COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AFSCME LOCAL 2619
OREGON AFSCME COUNCIL 75
AFL-CIO

AND

SOUTHERN OREGON CHILD & FAMILY COUNCIL, INC.

AUGUST 1, 2016

THROUGH

JULY 31, 2019

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PREAMBLE

This Agreement is made and entered into November 2th, 2016, by and between Southern Oregon Child & Family Council, Inc. (SOCFC), hereinafter referred to as the "Agency," and the American Federation of State, County, and Municipal Employees (AFSCME), Council 75, AFL-CIO, Local 2619, hereinafter referred to as the "Union."

Southern Oregon Child & Family Council, Inc. has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its bargaining unit employees insofar as such practices and procedures are appropriate to functions and obligations of the Agency to retain the right to operate in a responsible and efficient manner.

This contract is the entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; its intent is to increase the efficiency and productivity of Agency employees; and to provide for prompt and fair settlement of grievances without any interruptions of or other interference with the operation of the Agency.

ARTICLE 1 - RECOGNITION

Negotiated: 8/1/2006
Negotiated: 9/27/2003

The Agency recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, wages, hours of employment, and other conditions of employment for regular full-time employees and regular part-time employees employed at its facilities located in Jackson and Josephine Counties, but excluding consultants, administrators, department, program coordinators, managers, confidential employees, substitutes, temporary employees, trial service employees (except as defined in ARTICLE 16), the executive director and director's team, head teachers, and supervisors as defined in the Act.

ARTICLE 2 – NO STRIKE/NO LOCKOUT

Negotiated: 11/1/2008
Negotiated: 9/27/2003

Section 1. During the term of this agreement, neither the Union nor its agents or any employee for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of the Agency. During the term of this agreement, neither the Agency nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this agreement.

Section 2. The Union and Agency agree to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 1 of this Article to return to work.

Section 3. The Agency may discharge or discipline any employee who violates Section 1 of this article,

and any employee who fails to carry out his/her responsibilities under Section 2 of this article. Agency employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which he/she is engaged in such activity.

Section 4. Nothing contained herein shall preclude the Agency from obtaining judicial restraint and damages in the event of a violation of this article.

ARTICLE 3 – NON-DISCRIMINATION

Negotiated: 8/1/2016
Negotiated: 11/1/2008
Negotiated: 9/27/2003

Section 1. Neither the Agency nor the Union shall discriminate against any employee covered by this agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, gender, mental or physical disability, sexual orientation, or any other legally protected status.

Section 2. Neither the Agency nor the Union shall interfere with the right of employees covered by this agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non- membership activity status.

Section 3. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

Section 4. The Agency and the Union do not tolerate bullying behavior. Bullying behavior is taken seriously by both Union and Management and is addressed in the Personnel Policies.

ARTICLE 4 – GENDER CLAUSE

Negotiated: 9/27/2003

Wherever the male or female is used in this agreement, it shall be construed to include both male and female employees.

ARTICLE 5 – MANAGEMENT RIGHTS

Negotiated: 8/1/2013
Negotiated: 8/1/2007
Negotiated: 9/27/2003

Except as otherwise expressly limited by the terms of this agreement, the Agency shall retain all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the Agency, or any division or part thereof. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Agency shall include the following:

1. To determine the services to be provided.

2. To determine the Agency's financial, budgetary, and accounting procedures.

3. To direct and supervise all operations, functions, and policies of the program in which the

employees in the bargaining unit are employed.

4. To close or liquidate any office, branch, operation, facility, or combination of facilities, or to relocate, reorganize, or combine the work of programs, offices, branches, operations, or facilities.

5. To manage and direct the work force, including but not limited to the right to determine the methods, processes, and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work; the right to purchase, dispose of, and assign equipment or supplies.

6. To contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency (See ARTICLE 49).

7. To determine the need for an increase in the work force.

8. To establish, revise, and implement reasonable standards for hiring, classification, promotion, quality of work, safety materials, and equipment.

9. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

10. To assign shifts, work days, hours of work, and work locations.

11. To designate and to assign all work duties.

12. To determine the need for and the qualifications of new, transferred, or promoted employees.

13. To discipline, suspend, demote, or discharge employees so long as such action does not lack just cause. Trial service employees shall be considered at will and serve at the discretion of the Agency.

14. To determine certification and/or educational qualifications for positions and the need for additional educational courses, training programs, on-the-job training and/or cross-training, and to assign employees to such duties for such periods as determined by the Agency.

ARTICLE 6 – UNION ACCESS

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Because the Union employees are an integral part of the Agency, union information will be available to all staff at the following times:

Section 1. Union representatives will be allowed to present information at the following meetings/events: New Employee Orientation and Pre-Service. Information provided may be general information only and not grievance-related announcements, etc. Management reserves the right to limit the time allotted and interrupt information being provided if it violates the provisions of the Collective Bargaining Agreement or other Agency policies or is deemed inappropriate in content (e.g. profane, inciting strike, derogatory/inflammatory comments, etc.)

Section 2. Management will provide the local president, chief steward, and council representative with the information regarding new hires in accordance with the provisions of ARTICLE 8.

Section 3. The Agency agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the Agency during work hours with advance notice to the human resources director or his/her designee. Such visitations shall be for the reasons of the administration of this agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. The Agency reserves the right to designate a meeting place or to provide a representative to accompany a union officer where operational requirements do not permit unlimited access.

Section 4. The Union agrees to provide a written list to the Agency within ten (10) working days following the election of union officers, representatives, stewards, or other Union officials.

Section 5. The chief steward or an alternate steward may conduct union business directly related to the filing and subsequent processing of an employee's grievance during working hours without loss of compensation, provided that reasonable notice is given to the human resources director or his/her designee, and such business shall occur during hours that are least disruptive to Agency operations. Duties required by the Union of its stewards, except attendance at meetings with Agency supervisory personnel and aggrieved employees concerning filed and processed grievances, shall not interfere with their or other employees' regular work assignments. Stewards shall not be entitled to overtime or payment for mileage reimbursement during performance of duties under this Article. Neither the steward nor the employee shall use the Agency's supplies or equipment for performance of these duties (exception – use which results in no additional cost to the Agency such as: local phone calls, email, conference rooms, etc.) or for travel in performance of these duties.

ARTICLE 7 – DUES CHECKOFF AND INDEMNIFICATION

Negotiated: 8/1/2016
Negotiated: 11/1/2008
Negotiated: 8/1/2007
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. Upon receipt of written authorization from an employee on a form supplied by the Union, the Agency agrees to deduct regular Union membership dues each pay period from an employee's biweekly paycheck. The aggregate deductions of all employees shall be remitted to Council 75's Salem office, together with an itemized list consisting of employee names, the last 4 digits of social security numbers, and amount of dues deducted no later than fifteen (15) days after each pay period for which deductions were made. The Union shall provide the Agency prior written notice of at least one (1) month of any change in dues or fair share amounts, and these amounts shall change when International or Council 75 changes the dues amounts/structure or when the Local votes for a change (the Local may

not change dues amounts more than once per Agency program year.)

Section 2. This section shall be known as the Fair Share Agreement. Employees who, on the effective date of this agreement, are members of the Union shall either remain members in good standing or make a payment-in-lieu of dues to the Union in accordance with applicable statutory and legal requirements. Employees who are not due-paying members of the Union shall contribute each month a payment-in-lieu of dues in an amount equal to the monthly Union dues deducted by the Agency and remitted to the Union at the times of dues remittance.

Section 3. As provided in Section 19 of the National Labor Relations Act (NLRA), any employee who is a member of a church or religious body having a bona fide tenet which prohibits association with a labor organization, or the payment of dues to it, shall pay an amount per month equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the affected employee and a representative of the Union. The Union reserves the right to inspect the written proof of the payment at any time. If such employee who holds conscientious objections pursuant to this section requests the Union to use the grievance-arbitration procedure on the employee's behalf, the Union is authorized to charge the employee for the reasonable cost of using said procedure.

Section 4. The Union shall indemnify, defend, and hold harmless the Agency and its officials, representatives, and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise), and for all reasonable legal costs that may arise out of or by reason of action taken or not taken by the Agency in complying with the provisions of this article.

ARTICLE 8 – EMPLOYMENT INFORMATION

Negotiated; 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. The Agency agrees to provide the Union information concerning all new employees, appointments, promotions, transfers, and reclassifications which affect either the classification or the personnel in the bargaining unit. The Agency shall provide to the local president, chief steward, and union representative the name, address, telephone number, classification, rate of pay, date of action, type of action, the person appointed, promoted, transferred, or reclassified. This information shall be provided within a reasonable time of the action, but not to exceed fifteen (15) working days.

Section 2. The Agency shall provide the union president, chief steward, and union office with a quarterly (November, February, May) membership list that includes: name, mailing address, work email, telephone number, job title, work site location, union start date. This report will be delivered electronically via email.

Section 3. The Agency will print the last four (4) digits only of social security numbers in all lists and /or correspondence provided to the union.

Section 4. Other Union requests for information will be sent to the human resources director, in writing (email is acceptable), who will facilitate the Agency response.

ARTICLE 9 – BULLETIN BOARDS & USE OF AGENCY EMAIL

Negotiated: 8/1/2016
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. The Agency agrees to provide an area in the staff office at centers and the break room in office buildings for the Union to post one (1) bulletin board not to exceed three (3) feet by two (2) feet in area. All cost incident to preparing and posting of Union material shall be borne by the Union.

Section 2. The Union is responsible for posting and removing material on its bulletin boards and for maintaining it in an orderly and neat fashion.

Section 3. The directors of the Agency reserve the exclusive right to remove or otherwise restrict the placement of any and all material which is deemed by the directors of the Agency to be offensive. This provision shall in no way abrogate or limit the right of the Union to post material generally recognized under law as within typical Union rights.

