

# Head Start of Lane County

2023-2026 LABOR / MANAGEMENT AGREEMENT

With

2024-2025 changes



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MEMORANDUM OF UNDERSTANDING

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## Article 1

### Agreement Term, 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, 2023, and shall continue in effect through June 30, 2026. 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 four (4) Agency representatives and four (4) 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.
  - 1.4.3.4. 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.
  - 1.4.3.5. 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 paid release time from an employee's normal hours of work for OSEA designated representatives. The total maximum for all designated representatives using release time shall not exceed eighty (80) hours of release time per fiscal year. Up to thirty (30) of the hours may be used for bargaining and up to eighty (80) of the hours to be used for representation at investigatory interviews and representation in the grievance process. The Agency shall provide a paid substitute if needed, however, if a substitute is not available for the paid release time, the leave may need to be scheduled for another time or another representative will need to be designated by the OSEA. The OSEA designated representative shall bear the responsibility to track and record the use of any of the eighty (80) hours via notations on timecards; notations to state bargaining, representation at an investigatory interview, or representation in the grievance process.

## 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 certain time, 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 unless prior notice is given to OSEA, see 3.3.9.
  - 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.
  - 3.3.8. All individuals retained through a temporary agency who are assigned responsibilities normally assigned to a bargaining unit member.
  - 3.3.9. The Agency shall notify up to three designated OSEA representatives when the terms of 3.3.4., 3.3.7., and 3.3.8 apply and shall identify the position.
- 3.4 A fiscal year is the period July 1st through June 30<sup>th</sup>.



## 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 force 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 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 the bus driver 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 11.9

## 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**

### **[Paid Leaves: Holidays/ Personal/ Vacation/Paid Break/Sick/Family/Jury Duty/Bereavement](#)**

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

- 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 of unpaid approved personal leave without discipline except discipline which complies with the terms of Article 17.

## 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 except when the bargaining unit member is on unpaid break time as provided by the terms of Article 10.5.

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 except full year employees hired during the current fiscal year shall be able to utilize vacation hours during the week of Agency closure as described in Article 9.6.
- 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 fifth (5) 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 fifth (5) 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 fifth (5) 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 any time 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 ( $1\frac{1}{2}$ ) 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 paid time during Winter and Spring breaks as follows:
  - First year of employment five (5) days;
  - Second through fourth years of employment ten (10) days, and
  - Five (5) 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 with fifteen (15) days of paid break time who qualifies for up to two (2) winter break and paid holidays will be credited with additional days of personal leave per number of winter break paid holidays that program year.

## **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 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 members 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. Sick Leave Bank**

10.6.5.1. Regular bargaining unit members can contribute paid sick leave hours to the sick leave bank (the Bank). The total hours in the Bank shall not exceed four hundred (400) hours per year unless the JLMC by mutual agreement, increases the number of hours. A regular bargaining unit member is eligible for up to five (5) Bank days per fiscal year.

10.6.5.2. The JLMC can limit the Bank use by mutual agreement to be placed in a memorandum of understanding.

10.6.5.3. Applicants requesting use of the Bank are not required to belong to the Bank by having contributed to the Bank.

10.6.5.4. Requests for the Bank days must be submitted to Human Resources in writing (e-mail acceptable) and will be granted after exhaustion of all of the bargaining unit member's paid leave time (sick, personal, and vacation). Bank days will be granted until the Bank days are 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 member's supervisor.

### **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 their 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

### Wages/Out of Range/Mileage/Bilingual

- 11.1 For the fiscal year 2024-2025, the attached Appendix A is the wage schedule. Wages are retroactive to July 1, 2024. All employees eligible for a step increase in 2024-2025, shall receive a step increase beginning with the payroll period starting on July 1, 2024 which will be retroactive.

- 11.2 Wages for the 2025-2026 fiscal 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 all food service staff and bus drivers on conference days, which fall on regularly scheduled workdays. The staff and drivers shall be provided work for the number of hours they are regularly scheduled to work on the day that is scheduled as a conference day.
- 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. A bargaining unit member working out of range will be returned to their prior position by no later than the end of the fiscal year in which the member began working out of range.
- 11.5 **Mileage Reimbursement**  
Eligible mileage will be reimbursed at the 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 seventy-five cents (\$.75) per hour worked by bargaining unit members as provided in 11.6.a and 11.6.b
- 11.6.a Bilingual English and Spanish:  
Employees who are assigned to use their bilingual fluency in English and Spanish and the bilingual differential for all hours worked.
- 11.6.b. Bilingual English and another second language:



Employees who are assigned to use their bilingual fluency in English and a second language other than Spanish and have met and continue to meet the Agency eligibility standards for second language shall be paid the bilingual differential for the hours assigned to utilize the second language.

