are scheduled during said employees' normal hours of work. Said bargaining unit members shall be paid by the Agency for the time they are released from their regular duties to serve as representatives of OSEA. The JLMC may decide to do a salary study that shall consider total compensation, including salary schedule adjustments based on reasonable, comparable information.
- 1.4.5. The Agency will work with OSEA to schedule the JLMC at times when substitutes are not needed.
- 1.5. The OSEA and the Agency agree that all issues were fully bargained by the Agency and the OSEA 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 OSEA 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 OSEA'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 were 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 OSEA shall represent all bargaining unit members in the Agency within the bargaining unit equally and without discrimination. The OSEA 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 OSEA with respect to its duty of fair representation.
- 2.2. The OSEA acknowledges that bargaining unit members, serving, as OSEA 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 leave up to a maximum of sixty (60) hours paid leave per program year for the OSEA President or the President's designee to be used for bargaining or participation on the JLMC or representation at any initial investigatory interview if approved by the OSEA 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 OSEA. The OSEA shall bear the responsibility to track and record the sixty (60) hours via notations on timecards, notations to state bargaining and/or JLMC paid leave.

Article 3 Bargaining Unit Description and Definitions

- 3.1. By certification of the National Labor Relations Board, the OSEA is the sole and exclusive bargaining representative for all bargaining unit members, as defined herein.
 - 3.1.1. For purposes of this *Agreement* in bargaining unit member means a member of the OSEA bargaining unit described in Article 3.
- 3.2. Specifically included in the bargaining unit are all of the following Agency employees:
 - 3.2.1. All full-time and part-time employees not otherwise excluded herein.
 - 3.2.2. For the purposes of this *Agreement* a "regular" bargaining unit member is employed as a full year or part year bargaining unit member and is regularly scheduled for twenty (20) or more hours per week.
 - 3.2.3. A "full year" bargaining unit member is regularly scheduled to work forty-eight (48) to fifty-two (52) weeks a fiscal year.

- 3.2.4. A “part year” bargaining unit member is regularly scheduled to work forty-seven (47) or less weeks a fiscal year.
 - 3.2.5. Substitute employees hired for the purpose of filling a position assignment of an absent bargaining unit member or a vacant bargaining unit position assignment, after the substitute’s employment in the same position assignment exceeds ninety (90) working days.
- 3.3. Specifically excluded from the bargaining unit are all of the following Agency 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 is hired for a period not to exceed ninety (90) working days. A vacant bargaining unit position will not be filled with a temporary employee.)
 - 3.3.5. All substitute employees except as provided in section 3.2.5. above
 - 3.3.6. All volunteers, and
 - 3.3.7. All Specialized Classroom Aide Employees.
- 3.4 A fiscal year is the period July 1st through June 30th.

Article 4

Dues Deduction – Financial Core Implementation

- 4.1. Bargaining unit members covered by this *Agreement* at the time it becomes effective and who are members of the OSEA shall be required to pay dues to the OSEA at a rate established by the OSEA. The Agency agrees to deduct from the wages of each OSEA member the dues of the OSEA. Each such bargaining unit member on the form provided by the OSEA 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 OSEA advises the Agency that an OSEA membership vote has adopted a resolution that all bargaining unit members regardless of membership in OSEA, shall be required to pay dues or a financial core fee, the OSEA may by operation of this *Agreement*, assess members of the bargaining unit either dues or a financial core fee, consistent with the provisions of the National Labor Relations Act.

4.4. In the event that “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 OSEA's costs for the following:

4.4.1. Charitable donations or interest-free loans made by the OSEA,

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, and

4.4.5. Any other cost determined to be inappropriate by the National Labor Relations Board (NLRB) or any court of competent jurisdiction.

4.5. In the event that a “financial core” fee is authorized as provided herein, the OSEA certifies that it will provide the following to bargaining unit members 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, and

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 OSEA 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

OSEA Rights and Responsibilities

- 5.1. The OSEA shall represent all bargaining unit members equally and without discrimination.
- 5.2. The OSEA shall provide copies of this *Agreement* to all bargaining unit members and to all new bargaining unit members.
- 5.3. During the term of this *Agreement*, the OSEA 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. Bargaining unit members, while acting in the course of their employment, shall not honor any picket line established by OSEA 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 OSEA 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 OSEA may place its bulletin boards adjacent to such regulatory postings. The OSEA's bulletin boards shall be reasonable in size for the particular space that is available. The OSEA may use its bulletin boards to post communications with bargaining unit members and shall include a statement that its source is the OSEA. The OSEA shall take assertive steps to assure that the posted material is not defamatory, scurrilous, untrue or unlawful. The OSEA 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 OSEA to post notice of OSEA sponsored events on the Agency's electronic portal.
 - 5.5.1. The OSEA, through OSEA representatives, may place communications to its members in the Agency's mail courier system. 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 OSEA.

Article 6

Agency Rights and Responsibilities

OSEA 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 bargaining unit members, evaluate bargaining unit members on the basis of performance and conduct, transfer employees, assign work or extra duties to bargaining unit members, create and revise position descriptions, determine the size of the work force and to lay off bargaining unit members.
- 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 bargaining unit members, 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. The Agency will post the current *Agreement* and Employee Handbook on its web site.

Article 7

Inclement Weather and Emergency Agency Closure

7.1. Inclement weather and emergency Agency closure

In the event the Agency determines that inclement weather or other condition present unsafe conditions for bargaining unit members to commute to and/or from work or to be at work, the Agency may direct bargaining unit members to not report to work or to leave work during the workday. If this decision is made the closure time is paid time when not at work and the Agency will proceed as described in this Article.

7.2. Paid time

A bargaining unit member's regularly scheduled work hours, which are not worked due to the Agency's closure decision in 7.1, will be paid time. A paid closure day will not exceed eight (8) hours for a bargaining unit member regularly scheduled for an eight (8) hour day and for a bargaining unit member with a regular schedule of less than an eight (8) hour day, the amount of paid time for a closure day shall not exceed the number of hours in the bargaining unit member's regularly scheduled workday. If a bargaining unit member's site or department is closed and the bargaining unit member is directed to continue to work or to report to work, then the bargaining unit member will be credited with an equal amount of personal leave for the closure time worked.

7.3. Work schedule change

For each day of closure, the Agency may change the bargaining unit member's work schedule such as scheduling school on a nonstudent day or extending the school year.

7.4. Scope of closure

The Agency may make the closure or shortened workday decision for all bargaining unit members or any specific group of bargaining unit members such as a specific work site or department.