Section 4. The Agency shall notify the union president in writing of such action within one (1) business day.

Section 5. The Agency will allow the Local Union limited use of the Agency email system to allow better communication and sharing of information to all employees. However, in accordance with NLRB rulings the Agency maintains full property rights and authority to regulate, monitor, and restrict use of the Agency email system by the union for the conducting of union business. Local Union use of the Agency email system to broadcast information to the general membership must be approved by the human resources director or another member of the director's team prior to being sent and will be cc'd to the directors team when being sent to staff. Under no circumstances may the Agency email system be used to incite strike or contain profane, derogatory/inflammatory comments, etc.

ARTICLE 10 – EMPLOYEES

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 8/1/2010
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. A full-time employee is one who occupies a position which is staffed at thirty (30) hours or more a week for one (1) program year (This includes expansion or other new positions where normally the position exists for a whole program year). Employees filling this position shall be covered by this Contract.

Section 2. A part-time employee is one who occupies a position which is staffed less than thirty (30) hours a week for one (1) program year (This includes expansion or other new positions where normally the position exists for a whole program year). Employees filling this position shall be covered by applicable portions of this contract. They are not eligible for medical, dental, vision, life

insurance. An employee filling this position will be eligible for holiday leave, bereavement leave, and Winter/Spring Break compensation.

Section 3. A temporary employee is one who occupies a position which is staffed for up to one (1) program year.

Section 4. A substitute employee is one who temporarily fills a position in the absence of a full or part-time employee – employee absences are usually ten (10) consecutive days or less. Substitute assignments of eleven (11) consecutive days or more shall be considered a long-term substitute assignment.

Section 5. The provisions of this article shall not apply to the division of hours and/or benefits which occur as a result of a job share arranged through the provisions of ARTICLE 21.

Section 6. The provisions of this article do not apply to employees contracted with Community Partnership Work Programs including but not limited to: Jobs Plus, Experience Works, WEI, Goodwill, Living Opportunities, etc.

ARTICLE 11 – OPEN POSITIONS

Negotiated: 8/1/2013
Negotiated: 9/27/2003

Open positions are defined as positions which have no incumbent. These include new positions and positions vacant due to unpaid leave of absence of more than one (1) full calendar month*, retirement, transfer, promotion, and termination. Seasonal layoffs shall not cause a position to be considered as open.

*A full calendar month begins the first day of the month immediately following the leave start date and is from day one (1) through the last day of the month – example: January 1 to January 31.

ARTICLE 12 – TRANSFERS

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. Transfers will occur when there is an open position as defined in ARTICLE 11 or when the transfer best serves the needs of the Agency in serving the children and families. Transfer requests will be reviewed prior to determining the need to conduct interviews, advertise, etc.

Section 2. Employees who desire a transfer to a new location in their current position category shall do the following:

- Complete and return to the HR office a transfer request form;
- Have current satisfactory work performance and not be subject to disciplinary action;
- Receive good recommendations from their current supervisor and manager of their content area;

Section 3. The request for transfer shall remain on file for the entire program year. An employee can, at any time, request additional transfers to other locations or request their transfer request(s) to be removed from the file. All transfer requests will expire on June 30th each year. Once annual assignments are complete for the upcoming program year, if the employee still desires a transfer, the transfer request must be resubmitted with the most current information for continued consideration.

Section 4. Management will review an employee's transfer request and determine the employee's eligibility for transfer and review the service needs of the children and families affected by the transfer request.

If the transfer request is approved, the Agency reserves the right to delay the transfer until the beginning of a new program year in order to minimize the disruption of service to children and families.

Section 5. An employee may submit a request to transfer ("move back") to a former location at any time. Such a move, for any reason other than just cause disciplinary action(s), shall be considered a transfer with no negative consequences (See ARTICLE 14A).

Section 6. Employees will be notified of an involuntary transfer as soon as possible. If an employee is unable / unwilling to fulfill the transfer, they must contact the human resources and/or operations director within two (2) business days regarding reconsideration of the transfer. The human resources and/or operations director will respond within two (2) business days. Response time may be extended by mutual agreement between the employee and/or their union representative and Management. If an involuntary transfer cannot be changed, the employee may submit a transfer request with a notation that they were involuntarily transferred. The transfer request will remain on file in human resources, and will be considered prior to other staff members or external applicants during the annual assignment process.

ARTICLE 13 – TEMPORARY ASSIGNMENTS

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. The Agency may temporarily assign employees to a position in an equal, lower, or higher salary schedule on the same or different shift and/or work schedule and within the time limits set forth in Section 2 below.

Section 2. The time limits, if applicable, for filling a temporary vacancy are set forth in this section in terms of work days or calendar months. The time limits set forth herein may be extended by mutual agreement of the Agency and affected employee:

A. While the Agency posts and fills a position vacancy from the date of the vacancy up to the end of the current program year.

B. While the incumbent is on scheduled days off.

C. While the incumbent is utilizing sick leave, PTO, FMLA/OFLA.

D. While an incumbent is off as the result of a work-related injury or disease.

E. While the incumbent entitled to work in that position classification is on layoff or on disciplinary suspension.

F. While the incumbent is attending agency-approved training classes.

G. Up to one program year while an incumbent is on other extended leaves exceeding one (1) full calendar month such as; but not limited to: leave of absence, illness, injury, maternity or parental leave, or jury duty.

H. Up to thirty (30) work days in a program year where there is a temporary change in work load or other reasonable work-related circumstances.

Section 3. If it is necessary to maintain a temporary assignment for more than four (4) weeks in a position in which there is no incumbent, or the incumbent is on a leave of absence without benefits, the temporary employee will receive all of the benefits to which the incumbent is entitled.

The decision to provide benefits to the employee filling a temporary assignment prior to said timelines will be subject to a review based upon, but not limited to the following: the position being filled, the temporary employee's length of service with the Agency, skill and actual work assignment duties, and approval of the appropriate director and executive director; however, an employee will NOT be eligible for benefits until the 1st of the month following sixty (60) days of employment.

Section 4. If an employee works in a temporary assignment for a full shift in a position which has a higher salary scale, the employee will be paid at the first step of the higher salary scale or the step which provides a minimum of one percent (1%) increase over the employee's current wage.

Section 5. If an employee works in a temporary assignment for a full shift in a position which has a lower salary scale, the employee will be paid at their regular current wage.

Section 6. A teacher assistant/center assistant who assumes the teacher role when the regular classroom teacher is absent for more than one (1) hour of the class session will be paid in accordance with Section 4 or 5 for the time that the teacher is absent from class.

Section 7. Any full time employee past their trial service who is temporarily assigned a position during their layoff will accrue sick leave according to the sick leave accrual provisions as outlined in ARTICLE 26.

Section 8. Any trial service employee who is temporarily assigned to a position for ten (10) or more consecutive working days in their same job classification, or thirty (30) calendar days in another position, during their seasonal layoff will have those days count toward their trial service if work

performance is satisfactory.

Section 9. Employees will be notified of an involuntary temporary assignment as soon as possible. If an employee is unable/unwilling to fulfill the temporary assignment, they may contact the human r esources director and/or operations director regarding reconsideration of the transfer. Such contact must be received within two (2) business days of receiving notification of the temporary assignment. Management will respond within two (2) business days to the request for reconsideration. Response time may be extended by mutual agreement between the employee and/or their union representative and Management.

ARTICLE 14 – INTERNAL APPLICATIONS

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. Staff may submit internal applications for position category changes and promotions in the Agency at any time prior to external posting. A complete internal application will be current and have a detailed resume attached.

Section 2. When an open position exists, internal applications will be reviewed to determine if the applicant meets the following criteria:
(1) Meets the required qualifications listed in the job description;
(2) Has a satisfactory performance appraisal;
(3) Has no significant reprimand or disciplinary action for the past two (2) years (oral reprimands will not keep an employee from qualifying for internal opportunities).

If all of these conditions are met, the applicant will be invited to interview for the position. Applicants for internal promotions will receive selection preference over out-of-house applicants for all internal promotion opportunities when all qualifications are equal in the areas including, but not limited to: education, experience, references, interview ranking, team dynamics and Agency service needs.

Section 3. Employees who submit an application after the announcement closing date or the interview schedule has been made will be treated as part of the general out-of-house population for job interview consideration.

Section 4. Those employees who refuse an interview, do not receive an offer, or refuse an offer of the new position or promotion will remain on file for future consideration, unless the employee requests that it be removed. Internal applications will expire on September 30th each year. If an employee is still interested in a position change or promotion, they may resubmit an internal application with the most current information and updated resume.

Section 5. Positions on lateral salary schedules will result in the employee being placed on the same step and wage for the new position.

Section 6. Promoted employees will be placed on the salary scale of the new position at the lowest step on the salary scale that results in at least a three percent (3%) base wage increase (not including pay differentials).

Section 7. Employees moving to a new position category or receiving a promotion within the bargaining unit shall serve a promotional trial service period of 90 days during which they will be covered by the CBA. An employee who accepts a promotion/new position which is not successful for any reason other than just cause disciplinary action(s) shall be returned to a position equivalent to their former position without loss of seniority as soon a position is available, and return to their prior rate of pay (worksite and schedule is not guaranteed). A return to the former position may be requested by either the employee or the Agency during the trial service period without negative consequences.

Section 8. The Agency reserves the right to delay a promotion until the beginning of a new program year in order to minimize the disruption of service to children and families. All employees subject to a delayed promotion will be notified in writing (COA) with their new position, start date, and salary.