**11.6.1. Eligibility**

For Spanish skills, the eligibility requirement will be an oral and written test established by the Agency. 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 Spanish. 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 must meet the standard for an intermediate skill level or higher for Spanish verbal interpretation to receive the bilingual differential.

The bargaining unit member must be assigned to a position that has need for Spanish/English translation and/or interpretation skills as determined by the Agency.

For second language skills other than Spanish, the Agency and a bargaining unit member must first agree that the bargaining unit member's skills will be useful for the Agency. The Agency will designate the number of hours per week and the number of weeks the bargaining unit member will be paid the bilingual differential rate.

**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 seventy-five cents (\$.75) 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.

**11.10 Minimum Wage Increases**

The parties recognize the State of Oregon requirement in ORS 653.025 to pay employees a minimum hourly wage. Any negotiated hourly wage in this Agreement that is less than this minimum will be increased on the effective date of any new Oregon minimum wage requirement in ORS 653.025.

## 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, and
  - 12.1.4. 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.
- 12.3.1. 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:
- 12.3.2 **Insurance Contribution for 2024-2025**  
Effective November 1, 2024 for the 2024-2025 insurance year, the Agency shall contribute maximum of \$859.85 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 \$752.08 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 Kaiser Dental plan. For the sections 12.1.3, and 12.1.4 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. Spousal medical insurance will be available with the full cost of the premium paid by the employee.
- 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 Committee (JBC) consisting of three (3) representatives of the Agency and three (3) representatives of OSEA. The JBC 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. The JBC shall meet up to three times per program year for a maximum of two hours per meeting. The meeting time will be paid release time if scheduled during the OSEA representative's normal work hours. Each OSEA representative shall be responsible for identifying the meeting hours that were for a JBC meeting on the representative's timecard.

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 JBC, 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.

#### **12.11 Administrative Cost Payments for Voluntary Supplemental Benefit Plans**

Effective October 1, 2021 employees will pay \$2.50 a month toward the administrative cost associated with any supplemental benefit plan(s) not described in another section of Article 12 that are voluntarily selected by an employee. This is the total payment for as many supplemental benefits plans as the employee selects. The payment will be deducted from the employee's monthly payroll.

## **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 15<sup>th</sup> 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

### Employee Records

16.1 The Agency agrees to permit each bargaining unit member an examination of their employee records by submitting a written request to the Human Resources Department. The Human Resources Department shall provide a digital or hard copy, depending on how the records are stored, of the employee's records for examination within five (5) business days or less depending on the scope of the request. The digital copy examination opportunity shall be in person or by the employee being sent the copy. The in-person examination of a digital copy or hard copy shall take place in a private location in the Agency's Human Resources



Department during the normal business hours of the department. A digital copy shall be sent to the member by Agency email as an attachment. The member will be allowed to use an Agency printer to make a paper copy at no cost to the employee for up to twenty-five pages per calendar year.

- 16.2. The employee records are those documents which are used or have been used to determine the member's qualifications for employment, promotion, additional compensation, employment termination or other disciplinary action, and time and pay records for the most recent three (3) years of employment.

**16.3. Content of Employee Records**

The Agency shall maintain a bargaining unit member's employee records. The bargaining unit member's employee records 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 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 their employee records, 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 employee records.

- 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 employee records and they have been employed for three (3) years without further reprimand or other disciplinary action, they have the right to request that the reprimand and related disciplinary documentation be removed from their employee records. Incidents of gross neglect of duty, as defined by OAR 584-020-0040, shall be considered permanent employee 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 reasonably 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.

17.5. A language interpreter who is not an Agency employee will be provided by the Agency at Agency expense if requested by the employee or OSEA representative, for the purposes of investigation interviews and disciplinary actions.

## 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.

19.4. When the Agency creates a new position with responsibilities not included in any existing bargaining unit position, the Agency will notify up to three designated OSEA representatives of the new bargaining unit position, a copy of the position description, and proposed wage schedule placement for the position. After seven (7) business days from the date of the notice to the designated OSEA representatives and if no response from OSEA, the Agency can post and fill the position at the proposed wage schedule placement.

