

July 1, 2022 - June 30, 2026

**AGREEMENT**

Between the

**OREGON SCHOOL EMPLOYEES ASSOCIATION**

and

**NORTHWEST REGIONAL  
EDUCATION SERVICE DISTRICT**



## TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
Article 1 – Preamble .....	2
Article 2 – Recognition .....	3
Article 3 – Term of Agreement .....	4
Article 4 – Management Rights .....	5
Article 5 – Union Rights and Responsibilities.....	6
Article 6 – Payroll Deductions .....	9
Article 7 – Union Dues .....	10
Article 8 – Personnel Records.....	11
Article 9 – Discipline and Discharge .....	12
Article 10 – Probation .....	13
Article 11 – Grievance Procedure.....	14
Article 12 – Working Conditions .....	16
Article 13 – Paid Leaves of Absence .....	18
Article 14 – Unpaid Leaves of Absence.....	21
Article 15 – Paid Vacation .....	22
Article 16 – Vacancies, Transfers, and Job Postings .....	23
Article 17 – Insurance Benefits.....	24
Article 18 – Holidays .....	25
Article 19 – Layoff/Recall .....	26
Article 20 – Compensation .....	28
Article 21 – Professional Development.....	30
Article 22 – Reclassification, Job Descriptions.....	31
Article 23 – Strikes and Lockouts .....	33
Article 24 – Contracting Out .....	34
Article 25 – Labor Management Committee.....	35
Article 26 – General Provisions .....	36

## **Article 1 – Preamble**

- 1.1 This Agreement is entered into between the Board of Directors of the Northwest Regional Education Service District, (the “ESD” or “Board”) and the Oregon School Employees Association, AFT Local 6732 (“the Union” or “OSEA”) on behalf of OSEA Chapter 101.
- 1.2 Any reference in this Agreement to Board, ESD, Superintendent, supervisor, administrator, or any other management level position excluded from the bargaining unit shall be interpreted to be a generic reference to the employer and shall not restrict the organizational or delegated rights and prerogatives of the employer.
- 1.3 The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and all other terms and conditions of employment for all personnel included in the bargaining unit.
- 1.4 The ESD and the Union affirm their adherence to the principles of free choice and agree that they shall not discriminate against nor favor any employee covered by this Agreement because of, an individual’s perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, mental or physical disability, pregnancy, familial status, economic status, veterans’ status, marital status or age; or by reason of an individual’s membership or non-membership status in the Union. In as much as there are various forums for the presentation of a discrimination claim, the provisions of this section shall not be subject to the grievance procedure of this Agreement, nor subject to an unfair labor practice complaint for breach of contract.

## **Article 2 – Recognition**

- 2.1 The ESD recognizes the Union as the exclusive representative on wages, hours, and all other terms and conditions of employment for all Classified Personnel, as identified in appendix A.
- 2.2 Excluded from this Agreement are substitute employees, temporary employees, licensed employees included in the other bargaining unit, and supervisory and confidential employees as defined by ORS 243.650.
- 2.3 For purposes of this contract, a “substitute employee” is one hired for the purpose of filling the position of employees who are temporarily absent. A “temporary employee” is one who is hired for a position, which is seasonal, and/or to serve in a vacancy until filled, to a maximum of 90 calendar days, or is filling a temporary position that is created for the purpose of a specific task or special project that will not exceed one year.

### **Article 3 – Term of Agreement**

- 3.1 This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses an obligation of, and restrictions imposed upon, the ESD and the Union. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written Agreement between, and executed by, the ESD and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- 3.2 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the ESD and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter that was bargained over during the negotiations leading up to this Agreement. Otherwise, this provision is not a waiver of the right to bargain over proposed changes in mandatory subjects of bargaining.
- 3.3 This Agreement shall be effective July 1, 2022, and shall remain in effect through June 30, 2026. No later than December 15<sup>th</sup> of the final year of the contract period, the Union shall notify the ESD of its intent to open negotiations. Exchange of proposals shall be no later than March 1 of the final year of the contract period unless an alternate date is mutually agreed upon by the parties.

#### **Article 4 – Management Rights**

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the ESD and its programs, facilities, properties, and activities of its employees. Except as limited by this Agreement and applicable state and federal law, and without limiting the generality of the foregoing above, it is expressly recognized that the Board's retained operational and managerial rights include:

1. The right to determine the location of the ESD's facilities, including the right to establish new facilities and to relocate or close old facilities.
2. The determination of the financial policies of the ESD, including the general accounting procedures, inventory of and procedures related to supplies and equipment.
3. The determination of the management, supervisory or administrative organization of each facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
4. The maintenance of discipline and control or use of the ESD property and facilities.
5. The determination of safety, health, and property protection measures.
6. The right to enforce the policies, rules, and regulations now in effect and to establish new policies, rules, and regulations from time to time not in conflict with this Agreement.
7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, discipline, or transfer employees.
8. The creation, combination, modification, or elimination of any position.
9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
10. The determination of the layout, the equipment to be used, and the right to plan, direct, and control ESD activities.
11. The determination of the processes, techniques, methods and means of instruction, and the subjects to be taught.
12. The right to establish and revise the ESD's calendar, determine days of work, establish hours of employment, to schedule work, and to assign workloads.
13. The right to select textbooks, teaching aids, and materials.
14. The right to determine policies and procedures related to public relations and communications.

Nothing in this Agreement shall limit in any way the Board's contracting or subcontracting of work except as provided for in Article 24 – Contracting Out or shall require the Board to continue in Tentative Agreement May 17, 2022 existence any of its present programs in their present form or location or on any other basis. However, the Union reserves the right to exercise its bargaining rights under the provisions of Oregon Law and/or Administrative Rule.

## **Article 5 – Union Rights and Responsibilities**

- 5.1 A. Information - Upon request, the ESD agrees to furnish to the Union information necessary for its functioning as exclusive bargaining representative.
- B. The ESD shall provide the Chapter President and the Director of Fiscal Operations at [Classified@osea.org](mailto:Classified@osea.org), with an editable digital file format (Excel preferred) containing the following information for all new employees in the bargaining unit within 10 working days upon hire:
- (a) The employee's name and date of hire;
  - (b) Contact information including:
    - 1. Cellular, home and work telephone numbers;
    - 2. Personal and work electronic mail addresses; and
    - 3. Home or personal mailing address; and
    - 4. District ID number or OSEA's CE number information
  - (c) Employment information including the employee's job title, salary and worksite location.
- 5.2 The District shall provide the information described in 5B (a)-(c) within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.
- 5.3 The Association may meet with the new employee for thirty (30) minutes at an individual or group meeting at the employees' work location(s) or where the exclusive representative chooses, unless it interferes with District operations.
- Neither the newly hired employee nor the designated representative(s) attending the meeting will suffer a loss in compensation or benefits as a result of participating. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Association's presentation.
- New employee meetings with the Association shall take place no more than thirty (30) calendar days from the employee's date of hire.
- 5.4 Use of Equipment - The Union shall have the right to use ESD facilities and equipment including computers and installed software, fax machines, typewriters, other duplicating equipment, calculating machines, and other types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.
- The Association may use the District's electronic mail system outside of student contact time to communicate with bargaining unit members regarding:
- a) Collective bargaining, including the administration of collective bargaining agreements;
  - b) Grievance investigations or other dispute investigations related to employment relations; and
  - c) Governance of the Association.
- 5.5 Mail Facilities and Mail Boxes - The Union shall have use of the inter-ESD mail facilities and ESD mail boxes so long as it does not interfere with the operation of the ESD and subject to any applicable Postal Service regulations. Union materials shall be clearly identified as such.
- Bulletin Boards - The Union shall have, in each service center, the use of a bulletin board. The Union shall also be assigned adequate space on the bulletin board in the ESD for Union notices.