ARTICLE 14A – DEMOTIONS

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2007

Section 1. A demotion is defined as a move to a position on a lower salary scale, or to a position which results in a loss of benefits, or a reduction by one-third (1/3) or more of the employee's budgeted weekly hours, as a result of disciplinary action. An employee may be demoted if the Agency determines the employee is better suited to the position.

Section 2. Staff may submit an internal application request to move to a position on a lower salary scale at any time in accordance with ARTICLE 14. However the staff member must be qualified for the position as determined by the Agency. Work site and/or shift are not guaranteed.

Section 3. An employee has the right to decline an involuntary assignment/demotion to a position on a lower salary scale, but declining said assignment/demotion could jeopardize the employee's continued employment with the Agency.

Section 4. Demoted employees will be placed on the appropriate salary scale for the new position at the same step they would have been at if they had not been promoted OR if the employee has not held a prior position in the Agency, on the same step they had on the higher salary scale, reflecting any step increases or further qualifications such as additional certifications or education received in the interim.

Section 5. Demoted employees shall receive an interim performance review after 90 days in the new position. An unsatisfactory interim performance review may result in corrective action up to and including termination.

Section 6. A demotion will not prohibit an employee from applying for promotion opportunities at a future time. However, an employee who has been demoted will usually not be considered for a promotion within the same program year.

Section 7. A request to "move back" to a former position obtained through the promotion process as outlined in ARTICLE 14-Section 5 will not be considered a demotion, but will be considered a transfer and wages will be determined in accordance with ARTICLE 14.

Section 8. The Agency reserves the right to delay a demotion until the beginning of a new program year, if determined to be appropriate, in order to minimize the disruption of services to children and families. All employees subject to a delayed demotion will be notified in writing within fifteen (15) business days of the decision with an effective date included.

ARTICLE 15 – NEWLY CREATED POSITIONS/RECLASSIFICATIONS

Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. When a new job classification is established, or an existing one is significantly changed, the Agency will submit a description in writing and a proposed wage assignment to the Union Office and Union President and Chief Steward within ten (10) days. The proposed rate of pay shall be based on the Oregon Head Start Salary Study and other appropriate nonprofit wage rates. All other changes to job descriptions will be highlighted and sent to the Union as completed.

Section 2. The Agency reserves the right to fill any new position on a temporary basis.

Section 3. Any unresolved difference of opinion between the parties in regard to wages will not be grievable.

Section 4. The Agency reserves the right to delay the pay rate changes to November 1st of the next fiscal year to allow for budget planning. In some situations, the pay rate may also need to be included in any fiscal proposals offered by the Agency to the bargaining unit during the time prescribed by ARTICLE 43. Any delays will be explained, in writing, to the affected employee(s) and the union president and chief steward.

Section 5. If an employee is moved to a higher salary level due to a position reclassification which represents a promotion, they will be placed at the step which provides a minimum of three percent (3%) increase.

ARTICLE 16 – TRIAL SERVICE

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2007
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. Newly hired employees shall serve a trial service period of 120 days (excluding Winter and Spring Break). This service shall be considered "at will." A trial service employee may be dismissed at any time for any reason, with or without notice, during or at the end of the 120 day trial

service period. If a newly hired employee is hired with less than 120 days of employment before their seasonal layoff period, the balance of the trial service period will resume and be satisfied if and when the employee returns to work.

Section 1A. Trial service employees will become bargaining unit members and have access to Union Plus benefits immediately after hire. Trial service employees will remain "at will" and have no grievance rights during their trial service. Dues deductions begin the first pay check following thirty (30) days of employment. Trial service may be extended an additional 120 days with implementation of a work plan.

Section 2. During the trial service period, employees will be eligible for benefits based upon their full-time or part-time classification (per ARTICLE 10) as follows:

- Medical, dental, vision, life insurance: Full time employees are eligible in accordance with ARTICLE 46;
- PTO: Full time employees are eligible after the completion of 120 days of service (accrual starts on first day of employment);
- Sick leave: All employees are eligible to use sick leave beginning on the 91st calendar day of employment and may use sick leave as it is accrued;
- Seniority: Full time and Part time employees are eligible immediately;
- Holidays: Full time and Part time employees are eligible immediately;
- Bereavement: Full time and Part time employees are eligible immediately;
- Winter/Spring Break compensation: Full time and Part time employees are eligible immediately

Section 3. Employees will become regular employees upon successful completion of their trial service and the receipt of a satisfactory trial service performance evaluation, and shall have all rights in accordance with this contract. Full time employees (as defined by ARTICLE 10) shall be credited with PTO and sick leave hours from the date of hire. Hours credited from the trial service period will not be paid retroactively.

Section 4. Newly hired employees will start at the first step of the salary scale, unless prior authorization and approval by the executive director and the appropriate director recommends and/or permits placement on the scale that is higher than the first step due to education, experience, or other key employment factors that influence the hire decision.

Section 5. Employees rehired to the same position within one (1) program year of their last date of employment with the Agency shall serve a ninety (90) day trial service period and will be eligible for benefits as outlined in Section 2. Employees rehired to full time positions (as defined by ARTICLE 10) shall be credited with PTO and sick leave hours from the date of rehire. Hours credited during the trial service period will not be paid retroactively.

Section 6. Seasonally laid off or temporarily assigned employees who are recalled to work ten (10) or more consecutive days, or a total of thirty (30) working days or more in the same position shall have said days count toward their 120 day trial service.

ARTICLE 17 – ANNUAL ASSIGNMENTS

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. Both parties recognize that assignment of employees is an important function in building a successful program. Management will make annual assignments that, first, best serve children and families and secondly, best serve staff requests.

Section 2. Management will consider employee needs when making annual assignments and take in to account the distance from the employee's current work assignment and their homes and also the employee's child care needs. Employees will be provided an annual assignment request form and after completion, return it to the Agency for any position/location or not to be reassigned in the job classification which they currently hold, and these employees will be considered first for annual assignment placement.

Section 3. Annual assignments are effective immediately upon placement by Management. Written verification of annual assignment placements will be delivered via email and U.S.P.S. within three (3) business days of completion by Management.

Section 4. Management will only make involuntary annual assignment changes for legitimate business reasons. These may include, but are not limited to: experience factors, language skill factors, employee requests, team needs, and service needs at a specific work location. Any employee involuntarily assigned to a different location than requested shall be notified in writing of the Agency's rationale in making the assignment change.

Section 5. If the employee is unable/unwilling to fulfill their annual assignment they may notify (verbally or in writing) the operations and/or human resources directors regarding reconsideration of their placement. Such a request will detail the employee's reasons for being unable/unwilling to accept the annual assignment and must be submitted as soon as possible, but no later than the date specified in the placement notification. Management will respond in like manner (in writing) within one (1) calendar week to the concerns outlined and the request for reconsideration. Response time may be extended by mutual agreement between the employee and/or their union representative and Management. If the annual assignment is not changed, employees may fill out a transfer request form in accordance with ARTICLE 12.

ARTICLE 18 – SENIORITY

Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 9/27/2003

Section 1. Seniority shall, for the purpose of this agreement, be defined as an employee's length of continuous full time or part time service since his/her last date of hire, less any adjustments due to approved leaves of absence without pay or other breaks in service, including strike or other forms of work stoppage. Trial service employees shall have no seniority rights.

Section 2. Where qualifications and ability to perform the required work are, among the employees concerned, equal, seniority as defined in Section 1 shall govern. Management reserves the right to determine the qualifications and abilities of employees to best serve children and families. In all applications of seniority under this agreement, the ability of the employee shall mean the qualifications and ability of an employee to perform the essential functions of the position. Qualifications and abilities shall be determined by the job description for each position under "Education, Certification/Accreditation, Experience, Essential Skills, Essential Mental Abilities, and Essential Physical Requirements". Seniority shall apply to: transfers to open positions, promotions, layoff, and recall. In situations where seniority is equal, the senior will be determined by the drawing of lots. Granting of leave shall be based upon seniority subject to the operating needs of the Agency. Bargaining unit seniority shall not continue to accrue for any bargaining unit member who is promoted to a non-bargaining unit position. However, neither shall such a promotion vacate any such seniority.

Section 3. Seniority and/or the employment relationship shall be terminated when an employee does one of the following:

A. Quits;
B. Is discharged for just cause;
C. Fails to report to work as scheduled or return phone calls as requested/directed within three (3) consecutive working days without any other form of contact being made with the Agency. An extension of time may be granted if the employee failed to report to work or return calls for extraordinary reasons. Such extensions are at the sole discretion of the Agency;
D. Is laid off and fails to report for work within three (3) working days after being recalled; an extension of time may be granted if the employee could not report to work for extraordinary reasons. Such extensions are at the discretion of the Agency;
E. Is on an approved leave of absence for more than one (1) full calendar month;
F. Does not report for work after the termination of an authorized leave of absence. An extension of time may be granted if the employee could not report for work for extraordinary reasons. Such extensions are at the discretion of the Agency;
G. Is laid off for a period in excess of one (1) program year;
H. Retires or returns to work for the Agency post-retirement;
I. Misrepresents the facts on his/her employment application and such misrepresentation is material to his/her employment;
J. Gives a false reason for obtaining a leave of absence, or does not present proof of necessity within ten (10) working days when requested by the Agency.

Section 4. Seniority is suspended (frozen) when an employee is on an approved leave for more than one (1) full calendar month (a full calendar month begins the first day of the month immediately following the leave start date and is from day 1 through the last day of the month – ex: January 1 through January 31).

Section 5. The Agency shall be responsible for maintaining seniority records for all employees in the bargaining unit. The Union may request a current Seniority list of all bargaining unit members at any time from the human resources director. The list will be provided within three (3) working days to the

union president, chief steward, and/or union representative. The list will also be provided to the aforementioned prior to reduction in force actions.