7.5. Notice of closure

Notice of closure, when bargaining unit members are directed not to report to work, will be posted on the Agency web site or given notice by e-mail or text not later than 5:45 am or be given notice that a closure decision hasn't been made yet and direct employees to remain available to report to work until notice of closure or to report to work is posted. The Agency may decide to close school for students and still have bargaining unit members report to work. It is the bargaining unit member's responsibility to use the Agency web site or read their e-mail or text to determine when the bargaining unit member is being directed to not report to work.

7.6. **Bargaining unit member's determination of unsafe commuting conditions**

In the event a bargaining unit member believes there are conditions that make it unsafe for the bargaining unit member to commute to work and the Agency hasn't made the closure decision, then the bargaining unit member must use personal leave and if none is available then available vacation leave can be used with approval of the Agency Executive Director. If paid leave isn't available, then the leave will be unpaid time. The bargaining unit member must contact the bargaining unit member's supervisor to give prior notice of the unsafe commute conditions and when the bargaining unit member will report to work.

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/Work Year/Overtime/Rest-Meal Periods/Program Calendar

9.1. Definitions

9.1.1. Bargaining Unit Member: For the purposes of this *Agreement* bargaining unit member means a member of the OSEA bargaining unit described in Article 3.

9.1.2. Regular Bargaining Unit Member: For the purposes of this *Agreement* "regular" bargaining unit member is employed as a "full year" or "part year" bargaining unit member and is regularly scheduled for twenty (20) or more hours per week.

9.2. Work Year

9.2.1. A "full year" bargaining unit member is regularly scheduled to work forty-eight (48) to fifty-two (52) weeks a fiscal year.

9.2.2. A "part year" bargaining unit member is regularly scheduled to work forty-seven (47) or less weeks a fiscal year.

9.3. Workweek

For the purpose of this contract, the workweek for full year bargaining unit members shall consist of five (5) consecutive days. During the school year, the workweek for part year bargaining unit members shall, in most cases, consist of five (5) consecutive days. However, it is recognized that many workweeks in the school year do not contain five (5) days of work for part year bargaining unit members.

9.4. Overtime

Non-exempt employees in the bargaining unit who have been required to work in excess of forty (40) hours in any work week shall be compensated for each additional said hour at one and one-half (1 ½) times such bargaining unit member's regular rate of pay.

9.5. Rest and Meal Periods

Fifteen (15) minute rest periods and thirty (30) 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.

9.6. Program Calendar

The Agency will set the beginning and ending dates for each Agency program during the Agency's fiscal year. The Agency will schedule a one (1) week Agency closure during the winter break schedule for full

year classroom and administrative/support bargaining unit members who are not required by the Agency to work. The actual dates for the break will vary year-to-year depending on which days of the week the Christmas and New Year holidays fall. The Agency will schedule a winter break for two (2) weeks and a spring break for one (1) week during which time part year bargaining unit members will not report to work. The Agency shall set the beginning and ending dates for the winter and spring breaks.

Article 10

Holidays & Paid Leaves

10.1. Holidays

10.1.1. Eligibility and Amount of Pay

10.1.1.1. Eligibility: When a holiday falls on a regularly scheduled work day, regular full year and regular part year (see Article 3.2.2 for definition of regular) bargaining unit members are eligible for holiday pay.

10.1.1.2. A regular bargaining unit member must be in paid status both the work day before and after a holiday in order to be eligible to receive holiday pay during any unpaid leave or break. Unpaid leave and breaks include but aren't limited to: summer, winter, and spring breaks, suspension, and unpaid sick leave.

10.1.1.3.

No holiday pay will be paid while a bargaining unit member is drawing disability or injured worker pay.

10.1.1.4. Amount of Paid Hours: A regular bargaining unit member shall be paid for the holiday as though that bargaining unit member had worked their regular schedule for that day.

10.1.2. Scheduled Holidays

10.1.2.1. The Agency 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 workday for computing overtime.

10.1.2.4. Any bargaining unit member desiring a religious holiday not listed in 10.1.2.1 must request their choice of the following options:

(a) Use available personal day or vacation day or if none is available, then

(b) Use unpaid approved personal leave.

10.2. Personal Leave Hours

10.2.1. Eligibility

Regular bargaining unit members are eligible for paid personal leave hours. The number of personal leave hours is determined by the number of mandatory scheduled weeks in a given fiscal year (July 1 through June 30).

~ 15-43 weeks = 8 hours

~ 44-46 weeks = 16 hours

~ 47-49 weeks = 24 hours

~ 50-52 weeks = 32 hours

10.2.2. Rate of Pay

The personal leave rate of pay is the bargaining unit member's current regular hourly rate, and no regular bargaining unit member shall lose or gain pay for the day as a result of using personal hours.

10.2.2.1. Personal leave hours paid during a workweek will always be paid at a straight time rate. Those hours will not be considered in computing over hours worked in that workweek.

10.2.3. Scheduling & Use

Personal leave hours may be used for any reason for scheduled work hours, but must be approved in advance by the bargaining unit member's direct supervisor. Personal leave hours must be taken in increments of no less than one hour.

10.2.3.1. Personal leave hours may be used by bargaining unit members who are on approved medical, parental or family leaves.

10.2.3.2. Personal leave hours cannot be used when bargaining unit members are on unpaid time.

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

10.2.3.4. Unused personal leave hours will not be paid at termination, except when an employee gives at least three weeks prior notice of termination or the Agency gives an employee at least three weeks prior notice of termination or layoff, the employee will be afforded the opportunity to utilize their unused personal leave hours prior to termination.

10.2.3.5. Personal leave hours will not be available to new hires until after three (3) continuous months of employment.

10.3. Vacation for Regular Full Year Bargaining Unit Members

10.3.1. Eligibility

Regular full year bargaining unit members are eligible for vacation pay. The amount of vacation time available is determined by the following:

10.3.1.1. Bargaining unit members hired on or prior to December 1st of the current fiscal year, will qualify for ten (10) days of paid vacation equivalent to their current budgeted work hours during the remainder of the current fiscal year. Bargaining unit members hired after December 1st of the current fiscal year will qualify for five (5) days of vacation pay equivalent to their current budgeted work hours during the remainder of the current fiscal year.

10.3.1.2. Use of vacation will not be approved for new hires until after three (3) continuous months of employment.

10.3.1.3. Bargaining unit members beginning with their second continuous fiscal year of employment qualify for ten (10) days of paid vacation per fiscal year.

10.3.1.4. Bargaining unit members beginning with their sixth (6) continuous fiscal year of employment qualify for fifteen (15) days of paid vacation per fiscal year.