- 5.6 ESD Board Meetings - The Board agenda and packet are posted on the ESD's website. Excluded will be the Superintendent/Board briefing materials and confidential materials relating to executive sessions. Approved Board meeting minutes will also be posted on the website.
- 5.7 Union Identification - No staff member shall be prevented from wearing pins or other identification of membership in the Union.
- 5.8 An electronic version of the staff handbook will be provided by the ESD and made available to all members. Changes to the staff handbook will be communicated electronically.
- 5.9 Union Leave - Up to ten (10) days total per year, shall be granted by the ESD to the OSEA Chapter 101 President, or his/her designee, for the purpose of attending meetings, travel to outlying service centers, or hearings in the interest of fulfilling the Union's responsibility to represent the members of the bargaining unit. Union leave does not accumulate from year to year. The Union will reimburse to the ESD for the substitute of the President, or their designee, if a substitute is normally required.
- 5.10 Upon written request for Union leave the supervisor will respond in writing within two (2) working days, the approval or denial of leave. If Union leave is denied, an explanation of the denial will be included in the response.
- 5.11 Right for Designated Union Representatives to Engage in Certain Union Activities during Paid Work Hours.

The District shall allow designated union representatives reasonable time to engage in the following activities during work hours and at the District's facilities, without loss of compensation, seniority, leave accrual, or other benefits:

- a. Investigate and process grievances and other workplace-related complaints;
  - b. Attend investigatory meetings, hearings, and other due process proceedings involving represented employees;
  - c. Participate in, or prepare for, proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
  - d. Act as a representative of the exclusive representative for bargaining unit members for purposes of collective bargaining
  - e. Attend labor-management meetings and any other meetings that engages in discussion regarding classified employees working conditions between representatives of the District and designated union representatives to discuss employment relations; and
  - f. To conduct chapter meetings and trainings; and
  - g. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.
- 5.12 The designated union representatives shall also agree to the following:
- (a) Designated union representatives shall provide their immediate supervisor at least forty- eight (48) hours written notice of the need to perform any of the above-listed activities, unless situations arise that prevent them from doing so. In which case, the representative will notify their supervisor as soon as reasonably possible.
  - (b) The written notice shall describe: (1) the activity to be performed; (2) the date and time of the activity; and (3) the approximate amount of time the designated representative will spend performing the activity.



- (c) The designated representative's engagement in any activity shall not interfere with the District's operations. If, after receiving notice of the designated representatives request to perform an activity set forth in this Article, the District determines the activity will interfere with District operations and cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignments, etc.), the District and the Association shall schedule a mutually agreeable date and time during which the designated representative can perform the activities during work hours.
- (d) The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request, both parties agree otherwise.
- (e) The District shall not reduce a designated representative's work hours in order for the designated union representative to perform an activity under Section 3.1, except to prevent an employee from working unauthorized overtime hours. The designated union representative and his/her supervisor may agree to a flex schedule that allows the designated union representative to perform the activities above during paid work hours.

5.13 If bargaining occurs outside of the designated representative's normal work hours, designated representatives may be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time without working unauthorized overtime hours.

#### 5.14 Monthly New Hire Orientation

1. When conducting new employee orientations, the District shall comply with ORS 243.804 and provide the Association the right to meet with new employees within 30 calendar days from the date of hire for a period of at least 30 minutes but not more than 120 minutes.
2. The union shall also be permitted to set up a table at the orientation to meet directly with employees before, after, and during breaks at the orientation. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation. Newly hired employees in the bargaining unit shall meet with the Association during new employee orientations without loss of compensation or leave benefits; and will remain in paid status during this time.
3. When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.
4. The union shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.
5. In the event the ESD does not hold a new employee orientation, the Union shall hold a monthly orientation outside of the student contact day to meet with new employees to provide employees with information on Union activities.

## **Article 6 – Payroll Deductions**

- 6.1 The ESD agrees to deduct the employees' group medical/dental/vision premium contribution, in accordance with Article 17 – Insurance Benefits, from the employees' salary. Upon written authorization from the employee, the ESD shall deduct from the salary of the employee and make appropriate remittance for the following approved deductions:

- A. United Way
- B. Tax-sheltered annuity plans
- C. Employee optional insurance approved by the ESD
- D. Flexible Spending Accounts
- E. Garnishments
- F. PERS
- G. Other Charitable organizations approved by the ESD

These deductions will be made monthly as certified by the employee and shall continue for the duration of this Agreement or until such time as the ESD is notified in writing that the employee has made other arrangements. The ESD Fiscal Services office must receive the notification no later than the 15<sup>th</sup> of the month.

- 6.2 Direct deposit to a bank or credit union is available to any member.
- 6.3 Employees shall receive a monthly itemization of pay and payroll deductions at the time payment is made. Every attempt will be made to notify the employee of adjustments in payroll (e.g., over expenditure of accrued leave, reduction in hours, change in classification, etc.) on or before the pay date.

## **Article 7 – Union Dues**

- 7.1 The ESD agrees to deduct the monthly dues of the Union from the wages of all Union Members who sign appropriate NWRES D payroll deduction authorizations showing they knowingly and voluntarily seek to have dues deducted from pay.
- 7.2 The deductions will be made monthly as certified by the employee and shall continue for the duration of this Agreement or until such time as the ESD is notified that the employee no longer authorizes such deduction. If the employee notifies the ESD it no longer authorizes the deduction, the ESD will notify the union within 10 business days that the ESD is no longer making the deduction. If the association receives notification that the employee no longer wishes to have automatic payroll deductions for dues, the association will notify the ESD within 10 business days. If a notice of cancellation of membership is received after the District's monthly processing of payroll and dues are collected by the District and remitted to OSEA, OSEA will send a refund of the dues withdrawn for that month to the home of the employee. The ESD agrees to transmit the dues to the State Office of the Oregon School Employees Association by the 15<sup>th</sup> of the month following payroll deduction. The life insurance portion of the dues will be deducted for advance payment of summer premiums in the last regular salary payment in June for less than twelve (12) month employees.
- 7.3 The Union agrees to hold the ESD harmless against any and all claims, suits, orders, or judgments brought against the ESD as a result of the provision of this Article.

## **Article 8 – Personnel Records**

- 8.1 Any classified employee shall have the right to review the contents of the employee's own personnel file during normal office hours. An employee shall have the right to obtain an ESD-certified true copy of the contents of the employee's personnel file. Once each school year, at the request of the employee, a copy of the personnel file or any portions identified by the employee (for example, recent file additions) will be sent by courier to the employee at the employee's service center. The employee will be charged the ESD's customary copying fee for this service. The first twenty-five (25) pages per year will be at no charge to the employee.
- 8.2 An employee may file a written rebuttal to anything placed therein. Such rebuttal, once filed, shall be a permanent part of the file. No disciplinary action, evaluation, or complaint will be entered into the employee's personnel file without the employee being given the opportunity to sign one of the prior mentioned documents and being given a copy of the document. An employee's signature does not mean agreement with the document, but only that the employee has seen the document and received a copy. If the employee refuses to sign the document, the refusal will be noted and a copy of the document will be given to the employee and placed in the personnel file.
- 8.3 Employees shall have access to their personnel files. An employee will have the right to indicate those documents in the personnel file, which the employee believes to be obsolete or otherwise inappropriate for retention. The documents in question will be reviewed by the Superintendent, and if the Superintendent agrees, the documents will be withdrawn from the file. The Superintendent's decision on the matter will be final and binding.