ARTICLE 19 – LAYOFF AND RECALL

Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. The Agency, at its discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for change in program direction, lack of work, and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

A. Temporary employees;

B. Trial service employees based upon their date of hire; and

C. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their qualifications and abilities to perform the essential functions of their current positions. Qualifications and abilities shall be determined by the job description for each position subject to layoff under "Education, Certification/Accreditation, Experience, Essential Skills, Essential Mental Abilities, and Essential Physical Requirements". Management reserves the right to determine qualifications and abilities of employees to best serve children and families. Where qualifications and ability to perform the essential functions of a position are, among the employees concerned, equal, seniority as defined in ARTICLE 18 shall govern.

Section 2. Employees who are laid off shall be placed on a recall list for a period of one (1) program year. If a position in the job classification from which the employee was laid off becomes available, employees from that job classification who are still on the recall list shall be recalled and offered the available position in the inverse order of their layoff, provided they are presently qualified to perform the work in the position to which they are recalled, as the position is described in the current job description.

Employees shall normally be recalled to the classification from which they were laid off, should such a classification continue to exist within the Agency. However, the Agency reserves the right to offer a position in a different classification if the employee is qualified to perform the work in the job classification being offered, and there is no position available within the employee's last job classification held prior to layoff.

Section 3. If an employee is recalled to a position in a lower-rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. The Agency shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification, and are willing to be recalled to said classification.

Section 4. Employees who are eligible for recall shall be given immediate notice of recall, by phone and notice of recall shall be sent to the employee by first-class mail, with electronic notification to the Union. The employee must notify human resources of his/her intention to return as quickly as possible, but no later than seven (7) calendar days from the date the recall notice is postmarked. The Agency shall have fulfilled its obligations by calling the phone number and mailing the recall notice to the information provided by the employee. It is the obligation and responsibility of the employee to provide human resources the most current and accurate contact information.

Section 5. Employees involuntarily assigned to a position which results in a reduction in hours and/or loss of benefits will be notified as soon as possible of such position placement and will receive no less than thirty (30) days notice of termination of benefits. Affected employees are eligible for recall in accordance with the provisions of this article, to a position with increased hours and/or reinstatement of benefits provided they are presently qualified to perform the essential functions of the position, as it is described in the current job description.

ARTICLE 19A – SEASONAL LAYOFF/RECALL

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. The Agency staff is subject to seasonal layoff and recall each program year. Length of seasonal layoff for each employee varies according to their position and the needs of the Agency in offering services to the children enrolled in the program. Those on seasonal layoff may be eligible for unemployment benefits and may open their claim with the Oregon Employment Department.

NOTE: The Agency does not determine an employee's eligibility for unemployment benefits. The awarding of benefits is determined solely by the State of Oregon Employment Department according to its rules, regulations, and guidelines. Employees are encouraged to contact the HR director and/or their union representative if there are questions or concerns regarding their claim.

Section 2. The Agency does not guarantee layoff time and every employee is subject to recall to work or to have their annual work weeks (COA) extended to meet the needs of the children and families requiring services. The State of Oregon Employment Department requires the Agency to offer any work opportunities to those employees receiving unemployment benefits and for those employees to accept work offered, whenever possible during the seasonal layoff period.

Section 3. If an employee refuses a recall to work, the employee's refusal will be reported to the State of Oregon Employment Department. The State of Oregon Employment Department will then determine if the employee is eligible for benefits according to its rules, regulations, and guidelines.

Section 4. Failure to contact the Agency will also result in forfeiture of the right to recall for work in the new program year. Failure to contact the Agency shall be established after three (3) full business

days of no call returned. An extension of time may be granted if the employee could not report for work for extraordinary reason. Such extensions are at the sole discretion of the Agency. The employee is personally responsible to ensure that human resources has their most current contact information.

Section 5. Because of limited work opportunities during the seasonal layoff period(s), those employees who express a "need to work" will be recalled first. However, if the Agency is unable to fill all work requests from those who "need to work," then those employees on seasonal layoff who are qualified to fill the required positions will be contacted and are required to report to work as assigned.

Section 6. The Agency will continue to provide health and welfare benefits to those employees who are on seasonal layoff. However, if it is determined that an employee has failed to contact the Agency (as defined in Section 4) then benefits will end on the last day of the current month and any premium overpayments will be calculated and reimbursed.

Section 7. At the start of the new program year, employees shall return to regularly scheduled work on the date listed on the recall notice. Employees shall be recalled to the classification from which they were laid off, should such classification continue to exist within the Agency, and as assigned through the annual assignment process (see ARTICLE 17). The recall notice shall be sent by email and first-class mail to the last known address of the employee. The employee is personally responsible to ensure that human resources has their most current contact information.

Section 8. If an employee should fail to return to work after a seasonal layoff, the Agency may recover all health and welfare benefits premium payments made for the employee during the seasonal layoff period, except when the failure to return is due to a serious health condition of the employee or the employee's family members that ordinarily would qualify for Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA) benefit, and/or when the failure to return is due to circumstances beyond the employee's control. (The Agency will use the federal guidelines as defined under FMLA to define serious health condition or circumstances beyond the employee's control.) The Agency will not seek to recover health and welfare benefit premiums if an employee gives notice that they will not be returning for the new program year or returning to work and provides at least two (2) weeks notice.

Section 9. The Agency will notify the State of Oregon Employment Department if an employee on seasonal layoff fails to accept a position and return to work in accordance with State of Oregon Employment Department rules, regulations, and guidelines.

ARTICLE 20 – PERSONNEL FILES/RECORDS

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. The Agency shall keep a personnel file/record for each employee. These will be

maintained in human resources and /or the human resources information system (HRIS).

Section 2. Employee files/records are confidential and will be treated as such in accordance with federal and state law. Access to personnel records shall be limited to the following:

A. Authorized employees of human resources;

B. Executive director or authorized management designee;

C. Employee or persons authorized in writing by the employee.

Section 3. Upon written request, an employee or employee's union representative with written authorization may inspect his/her personnel file/record(s) subject to the following:

A. Employees may request an appointment in writing with human resources to review their file. The appointment will occur when mutually agreed upon by both parties, but no longer than three (3) working days from when the written request was received by human resources. File review will be conducted during normal business hours of human resources.

B. An employee may have a union representative present during inspection of the employee's files.

C. Copies of materials in an employee's personnel file shall be provided to the employee upon written request. The Agency shall bear the cost of such copies.

D. Pre-employment information (e.g. reference checks and responses) or information provided to the Agency with specific request that it remain confidential shall not be subject to inspection or copying.

Section 4. Employees shall be provided with a copy of an oral or written reprimand or work improvement plan or performance appraisals or performance goals that are to be placed in their personnel file or maintained in the HRIS. Employees shall acknowledge receipt by initialing or signing the said document. Initialing or signing does not indicate agreement with the veracity of its content.

Section 5. If an employee disputes the accuracy or completeness of any information to be part of the official personnel records, he/she shall submit a statement of rebuttal or explanation within ten (10) working days, which will be attached to the document or information in dispute. Letters of commendation, certification, etc., may be submitted for inclusion in the employee's personnel record.

Section 6. An employee may have disciplinary documentation removed from their personnel file two (2) years from the time of its occurrence upon written request to the human resources director, provided the employee has no other significant (written warning, suspension, or work improvement plan) or related disciplinary action during that time period.

All investigation notes & materials created by the Agency will be filed in the human resources director's office upon completion of the investigation. All documents created by the Agency prepared/stored on computers (other than HR) will be deleted upon conclusion/dismissal of a personnel action.

Section 7. This provision shall in no way prohibit the Agency from complying with funding source requirements.

ARTICLE 21 – JOB SHARING

Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Job sharing is the sharing of one position with a single benefits package by two (2) employees. Job sharing may be permitted after review by the management that sharing a job will not result in a loss of service or service quality, or an increase in supervisory or administrative duties in support of the job share. If a request is denied, the explanation will be given to the employee in writing.

If a job share is approved, the benefits package will be prorated between the job share participants. The benefits package will include all benefits for which a single incumbent would regularly be eligible under the provisions of the CBA and/or Agency Personnel Policies. Each participant will be responsible to pay the prorated remainder of any premiums in order to participate in the benefits programs which require premium payments (medical, dental, vision, life, etc.)

ARTICLE 22 – HOURS OF WORK AND OVERTIME

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 8/1/2007
Negotiated: 9/27/2003

Section 1. The normal work week shall consist of no more than forty (40) hours per week, and such additional time may, from time to time, be required in the judgment of the Agency to serve its clients. The normal work week shall begin on Saturday, 12:00 a.m. and end on Friday, 11:59 p.m.

This Article is intended to define the normal hours of work, and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Prior approval for work in addition to an employee's budgeted and regularly scheduled work hours shall be required except in an emergency. In cases of emergency, the employee must notify his/her supervisor as soon as possible, but no later than the next business day of such additional hours.

Section 2. Employees covered by this agreement shall be paid 1½ times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a work week.

Section 3. If an employee is called into work, but Agency needs change and the employee is released prior to the end of the expected shift, the employee will receive a minimum of two (2) hours pay if the hours worked are less than the assigned or expected shift hours. The two (2) hours pay will not

apply to scheduled work assignments of less than two (2) hours, calamity events, or shifts shortened at the request of the employee, etc.

Section 4. Employees are to work their assigned work schedule. Any change to an employee's work schedule requires the approval of the work site supervisor (or a director if the work site supervisor is not available).

Section 5. No employee will take work home to complete on their own time. Any employee who works off the clock, and the supervisor who knowingly allows, or encourages, a bargaining unit employee to work off the clock, will be reported to Management. Any bargaining unit employee performing work off the clock may, after the completion of an investigation, be subject to progressive discipline, in accordance with ARTICLE 40.