10.3.1.4.1. Bargaining unit members who begin their sixth (6) continuous fiscal year of employment prior to the first day of Spring Break will be eligible for the additional days during the current fiscal year.

Bargaining unit members who begin their sixth continuous fiscal year of employment on or after the first day of Spring Break will be eligible for the additional days the following fiscal year.

10.3.2. Rate of Vacation Pay:

10.3.2.1. The vacation rate of pay is the bargaining unit member's current regular hourly rate.

10.3.2.2. If a bargaining unit member is reclassified to a position with a reduced or increased hourly schedule, remaining vacation hours will be adjusted accordingly.

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

10.4 Scheduling and Use of Vacation

10.4.1. Regular full year bargaining unit members can use vacation hours available to them anytime during the fiscal year (with exceptions as stipulated below) with advance written notification and subject to the approval of their supervisor. Vacation requests during pre-service, in-service and at the beginning of a school year, August through September are highly discouraged.

10.4.2. Use of vacation hours available to full year bargaining unit members who are on approved medical, OFLA or FMLA leave after exhaustion of available sick leave, will be acknowledged by the bargaining unit member at the time of the application for leave.

10.4.3. Vacation hours cannot be used when regular full year bargaining unit members are on suspension or layoff.

10.4.4. Regular full year bargaining unit members, who are eligible for sick leave while on vacation, shall be allowed to charge that time to their accrued sick leave.

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

10.4.6. Regular full year bargaining unit members who terminate shall be entitled to receive vacation pay for unused vacation hours if eligible, not to exceed the unused vacation hours at the following rates:

- First year- half ($\frac{1}{2}$) day per month worked (max five (5) days)
- Second year up to five (5) years- One (1) day per month worked (max ten (10) days)

- Greater than five (5) years- one and one-half (1 ½) days per month worked (max fifteen (15) days) if hours worked in partial months equal or exceeds ten (10) workdays then an additional month will be credited.

10.5. **Paid Break Days for Regular Part Year Bargaining Unit Members**

10.5.1. Regular part year bargaining unit members will be on time during winter and Spring breaks as follows:

- First year of employment five (5) days;
- Second through fifth years of employment ten (10) days, and
- Six (6) or more years of employment fifteen (15) days.

10.5.2. The paid break days will be used in the following order: winter break and then spring break.

10.5.3. If a regular part year bargaining unit member is on unpaid time during a break, the bargaining unit member is considered laid off for the remainder of the break.

10.5.4. If a regular part year bargaining unit member qualifies for a paid holiday during paid break time, then the paid break time is moved forward to the remaining winter and spring break time. A regular part year bargaining unit member within fifteen (15) days of paid break time who qualifies for the two (2) winter break and paid holidays will be credited with two (2) additional days of personal leave.

10.6 **Sick Leave**

10.6.1. Paid sick leave is provided by the Agency for the purpose of protecting income for bargaining unit members who because of illness or accident are temporarily absent from work. Bargaining unit members who are required to care for immediate family members who are sick or injured also may use sick leave. For the purposes of this contract, "family member" will be as defined in federal and state laws: FMLA and OFLA.

10.6.2. **Eligibility**

10.6.2.1. All bargaining unit members are eligible for paid sick leave accrual.

10.6.3. **Amount**

10.6.3.1. Bargaining unit members earn sick leave at the rate of .056 hour for each non-overtime hour while on paid status.

10.6.4. **Accrual**

10.6.4.1. Sick leave accrues and can be carried over indefinitely, except that a bargaining unit member's sick leave accrual cannot exceed three hundred (300) hours.

10.6.4.2. All sick leave hours accrued by bargaining unit member are lost to the bargaining unit member upon termination of employment at the Agency.

10.6.4.3. A bargaining unit member does not accrue sick leave while on suspension, layoff or leave without pay.

10.6.4.4. If a bargaining unit member exhausts his/her accrued paid sick leave, the bargaining unit member has two (2) options;

(a) Use available paid vacation pay or personal days, or

(b) Use approved leave without pay; an employee on unpaid sick leave will not be eligible for holiday pay, if on the unpaid leave the day before or after a holiday.

10.6.5. **Short Term Disability Leave Bank**

10.6.5.1. Regular bargaining unit members can contribute paid sick leave hours to the Short-Term Disability leave bank. The total hours in the Short-Term Disability leave bank shall not exceed four hundred (400) hours per year.

Regular bargaining unit members eligible for and applying for Short-Term Disability income replacement insurance shall only use 10.6.5.2. The Short-Term Disability leave bank. The Short-Term Disability Leave Bank usage is limited to ten (10) days maximum during the two (2) week waiting period for Short-Term Disability income replacement insurance and cannot be taken in less than half day increments. The JLMC can limit the Short-Term Disability Leave Bank use by mutual agreement to be placed in a memorandum of understanding.

10.6.5.3. Applicants requesting use of the Short-Term Disability Leave Bank are not required to belong to the bank by having made a contribution to the bank.

10.6.5.4. 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 Short-Term Disability Leave Bank is exhausted.

10.7 Family Leave

10.7.1. All bargaining unit members shall be eligible for Family Leave as provided under applicable state (OFLA) and federal (FMLA) laws. At the same time such leave is being requested, the bargaining unit member 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.

10.8 Leave for Jury Duty

10.8.1. Eligibility

10.8.1.1. All bargaining unit members are eligible for paid leave for jury duty upon submission of a jury summons to the Finance Department.

10.8.2. Rate of Pay

10.8.2.1. A bargaining unit member on jury duty will be compensated at the bargaining unit member's current regular rate of pay, while required to be present by the court.

10.8.2.2. A bargaining unit member on paid leave for jury duty will sign over to the Agency any reimbursement the bargaining unit member receives for that jury service.

10.8.3. Reporting to Work

Bargaining unit members 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 a bargaining unit member working in one (1) city and serving on a jury in another city.

10.8.4. Excuse from Jury Duty

Bargaining unit members called to jury duty will be expected to serve as jurors during the periods for which they are summoned. However, the Agency may require a bargaining unit member to request the court for delay or to be excused when the absence of the bargaining unit member 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 bargaining unit member's assignment is such that is difficult to provide an adequate substitute.

10.8.5. Bereavement Leave

10.8.5.1. Eligibility

All bargaining unit members are eligible for no more than two instances of up to five (5) days of paid bereavement leave in a twelve (12) month period for family

members. A day is the bargaining unit member's regularly assigned hours paid at straight time rate.