## **Article 9 – Discipline and Discharge**

- 9.1 No non-probationary, regular employee shall be disciplined or dismissed without just cause. For the purpose of this contract, just cause will be defined as:
- A. The employee has been adequately warned of the consequences of their conduct;
  - B. A thorough investigation was completed by the ESD prior to administering the discipline;
  - C. The investigation will be fair and objective;
  - D. The investigation produced substantial evidence or proof of guilt prior to discipline;
  - E. Policies, rules, and discipline will be applied evenhandedly and without discrimination. Lack of enforcement by the ESD in the past of its policies or rules will not be suddenly reversed without first warning employees of its intent.
- 9.3. During the probationary period, employees may be disciplined or dismissed for any reason the District deems sufficient; these actions may not be grieved.
- 9.4 Progressive discipline shall be used, except when more serious discipline is warranted, or when immediate action is deemed necessary by the Superintendent/designee.
- A. Discipline shall be memorializing in writing, and clearly identified as disciplinary in nature. The right to union representation shall be in force at any stage in this process.
- 9.5 Employees who are demoted or dismissed have a right to a hearing before the Board in accordance with ORS 332.544.
- 9.6. The District may instruct employees about performance concerns through a non-disciplinary memorandum of expectations or other instruction. A memorandum of expectations will be issued when the District determines that a concern does not warrant discipline at the time but might in the future. In any grievance concerning this article, a memorandum of expectations will not be considered prior discipline. A memorandum of expectations itself may not be grieved or form the basis for a grievance.
- Employees will be informed of their right to representation during the development and implementation of the memorandum of expectations.

## **Article 10 – Probation**

- 10.1 All newly hired employees will serve an initial probationary period of six months. During the probationary period, the newly hired employee shall have no property rights in the job. A probationary employee may be dismissed by the ESD without cause. Probationary employees will be notified prior to the end of the probationary period of their successful or unsuccessful completion of probation and whether or not they are moved to regular status. The probationary period does not run during any period of substitute or temporary status, unless the criteria identified in 10.3 is met.
- 10.2 An employee who is selected to a different classification shall serve a new ninety (90) working days “promotional probation.” During the 90-day probationary period, the ESD may return the employee to their former position at any time, with or without cause. The employee returned to their former position shall retain all rights and standings as if the promotion had not occurred.
- 10.3 An employee who is hired in to a regular position while serving as a temporary employee shall serve a six month probation that will begin upon their hiring into the regular position. If the employee has already served ninety (90) working days in the position as a temporary employee the employee will serve a three (3) month probationary period.

## Article 11 – Grievance Procedure

### 11.1 Purpose

The purpose of this procedure is to secure, at the lowest possible step, equitable solutions to the problems which may arise from time to time affecting employees. Both the administration and employees shall keep these proceedings as informal and confidential as may be appropriate at any step of the procedure. A complaint against another employee or regarding the ESD is not subject to the grievance process. (See Employee Handbook)

### 11.2 Definitions

- A. Grievance: A complaint by an employee, group of employees, or the Union of an alleged violation of a specific provision of this Collective Bargaining Agreement.
- B. Grievant: The person, persons, or the Union who have the grievance and are presenting the complaint.
- C. Immediate Supervisor: The person having direct administrative or supervisory responsibilities for the grievant and the authority to resolve the issue.
- D. Time: Any and all time limits specified in the grievance procedures may be waived by mutual Agreement of the parties. For the purposes of this Article, “days” shall mean, an employee’s scheduled work days.  
  
Failure at any step of this procedure to communicate the decision in writing within the specified time limit shall permit the grievant to proceed to the next step. Failure of the grievant to appeal a decision to the next step within the specified time limit shall be considered a waiver of the grievance.
- E. Representative: The Union representative(s) who may speak for or advise the grievant if the grievant chooses to be represented, or the ESD representative who may speak for or advise the ESD at any time during the course of the grievance procedure.
- F. Non-Reprisal: Neither the Union nor the ESD shall take any reprisal against any person or agency as a result of the exercise of rights under this Article.
- G. Meetings and Hearings: Subject to requirements of the public meeting law, meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives.
- H. Dismissal: This procedure shall not apply to dismissal of probationary employees.

### 11.3 Steps of the Grievance Procedure

- A. Step One: Informal with Immediate Supervisor the grievant shall request a meeting to discuss the grievance with the immediate supervisor with the objective of resolving the matter informally within fifteen (15) days of when the grievant knew or, by reasonable diligence, should have known of the alleged violation being grieved. This meeting shall be scheduled by mutual agreement as soon as is practicable but within not more than five (5) days of the date the meeting was requested unless an extension of time is agreed upon mutually. The supervisor shall respond to the grievance as quickly as reasonable, but not later than ten (10) days after the grievance is first discussed. The immediate supervisor’s response shall be in writing.
- B. Step Two: Chief Human Resources Officer or Superintendent’s Designee.  
  
If the grievance remains unresolved, the grievant shall submit the grievance in writing to the Chief Human Resources Officer within fifteen (15) days of the receipt of the immediate supervisor’s reply. The written grievance shall include:
  - 1. Clear statement of the grievance and related facts;
  - 2. Specific identification of the specific portion of the contract allegedly violated;

3. A clear statement of the remedy sought; and
4. A copy of the immediate supervisor's written reply.

The Chief Human Resources Officer or Superintendent's designee shall respond in writing to the grievant within ten (10) ESD working days of the receipt of the grievance.

C. Step Three: Superintendent

If the grievance remains unresolved, the grievant shall submit the grievance set forth in Step Two in writing to the Superintendent within fifteen (15) days of the receipt of the Chief Human Resources Officer's written decision. The Superintendent shall review the grievance, arrange for a meeting with the grievant and representative, and give a written answer to the grievant with a copy to the Union no later than ten (10) days after the grievance meeting.

D. Step Four: ESD Board

If the grievance remains unresolved, the grievant shall submit the grievance set forth in Step Three in writing to the ESD Board within fifteen (15) days of the receipt of the Superintendent's written decision. The ESD Board shall determine whether to grant or deny the grievance and, if granted, what remedy if any should result. The ESD board shall notify the Union in writing of its decision within ten (10) days of its decision. The ESD Board level shall be the final step of this Grievance Procedure. Although this step is the final step of the procedure in this Agreement, the Union reserves the right to pursue the matter through other means, if applicable.



## Article 12 – Working Conditions

- 12.1 The normal workday for full-time classified employees is eight (8) hours, excluding the lunch break. Daily starting and ending times are determined by the supervisor.
- 12.2 Working hours, work days, and daily starting and ending times for part-time employees will be determined by the ESD.

### 12.3 Workweek

A full-time workweek for employees shall be defined as forty (40) hours of work within a seven (7) day period, commencing at 12:01 a.m. Sunday through 12:00 midnight on Saturday.

### 12.4 Rest Periods

Employees shall receive a fifteen (15) minute break during each segment of four (4) hours or major part thereof worked in any one work period. The break will be scheduled as close as possible to the middle of the work period. Rest periods shall be considered as time worked. If an employee misses taking their full breaks(s), they will notify their immediate supervisor of the reason for missing the break(s) and work with the supervisor to reach a remedy that will prevent future loss of breaks. Work schedules shall reflect sufficient time for employees to complete their full break or meal period and be able to reach their post-break assignment.