## **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 first aid/CPR certification within thirty (30) calendar days after hire at their own expense as a condition of employment. The Agency will provide first aid/CPR certification training and exam in-house at Agency expense. Any other training and exam for a certification, including a food handlers card, will be at the employee's expense.

20.4. Bargaining unit members who don't obtain first aid/CPR training as required by law, rule, regulation, or as otherwise directed by the Agency may be placed on administrative leave and subject to discipline up to and including termination.

## Article 21

### Negative Job Communication

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 Manager 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 Manager 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. 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.

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.

## Article 23

### Video Surveillance

The Agency has installed a video surveillance camera system throughout its facilities including buses and has given OSEA a copy of the Agency Video Surveillance and Monitoring Procedure. The purpose of installing and operating this surveillance system is to further ensure the safety and security of the children/students, staff, and facilities.

The Agency's video surveillance camera system will be applied as follows.

**23.1 Camera Location** 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.

**23.2 Camera Placement Restrictions** 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.

**23.3 Location Known to Member** 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.

**23.4 Review of Camera Location** 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 Human Resources Manager 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.

**23.5 Information to OSEA** The Association after written request to the Director of Operations or Human Resources Manager will be given verbal information on all camera locations and the direction in which they will be pointed.

**23.6 Visibility of Cameras** will be clearly marked, labeled, and placed in locations where reasonably possible to be seen except for some exterior security locations.

**23.7 Retention of Video Record** The cameras will usually record continuously and the images/audio 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/audio is in a recording which will be saved beyond those sixty (60) days, then the OSEA Field Representative and chapter president will be notified.

**23.8 Visual and Audio** Cameras shall capture still or moving images and shall capture any sound or audio.

**23.9 No Real Time Monitoring** These cameras will not be monitored in real time, except for installation and maintenance purposes.

**23.10 Video Use Limitations** 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.

**23.11 Notice Warrant or Subpoena** 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.

Attachment #1 is attached and made part of this agreement.

Attachment #2 is attached and made part of this agreement.

## Appendix A: 2024-2025 BU Wage Schedule

*The 2024-2025 wage schedule is the wage rates in the 2023-2024 wage schedule increased by 2.35%*