10.8.5.2. Terms of Use

10.8.5.2.1. When on bereavement leave the bargaining unit member shall use his/her available paid time in this order of priority, first bereavement, personal, vacation and finally sick leave.

10.8.5.2.2. All bereavement leave, paid or unpaid, is counted as part of the total amount of eligible leave time provided by OFLA.

10.8.5.2.3. "Days" for the purpose of this subsection shall be prorated to a bargaining unit member's regular assignment hours (excluding overtime) for the day on which the bereavement leave is taken.

Article 11 **Salary**

11.1 For the fiscal year 2020-2021, the attached Appendix A is the wage schedule.

11.2 Wages for the 2021-2022 and 2022-2023 years will be settled through interim bargaining. 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; however, being credited with having completed a fiscal year at the Agency is status quo. .

11.3 Conference Days

Work shall be provided for the food service workers for all four (4)-conference days. Work will be provided for bus drivers on conference days, which fall on regularly scheduled workdays. Two (2) of those days may be mandatory training at the beginning of the year. Classroom food service workers will be provided work on two (2) of the conference days.

11.4 Working out of Range

A bargaining unit member 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. A bargaining unit member 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, except when a bargaining unit member is responsible for a higher pay grade position's essential job responsibilities (other staff are not responsible for these responsibilities), then a bargaining unit member will be paid at the higher pay grade classification range rate beginning with the first work day.

11.5 Mileage Reimbursement

Eligible mileage will be reimbursed at current IRS standard mileage rate for approved work-related travel. The mileage reimbursement rate will increase or decrease appropriately as the IRS issues rate changes. 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 a valid driver's license.

11.6 Bi-Lingual Wage Differential

The Agency will pay an additional forty cents (\$0.40) per hour for bargaining unit members who aren't employed in an interpreter position, who have met the eligibility requirements for bi-lingual skills, and who are assigned to use their bi-lingual skills.

For Spanish/English skills, the eligibility requirement will be an oral and written test.

For language skills other than English or Spanish, when the Agency and a bargaining unit member agree that the bargaining unit member's skills will be useful for a student or student's family, the Agency will designate the number of hours per week 12.3.1 and number of weeks the bargaining unit member will be paid the forty (\$0.40) cents per hour bi-lingual differential.

The Agency shall retain a non-bargaining unit source to provide the intermediate level testing and rating for bargaining unit members 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 bargaining unit members. Bargaining unit members 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.

11.6.1. Eligibility

The bargaining unit member must be at a work site and/or in a position that has need for Spanish/English interpretation skills as determined by the Agency.

11.6.2. Bargaining unit members must be related at an intermediate skill level or higher for bi-lingual (Spanish/English) verbal interpretation in order to receive the forty

(\$0.40) cents per hour wage differential. If the bargaining unit member is already in a position that had intermediate or higher bi-lingual (Spanish/English) requirements the bargaining unit members need not test again.

11.7 Required TSPC license

If a bargaining unit member assigned to the Agency program at the University of Oregon is required to have a valid Oregon TSPC license, then the bargaining unit member will be paid forty cents (\$.40) per hour in addition to any other differential.

11.8 Emergency Call Back

A bargaining unit member 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 (1 ½) hours pay at a rate of time and one half (1 ½).

11.9 Bus Driver/Show up Time

Bus Drivers will receive a minimum of two (2) 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 (1) hour in advance of their scheduled/arranged start time.

Article 12 Insurance & Retirement

12.1. The Insurance plan for bargaining unit members 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, and
- 12.1.5. Employee Assistance Provider.

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

12.3 For each regular bargaining unit member (see 9.1.2) who actually works twenty (20) or more hours per week for a minimum of sixty (60) days, the Agency shall remit beginning the month

following the sixty (60) days and each month thereafter the following amounts towards the premiums of the insurance programs as provided herein:

12.3.1 Effective October 1, 2020 for the 2020-2021 insurance year, the Agency shall contribute maximum of \$792.75 per month per employee for the insurance plans listed in section 12.1. For the section 12.1.1 employee only medical insurance the Agency shall contribute \$685.96 per month. For the section 12.1.2 employee only dental insurance the Agency will contribute \$43.00 per month for the Willamette Dental plan and \$43.62 per month for the Pacific Source Dental plan. For the sections 12.1.3, 12.1.4 and 12.1.5 insurance the Agency will pay the full premium cost for this insurance year. Bargaining unit members shall contribute the difference between the Agency contribution and the premium cost of the medical and dental insurance plan selected by the employee.

12.3.2. Insurance contributions for 2021-2022 and 2022-2023 will be settled in interim bargaining

12.4 Bargaining unit members 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 bargaining unit member 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 Bargaining unit members 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 (JBRC) consisting of two (2) representatives of the Agency and two (2) representatives of OSEA. The JBRC 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 OSEA 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 JBRC, giving weight to their recommendation, the Agency shall select the carrier.

12.10 Retirement Savings Plan

All regular bargaining unit members are eligible to make elective deferrals from their paychecks to the Head Start of Lane County 403(b) Tax Deferred Annuity Plan (the “Plan”). Regular bargaining unit members can elect to defer, according to a salary reduction agreement, a percentage of their full year compensation, within limits prescribed by law. All elective deferrals to the Plan through salary reduction are 100% vested from day one.

Beginning August 1, 2019, the Agency will make matching contributions to the Plan equal to 100% of a bargaining unit member’s elective deferral, up to a maximum matching contribution of 4% of the member’s compensation.

Bargaining unit members will be 0% vested in the Agency matching contribution (matching contributions and earnings) until the three-year anniversary of their hire date. At that time, they will become 100% vested in the Agency matching contribution, but only if they have remained employed with the Agency throughout the three-year period. If they terminate employment with the Agency during the three-year vesting period, the entire Agency matching contribution will be forfeited.

Whether or not a regular bargaining unit member chooses to make elective deferrals to the plan, the agency has the discretion to make additional employer contributions to eligible bargaining unit member accounts. Beginning on August 1, 2015 all full-time (scheduled to work 20 hours per week or more) regular bargaining unit members will be eligible for this discretionary employer contribution. Bargaining unit members will be 0% vested in this agency contribution (agency contributions and earnings) until the three-year anniversary of their hire date. At that time, they will become 100% vested in their employer contribution, but only if they have remained employed with the Agency throughout the three-year period. If they terminate with the Agency during the three-year vesting period, their entire employer contribution will be forfeited.

Article 13
Probationary Period

13.1. Probationary Period

Every new employee or existing employee who moves to a higher pay classification shall serve a probationary period of six (6) months of employment. 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.