### 12.5 Meal Period

Employees who are scheduled to work six (6) or more hours shall receive an uninterrupted, unpaid meal period of at least one-half (1/2) hour but not more than one (1) hour. Such time shall be scheduled by the employee's immediate supervisor and shall be as near as possible to the halfway point of the workday. Such time shall not be considered as time worked. If an employee does not receive their full meal period for any eligible work days, the employee will complete a timesheet that indicates the length of the lunch period missed and will submit this to their immediate supervisor for payment processing.

Length of work period	Number of rest periods	Number of meal periods
2 hrs. or less	0	0
2 hrs. 1 min – 4 hrs., 59 minutes	1	0
5 hrs. – 5 hrs., 59 minutes	2	0
6 hrs. – 10 hrs.	2	1

### 12.6 Overtime

Members of the bargaining unit covered by the provisions of the Fair Labor Standards Act shall be compensated at the rate of time and one-half in the form of pay or compensatory time off, at the discretion of the ESD, for all assigned work in excess of forty (40) hours in any work week. Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours on duty per day. For the purpose of computing overtime, only the hours an employee actually works shall be credited as time worked in computing total work period hours. All overtime must be approved in advance by the employee's supervisor.

12.7 The ESD may adopt a ten (10) hour, four (4) day workweek for any of its employees. Overtime payments will be in accordance with Section 12.6 above.

12.8 Call-back Pay

A bargaining unit member who is directed to return to the work site after completing a scheduled shift shall be entitled to a minimum of two (2) hours of pay, regardless of the length of actual work time. Overtime compensation will be paid according to Section 12.6. A call-back employee shall be entitled to mileage reimbursement for the round-trip distance between the person's house and the designated work site. Travel reimbursement is only for miles actually driven.

An extension of the workday is not call-back. On a call-back, management has the right to choose the employee.

12.9 Workers Compensation

This provision is effective after determination and verification by the Workers Compensation Board that the employee has sustained a compensable injury as defined by ORS Chapter 656 and beginning with the date time loss benefits begin.

- A. At the employee's option, the employee may be compensated at the amount of the difference between the employee's regular salary and the amount of the time loss benefits paid. The difference between these amounts shall be charged against the employee's accumulated sick leave, subject to the total of that accumulation.
- B. An employee who has sick leave deducted during the initial three (3) days of absence due to a compensable accident or illness shall, following the time it is determined that the claim is compensable, have three days restored to the employee's sick leave account, if time loss is greater than 14 days. If such determination is made after the employee has exhausted all available paid leave, an appropriate adjustment shall be made to reflect the inclusion of those three (3) days.

12.10 Safe Working Conditions

- A. The Union and the ESD believe the work environment for bargaining unit members should be free of unreasonable risk to bargaining unit members' health and safety. The Union and the ESD recognize that safe work areas, safe equipment, safe work habits and practices, and safe operations are a mutual benefit to employee and employer alike and, therefore, are a mutual obligation. The ESD will have a Safety Committee, which will function in accordance with OR-OSHA administrative rules. The ESD and the Association will appoint their own members to the Safety Committee. In addition, the ESD and the Association will establish a Safe Working Conditions Task Force (Task Force) to address any safe working conditions concern brought by members. The Task Force shall include members of the Association and the Management team, and may include others as required to address concerns raised. The Task Force shall reconvene by September 30 of each year to review their function and practices in alignment with Board Policy and staff procedures as outlined in the Staff Handbook (where appropriate). Thereafter, "Safe Working Conditions" shall be a standing agenda item topic in the monthly Labor Management meeting, and the Task Force shall be convened on an as-needed basis in response to concerns. The Task Force may also consider regular input to the general Safety Committee.

## Article 13 – Paid Leaves of Absence

### 13.1 Sick Leave

- A. Full-time employees: In accordance with ORS 332.507, bargaining unit members shall accrue sick leave at the rate of ten days (10) per year or one (1) day for each month worked, whichever is greater. Sick leave time will be credited to each employee at the beginning of the employee's work year for the ESD.
- B. Part-time employees: Part-time employees accrue sick leave on a pro rata basis, according to the percentage of a full-time schedule that the part-time employee is scheduled to work. The sick leave paid for a day of illness for a part-time employee will be based on the number of hours the employee was scheduled to work that day.
- C. Utilization: Sick leave shall be available for the employee's own illness or injury or any other purpose for which sick leave is available under Oregon sick leave law. Under Oregon law, an employee may use up to 40 hours of their own accrued sick leave in a fiscal/contract year (July 1 to June 30) to care for an ill family member without applying for or determining eligibility under the Oregon Family Leave Act ("OFLA") or the Family Medical Leave Act ("FMLA"). Sick leave usage for family illness beyond 40 hours may be available pursuant to FMLA/OFLA. The definition of a family member under SB 454 "Sick Time", is the same as OFLA (employee's spouse; same-gender domestic partner; biological, adoptive, step or foster child; child of a same-gender domestic partner; custodial or non-custodial parent; step parent; parent-in-law; parent of same-gender domestic partner; grandparent or grandchild; a person with whom the employee is or was in a relationship of in loco parentis).
  - 1. If an employee terminates employment with the ESD during the employee's work year and has utilized more sick leave than accrued, the value of sick leave used in excess of entitlement shall be deducted from the employee's final paycheck.
- D. Employees may request to have their sick leave balance from another Oregon school district transferred to the employee's sick leave balance with the ESD.

### 13.2 Bereavement Leave

- A. A maximum of five (5) days per occurrence may be used for absence due to death in the immediate family of the employee. Bereavement leave days do not have to be used consecutively.
- B. An employee may qualify for ten (10) days bereavement leave under OFLA. Employees seeking bereavement leave may make a request by applying under OFLA, and OFLA rules concerning eligibility will be applied. If an employee qualifies for bereavement leave under OFLA, the 10 days of leave will run concurrently to include the 5 leave days described in 13.2.A above and the employee may use accrued sick leave for pay for the 5 days not covered under part 13.2.A above. The leave is limited to 10 days total per occurrence and must be completed within 60 days of the date the employee learned of the death. Bereavement leave will count toward the total amount of OFLA eligible leave. Bereavement leave is not accumulative.
- C. The "immediate family" shall be defined as mother, father, brother, sister, child, step- child, mother-in-law, father-in-law, brother-in-law, sister-in-law, those who stood in loco parentis, spouse, spouse's and employee's grandparents, grandchildren, a person regularly residing in the household, and domestic partner as defined by the Oregon Bureau of Labor and Industries.

### 13.3 Personal/Emergency Leave

- A. Up to three (3) days of personal/emergency leave will be granted to each employee each work year with full pay.
  - 1. Emergencies are defined as situations which cannot be dealt with outside of working hours which are suddenly precipitated or unplanned or where preparing could not relieve the necessity for the employee's absence and which requires the employee to absent him/herself from his/her duties.
  - 2. Personal leave is defined as leave for matters which require absence during work hours which can be planned/prepared for and where the nature of the business may not be dealt with at any other time. Personal leave may not be used to extend a vacation or holiday, for union business, or for personal illness if the employee has accrued sick leave.
  - 3. If a substitute is required, the leave is usable in not less than one-half ( $\frac{1}{2}$ ) day increments. If a substitute is not required, the leave is usable for a minimum of one hour.
  - 4. Personal/emergency leave does not accumulate from year to year.
- B. A request to the member's supervisor for Personal Leave shall be given at least five (5) days in advance. The employee will be notified preferably within one (1) day, but no longer than two (2) days of the approval or denial of the request. If denied, the employee will be notified of the reason for denial. A leave request shall be submitted on a form developed by the ESD. No reason for use of personal leave other than "personal" or "emergency" shall be required, except to confirm that it complies with the language of this Agreement. It is understood that request for Emergency Leave use will not be completed two days in advance, but will be completed as quickly as possible following the emergency.
- C. At the end of each fiscal year, employees shall be paid for any unused personal/emergency leave. The rate of pay for unused personal business leave shall be the employee's regular rate of pay and will be included in the final paycheck for the calendar school year.
- D. Personal/emergency leave will be prorated for employees hired after July 1 of any fiscal year. Staff hired prior to October 31 of the year shall receive 3 personal days; staff hired November 1 and prior to March 1 shall receive 2 days, and those staff hired March 1 and after of the fiscal year shall receive 1 day.