Section 6. With prior written approval, staff may flex their schedules in order to avoid absences that would disrupt the classroom and center.

ARTICLE 23 – WORK RULES

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 9/27/2003

Section 1. The Agency may prepare, issue, and enforce rules and safety regulations necessary for safe, orderly, and efficient operations.

Section 2. New rules will be delivered electronically and by USPS or interoffice mail to the local union president, chief steward, and union office, and posted by the Agency at each appropriate work site ten (10) working days prior to implementation.

Section 3. New Work Rules will be reviewed by the Labor Management Committee. Proposal or recommendations for modification of Work Rules and/or proposals or recommendations for new Work Rules may be made by the LMC in accordance with the provisions of ARTICLE 24 at any time.

Section 4. A copy of the Union Contract, Work Rules, LMC Meeting Dates, Minutes, and Personnel Policy will be kept in a location accessible to all staff at every center and main office, and will be provided by the Union and updated as needed by the Union Representative.

ARTICLE 24 – LABOR AND MANAGEMENT COMMMITTEE

Negotiated: 8/1/2013
Negotiated: 11/1/2008
Side Letter: 2/23/2004
Negotiated: 9/27/2003

Section 1. To help promote a mutually constructive and cooperative relationship, the Union and Management agree to establish a Labor and Management Committee. The committee shall have the following specific objectives:

A. To foster communication between the Agency and the Union.

B. To allow for free expression of ideas and open discussion regarding work-related issues of mutual concern.

C. To work and build consensus for joint problem solving and planning.

D. To make recommendations and proposals to management.

E. To propose and review new work rules.

F. To serve as a forum to discuss, propose, and problem solve policy and model changes affecting members of the bargaining unit.

Section 2. The Committee shall not engage in collective bargaining and has no authority to modify the terms of the agreement between the Agency and the Union. Disputes over alleged contract violations shall be pursued through the procedures in ARTICLE 41. Committee recommendations will be forwarded to the appropriate Management staff for consideration. Actions or decisions made by Management will be reported to the committee. Committee members must recognize that their recommendations are not binding.

Section 3. The Union and the Agency shall each be permitted four (4) members and one (1) alternate on the committee. The union president, Union representative and director of human resources, or their designees, may be present at any meeting. The Union and the Agency will each designate one (1) member to serve as co-chair. Length of term for members of the committee will be established by the team. Each committee member shall be given up to two (2) additional paid hours per committee meeting held, with a maximum of four (4) additional hours per month, but may not work more than forty (40) hours per week. No committee members shall receive approval to work over forty (40) hours per week. There will be no reimbursement for related expenses.

Section 4. The committee membership for the following program years shall be established by the end of the current program year or no later than October 1 of the new program year. Members will participate in training by the Federal Mediation and Conciliation Service, or other trainings as selected by the committee scheduled during the month of July or August and meet monthly from September through May or as the Union and the Agency mutually agree. Members may attend meetings during regular business hours after providing reasonable notification to their supervisors. Meetings will usually be held on the Agency property, unless the committee agrees to other accommodations. Co-chairs will determine how meetings will be chaired with the approval of the LMC as a group.

Section 5. Topics for discussion must be submitted to the co-chairs for the next meeting in order to be included on the agenda. Topics must include a brief description of the item to be discussed and time needed. The agenda will be sent to all members prior to the committee meeting. Emergent items may be included by mutual consent of the co-chairs and/or the LMC as a group.

Section 6. Minutes will be taken at each committee meeting. The co-chairs will mutually determine how minutes are to be taken with the approval of the LMC as a group. A draft of the minutes will be sent to each co-chair for review and revision. After revisions submitted by the co-chairs are made to the minutes, they will be distributed to all committee members.

Section 7. Decisions will be made by consensus. A member will be recognized by the chair before speaking. The chair shall recognize a motion from either the Union or the Agency members to table a topic. Topics may be tabled that require further study. Each topic will be discussed fully before proceeding to another topic. A topic may be canceled or held-over to the next meeting agenda by consensus of the members. When a topic is canceled, it shall revert to its proper place in the Labor and Management relationship, i.e., grievance procedure, negotiations. A mediator from the Federal Mediation and Conciliation Service may be requested by either the Union or the Agency to facilitate any meeting.

Section 8. Co-chairs of the Committee shall be present at directors meetings to submit written and oral committee consensus recommendations and proposals to the directors. Such recommendations shall be placed on the directors' agenda within two (2) meetings of receipt by the executive director.

ARTICLE 25 – HOLIDAY LEAVE

Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. All full-time and part-time employees will be paid for the given list of holidays when the holiday falls during the employee's assigned working days in a program year (Christmas Day & New Year's Day will be handled in accordance with ARTICLE 28). Holiday pay will be based on the employee's normal working hours for that given day; if the employee is not regularly scheduled to work the given day, no holiday pay will be granted. Except as approved by the appropriate Director, no employee's hours may exceed forty (40) or result in overtime pay due to a holiday.

Section 2. If a holiday falls on a Saturday, the preceding Friday shall be observed; if a holiday falls on a Sunday, the succeeding Monday shall be observed.

Section 3. Employees may not work on a designated holiday without prior written approval from the employee's supervisor. If an employee is called into work they will be paid their regular rate of pay and granted one (1) hour of administrative leave** (on a date mutually agreed upon with the worksite supervisor) for each hour worked on the holiday. The remaining regularly scheduled hours of the holiday (if any) will be paid as holiday pay (Example: regularly scheduled work hours is 8 hours and employee is called in to work for 3 hours; employee will be paid 3 hours of work time + 5 hours of holiday pay and granted 3 hours of administrative leave on some future date.)

Section 4. The following days shall be recognized as holidays under this agreement:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Day After Thanksgiving Day
President's Day	Veteran's Day	Christmas Day
Memorial Day		

**Administrative leave is defined as arranged time off with pay granted at the discretion of the work site supervisor (or his/her designee) that is NOT covered by any other time off policies or procedures.

ARTICLE 26 – SICK LEAVE

Negotiated: 8/1/2016
Negotiated; 11/1/2008
Negotiated: 8/1/2007
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. All employees shall be eligible for paid sick leave and are eligible to use sick leave beginning on the 91st calendar day of employment and may use sick leave as it is accrued. All employees may use sick leave only for his/her own illness, the illness of the employee's minor child(ren), or for the serious illness of persons living in the employee's household. Sick leave is provided to cover illness and medical appointments. It may not be used for any other purpose except as outlined under the provisions of ARTICLE 27-Section 4 and/or ARTICLE 35-Section 2 and/or ARTICLE 37-Section 2a.

Section 2. All employees accrue sick leave each pay period worked. Sick leave is prorated based on the number of hours paid per week as determined by the employee's time sheet for each pay period. Sick leave shall not accumulate at more than four (4) hours per pay period. Sick leave is cumulative to 480 hours.

Section 3. An employee must call in before their shift to report illness as early as possible, but no later than one (1) hour before their scheduled work time. Failure to notify his/her supervisor in advance may result in discipline up to and including termination. Should an employee be unable to provide notice prior to the scheduled work time due to an emergency, the employee must notify his/her supervisor as soon as possible, but no more than twenty-four (24) hours after the employee's scheduled work time.

Section 4. A statement by a physician may be required by the employee's supervisor and Human Resources whenever sick leave is requested for three (3) or more consecutive work days. If an absence is for a sick child the provisions of the Oregon Family Leave Act will apply. If the Agency has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to an illness for the employee or for the serious illness of persons living in the employee's household.

Section 5. If an employee does not request leave under the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA), and the employee is out on a qualifying event, the

Agency may assign the employee to FMLA and/or OFLA. Human resources will notify the employee that the employee's leave is being counted toward FMLA and/or OFLA within the guidelines of the law. An employee's accrued sick leave must be used while on FMLA and/or OFLA.

Section 6. The employee will not be compensated for any unused accrued sick leave upon resignation or termination.

Section 7. All non-emergency medical/dental appointments must be scheduled at a time that will cause the least amount of disruption to services at the work site. Employees working less than forty (40) hours per week are expected to schedule appointments outside of work hours whenever possible. Work site supervisors retain the authority to decline time off for non-emergency medical/dental appointments if services will be adversely affected.

Section 8. Serious illness will be defined in accordance with the guidelines issued by federal and state offices and used in the administration of FMLA and OFLA benefits.

Section 9. If an employee has exhausted all sick leave, he/she must use PTO and/or administrative leave (if available) prior to receiving any time off without pay.

ARTICLE 26A – EMPLOYEE ILLNESS AND INJURY PREVENTION

Negotiated: 8/1/2013
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. The Agency will provide insurance for all employees in case of work-related injuries in accordance with state law and the practices and procedures outlined in the Policies & Procedures section "Workers Compensation."

Section 2. To insure that the work environment is as safe and injury-free as possible, all employees of the Agency will be instructed in and receive ongoing training in workplace health, safety policies and procedures, and best practices.

Section 3. Employees will not be discriminated or retaliated against in any manner because the employee has instituted a safety-related proceeding, has testified in that type of proceeding, or has otherwise exercised any right provided by law.