13.2. Progress Report

During the probationary period a progress report will be provided by the end of the fourth month of the probationary period.

13.3. Return to a Position

Any bargaining unit member who accepts a position in a higher pay grade may request within the six (6) month probationary period to be returned to his/her former position if it is available or another position he/she is qualified to fill, if his/her original position is not available. A bargaining unit member who doesn't successfully complete the probationary period, upon written request submitted to the Agency's Human Resource Director or designee, will be returned to his/her former position.

13.4. Termination of New Employees on Probation

New employees on initial probation may be terminated for any reason, without any required explanation and without access to the grievance or disciplinary provisions of this contract.

13.5. Notice of New Employees

The Agency will notify a representative designated in writing by the OSEA of new employees within thirty (30) calendar days of commencement of employment. The written notification shall include:

- a. Name
- b. Mailing Address
- c. Position
- d. Projected hours of work per day
- e. Salary schedule placement
- f. Dates first worked

Article 14 Seniority

- 14.1. 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 bargaining unit member'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.

- 14.2. 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.
- 14.3 The Agency shall develop and maintain a list showing the seniority placement of all bargaining unit members. This list will be updated yearly no later than November 15th of each year. A copy of the full year list as referenced herein shall be furnished to the OSEA chapter 600 president within fourteen (14) calendar days after it has been completed by the Agency. Unless OSEA communicates an objection within fourteen (14) days after it was provided to the OSEA chapter 600 president, the seniority list will be considered complete and accurate. Any challenge to the full year seniority list must be timely and submitted in writing to the Agency's Human Resources Director or designee specifying where the list is inaccurate or incomplete.

Article 15

Reduction in Force (RIF)/Recall

- 15.1 This article does not apply to separation from employment that occurs owing to the summer layoff, winter break or spring break.
- 15.2 **Layoff**
- 15.2.1. The Agency may lay off any bargaining unit member whose position is eliminated due to 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.
- 15.2.2. Seniority shall be as defined in Article 14 of this *Agreement*.
- 15.2.3. Qualifications shall be determined by the Agency and as described in job descriptions.
- 15.2.4. A position is one of the positions listed in the Appendix A wage schedule.
- 15.2.5. Assignment is the position's discrete work site.
- 15.2.6. Notice: When a layoff occurs within the bargaining unit, OSEA and those bargaining unit members affected will be notified. When the Agency determines the need for a reduction in its workforce, notices shall be provided to bargaining unit members to be laid off at least two (2) weeks in advance of the layoff. The Agency will consult with

OSEA two (2) weeks in advance of the bargaining unit member's notice, giving the reason for the RIF/layoff and a retention roster of unit members.

- 15.2.7. A bargaining unit member 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.
- 15.2.8. When a position is adversely affected by a layoff, the bargaining unit member who holds that position may bump into the same position he/she is qualified to fill held by the least senior employee in the same position in another assignment.

Should a position not exist, the affected bargaining unit member may bump into a previously held different position provided he/she is more senior than the least senior bargaining unit member in the different position, based on consideration of the assignment, qualifications, and seniority. A bargaining unit member bumping into a different position shall be compensated at the wage rate for the different position to which he/she bumped and placed on the different position's highest step possible that isn't a pay rate increase.

A bargaining unit member exercising his/her bumping rights shall give at least seven (7) calendar days' notice of intent to exercise the bumping right to the Agency in writing within the fourteen (14) day period prior to the planned effective date. A bargaining unit member being affected by bumping will be given notice of layoff as soon as possible.

If the affected bargaining unit member has not previously held a different position, the bargaining unit member shall be considered as laid off and will be subject to the recall language in 15.3 of this *Agreement*.

15.2.9. **Bumped Employee Rights**

If a bumped bargaining unit member has not held a previous different position, the bargaining unit member shall be considered as laid off and will be subject to the recall language in 15.3 of this *Agreement*.

If the position or different position eligible for bumping results in a significant loss of compensation, the bargaining unit member will be afforded a one-time right to refuse to exercise his/her right to bump. In this case the bargaining unit member shall be considered laid off and subject to the recall language in 15.3 of this *Agreement* and shall

remain on the recall list for one hundred-eighty (180) calendar days or until he/she is restored to a position.

15.2.10. The terms "position or different position" as used in this Article shall not be affected by whether the bargaining unit member is a part year bargaining unit member or a full year bargaining unit member.

15.3. Recall

15.3.1. Bargaining unit members shall remain on the active recall list for one hundred-eighty (180) calendar days.

15.3.2. When recalling bargaining unit members, the Agency shall notify the bargaining unit member by phone message and registered mail addressed to the bargaining unit member's last address filed with the Agency. The bargaining unit member shall indicate acceptance of the position within seven (7) calendar days after the registered mail notice was mailed and shall report for work within fourteen (14) calendar days after said notice of recall was mailed unless otherwise directed by the Agency. A bargaining unit member failing to respond to recall notice as provided herein shall forfeit all recall rights.

15.3.3. Whenever a vacancy occurs in a position from which bargaining unit members have been laid off, the most senior qualified bargaining unit member affected shall be recalled to fill the vacancy. Bargaining unit members 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 Agency.

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

15.3.5. Right of Refusal.

A bargaining unit member laid off from a full-day position and who is recalled into a part-day position or a bargaining unit member 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 bargaining unit member's right to be recalled under the terms of 15.3.3.

15.3.6. Voluntary Demotion.

A bargaining unit member who has been laid off from a position and who accepted an offer for a vacant position in a lower pay grade position to gain employment shall remain on the active recall list for one hundred-eighty (180) calendar days from the date of the layoff.