### 13.4 Emergency Closure Leave

- A. When schools are closed because of inclement weather or other unforeseen problems (e.g., power outages), employee work schedules will be determined by the ESD. Employees will be expected to report for work unless notified to the contrary by the ESD. Employees may be notified via commercial radio stations, other media, and emergency/flash alert notification.
- B. Classified employees who work less than 240 days shall not report to work, nor shall they suffer any loss of pay on the days when the employees of the school district(s) to which the employee is assigned on that day are not required to report to work due to inclement weather or emergency closures. The ESD may arrange for an alternate work location to which the affected employee may be required to report. With their supervisor's approval, the employee may work from home. The ESD shall have the right to require members to make up the time lost, without additional pay, as long as the total days worked does not exceed the employee's maximum work year days. In the event a school building or the school district to which the employee is assigned is closed after the start of the school day, the employee shall remain at the workplace until released by an authorized officer of either the local district or the ESD.
- C. Employees that work 250 days or more who are notified not to report for work on an emergency closure day, will be paid for a maximum of two (2) days for Emergency Closure Pay during the school year. To be eligible for the Emergency Closure Pay, an employee must work either the day before or the day after the closure, if those are regularly scheduled workdays for the employee. A day of vacation, sick leave, or other paid authorized day off shall constitute a scheduled workday for this purpose.
- D. Employees who are notified their assigned work location is open, but they are unable to reach their work location, will have the option of using personal leave, vacation time (if they are entitled to this benefit), or may take unpaid personal leave if all other leaves have been used. Adjustments in pay because of emergency closure will be made in the employee's next monthly paycheck.

13.5 Jury Duty

If an employee is summoned for jury duty, the ESD shall grant the employee permission to serve without loss of regular salary. All monies received as a result of service, other than expense reimbursements, will be deducted from the employee's regular pay. If the court releases the employee before noon, the employee shall return to the worksite and complete the assigned shift.

13.6 Legal Leave

- A. If an employee is summoned in a legal case involving his or her work for the ESD, the ESD shall grant the employee permission to leave without loss of regular salary. All monies received as a result of the subpoena, other than expense reimbursements, will be deducted from the employee's regular pay.
- B. This legal leave provision does not apply in any legal proceedings in which the employee or the Union is a complainant against the ESD, or is a witness in behalf of a claimant against the ESD or its personnel acting in the course and scope of their employment, or where the employee is a criminal defendant in a case including traffic citations.

13.7 Military Leave

- A. Any employee who is a member of the Oregon National Guard or the National Guard of any other U.S. state shall be entitled to and shall be granted military leave of absence for a period not exceeding the time period specified by ORS 659A.086, under the following conditions:
  - 1. The employee has given prior notification to his/her immediate supervisor of the date he/she is to report for military duty.
  - 2. The employee provides a signed copy of orders requiring his/her participation in military duty to the Human Resources department prior to leaving, or when this is not possible, within five (5) days of returning to work.
- B. Such absence shall be in addition to any vacation or illness and injury absence benefits to which the employee is entitled, if the employee is required to report during his/her regular work assignment.
- C. While on leave, there shall be no loss of seniority, vacation, or sick leave to which the employee might otherwise be entitled.
- D. Upon return from leave, the employee shall be placed in the position last held or an equivalent position in the ESD. Military leave of absence is construed as regular service in regard to salary steps.
- E. The employee is not subject to removal or discharge from the position as a consequence of the leave of absence.

13.8 Less than full-time employees will receive paid leaves of absence on a prorated basis.

#### **Article 14 – Unpaid Leaves of Absence**

- 14.1 Unpaid leaves of absence may be granted by the ESD, at its discretion, for any reasons deemed appropriate by the ESD.
- 14.2 An employee shall make a written request for short-term (up to 30 work days) unpaid leave of absence to the Chief Human Resources Officer at least thirty (30) calendar days prior to the commencement of the leave, except in the case of an emergency.
- 14.3 A long-term leave of absence without pay for up to one year may be granted by the ESD. A request shall be submitted in writing to the Department of Human Resources sixty (60) calendar days prior to the starting date of the requested leave.
- 14.4 Employees who are granted a long-term unpaid leave of absence will be assured of the following:
  - A. The employee may continue insurance programs through COBRA, administered by Oregon Educator Benefits Board (OEBB).
  - B. Employees on leave shall retain all benefits which state law provides and the seniority that has been attained prior to the leave.
  - C. An employee returning to the ESD following an unpaid leave of absence shall be reassigned to a comparable assignment.
  - D. An employee returning to the ESD shall notify the HR Department sixty (60) calendar days prior to their anticipated date of return.

## Article 15 – Paid Vacation

- 15.1 Employees will earn vacation based on the vacation schedule in place upon their hire date, unless the current schedule is more beneficial to the employee. Any employees that are grandfathered under a present vacation schedule will maintain that earned benefit if they work 240 days or more per year.

Employees who work 240 to 249 days per work year shall accrue paid vacation in accordance with the following:

<u>Years of Service (in 240-249 day position)</u>	<u>Paid vacation days per year</u>
1 <sup>st</sup> through 5 <sup>th</sup> year	6 days (48 hours)
6 <sup>th</sup> through 10 <sup>th</sup> year	8 days (64 hours)
11 <sup>th</sup> year and thereafter	10 days (80 hours)

Employees who work 250 days or more per work year shall accrue paid vacation days in accordance with the following:

<u>Years of Service (in 250 day position)</u>	<u>Paid vacation days per year</u>
1 <sup>st</sup> through 5 <sup>th</sup> year	10 days (80 hours)
6 <sup>th</sup> through 10 <sup>th</sup> year	15 days (120 hours)
11 <sup>th</sup> year and thereafter	20 days (160 hours)

- 15.2 Vacation time shall be granted as outlined above and compensated at the employee's regular rate of pay. Upon successful completion of the probationary period, the vacation time that would have been accrued during the probationary period will be credited to the employee's record and vacation time will continue to accrue from that point forward, as outlined above. Accrued vacation time may be used any time after the completion of the probationary period, on a schedule as approved by the ESD.
- 15.3 A maximum of ten (10) days of unused vacation time may be carried into the next fiscal year but must be used no later than December 31 of the new fiscal year.
- 15.4 Days eliminated from an employee's work schedule due to ESD financial conditions or due to cancellation for school days by component districts where the employee is assigned may not be taken as paid vacation.