Section 4. Violations of Agency safety rules, regulations, or policies and procedures regarding Workers Compensation injuries and claims may result in disciplinary action up to and including termination. Such violations may include, but are not limited to:

- Failure to report a work-place accident or near misses and complete/submit required paperwork to HR and the employee safety manager within 24 hours;
- Failing to use required personal protective equipment (PPE);
- Engaging in improper body mechanics (e.g. improper lifting, failing to use step stools/ladders appropriately);
- Failing to properly maintain a safe work environment (e.g. failing to use wet floor signage,

creating tripping hazards, failing to report and/or rectify safety concerns/hazards;
- Endangerment of clients, self, and staff of any type;
- Fraudulent reporting of work-related injury claim(s) or statements related to such claims;
- Improper use of agency equipment or hazardous agents (i.e., cleaning solutions, electricity, hot water, etc.);
- Horseplay that results in a work-related injury

ARTICLE 27 – PAID TIME OFF (PTO)

Negotiated: 8/1/2016
Negotiated: 11/1/2008
Negotiated: 8/1/2007
Negotiated: 8/1/2006
Replacing ARTICLE 28 – Negotiated: 6/2/2005
Replacing ARTICLE 27 – Negotiated: 9/27/2003

Section 1. During the term of this agreement, full-time employees may accrue paid time off (PTO) based upon the combination of years of continuous service and assigned weeks per their COA with any fraction of a week rounded up to the next whole number. PTO shall accrue and be granted as follows:

0 to 5th year of continuous full-time employment:

Weeks Per Year	
0-52 weeks	2 days

6th to 10th year of continuous full-time employment:

Weeks Per Year	
0-44 weeks	2 days
45-47 weeks	3 days
48 weeks	4 days
49+ weeks	5 days

11th+ years of continuous full-time employment:

Weeks Per Year	
0-41 weeks	2 days
42-44 weeks	3 days
45-47 weeks	5 days
48-50 weeks	6 days
51+ weeks	7 days

Section 2. PTO is prorated based on a full-time employee's weekly hours and number of weeks budgeted for their position in the current program year. PTO for newly hired staff will be prorated based upon the weekly hours and number of weeks budgeted for their position and remaining in the current program year.

Section 3. Full-time employees who earn PTO may request use of said leave by submitting their leave request in the electronic time and attendance system at least one week prior to taking PTO. The work

site supervisor must respond in the electronic time and attendance system by the end of the second business day after receiving the request. Emergency situations will be handled on a case-by-case basis.

Section 4. The equivalent of one (1) day of sick leave may be converted to PTO if the employee has a minimum of one (1) week sick leave accrued balance. This benefit is limited to one (1) day per program year. The equivalent of one (1) day sick leave may be converted to PTO for a non-work related subpoena. This benefit is limited to one (1) day per program year.

Section 5. PTO may be used in fifteen (15) minute increments and may be used at any time during the employee's assigned working days in a program year with the site supervisor's approval. In addition, PTO and or converted PTO from sick leave may be used during Winter and/or Spring Break for any unpaid day(s) during the breaks.

Section 6. PTO may be denied if services will be negatively impacted if the PTO is granted (e.g. number of absences for employee during the year, no coverage/sub available, inadequate staff coverage, or inadequate adult/child ratio, etc.)

Section 7. Full-time employees do not accrue PTO while on a leave without pay greater than one (1) full calendar month for each occurrence and/or while on approved family medical leave of one (1) full calendar month or greater in accordance with the applicable provisions of the CBA (a full calendar month begins the first day of the month immediately following the leave start date and is from day 1 through the last day of the month – ex; January 1 to January 31). Any PTO accrual balance will be pro-rated and paid-out if the leave is more than one (1) full calendar month.

Section 8. PTO will carry over to the next program year, however, the carryover PTO balance may not exceed the equivalent of 1 week's total regularly assigned hours (5 days). Full-time employees that may have unused PTO from the program year in excess of 1 week's total regularly assigned hours will be compensated for such time within 30 days of the last working day of the program year.

Section 9. Employees must use all available PTO to cover any absence prior to receiving leave without pay.

Section 10. If a full-time employee who resigns or is terminated has unused PTO, the balance will be prorated in accordance with Sections 2 & 4 and paid for such leave in their final paycheck.

ARTICLE 28 – WINTER/SPRING BREAK COMPENSATION

Negotiated: 11/1/2008
Negotiated: 8/1/2007
Negotiated: 8/1/2006
Replacing ARTICLE 28 – Negotiated: 6/2/2005
Replacing ARTICLE 27 – Negotiated: 9/27/2003

Section 1. Winter and Spring Break days are scheduled by the Agency for all staff. All services are closed during the breaks and no staff should be working without the express permission of their work site supervisor and the appropriate director.

Staff will be paid for Winter and Spring Breaks, based upon their years of continuous employment with the Agency and the budgeted weeks of their position for the current program year regardless of the number of days services are closed:

# of Years	# of Weeks per Program Year	Days Paid/Unpaid 1 day = Scheduled # of hours per week divided by 5
0-5 years	Up to 47 weeks per year	Winter Break = 7 days paid Spring Break = 4 days paid
	48+ weeks per year	Winter Break = 8 days paid Spring Break = 4 days paid
6th to 10th year	Up to 36 weeks per year	Winter Break = 8 days paid Spring Break = 4 days paid
	37 to 52 weeks per year	Winter Break = 8 days paid Spring Break = 5 days paid
11th year and ongoing	Up to 35 weeks per year	Winter Break = 8 days paid Spring Break = 4 days paid
	36 to 52 weeks per year	Winter Break = 8 days paid Spring Break = 5 days paid

Section 2. Winter and Spring Break compensation is not adjustable between breaks and does not carryover from program year to program year.

Section 3. Winter or Spring Break compensation will be paid if the employee has given at least thirty (30) calendar days' notice of their intent to resign and not return to work following the break. Any exceptions will require the approval of the appropriate director and executive director.

Section 4. Winter or Spring Break compensation will be paid during approved FMLA/OFLA leaves; approved FMLA/OFLA leaves requires completed and approved paperwork and will be paid as indicated above.

Section 5. If an employee is off work due to a Workers Compensation injury, the Agency will pay Winter and/or Spring Break Compensation and the employee may not collect Workers Compensation lost wages for that time period. Winter and/or Spring Break compensation will be paid for employees on a temporary alternative duty assignment due to a work-related injury.

Section 6. Holidays that are part of the Winter or Spring Break time period will be paid according to the regularly scheduled hours budgeted for the employee's position for the current program year at a daily rate equal to one-fifth (1/5) of the weekly hours. Under no circumstances should the employee receive pay for more than the regular weekly hours as defined by the budgeted hours per week for the employee's current position unless approved by the appropriate director. In many instances the total compensation will be one to two (1-2) days less than the total number of days that the Agency is closed.

ARTICLE 29 – JURY DUTY AND WITNESS SUBPOENA

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 9/27/2003

Section 1. Employees summoned to jury duty or subpoenaed as a witness for either a work-related or personal matter during the employee's regularly scheduled working hours shall provide a copy to the employee's immediate supervisor and the fiscal department as soon as the employee is in receipt of the summons or subpoena. It will be the responsibility of the employee to inform his/her immediate supervisor and the Payroll Department of the summons or subpoena and any changes to either.

Section 2. An employee summoned for jury duty must waive the juror fee and will receive their regular wage for hours during jury duty. The employee must indicate in the electronic time and attendance system the work hours that were served for jury duty. The employee may retain mileage reimbursement or other special expenses paid by the court to the employee. Such reimbursement will not be paid by the Agency.

Section 3. An employee subpoenaed as a witness by the Agency or for Agency work-related purposes will receive their wages for the time spent as a witness. Any other compensation received by the employee for his/her service must be submitted to the fiscal department immediately upon receipt. Mileage will be paid in accordance with ARTICLE 38.

Section 4. An employee subpoenaed for non-work-related purposes may elect to use PTO or one (1) PLS day per year in accordance with ARTICLE 27, Section 4.

Section 5. The employee must clearly document in the electronic time and attendance system any time/hours served for jury duty or as a witness for Agency work-related purposes.

Section 6. An employee will be expected to return to work immediately after dismissed from jury duty or as a witness for the day. If there is less than thirty (30) minutes of work time left after travel back to the worksite, the employee will not be required to return to work that day.

ARTICLE 30 – FAMILY MEDICAL LEAVE

Negotiated: 8/1/2013
Negotiated: 8/1/2006
Negotiated: 6/2/2005
Negotiated: 9/27/2003

Section 1. Federal and/or State Family Medical Leave (FMLA/OFLA) will be administered in compliance with applicable federal and state laws. Leave is unpaid except as stated by federal and state laws.

FMLA and OFLA will run concurrently where allowed under federal/state laws.

Section 2. Employees will be required to use all available leave (e.g. sick time, PTO, etc.) concurrent with FMLA/OFLA.

Section 3. The employee's health insurance will be maintained under the group health plan if the employee qualifies for FMLA. If applicable, the employee will be required to pay dependent dental/vision insurance premiums on the same schedule as if regular payroll deductions were occurring OR on a payment schedule agreed upon with the human resources director (or his/her designee) in advance and in writing. Failure to make prompt and appropriate payment for dependent dental/vision coverage may jeopardize coverage benefits. Benefits are not retained under OFLA, but the employee may qualify for COBRA.

Section 4. No employment benefits that accrued prior to the start of the employee's leave will be lost except as stated in the Collective Bargaining Agreement and any other applicable policies, laws, rules, or regulations.

Section 5. Employees do not accrue benefits while on FMLA/OFLA leave that is greater than one (1) full calendar month (e.g. sick leave, PTO, etc.).

Section 6. Leave will run concurrently with any state-injured worker leave, i.e., Workers Compensation under the provisions of FMLA only. If an employee refuses an offer of temporary alternative duty (as defined in Agency policy), leave will then run concurrently under FMLA/OFLA as defined in the law, and effective as of the refusal date.

Section 7. The leave year is defined as a rolling forward year. Leave will be measured forward from the date of the first occurrence for family leave. After the first twelve (12) month leave year, a new rolling forward year is determined by the date the employee next uses family leave.

ARTICLE 31 – MILITARY LEAVE

Negotiated: 8/1/2010
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. Military leave shall be granted only to the extent required by current federal and state laws, and upon presentation of military orders directing the employee to report to active duty.