Article 16

Personnel Files

- 16.1 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 Department 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. The Agency may require that such inspection and examination take place in the presence of an Agency designated agent.
- 16.2 In response to a written request received by the Agency Human Resource Department, a copy of the bargaining unit member's personnel file will be sent as designated by the member in the Agency's interoffice mail or be picked in person by the member. This will be done within ten (10) working days of the receipt of the written request.
- 16.3 **Content of Personnel File**

The Human Resources Department shall maintain a bargaining unit member's personnel file. The bargaining unit member'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 bargaining unit member subsequent to the bilateral ratification of this *Agreement* that does not bear that bargaining unit member's signature or initials indicating that the bargaining unit member has been shown the material or a statement by a supervisor that the bargaining unit member has been shown the material and that the bargaining unit member has refused to sign or initial such information. A bargaining unit member shall have the right to attach a written statement of explanation to any material placed in his/her file, which the bargaining unit member believes to be incorrect or derogatory. All documents, which are used to discipline a bargaining unit member, must be in the personnel file.
- 16.4 When a letter of caution, warning, admonishment, reprimand, or a Personnel Feedback Form either disciplinary and non-disciplinary has been placed in the bargaining unit member'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 17 Discipline

- 17.1 No bargaining unit member shall be disciplined in writing without just cause. Discipline is defined as written: reprimand, suspension, or termination.
- 17.2 The specific reasons and basis for the discipline shall be made available to the employee in a timely manner.
- 17.3 Just Cause shall be defined as:
- a. The employee was forewarned of the probable disciplinary consequences of the work standard(s) that is the basis for the discipline.
 - b. The work standard(s) is reasonable and related to performing the job.
 - c. A fair and objective investigation was conducted.
 - d. The discipline is reasonable and proportionately related to the basis for the discipline.
 - e. The discipline is consistent with discipline in similar situations.
- 17.4 If the employee requests a representative, for a meeting that could result in disciplinary action under 17.1 the Agency will work with the employee and his/her representative to arrange a timely meeting.

Article 18 Grievance Procedure

- 18.1 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.
- 18.2 **Definitions**
- 18.2.1. 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 OSEA 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.

- 18.2.2. A “class action” grievance may be submitted by OSEA. In such circumstances OSEA 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.
- 18.2.3. The term “days” referred to under the deadlines of this Article shall be days that the Agency administrative office is open.
- 18.2.4. The “aggrieved Person” is the person, persons or OSEA making the claim.
- 18.2.5. The “Party of Interest” is OSEA 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 Agency Executive Director or his/her designee.
- 18.2.6. 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.
- 18.2.7. An “Immediate Supervisor” is the person having direct supervisory oversight of the duties and responsibilities of the Aggrieved Person.

18.3 Levels

18.3.1. **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 OSEA Representative may be present for the purposes of assuring that any adjustment to the grievance is not inconsistent with the terms of the *Agreement*.

18.3.2. **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.

18.3.3. Formal Level Two (Appeals to 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.

18.3.3.1. Appeals to 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 (1) 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.

18.3.3.2. The Executive Director or designee at his/her discretion may hold a hearing. In the event a hearing is held at least one (1) member of the current Personnel Committee and/or an Executive member of the current Policy Council shall attend.

18.3.3.3. 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.

18.4 Binding Arbitration

18.4.1. If the grievant is not satisfied with the Level Two decision, OSEA may submit the matter to arbitration. To perfect an appeal to this level, OSEA shall 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 (ERB).

- 18.4.2. 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. OSEA shall strike first.
- 18.4.3. In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association (AAA), except that they may mutually agree to be bound by expedited AAA rules. The arbitrator shall also be bound by the rules of the AAA 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*.
- 18.4.4. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted
- 18.4.5. A lawful decision of the arbitrator within his/her authority shall be final and binding on the parties.
- 18.4.6. The arbitrator's fees shall be borne equally by the parties.

Article 19

Vacancies and Postings

- 19.1. **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. A position shall remain posted until filled with a qualified applicant.
 - 19.1.1. 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 OSEA Chapter 600 President, or to another person designated in writing by the 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.
 - 19.1.2. All members of the bargaining unit who meet the minimum qualifications may apply for a posted position. The bargaining unit member's seniority shall be a consideration in the hiring decision.

19.1.3. The Agency will make reasonable efforts to include at least one (1) bargaining unit member to serve on the interview panel for bargaining unit positions.

19.1.4. Upon request to the hiring authority, a bargaining unit member not selected for or granted an interview for a bargaining unit position is entitled to a written explanation of why he or she was not interviewed or selected for the position.

19.2. Location Transfers

Bargaining unit members may submit a transfer request Lateral 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.

19.3. New Hires and Reclassifications

Management will notify the OSEA Chapter 600 President or his/her/or designee of all bargaining unit new hires and reclassifications. OSEA may use the Agency communication system to invite new unit members to meet with the OSEA Representatives on non-work time.

Article 20 Health and Safety

20.1. The Agency 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.

20.2. The Agency agrees to schedule and provide first aid/CPR classes leading to certification for bargaining unit members when required by law, rule, regulation or as otherwise directed by the Agency. The Agency is not required to provide individual training for bargaining unit members who have not attended scheduled classes.

20.3. Newly hired bargaining unit members (when required by position) will be required to have such certification within thirty (30) calendar days after hire at their own expense as a condition of employment.

20.4. Bargaining unit members 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 the Agency.

Article 21 Job Communication

- 21.1. Should the supervisor need to make a negative comment to bargaining unit members 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 Agency employees, other than any supervisor, human resources staff or OSEA representative.

Article 22 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.

22.1 The Following Conditions and Activities are Expressly Prohibited:

- 22.1.1. The manufacture or sale or use or possession of alcohol, marijuana, 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. Marijuana for purposes of this Article is a drug as the term "drug" is used in the Article.
- 22.1.2. Reporting for work having consumed alcohol used marijuana 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, marijuana 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.

22.1.3. Failure to notify the Executive Director or Human Resources Director of any convictions for a drug, marijuana 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.

22.2 Testing

22.2.1. **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.

22.2.2 **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, marijuana or alcohol or observes another employee in the use or possession of drugs, marijuana or alcohol, shall notify a supervisor.

22.2.2.1. For purposes of this policy "reasonable suspicion" is defined as Reasonable specific contemporaneous, articulable observation made by a supervisor concerning appearance, behavior, speech or body odors indicative of employee use of drugs, marijuana or alcohol, such as erratic job performance that includes slurred speech and/or stumbling or;

Repeated patterns of absenteeism, tardiness, workplace conflicts and or anger outbursts or;

Involvement in a significant work-related accident, etc.

22.2.2.2. Alcohol, marijuana 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 fifteen (15) minutes before or after work hours or anytime an employee is on Agency property.

22.2.2.3. A written record shall be made of the observations leading to a reasonable suspicion drug, marijuana or alcohol test and signed by the supervisor making the observations within twenty-four (24) hours. Only a supervisor trained by a Substance Abuse Professional from the EAP may refer the employee to be tested.

22.2.2.4. The Agency will ensure that the employee under reasonable suspicion is transported to the designated collection or testing site.

22.2.2.5. Failure to give consent to such drug, marijuana 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.

22.2.2.6. **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 2 (two) hours or as soon as practicable, following the accident. Drug, marijuana 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, marijuana 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 [2] 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, marijuana 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, marijuana 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.

22.2.2.7. 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 twenty- four (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 Agency 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.