## **Article 16 – Vacancies, Transfers, and Job Postings**

- 16.1 A vacancy shall be defined as an opening in the bargaining unit which the ESD intends to fill.
- 16.2 Vacancy posting and correlating job descriptions shall be available on the ESD's website. The posting will occur at least five (5) workdays prior to the filling of the position, except for postings August 1st – September 15<sup>th</sup>, when the posting period shall be at least three (3) workdays. The postings will generally state the job title, qualifications, duties, salary range, work calendar, location, and closing date, if applicable. Any person wishing to apply for the open position may do so by contacting the Human Resources Office.
- 16.3 All bargaining unit members who are qualified for an open position and apply for the vacancy will be granted an interview. Upon request, a member not granted an interview will be provided the rationale.
- 16.4 Each new employee shall receive a written job offer stating the job title, starting date, salary, work calendar, and building assignment.
- 16.6 Involuntary Transfer
  - A. Written notice of an involuntary transfer will be given to the employee at least five (5) working days in advance, unless unavoidable circumstances make it necessary to implement the transfer with less notice.
  - B. If possible, the employee being involuntarily transferred will visit the new assignment prior to transfer.
  - C. An involuntarily transferred employee may request a meeting with the supervisor regarding the transfer. At the meeting, the employee will be notified of the reason(s) for the transfer.
  - D. Involuntary transfers will not be implemented between service centers.



## **Article 17 – Insurance Benefits**

- 17.1 For the 2022-2023 insurance plan year (October 1, 2022 through September 30, 2023), the ESD shall contribute \$1448 per month prorated per FTE for all employees .5 FTE and above to an OSEA insurance benefit pool to pay the premium costs of medical, dental, and vision insurance plans.
- The ESD will increase the ESD's contribution \$25 per month for each year of the contract, beginning October 1, 2023.
- Based on data from October 1st to April 15<sup>th</sup> of each school year, OSEA chapter 101 and NWRESA will project the estimated balance of the insurance pool at the end of the plan year. If the balance is projected to be less than \$350,000, it will trigger an automatic reopener to renegotiate insurance benefits only for the following school year.
- 17.2 The Union will notify the ESD in writing by the date required by OEBB, and no later than June 15, each year, of any changes to the current year's plan selections or rate structures for the following year. Upon notification from the Association, the ESD will prepare employee enrollment documents for OSEA to approve no later than July 15 to prepare for open enrollment.
- 17.3 In the event there is no successor agreement, the ESD's obligation toward the premiums for insurance herein shall be "capped" at the amounts that exist in the final months of this Agreement.
- 17.4 The ESD shall contribute to the pool based on total FTE of Classified members. The pool funds shall be applied to the premium costs of insurance benefits for eligible employees according to Distribution outlined below.
- A. Full-Time Employees whose FTE is .75 or more: Medical, Dental, and Vision premiums are covered in full. No out of pocket premiums will be charged for the 2022-2023 plan year. Future years of the contract will be determined by the monthly contribution of the ESD.
  - B. Part-Time Employees whose FTE is .50 - .74 receive a prorated district contribution to be applied to the cost of Medical, Dental, and Vision premiums for Emp Only, Emp+Sp, Emp+Kids, Emp+Family. The employee is responsible to pay the difference.
  - C. Employees whose FTE is .49 or below are not eligible for insurance benefits
- 17.5 The ESD does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to meet and bargain regarding potential options.

## Article 18 – Holidays

- 18.1 Employees working 250 or more days per year will qualify for all of the listed holidays. Employees working 240 days or less will qualify for all of the listed holidays except \*Independence Day and Juneteenth unless the employee is scheduled to work and is actively at work on the scheduled work day immediately before and after the holiday, or on an authorized absence approved by the supervisor. Holiday pay will be based on and prorated on the employee's pay rate and the number of hours worked during a regular workweek for which that employee is normally scheduled.

Labor Day	New Year's Day
Veterans Day	Presidents' Day
Thanksgiving Day	Memorial Day
Day following Thanksgiving	Christmas Day
Martin Luther King Day	*Independence Day
*Juneteenth	

- 18.2 If one of the holidays listed in Section 18.1 falls on a Sunday, the following Monday will be observed as the paid holiday. If one of the holidays falls on a Saturday, the preceding Friday shall be observed as the paid holiday.
- 18.3 When an employee is required to work on a scheduled paid holiday, that employee will receive holiday pay in addition to overtime pay at the rate of one and one-half times the employee's regular rate of pay for all hours actually worked on the holiday.
- 18.4 In the event a building in which bargaining unit employees are working is closed early on either Christmas Eve day or New Year's Eve day, those employees actually working shall be excused early and shall not suffer a loss of pay.

## **Article 19 – Layoff/Recall**

- 19.1 When a layoff occurs within the bargaining unit, the Union and those employees affected will be given at least thirty (30) calendar days' notice in advance of the layoff or pay in lieu of notice, except in emergencies. When the event triggering the layoff is an unanticipated decrease in students that the employee works with, the layoff notification will be as close to thirty (30) days as is feasible but the employee will receive no less than ten (10) days' notice or pay in lieu of notice.
- 19.2 This Article is invoked by:
- A. Reductions or restorations of scheduled work time of twenty-five percent (25%) or more of the work schedule.
  - B. Reduction below previous insurance benefit eligibility level due to reduction in hours.
    - 1. When making annual assignments, if the ESD determines hours for existing positions(s) will be reduced, the District will notify the Union, and bargain the impacts of such reductions.
- 19.3 Layoff of employees shall occur on the basis of seniority (See definition in 19.7). The individual selected for layoff will be a person working in the affected classification (see Appendix A), within the affected Service Center Area (County), and in a position that has the same number of hours (plus or minus five (5) hours per week) as the position being eliminated. In the event that the ESD requires the retention of a less senior employee in the affected classification, where it has been demonstrated by the ESD the less senior employee has greater qualifications for the retained position/assignment based on the job description and assigned work tasks, the ESD will meet with the Union to review the greater qualifications needed prior to any action being taken.
- 19.4 Employees who are given notice of a reduction of hours as described in 19.2 shall have the option to decline an involuntary assignment to a position with fewer hours and instead elect to be laid-off.
- 19.5 Whenever the ESD determines that a vacancy exists within a classification, laid-off employees from that classification will be recalled by seniority. The recall notice will be sent by certified mail to the last address the ESD has on record for the laid-off employee. A refusal of recall to a position which is comparable in pay and benefits to the position held prior to the layoff shall constitute voluntary termination and such employee shall lose any further right to recall. Comparable shall mean a position that has the same number of hours (plus or minus five (5) hours per week) with the same classification prior to layoff or a classification of higher pay and the same level of benefits previously held. The laid-off employee will have seven (7) calendar days from the date the certified letter was sent to respond to the recall notice. Failure to respond within the seven (7) calendar days will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation. The recalled employee will have fourteen (14) calendar days from the date of response to return to ESD employment.
- 19.6 Laid-off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, an employee who is laid off or whose hours are reduced below eligibility for benefits may, at his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier(s) and to applicable laws based on COBRA rules and regulations.
- 19.7 Seniority shall be defined as the total length of service as a classified employee within the ESD from the most recent date of hire as measured from the first date of actual service. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.
- 19.8 A. Laid off employees with greater ESD seniority (within the definition of seniority in section 19.7 above) may displace less senior employees in the same classification (as listed in Appendix A) outside of their Service Center Area as long as such option is elected by the employee within two (2) workdays of notification of the option. The laid-off employee cannot bump into a position that would increase his or her work hours by more than five (5) hours per week. Laid off employees who choose NOT to bump into a position in another Service Center Area (County) will only be placed on the recall list for the County in which they were laid-off, unless the employee notifies the ESD in writing that they wish to remain on the recall list for all counties.