Section 2. The Agency will honor all provisions of the Uniformed Services Employment and Reemployment Rights Act.

Section 3. Uniformed Service members will be allowed, at their request, to use all available leave accrued prior to their leave instead of unpaid leave. However, no Uniformed Service member will be forced to use their leave to cover time served.

Section 4. Uniformed Service members required to serve for thirty-one (31) days or less will not have their benefits interrupted.

Section 5. The Agency will provide Military FMLA/OFLA leave for all eligible employees in accordance with federal and state law.

ARTICLE 32 – UNPAID LEAVE OF ABSENCE

Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2007
Negotiated: 8/1/2006

Replacing/Including ARTICLES 33 & 36 – Negotiated 9/27/2003

Section 1. The Agency may, at its sole discretion, grant a leave of absence to any employee for good and sufficient reason. The Agency shall, at its sole discretion, set the terms and conditions of the leave. All available PTO and/or administrative leave will be paid out from the first day of the leave of absence (until exhausted) prior to receiving additional leave without pay. (Any exception will require director approval)

Section 2. Any requests for unpaid leave of absence for five (5) or less working days shall be submitted in the electronic time and attendance system. The work site supervisor will approve or disapprove the leave request in the electronic time and attendance system within two (2) business days.

Section 3. Any requests for unpaid leave for six (6) or more working days will be submitted in the electronic time and attendance system, and in writing, by the employee to the work site supervisor and to the human resources director. The request shall state the reason the leave is requested, and the maximum length of time the employee desires.

Section 4. A written explanation will be sent to the employee detailing the terms and conditions of all leaves approved or denied by the human resources director for requests of unpaid leave for six (6) or more working days. If leave is approved and will end during the current program year, the notice will contain the expected return-to-work date. If the leave is approved and extends beyond the current program year, the notice will contain the required contact date to report desire to return for the next program year or at the end of the leave period.

Section 5. Unpaid leave of absence will not be granted to employees to accept remunerative employment elsewhere. Requests for remunerative leave which furthers the Agency's mission shall not be denied solely based on remuneration and requires the approval of the appropriate director and the executive director.

Section 6. If unpaid leave of absence is granted for a period of more than one (1) full calendar month (a full calendar month begins the first day of the month immediately following the leave start date and is from day 1 through the last day of the month – ex: January 1 to January 31), the employee may be required to waive all rights to immediate reinstatement to a position upon termination of the leave. Said employees retain only the right to be appointed to the first vacancy for a position within the same classification they have been previously employed; time frame for reinstatement, worksite and shift are not guaranteed.

Section 7. An employee must be in "satisfactory" standing in their current position as documented in their most recent performance appraisal and/or not be under serious disciplinary action or on a work improvement plan in order to receive an unpaid leave of absence. Any exception must be approved by the appropriate director and the executive director.

Section 8. The Agency may require substantiation of any Unpaid Leave of Absence or request for unpaid leave of absence.

Section 9. The period of an unpaid leave of absence if greater than one (1) full calendar (as defined in Section 6) month shall not be considered as time worked or as service with the Agency within the meaning of any of the provisions of this agreement.

Section 10. An employee who fails to notify the Agency of their intention to return by the specified date indicated in the leave approval notice from human resources shall be considered to have resigned their position. An employee who fails to return to duty as scheduled shall be considered to have voluntarily resigned from their position in the absence of evidence of extenuating circumstances.

Section 11. No unpaid leave of absence shall be granted for a period of more than one (1) year.

Section 12. When applicable, the Agency may place an employee on unpaid administrative leave of absence under the provisions of this article when all other forms of leave have been exhausted. An employee may refuse an administrative leave of absence and resign their position instead.

ARTICLE 33 – EMPLOYEE FITNESS FOR DUTY

Negotiated: 8/1/2016
Negotiated: 8/1/2013

The Agency has established a system for assessing an employee's continued fitness for the position they fill. The Agency will provide ongoing assessment of the physical/functional requirements for all positions; those positions which provide for the health, safety, and well-being of children and families will be a priority.

Section 1. Physical/functional exams will be designed and administered by occupational health professionals. Management retains the sole responsibility to select and secure the services of a qualified occupational health provider for all employment fitness for duty exams and services.

Section 2. Employees may request copies of any records from the physical/functional exams. Head Start will sign a Release of Information (ROI) allowing the occupational health provider to release the results of the physical if an employee requests such information directly to the provider. Obtaining results lies solely upon the employee.

Section 3. Employees working within identified job categories will be tested for physical/functional capacity at one, two, and three year intervals, based upon the essential physical capacity requirements of their position or as required by the medical director of the occupational health provider. The usual schedule will be as follows:

Position:	Frequency:

All Staff (pre-employment)	Upon receipt of bona-fide employment offer
Bus Driver (ongoing)	As determined by the CDL medical examiner OR required by CDL regulations
All Staff (interim)	• Self-revealed physical/functional conditions that could impact ability to perform essential functions • Observed and documented physical/functional conditions that could impact ability to perform essential functions

Section 4. An employee will return-to-work at full-duty with a full release from the attending physician for absences due to surgery, serious injury, illness, or release from restricted/light duty work (including Worker's Compensation).

Section 5. Physical/functional exams will include activities/actions that screen for sufficient overall health, endurance, strength, pace, repetitive motion, and balance to perform the essential functions of the position held by the employee as outlined by the physical job requirements evaluation.

Section 6. The physical/functional job requirements evaluation will be reviewed and updated regularly to ensure consistency with current job description requirements for each position, and is available in the HR department.

ARTICLE 34 – UNION ACTIVITIES LEAVE

Negotiated: 8/1/2016
Negotiated: 11/1/2008
Negotiated: 9/27/2003

Section 1. The parties agree to the primary principle that union activities will be carried out during off-duty hours.

Section 2. Employees elected to union office, or otherwise selected by the Union to conduct union activities that take them away from their employment, may be granted leave for a reasonable period of time upon ten (10) working days advance notice by the Union. The determination for granting such leave shall be made by the Agency based on operational needs of the Agency. Leave will be requested through normal agency procedure. Such approval will not be unreasonably denied.

Section 3. Employees granted leave for union activities may be permitted to use PTO or unpaid leave. In addition, flexing hours for union activities will be considered with prior written approval by their supervisor. During any layoff periods, no leave will be paid.

ARTICLE 35 – BEREAVEMENT LEAVE

Negotiated: 8/1/2016

Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. In the event of a death in an employee's immediate family, an employee shall be entitled to bereavement leave. During such leave, the employee shall be paid his/her regular wage for up to three (3) regularly scheduled work days.

Section 2. An employee is eligible to take bereavement leave under the Oregon Family Leave Act. According to the law, qualifying employees can take bereavement leave due to death of a family member. An employee may take paid leave accrued pursuant to any PTO or sick leave. When taking bereavement leave, employees are allowed to take up to two (2) weeks of leave for each family member that dies and the bereavement leave taken must be completed within sixty (60) days of the death of the family member. Employees must get approval from their direct supervisor, or Human Resources, who will record in the electronic time and attendance system for the employee.

Section 3. The employee's immediate family shall be defined as persons living in the employee's household, as well as domestic partners, spouse, child, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, aunt, uncle, grandchildren, and biological parent of your children. Additional qualifying person, as well as additional unpaid leave, may be approved as determined by the Agency.

Section 4. With medical verification, sick leave can be used to cover the absence of an employee due to serious illness or accident with death imminent, of an immediate member of the family as defined in Section 3 above.

ARTICLE 36 – CONFLICT OF INTEREST

Negotiated: 11/1/2008

Section 1. The Agency will issue and maintain a Standards of Conduct policy. A copy of the policy will be signed by all staff upon hire and annually thereafter. Proposals or recommendations for change will be reviewed, and/or made by the Labor Management Committee in accordance with the provisions of ARTICLE 24.

Section 2. The Agency will provide a Disclosure of Potential or Known Conflict of Interest form to be completed by all staff upon hire and at least annually thereafter. Once completed it will be the responsibility of each staff member to report any changes to the HR director and/or operations director affecting the accuracy of their most current disclosure statement.

Section 3. The Agency will review all disclosure statements and if a potential or known conflict of interest exists, the situation will be addressed with the staff member by Management. Guidelines for this shall include, but shall not be limited to:

- Changing staff assignments to different classes within a center to mitigate the potential or perceived conflict;

- Changing staff assignments to different centers to mitigate the potential or perceived conflict when it may spread outside the class, and in cases when the class assignment change will not mitigate the potential or perceived conflict;
- Monitoring potential or perceived conflicts when the potential conflict is outside the class or center.

ARTICLE 37 – CALAMITY DAYS

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2007
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. The Agency may close any of its worksites due to the conditions listed below to ensure the safety of children and staff: The following is not an exhaustive list, but represents some of the conditions which may result in closure:

Natural or man-made disaster;

Snow and/or ice on the roads which make the roads impassable;

Fog which is so dense that it makes driving hazardous;

Loss of utilities (e.g. heat, water, power, etc.) for an extended period of time;

If the public school in the area of the work site where staff work is closed due to adverse weather conditions, the Head Start facility will also close (listen to radio/television for information);

If the public school in the area of the work site where staff work has a delayed start, the Head Start facility will have a delayed start, also.

Section 2. If a worksite is closed or has a delayed start, employees will have the option of calling the main office to be placed at another center if there is a "substitute" position available, or taking that time, i.e., hours or day(s), as PTO or unpaid time if a calamity day closure occurs. An employee must work with their supervisor to clearly record in the electronic time and attendance system if they elect to use sick leave and/or PTO or the time, i.e., hours or days(s), will be unpaid.