Appendix A: 2024-2025 Wage Schedule	Minimum Education Requirement	Fiscal Years at Head Start					
		< 2	2-4	5-7	8-10	11-14	15+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6L
Administration							
Receptionist	No Degree	\$ 17.40	\$ 18.05	\$ 18.74	\$ 19.44	\$ 20.16	\$ 21.17
Regional Assistant	No Degree	\$ 19.49	\$ 20.22	\$ 20.98	\$ 21.77	\$ 22.58	\$ 23.71
ERSEA Assistant	No Degree	\$ 19.49	\$ 20.22	\$ 20.98	\$ 21.77	\$ 22.58	\$ 23.71
Licensing Assistant	No Degree	\$ 19.49	\$ 20.22	\$ 20.98	\$ 21.77	\$ 22.58	\$ 23.71
Accounting Assistant	No Degree	\$ 22.84	\$ 23.69	\$ 24.58	\$ 25.50	\$ 26.46	\$ 27.78
Accounting Specialist	No Degree	\$ 27.71	\$ 28.75	\$ 29.83	\$ 30.95	\$ 32.11	\$ 33.71
Payroll Specialist	AA/BA	\$ 27.71	\$ 28.75	\$ 29.83	\$ 30.95	\$ 32.11	\$ 33.71
Procurement Specialist	No Degree	\$ 27.71	\$ 28.75	\$ 29.83	\$ 30.95	\$ 32.11	\$ 33.71
Education							
Classroom Aide II	No Degree	\$ 16.47	\$ 17.29	\$ 18.16	\$ 19.07	\$ 20.02	\$ 21.52
EHS Associate Teacher	No Degree	\$ 19.49	\$ 20.22	\$ 20.98	\$ 21.77	\$ 22.58	\$ 23.71
Teacher	No Degree	\$ 19.49	\$ 20.22	\$ 20.98	\$ 21.77	\$ 22.58	\$ 23.71
Teacher Extended Day	No Degree	\$ 21.44	\$ 22.24	\$ 23.08	\$ 23.94	\$ 24.84	\$ 26.08
Grant Data Support	No Degree	\$ 21.77	\$ 22.58	\$ 23.43	\$ 24.31	\$ 25.22	\$ 26.48
Home Visitor	No Degree/Unrelated	\$ 21.77	\$ 22.58	\$ 23.43	\$ 24.31	\$ 25.22	\$ 26.48
Family Support/Interpreter	No Degree	\$ 22.84	\$ 23.69	\$ 24.58	\$ 25.50	\$ 26.46	\$ 27.78
Home Visitor	AA	\$ 22.84	\$ 23.69	\$ 24.58	\$ 25.50	\$ 26.46	\$ 27.78
Head Teacher	AA	\$ 23.78	\$ 24.68	\$ 25.60	\$ 26.57	\$ 27.56	\$ 28.92
Home Visitor	BA	\$ 26.80	\$ 27.80	\$ 28.85	\$ 29.93	\$ 31.05	\$ 32.60
Family Support/Interpreter	BA	\$ 26.80	\$ 27.80	\$ 28.85	\$ 29.93	\$ 31.05	\$ 32.60
Head Teacher	BA	\$ 27.02	\$ 28.03	\$ 29.08	\$ 30.17	\$ 31.30	\$ 32.87
SEEKERS Specialist	No Degree	\$ 27.71	\$ 28.75	\$ 29.83	\$ 30.95	\$ 32.11	\$ 33.71
Family Support Coach	BA	\$ 29.08	\$ 30.18	\$ 31.31	\$ 32.49	\$ 33.71	\$ 34.98
ECE Coordinator	BA	\$ 29.08	\$ 30.18	\$ 31.31	\$ 32.49	\$ 33.71	\$ 34.98
EHS Mentor/Coach	BA	\$ 29.08	\$ 30.18	\$ 31.31	\$ 32.49	\$ 33.71	\$ 34.98
Family Support Coordinator	BA	\$ 29.08	\$ 30.18	\$ 31.31	\$ 32.49	\$ 33.71	\$ 34.98
Housing Specialist	BA	\$ 29.08	\$ 30.18	\$ 31.31	\$ 32.49	\$ 33.71	\$ 34.98
Nutrition and Health							
CFSW	No Degree	\$ 16.05	\$ 16.31	\$ 17.13	\$ 18.22	\$ 18.66	\$ 20.06
Site Cook	No Degree	\$ 16.47	\$ 17.29	\$ 18.16	\$ 19.07	\$ 20.02	\$ 21.52
Mega-Site Cook	No Degree	\$ 16.47	\$ 17.29	\$ 18.16	\$ 19.07	\$ 20.02	\$ 21.52
Medical Support Aide	No Degree	\$ 16.78	\$ 17.62	\$ 18.50	\$ 19.43	\$ 20.40	\$ 21.93
Head Cook	No Degree	\$ 20.78	\$ 21.56	\$ 22.37	\$ 23.21	\$ 24.08	\$ 25.28
Food Service Coordinator	No Degree	\$ 21.77	\$ 22.58	\$ 23.43	\$ 24.31	\$ 25.22	\$ 26.48
Consultant Services Assistant	No Degree	\$ 21.77	\$ 22.58	\$ 23.43	\$ 24.31	\$ 25.22	\$ 26.48
Health and Safety Specialist	No Degree	\$ 27.71	\$ 28.75	\$ 29.83	\$ 30.95	\$ 32.11	\$ 33.71
Technology							
Hardware Technician	Computer Tech. Cert./AA	\$ 25.28	\$ 26.22	\$ 27.21	\$ 28.23	\$ 29.29	\$ 30.75
Computer Support Specialist	Computer Tech. Cert./AA	\$ 27.71	\$ 28.75	\$ 29.83	\$ 30.95	\$ 32.11	\$ 33.71
Computer Network Specialist	Computer Tech. Cert./AA	\$ 28.32	\$ 29.38	\$ 30.48	\$ 31.63	\$ 32.81	\$ 34.45
Facilities/Operations							
Bus Driver	No Degree	\$ 19.49	\$ 20.22	\$ 20.98	\$ 21.77	\$ 22.58	\$ 23.71
Bus Driver Coordinator	No Degree	\$ 21.77	\$ 22.58	\$ 23.43	\$ 24.31	\$ 25.22	\$ 26.48
Facilities Assistant	No Degree	\$ 19.49	\$ 20.22	\$ 20.98	\$ 21.77	\$ 22.58	\$ 23.71
Facilities Coordinator	No Degree	\$ 27.71	\$ 28.75	\$ 29.83	\$ 30.95	\$ 32.11	\$ 33.71
Operations Specialist	BA	\$ 29.08	\$ 30.18	\$ 31.31	\$ 32.49	\$ 33.71	\$ 34.98