- B. Laid-off employees who previously worked in a different classification (as listed in Appendix A) for the ESD, may “bump” an employee in the other classification as long as the following conditions are met:
1. The laid-off employee has greater ESD seniority than the person to be “bumped”;
  2. The laid-off employee had completed the probationary period and had at least satisfactory evaluations in his/her current position and in the position he/she is attempting to bump into;
  3. The person being bumped is within the laid off employee’s Service Center Area (County);
  4. The laid-off employee elects to bump within two (2) workdays of being informed of the layoff;
  5. The laid-off employee does not increase his or her work hours by more than five (5) hours per week by bumping;
  6. An employee who bumps back to a previously held classification shall serve a 30 calendar day transition period, followed by a new sixty (60) calendar day probationary period and if unsuccessful in the position after bumping may be laid-off without a showing of cause during the 60 day period. In case of such a layoff, the employee’s rights shall be the same as if the employee had never elected to bump into the previously held position.
- C. Employees exercising bumping rights (19.8) shall be placed on the same step they were on before the move if remaining in the same classification; or to the step closest to their previous hourly wage if moving to a different classification.
- 19.9 Recall rights shall exist for twenty-seven (27) months from the date of layoff. Any laid off employee not recalled according to this procedure within the 27-months will be deemed to have been separated in good standing.
- 19.10 If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee’s rights to recall in his/her own classification.
- 19.11 All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the return to active employment, provided those benefits are still in effect.
- 19.12 Layoff and Recall for Student-Specific Positions. The parties agree that when an employee is hired into a “student-specific” position, such employee is exempt from the provisions of this Article. However, if the “student-specific” employee is placed into that position as a result of an involuntary assignment, in the event that the student-specific position becomes eliminated, then the involuntarily transferred employee will be returned to his or her former position, even if such would result in layoff under this Article.

## **Article 20 – Compensation**

- 20.1 Classified employee salary schedules are attached and are by this reference incorporated herein. Bargaining unit classifications are set forth in Appendix A.

The salary schedules for each year of the contract will be increased by 3.0% for all positions July 1 annually. In addition, Instructional Assistants and Bilingual Instructional Assistants will receive an additional 2.0% increase each year of the contract on July 1.

- 20.2 Step Movement

- A. Those employees who are eligible for a step increase will receive a step increase as of July 1 of each year of the contract.
- B. Under ORS 243.712(d), step increases on the salary scale are not “status quo” conditions and step increases will not be granted should this agreement expire without the completion of negotiations for a successor Agreement.

- 20.3 The employee pays the six percent (6%) employee contribution to the Public Employees Retirement System by way of payroll deduction. Subject to the Internal Revenue Code and IRS regulations, the ESD will give such contributions pretax treatment.

- 20.4 Temporary Work Out of Classification

Whenever an employee is required, on a temporary basis, to perform duties which are equal to those of a classification with a higher pay range, the employee will receive the next higher rate of pay in the new classification for the time spent performing such temporary duties, commencing with the sixth (6<sup>th</sup>) consecutive workday.

- 20.5 Involuntary Transfers

Employees involuntarily transferred to a lower classification for non-disciplinary reasons shall be paid on the same step number of the salary schedule for the new classification as they were on at the time of the transfer.

- 20.6 Promotions

For the purpose of this Article, “promotion” shall mean assignment of an employee to a position of a higher salary classification than the position previously held by the employee. An employee who is promoted shall be placed on the salary schedule in accordance with the Oregon Pay Equity Law (ORS 652).

- 20.7 For purposes of advancement on the wage scale, any classified employee that is hired before January 1<sup>st</sup> of any given year shall be considered as having worked a full year at the end of that fiscal year. If the employee is hired after January 1<sup>st</sup>, that employee will not be considered as having worked one year until the end of the following fiscal year.

- 20.8 Employees, both current and new, who are hired into an open position, shall have relevant experience and training taken into consideration by management for placement on the salary schedule. New employees will be placed on the appropriate range of the salary schedule in accordance with the Oregon Pay Equity Law (ORS 652). The District will retain records of how salary placement is determined and will provide those records to the union upon request. When an employee is placed at a salary step above Step 4 on the applicable nine-step salary schedule, the Union will be notified. When these placements occur, the ESD will provide the Union with the rationale for the action.

- 20.10 Mileage Reimbursement

Members required in the course of their work to drive personal automobiles will receive an allowance equal to the mileage rate recognized by the IRS. Mileage shall be paid for actual mileage driven during the workday, less the mileage from the employee’s home to the assigned base and back to the employee’s home. The base shall be a single designated regional office or classroom starting point. The employee and their supervisor will establish the office or classroom starting point during the first week of the new school year. Any change shall be proposed and agreed upon, with final approval by the Deputy Superintendent prior to the change.

## 20.11 Longevity Bonus

A longevity bonus will be paid to employees following their anniversary hire date.

- 10 years will receive \$500
- 15 years will receive \$1000
- 20 years will receive \$1500
- 25 years will receive \$2000
- 30 years will receive \$2500

These are one time only benefits to be granted following completion of the defined anniversary years and will be paid out in the following way:

For anniversary dates that occur between July 1 and December 31 in a fiscal year, the longevity bonus will be paid out in the December paycheck.

For anniversary dates that occur between January 1 and June 30, the longevity bonus will be paid out in the June paycheck.

## **Article 21 – Professional Development**

- 21.1 Employees desiring to complete class work or training to upgrade their capabilities or certification for their current jobs may be reimbursed for certain tuition expenses upon prior approval by the ESD.
- 21.2 Employees required by the ESD to attend seminars or educational programs will have their expenses paid by the ESD in accordance with ESD reimbursement procedures.
- 21.3 Maintenance of license, certificates, or special endorsements that are part of the job or job description are the financial obligation of the employee. Should the ESD require any employee to acquire an additional license, certificate, or special endorsement not otherwise a part of the job or job description, the ESD will pay for the cost of any necessary training and the cost of renewal of the license, certificate, or special endorsement.
- 21.4 Tuition/ Conference Funds

Members may attend conferences, workshops, or take a class for credit when approved in advance by their Supervisor and Human Resources. Approval will be granted provided that funds are available and the professional development program meets at least one (1) of the following criteria: (1) program aligns with the employee's professional goal; (2) relationship to employee's immediate job performance or future planned responsibilities; (3) ESD needs; or (4) individual growth adding to the employee's abilities, skills, job-related interests, and professional growth.

- A. Professional leave shall be granted to an employee for attendance at professional meetings during work time, workshops, seminars, and visitations to exemplary programs. When such leave is granted, it will be at the employee's regular rate of pay. Any additional hours beyond the employee's regular work hours must be pre-approved.
- B. All requests for tuition/conference funds must be submitted and approved in advance of the start of the course or conference on forms provided by the ESD to the employee's direct supervisor.
- C. For the duration of this agreement, the ESD will budget \$45,000 each year for conference expenses. Members who work 30 or more hours/week are entitled to up to \$500 annually in approved conference funds until the fund is exhausted. The amount shall be available on a prorated basis for employees who work at least 20 hours per week but less than 30 hours per week. Conference registration may be reimbursed prior to the conference upon request according to procedural timelines outlined for conference registration and reimbursement by the ESD human resources department.
- D. For the duration of this agreement, the ESD will budget \$45,000 each year for tuition reimbursement for approved tuition costs for employees taking classes to achieve career advancement opportunities with NWRESA. Members who work 30 or more hours/week may request up to the equivalent of four (4) credit hours at the PSU graduate rate. Required textbooks may be included in the reimbursement amount. The amount shall be available on a prorated basis for employees who work at least 20 hours per week but less than 30 hours per week. Tuition expenses may be reimbursed prior to the course upon request according to procedural timelines outlined for tuition reimbursement by the human resources department.
- E. Carryover from one fiscal year to another of tuition dollars shall occur in the event that there are unexpended funds in the pool at the close of the fiscal year. Growth in carryover shall not exceed \$50,000. If there are unexpended funds at the end of the fiscal year, employees may request reimbursement for up to an additional four (4) credits at the PSU graduate rate for courses toward career advancement with the ESD.