22.2.2.8. DRUG, MARIJUANA 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 and Marijuana Testing - The employee will provide at the designated laboratory a urine sample. A "split sample" is collected and initial testing is performed on one (1) specimen.
- (2) Retest - Employees may request a split specimen retest within seventy-two (72) hours of being notified of a positive drug test result. Re-testing costs will be at the employee's expense and time.
- (3) 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 fifteen (15) minutes but no longer than twenty (20) minutes after the initial test.

22.2.2.9. **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."

22.3 Consequences of Drug and Alcohol Policy Violation

22.3.1. Employees who violate this policy and have a positive test for an illegal drug or controlled substance or alcohol or marijuana may be disciplined up to and including termination.

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

22.3.2. 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.

22.3.3. 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, marijuana 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.

22.3.4. 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.

22.4 Employee Education and Assistance

22.4.1. The Agency will provide education and information on the effects of drug use and alcohol and marijuana misuse on an individual's health, work and personal life and also signs and symptoms of an alcohol, marijuana or drug problem. Information regarding treatment and assistance programs available in the community will also be provided.

22.4.2. Any employee who voluntarily requests assistance in dealing with a personal drug, marijuana/ 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.

22.4.2.1. 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 or marijuana misuse. This determination will not be interpreted to require the Agency to provide or pay for any treatment or rehabilitation costs.

22.4.2.2. If the employee is diagnosed as alcoholic, marijuana 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 (12) weeks of unpaid leave for such a treatment. Sick leave if available may also be used for this purpose.

22.5 Confidentiality and Record Retention

22.5.1. To ensure effective enforcement and confidentiality, the Agency is to maintain records of alcohol, marijuana 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.

- 22.5.2. The Agency will retain employee records with positive drug test results for a minimum of five (5) 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 (5) years. The Agency will retain for a minimum of two (2) 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 two (2) years.
- 22.5.3. Drug test results will not be released without the written authorization of the tested individual other than EAP personnel and designated Agency officials.
- 22.5.4. All records in regard to drug testing and/or communication with the employee in regard to alcohol/drug/marijuana use and/or rehabilitation will not be part of the employee's personnel file. Such records will be stored separately.
- 22.5.5. The Agency will not release an employee's rehabilitation or alcohol/marijuana drug test records to a subsequent employer unless employee gives written authorization for such release.

Signature Page

Signature: Katherine Moyer
Katherine Moyer (Dec 9, 2020 19:13 PST)
Email: kmoyer@hershnerhunter.com

Signature Page

IT IS SO AGREED this 3rd day of December 2020.

Signed: Tim Rochholz date: 12/3/2020
Tim Rochholz
Director of Human Resources For the Agency

Signed: Debra Blanchard date: 12-3-2020
Debra Blanchard
Field Representative For the Association

Signed: Katherine Moyer date: Dec 9, 2020
Katherine Moyer
Board Chairperson, Head Start of Lane County

Signed: Sherry K. Beach date: 12-7-20
Sherry Beach
OSEA Chapter 600 President

Appendix A: 2020-2021 BU Wage Schedule

	Minimum Education Requirement	Fiscal Years at Head Start					
		< 2	2-4	5-7	8-10	11-14	15+
Clerical/Finance		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6L
Receptionist	No Degree	14.00	14.52	15.07	15.63	16.22	17.03
Regional Assistant	No Degree	16.00	16.60	17.22	17.87	18.54	19.47
ERSEA Assistant	No Degree	16.00	16.60	17.22	17.87	18.54	19.47
Accounting Assistant	No Degree	18.75	19.45	20.18	20.94	21.72	22.81
Accounting Specialist	No Degree	22.75	23.60	24.49	25.40	26.36	27.67
Payroll Specialist	AA/BA	22.75	23.60	24.49	25.40	26.36	27.67
Procurement Specialist	No Degree	22.75	23.60	24.49	25.40	26.36	27.67
Education							
Classroom Aide II	No Degree	13.25	13.91	14.61	15.34	16.11	17.31
Support Aide	No Degree	13.25	13.91	14.61	15.34	16.11	17.31
EHS Associate Teacher	No Degree	16.00	16.60	17.22	17.87	18.54	19.47
Teacher	No Degree	16.00	16.60	17.22	17.87	18.54	19.47
Teacher Extended Day	No Degree	17.60	18.26	18.94	19.66	20.39	21.41
Home Visitor	No Degree/Unrelated	17.87	18.54	19.23	19.95	20.70	21.74
Family Support/Interpreter	No Degree	18.75	19.45	20.18	20.94	21.72	22.81
Home Visitor	AA	18.75	19.45	20.18	20.94	21.72	22.81
EHS Teacher	AA	18.75	19.45	20.18	20.94	21.72	22.81
Head Teacher	AA	18.75	19.45	20.18	20.94	21.72	22.81
Home Visitor	BA	22.00	22.83	23.68	24.57	25.49	26.76
Family Support/Interpreter	BA	22.00	22.83	23.68	24.57	25.49	26.76
EHS Teacher	BA	22.00	22.83	23.68	24.57	25.49	26.76
Head Teacher	BA	22.00	22.83	23.68	24.57	25.49	26.76
SEEKERS Specialist	No Degree	22.75	23.60	24.49	25.40	26.36	27.67
CCC/ECE Specialist	BA	22.75	23.60	24.49	25.40	26.36	27.67
Family Support/Interpreter Specialist	BA	22.75	23.60	24.49	25.40	26.36	27.67
ECE Coordinator	BA	22.75	23.60	24.49	25.40	26.36	27.67
EHS Mentor/Coach	BA	22.75	23.60	24.49	25.40	26.36	27.67
Family Support Coordinator	BA	22.75	23.60	24.49	25.40	26.36	27.67
Nutrition and Health							
CFSW	No Degree	12.50	13.13	13.78	14.47	15.19	16.33
Site Cook	No Degree	13.25	13.91	14.61	15.34	16.11	17.31
FS Worker	No Degree	13.25	13.91	14.61	15.34	16.11	17.31
Medical Support Aide	No Degree	13.50	14.18	14.89	15.63	16.41	17.65
Health Services Assistant	No Degree	17.06	17.70	18.37	19.06	19.77	20.76
Food Serv Asst/Head Cook	No Degree	17.06	17.70	18.37	19.06	19.77	20.76
Consultant Services Assistant	No Degree	17.87	18.54	19.23	19.95	20.70	21.74
Health Specialist	BA	22.75	23.60	24.49	25.40	26.36	27.67
Technology							
Computer Support Specialist	Computer Tech. Cert.	22.75	23.60	24.49	25.40	26.36	27.67
Computer Network Specialist	Computer Tech. Cert.	23.25	24.12	25.02	25.96	26.94	28.28
Facilities/Operations							
Site Janitor	No Degree	13.25	13.91	14.61	15.34	16.11	17.31
Bus Driver	No Degree	15.00	15.56	16.15	16.75	17.38	18.25
Facilities Assistant	No Degree	16.00	16.60	17.22	17.87	18.54	19.47
Facilities Coordinator	No Degree	22.75	23.60	24.49	25.40	26.36	27.67
Operations Specialist	BA	22.75	23.60	24.49	25.40	26.36	27.67

*All new hires to the Agency will be placed on Step 1.