## **Attachment #1**

### **Grandfathered Head Teachers**

Head Start of Lane County, the Agency, and Oregon School Employees Association chapter 600, the Association, agree that the grandfathered Head Teacher MOU which is part of the 2020-2023 collective bargaining agreement is terminated and replaced with this agreement.

The four (4) currently employed Head Teachers with an Associate degree who are placed on the top step of the pay schedule for Head Teachers with a BA degree, will continue to be paid at the top step of the pay schedule for Head Teachers with a BA degree for the duration of their employment as an Agency Head Teacher.

## **Attachment #2**

### **MEMORANDUM OF UNDERSTANDING IMPLEMENTATION OF PAID LEAVE OREGON**

**JULY 3, 2024**

This Memorandum of Understanding ("MOU") between the Head Start of Lane County ("Agency") and the Oregon School Employees Association, Chapter 600 ("OSEA") sets forth the terms and conditions the parties have agreed to through bargaining over the Agency's compliance with Oregon's new paid family leave legislation.

#### **Recitals**

Effective September 2023, the Agency began operating under the terms of Oregon's new Paid Family and Medical Leave Insurance Program, also known as Paid Leave Oregon, (PLO), ORS 657B. The State of Oregon Employment Department is responsible for implementing PLO and the Agency has exercised its option to have a third-party implement an equivalent plan for Agency employees. This third-party for Fiscal Year 2023-24 is American Fidelity.

In attachment two of the parties' collective bargaining agreement, dated 2023-2026, the parties agreed to bargain over the mandatory subjects of bargaining impacted by PLO. The parties entered

into those negotiations on April 25, 2024. This MOU memorializes the results of the parties' negotiations.

### **Terms of Agreement**

The parties agree to the following terms:

1. Term of the MOU: This MOU will be effective until the termination of the parties' 2023-26 collective bargaining agreement.
  
2. Compliance and Notice of Right to Benefits: The Agency will maintain and update its employee handbook and policies to reflect changes to state and federal leave laws and regulations, regarding, but not limited to, the PLO benefits application process, eligibility requirements, the employee notification process, and the duration and increments of leave. The Agency will provide employees with notice of their rights to PLO benefits as required by law and make details regarding the process for applying for and receiving benefits available to employees online.
  
3. Supplementing PLO Benefits: Many employees' PLO payments will be less than 100% of their regular wages. The Agency agrees that employees may choose to supplement their PLO benefits by utilizing eligible leaves (including sick leave, vacation leave, personal leave, holiday pay - for holidays that occur during the leave period). Employees who choose to supplement their PLO benefit will determine what order they use their paid leave. Employees may not receive more than 100% of their regular wages if they choose to supplement their PLO payments. The Agency will calculate the number of hours required to cover the difference between PLO benefits paid to the employee and the employee's regular weekly average earnings and the employee will then submit those leave hours using their available paid leave (sick leave, vacation leave, personal leave, holiday pay - for holidays that occur during the leave period).
  
4. Continuation of Benefits: While receiving PLO benefits, the Agency will continue to provide all Agency-provided insurance benefits (e.g., health insurance) and continue to pay any contributions required by the collective bargaining agreement as long as the employee is also eligible for leave under FMLA and/or OFLA while out on PLO. Any required employee contributions towards those benefits will be deducted from employee paychecks if the employee elects to supplement their benefits with accrued leaves as allowed above.

Employees who do not elect these options are responsible for remitting the Employee portion pursuant to Payroll requirements for continuation of these benefits.

5. Seniority Accrual: Employees' seniority will continue to be credited during any leave covered by PLO. However, an employee's probationary period will be adjusted proportional to their PLO use if the period of PLO leave exceeds two weeks to ensure adequate observation time for the Agency to evaluate suitability for regular status.