## **Article 22 – Reclassification, Job Descriptions**

- 22.1 The purpose of the Reclassification committee is to evaluate and analyze requests when significant changes occur in job responsibilities of an existing position. The ESD and the Union shall establish a permanent joint Reclassification Committee composed of equal numbers of Union and ESD representatives. The Union President shall appoint Union representatives to the Committee. The committee shall make decisions by majority vote. In the case of a tie vote, the decision shall be determined to be denied.

Requests will be reviewed on a quarterly basis.

- A. The Reclassification Committee shall review and update classified job descriptions.
- B. Pay adjustments for reclassified employees will be made effective from the date of the reclassification request.
- C. A person wishing to be reclassified into an existing classification shall follow this procedure:

The employee will be provided with a document that outlines all of the steps for the reclassification process and a copy of the time study documents. (The documents will be created by the committee members.) The requester must complete form #HRR and return it to the OSEA President along with:

- 1) Written rationale for the request
- 2) Detailed schedule of duties
- 3) Copy of current job description
- 4) Copy of job description for proposed classification
- 5) Letter of recommendation from building administrator or supervisor

All materials must be complete and submitted by the deadline or the request will not be addressed until the next meeting.

- D. The Reclassification Committee does not have the authority to invent new classifications. The Reclassification Committee may call upon appropriate Administrators (Director, Principal, Coordinator, Supervisor, and/or Manager to discuss the reclassification request. Decisions about reclassification will be made in private. The proposal will be voted upon by the committee members. All committee meetings are confidential. Committee members shall not communicate outside of designated committee meetings. Any additional information requested by the committee shall be requested through the HR department. Recommendations developed by the committee are public information
- E. All reclassification request packets will be submitted to each committee member for review seven (7) calendar days prior to the date of the scheduled meeting. The committee will enter into deliberations which will include:
  - i. Presentation of the request
  - ii. Questions concerning the request
  - iii. Analysis of requested placement or change regarding duties and responsibilities of current position.
  - iv. Comparisons of duties and responsibilities of proposed reclassification, including placement on salary schedule, and, if needed, duties and responsibilities of similar classified positions in other districts.
  - v. Any other pertinent and/or additional information required for committee review. If additional information is requested the HR department will notify the requester and will be given five (5) days to complete the process. The committee will then reconvene to complete deliberations.
  - vi. Once deliberations are complete the committee will develop its recommendation and the HR department will communicate the recommendation in writing to the superintendent and all committee members.
- F. The superintendent will notify a representative of Human Resources of their final decision.
- G. Human Resources will notify both the committee and the employee of the decision within five (5) working days of the superintendent's decision.



## 22.2 Job Descriptions

- A. The ESD shall maintain a file of job descriptions for each classification in the bargaining unit. Job descriptions shall designate the duties and responsibilities, qualifications, and supervision for each classification.
- B. New Classifications: New classifications and job descriptions may be developed by the ESD, and jobs may be assigned by the ESD. The ESD shall notify the Union and provide the Union with a copy of the job description(s) for the new classification and the wage scale assigned thereto.
- C. In the event the Union and the ESD agree that the newly created job classification appropriately belongs in the bargaining unit, the Union and the ESD will negotiate the wages to attach to the new classification.

### **Article 23 – Strikes and Lockouts**

- 23.1 The Union and its bargaining unit members, as individuals or as a group, will not initiate, cause, participate, or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work during the life and duration of this Agreement. Disciplinary action, including discharge, may be taken by the ESD against any employee or employees engaged in a violation of this Article.
- 23.2 In the event of a strike, work stoppage, slowdown, picketing, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct during the life and duration of this Agreement, the Union will immediately, upon notification from the ESD, attempt to secure an immediate and orderly return to work.
- 23.3 There will be no lockout, not to be construed as a layoff, of employees in the bargaining unit by the ESD as a consequence of any labor dispute arising during the term of this Agreement.

#### **Article 24 – Contracting Out**

If the ESD intends to contract out bargaining unit work, resulting in the layoff of a member of the bargaining unit, the ESD will notify the Union at least thirty (30) days in advance. The ESD will provide to the Union an explanation of the reasons for the proposed contract. Within ten (10) days after receiving that information, the Union may provide alternative suggestions to the ESD in order to avoid the need for the contract and layoff. The ESD will give fair consideration to the Union suggestions before making a final decision. The ESD recognizes its responsibility to enter into expedited bargaining with the Union concerning the impact of contracting out on mandatory subjects of bargaining.

## **Article 25 – Labor Management Committee**

Representatives of the ESD and the Union will comprise a labor/management committee. The committee will meet for the purpose of discussing any matters of common interest arising out of the administration of this Agreement. By October first (1) of each year, the committee will establish a mutually agreeable yearly calendar of meetings.

1. The committee shall consist of three (3) representatives from the Association and three (3) representatives from the District.
  - a. By mutual agreement, the parties may invite guests or speakers that shall address items on the labor/management agenda only. Notification of guests shall be given no less than five (5) days prior to the next scheduled meeting.
2. Each meeting will not exceed two (2) hours in length, unless by mutual agreement.
3. The committee will not adjust grievances or engage in collective bargaining negotiations and does not have the power to modify provisions of this Agreement. The committee can make recommendations as to matters related to the employment of bargaining unit members, including recommendations for changes to ESD practices or Board policies. Any recommendation of the committee will be considered by the ESD and/or the Board.
4. The committee will be advised of the results of that consideration.

## **Article 26 – General Provisions**

### **26.1 Entire Agreement**

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the ESD and the Union. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between the ESD and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all of the contract's terms and conditions.

### **26.2 Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the ESD and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, that was bargained over during the negotiations leading up to this Agreement. Otherwise, this provision is not a waiver of the right to bargain over proposed changes in mandatory subjects of bargaining.

### **26.3 Separability**

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or by any administrative agency having jurisdiction over the subject matter, or by legislative action, such decision shall apply onto the specific article, section, or portion directly specified in the decision. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

### **26.4 Funding**

- A. This Agreement is entered into based upon assumptions about the amount of revenue to be received by the ESD in the initial year of this Agreement and on the assumption that revenues in the future years will grow sufficiently to fund the economic provision of this Agreement. If these assumptions prove incorrect and the total dollars to be received by the ESD based upon information calculated by the ESD at the time of adoption of its annual budget will be less than would have been received with these assumptions holding true, or if there is any other unexpected and substantial expense or revenue shortfall which affects the ESD's ability to fund the economic provisions of this Agreement, either party may elect to reopen this Agreement for further negotiations. The Board will not, however, reopen this Agreement for negotiations unless it determines that all other reasonable options for balancing the budget, not impacting employee's compensation, have been exhausted. If this Agreement is reopened, notice will be given in writing and bargaining will begin within no more than fourteen (14) days. Negotiations for this re opener shall be conducted pursuant to ORS 243.698, but the negotiation period will be limited to thirty (30) days unless the parties mutually agree to a longer period for negotiations.
- B. If the ESD closes because of a lack of funds, no member of the bargaining unit shall be entitled to any salary or associated payroll cost provided in this Agreement while the ESD is closed.
- C. This Agreement does not guarantee any level of employment.
- D. In the event of a significant shortfall in project revenues for a program or service, and after meeting with the Union, the ESD can reduce an appropriate number of work days in that program or service to make up the shortfall. If any member will be reduced by more than fifteen (15) days in a work year schedule, any greater reduction will be handled under Article 19.