Attachment #1

MOU grandfathered Head Teachers 20-23

**Memorandum of Agreement
between
Head Start of Lane County
and
Oregon School Employees Association Chapter#600**

Head Start of Lane County, the Agency, and Oregon School Employees Association chapter 600, the Association, agree to the terms of this Memorandum of Agreement requested by the Association as a condition for agreement on the terms for the 2020-2023 collective bargaining agreement.

As part of the terms for the 2015-16 interim agreement as provided in the 2014-17 agreement, the parties agreed that effective August 1, 2015 eleven teachers who had been employed by the Agency for at least 10 year and who held an AA degree would be moved from pay grade 8 to pay grade 9. At that time only teachers with a BA degree were on pay grade 9.

The Agency agrees to place the seven teachers with AA degrees listed below at the same place on the wage schedule as teachers with BA degrees. The Agency and the Association agree that the wage rate for the seven teachers listed below will not change for the duration of the 2020-2023 collective bargaining agreement, except that the seven teachers shall receive any cost of living adjustments (COLA's) that are negotiated between the parties during the term of the 2020-2023 contract.

Upon the expiration of the 2020-2023 agreement, on June 30, 2023, the seven teachers listed below shall be "red-lined" at their rate of pay in effect at the time the 2020-2023 contract expires. For purposes of the Agreement, the term "red-lined" means that the teacher shall be frozen at their rate of pay in effect at the time the 2020-2023 agreement expires and shall not move up on the pay scale or receive any COLA's or other wage increases until the teacher obtains a BA degree or until the rate of pay for the AA degree catches up to the teacher's red-lined rate of pay.

These seven teachers are:

- Lauri O'Neill

- Debi Linville
- JanetteVieira
- Annette Parmer
- DeAnne Ruede
- Lisa Campbell
- Sherry Beach

This Memorandum of Agreement shall be attached to the 2020-2023 agreement and shall continue as an attachment to any successor collective bargaining agreement unless the parties negotiate changes to this Memorandum of Agreement, as required by the National labor Relations Act. Any changes to this Memorandum of Agreement must be done in writing and signed by both parties.

Disputes regarding the interpretation or application of this agreement shall be resolved pursuant to the grievance and arbitration procedures provided in the collective bargaining agreement.

IT IS SO AGREED this 3rd day of December 2020.

Signed: Tim Rochholz date: 12/3/2020
Tim Rochholz
Director of Human Resources For the Agency

Signed: Debra Blanchard date: 12.3.2020
Debra Blanchard
Field Representative For the Association

Attachment #2

MOU Video Surveillance

**Memorandum of Agreement
between
Head Start of Lane County
and
Oregon School Employees Association Chapter#600**

Head Start of Lane County (the Agency) intends to install a video surveillance camera system throughout its facilities including buses and has given OSEA a copy of a proposed policy and procedures on operation of the surveillance system. The purpose of installing and operating this surveillance system is to further ensure the safety and security of the children/students, staff, and facilities. OSEA representatives have reviewed the policy and asked the Agency to bargain on the subject, which the parties have done and been able to agree on the following:

When the Agency is ready to install the video surveillance system and knows how many cameras and where the cameras will be located, this information will be given to OSEA, and the two parties will bargain the impact of these proposed installation locations.

The Agency and OSEA agree on the following applications of the Agency's video surveillance camera system.

- 1) The cameras shall be directed at all times at the area described by the Agency. If the original location of the camera(s) is changed, the Agency shall notify the OSEA Field Representative and the chapter president before placement is changed.
- 2) Video surveillance cameras can be placed in areas where students are not present for facility security. Cameras will not be placed in areas where students are not present and where there is a reasonable expectation of bargaining unit member personal privacy.
- 3) The location of every video surveillance camera in a bargaining unit member's primary work site shall be made known to the bargaining unit member.
- 4) A bargaining unit member can request a review of video surveillance cameras in the member's work site or other sites they may be required to visit by giving written notice to the Director of Operation or Director of Human Resources who will provide the verbal review within five (5) business days of receipt. The Agency will provide the OSEA Field Representative a document that lists the location of the cameras. The Field Representative will not provide or allow any other person to duplicate or

control the list.

- 5) The Association after written request to the Director of Operations or Director or Human Resources will be given verbal information on all camera locations and the direction in which they will be pointed.
- 6) Cameras will be clearly marked, labeled, and placed in locations where reasonably possible to be seen except for some exterior security locations.
- 7) The cameras will usually record continuously and the images recorded shall not be maintained for more than sixty (60) days except when the Agency Executive Director or Head Start/Early Head Start Director authorizes maintaining a specific recording for a longer time. If a bargaining unit member's identifiable image is in a recording which will be saved beyond those sixty (60) days, then the OSEA Field Representative and chapter president will be notified.
- 8) Cameras shall capture still or moving images and shall not capture any sound or audio.
- 9) These cameras will not be monitored in real time, except for installation and maintenance purposes.
- 10) Video recordings from the Agency video surveillance system shall not be used to support performance evaluation of bargaining unit members but may be used as evidence in a disciplinary proceeding. If a recording will be used in a bargaining unit member's disciplinary proceeding, the OSEA Field representative and chapter president will be notified in advance. Recording will be used in a member's disciplinary proceeding, the member involved will be able to view the video recording being utilized after an investigation has concluded and, if applicable, prior to initiating any discipline.
- 11) In the event the Agency receives a lawful search warrant or legal subpoena for video surveillance footage, any bargaining unit employee whose recognizable image is captured in the footage shall be notified of the search warrant or legal subpoena requesting the footage, as well as the OSEA Field Representative and chapter president.

IT IS SO AGREED this 3rd day of December,
2020.

Signed: Tim Roy
Tim Rochholz
Director of Human Resources For the Agency
date: 12/3/2020

Signed: Debra Blanchard
Debra Blanchard
Field Representative For the Association
date: 12-3-2020