6. Job Protection and Return to Work: Employees taking PLO will be reinstated to their previous position upon returning from leave, if they have been employed by the Agency for at least ninety (90) calendar days, unless the position no longer exists. If the position no longer exists, then the employee is entitled to be restored to any available position equivalent to their previous position before they took leave. If an employee is working out of range when they take PLO, consistent with Article 11.4 of the parties' contract, then they may be reinstated to either the out of range position or their regular position dependent upon whether the employee's assignment in the out of range position is still necessary.


7. No Discrimination or Retaliation: Retaliation may not be taken against any employee on the basis of inquiring about, applying for, or taking paid leave.

8. Confidential File: The Agency shall maintain a separate file that will contain material relevant to an employee's medical records, documentation, or any other confidential information related to the employee's PLO request. The confidential file may not contain all of the information and records retained by the Agency's third-party provider. The documentation and all records relating to PLO requests will be kept confidential and separate from all other employee records for a period of no longer than six (6) years after their separation from the Agency. Records will not be released without the permission of the employee unless required by court order or permitted by state or federal law.

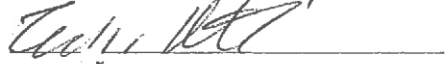
9. Scope of MOU: The provisions of this MOU are not intended to change any other provisions of the collective bargaining agreement or reduce the benefits of any employee in OSEA's bargaining unit. This MOU is also not intended to change any existing past practices of the parties other than as expressly provided by the MOU.

10. Enforcement of MOU: Any disputes about the application and interpretation of this MOU will be resolved through the parties' grievance procedure, including through binding arbitration.

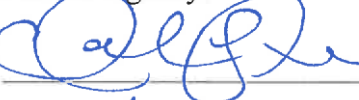
For OSEA:

  
\_\_\_\_\_  
OSEA, Chapter 600 President


Date: 7-16-2024

  
\_\_\_\_\_  
OSEA representative

For the Agency:

  
\_\_\_\_\_  
Charleen Stranch

Date: 7/3/2024

  
\_\_\_\_\_  
Executive Director

OSEA representative  
Signature Date: 7/16/2024

Memorandum of Agreement  
For  
Wages and Insurance Effective July 1, 2024  
Under the terms of the  
2023-2026 LABOR / MANAGEMENT AGREEMENT section

Head Start of Lane County (the Agency) and Oregon School Employees Association chapter 600 (OSEA) negotiated the terms for wages and insurance for the term beginning July 1, 2024 as provided in the 2023-2026 contract section 1.1. These terms are as follows.

1. The 23/24 wage scale shall be increased by the 2.35% COLA for FY 24/25 and the wage increases shall be retro back to 7/1/24. Any new OPK(State) or Office of Head Start Grant(Federal) funds that are received by the Agency that can be spent on wages for the 24/25 fiscal year will be open to bargaining. See attached Appendix A: 2024-2025 BU Wage Schedule.
2. All BU members shall have an unpaid furlough day on 8/30/24 equal to one-fifth of the employee's budgeted week. No additional furloughs shall be considered for the 24/25 program year. Program Calendars shall be adjusted to remove the spring furlough day and add one workday in its place.
3. Step increases for all eligible BU members for the 24/25 fiscal year shall retro back to 7/1/24.
4. The Agency shall pay all of the 6% medical insurance increase for the HMO for the 24/25 insurance year. The Agency employee-only medical insurance contribution in Section 12.3.2 shall be \$752.08 per month for the 24/25 insurance year. Employee contributions for the 24/25 insurance year will be \$77.69. Employees shall receive all of the Kaiser dental cost decrease for the 24/25 insurance year. There will be no change to the Agency's \$43.00 monthly contribution to the Willamette Dental plan.
  - a) The Agency agrees to make spousal medical insurance available with the full cost of the premium paid by the employee.
5. The Agency and OSEA will meet for the JLMC by October 31, 2024, to discuss Section IV of the Operational Policies & Procedures manual of the Attendance Standards & Notification Requirements, with an objective to resolve the issue by December 31, 2024.

IT IS SO AGREED this      day of October, 2024

Signed:  Date 10/10/2024  
Charleen Strauch, Head Start Executive Director for the Agency

Signed:  Date 10/15/24  
Heather Edge, Board Chair Head Start of Lane County

Signed:  Date 10/14/24  
Gabe Ortega, OSEA Field Representative

Signed:  Date 10/12/24  
Sherry Beach, OSEA Chapter 600 President