Section 2a. An employee will be allowed to use up to a total of four (4) accrued sick leave days per program year to be compensated for a calamity event(s) in accordance with the following chart:

Sick Leave Hours Balance: (at time of calamity event)	Number of Days Allowed*:
Balance equal to at least 1 week	1 day
Balance equal to at least 2 weeks	2 days

Balance equal to at least 3 weeks	3 days
Balance equal to at least 4 weeks	4days

* A day will be based upon the employee's regularly scheduled hours for the affected day; Pay may not exceed regularly scheduled//budgeted hours for the week

Section 3. Each employee is responsible for checking news/radio/website sources for school district closures that affect the center(s) where they work to determine if closures have been announced. Each employee is responsible to communicate with their work site supervisor as directed regarding the closure day(s) and any instructions needed.

Section 4. When the facilities are closed, the operations director or program directors will determine what work, if any, will be done. Closures may occur for partial or entire days. Employees may work only with the approval of their supervisor or an agency director; approval must be obtained prior to any work being done.

Section 5. All calamity day closure procedures apply to the work site, not the individual employee's home location/school district/etc. If an employee is unable to report to work due to calamity issues affecting the employee's home, the employee MUST contact the work site supervisor to determine if the absence will or will not be excused. If the employee's regular work site is open, but the employee is unable to report to work as scheduled, the absence will NOT be eligible for calamity day pay.

Section 6. Unless otherwise notified, the administrative offices will remain open as scheduled and staff MUST contact their supervisor to determine if they will or will not be excused from work.

ARTICLE 38 – MILEAGE

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 8/1/2007
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. Employees who use their personal vehicles to perform their duties shall be reimbursed fifty-six (56) cents or the current IRS rate, whichever is less, for each documented mile of expense.

Section 2. In order to be eligible for mileage reimbursement, the employee must accurately record mileage for reimbursement in the electronic time and attendance system and be an authorized driver for the Agency.

Section 3. Under no circumstances will mileage be paid from a prior fiscal year or once the payroll time period has passed. Any exceptions will require the approval of the operations director.

Section 4. The provisions of this article shall be subject to reopening and renegotiation annually after receipt of the COLA announcement or other similar financial announcements by the state or federal government.

ARTICLE 39 – ABSENCE AND TARDINESS

Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. It is understood that excessive absenteeism, excessive tardiness, or the abuse of sick leave constitutes just cause for discipline, and it is the intent of the Agency to take corrective action.

Section 2. All bargaining unit employees must notify their work site supervisor or their assigned designee as directed of absence from work, and state the reason for their absence.

Section 3. If an employee becomes ill during working hours, they must notify their immediate supervisor or their assigned designee before leaving the work site, except in the event of an emergency.

Section 4. If an employee is disciplined for excessive absenteeism, excessive tardiness, or the abuse of sick leave, all grievance rights will apply.

Section 5. If an employee no call / no shows for two (2) consecutive work days, on the third day the position will be considered abandoned and the employee's employment with the Agency will be terminated accordingly. If this occurs due to a medical or other verifiable documented emergency the employee will be reinstated. Other exceptions will require the review and approval of the appropriate director.

ARTICLE 39A – REST AND MEAL PERIODS

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. Rest and meal periods will normally be taken as assigned by the area manager/site supervisor per BOLI rules and Guidelines.

Section 2. All who work a schedule of six (6) or more hours will be scheduled for an unpaid meal break. The meal break is subject to the following criteria:

- ✓ Meal breaks will be scheduled by the area manager/site supervisor when work schedules are set at the beginning of the program school year;
- ✓ The work schedule will be permanent and any adjustments will require the approval of the work site supervisor (or his/her designee);
- ✓ The work site supervisor (or his/her designee) reserves the right to alter the scheduled meal break if required to ensure services to the children and families;
- ✓ Meal break may not interfere with providing services (e.g. class time, bus monitor, center maintenance, child meal preparation, etc.);

- ✓ The meal break will be without pay and will require the work schedule be adjusted to accommodate the unpaid time (e.g. TA works 8 hour day – 8 am to 4pm; now wants to schedule a meal break from 12:30pm to 1pm; schedule will now be 7:30am to 4pm OR 8am to 4:30pm)

Section 3. 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. Such situations may include, but are not limited to:

Child or family emergencies; Field trips; Staff shortages or unusual staffing situations; Dealing with families in crisis; Meetings; Food deliveries; Other work-related situations.

Section 4. Rest or meal periods may not be lumped together or saved up for the end of the work day or work week.

Section 5. The Agency and employees will work together to see that all workers receive rest or meal periods normally and consistently.

Section 6. When rest and meal periods are missed, the area manager/site supervisor is to be notified via email with an explanation of why the meal/break was not taken.

ARTICLE 40 – DISCIPLINE

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2007
Negotiated: 9/27/2003

Section 1. The Agency shall neither discipline nor discharge any post-trial service employee without just cause. Just cause is determined as follows:

A. Was the employee adequately warned of the consequences of his/her conduct? The warning may be given orally or in printed form. An exception may be made for certain conduct, such as, but not limited to: insubordination, harming a child, violation of health & safety procedures, reporting to work under the influence, stealing agency property, or other action that is so serious that the employee is expected to know it will be punishable.

B. Was the Agency's rule or order reasonably related to efficient and safe operations?

C. Did management investigate before administering the discipline?

D. Was the investigation fair and objective?

E. Did the investigation produce substantial evidence or proof of guilt?

F. Were the rules, orders, and penalties applied evenhandedly and without discrimination?

G. Was the penalty reasonably related to the seriousness of the offense, the past record of the employee, and past practice/discipline for similar matters within the Agency?

Section 2. Discipline shall be administered in such a manner that it will not unduly embarrass an employee. If discipline is to be given orally to an employee, the supervisor will speak to the employee in private, away from other staff, children, and parents.

Section 3. Progressive and corrective discipline may involve:

Oral warning

Written warning

Suspension without pay

Demotion

Work improvement plan

Last chance agreement

Discharge

Directives are to be used as a training tool and not for discipline purposes and they will not be considered when imposing discipline.

The level at which discipline is initiated will be determined by the circumstances and severity of the infraction, conduct, or incident. Work improvement plans and last chance agreements may be combined.

Section 4. In cases of continuing discipline problems(s) or substantial work performance concerns, the supervisor may utilize a work improvement plan. A work improvement plan will include but is not limited to:

A. Informing the employee both orally and in writing of the deficiency(ies);

B. Stating the specific and measurable expectations of the supervisor for the employee's performance;

C. Setting a reasonable timeframe and deadline for the employee to correct the deficiency(ies);

D. Expectation of continued growth and maintenance of satisfactory work performance in all areas.

Section 5. The Agency acknowledges the Weingarten Rights of a bargaining unit member to have a union representative present upon request at investigatory meetings. In addition, the Agency will allow union representation when any discipline is given to the employee. Union representation will be limited to one paid agency representative only except when training new stewards with prior approval of the HR director and employee.

Section 6. All disciplinary action imposed upon an employee, except oral warnings, may be protested as a grievance through the grievance procedure provided in this agreement.

Section 7. All official disciplinary documentation shall be filed in the employee's official personnel file/record (i.e., notes of oral warning, letters of written warning, suspension, or termination, etc.) in accordance with the guidelines of ARTICLE 20.

ARTICLE 41 – GRIEVANCE

Negotiated: 8/1/2013
Negotiated; 8/1/2010
Negotiated: 11/1/2008
Negotiated: 8/1/2007
Negotiated: 8/1/2006
Negotiated: 9/27/2003

It is the policy of the Agency and the Union to encourage open and frank communications between employees, supervisors, and managers regarding employment concerns, and to seek resolution of such concerns on a direct person-to-person basis by approaching employment problems and concerns in a positive way rather than as adversaries. Such matters should normally be readily resolved between the employee and his/her supervisor or coworker. However, in the event an employee or the Union believes the Agency has violated a term of the Collective Bargaining Agreement, Agency Work Rules, Agency Policies and Procedures, or federal/state law, and after reviewing the matter with the supervisor or appropriate director, is unable to informally resolve the issue(s), the following formalized procedure shall be available to the employee/Union to allow the grievance to be progressively considered as fairly and rapidly as possible.

Section 1. A grievance is an issue rose by a member of the bargaining unit or the Union against the Agency, and shall be strictly limited to issues concerning the interpretation or application of the specific provisions of this agreement, Agency Work Rules, Agency Policies and Procedures, or federal/state law. Termination grievances shall be presented first at Step 2.

Section 2. If a grievance is not presented within the time limits set forth below, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Agency's last answer. If the Agency does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step, and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Agency and the Union representatives involved in each step.

Section 3. All proceedings and evidence of any kind that are related to grievances shall be considered

confidential and exempt from public disclosure until the conclusion of the final grievance decision. Upon completion of a proceeding, all investigation notes and related documentation created by the Agency shall be filed in the office of the human resources director.

Section 4. The Grievance process shall utilize the following steps:

Step 1. The employee/union representative shall promptly attempt to resolve the potential dispute informally with the management representative directly involved in the discipline issue, or matter of grievance, within ten (10) business days from the occurrence, or from when the employee/union representative should have had knowledge thereof. Every effort will be made to openly discuss the reasons the employee considers the matter a concern or grievance and seek resolution. If unable to respond and/or resolve the matter immediately, the management representative shall provide a written response emailed to the employee, the employee's union representative, and chief steward Agency email addresses – followed by the actual document via interoffice or postal mail service within ten (10) business days if there is still disagreement.

Step 2. If the issue remains unresolved, the employee shall have ten (10) business days after the receipt of the immediate supervisor's written response to submit an emailed written grievance to the human resources director and the operations director along with any evidence or further details regarding the employee's position and desires for resolution of the grievance. All grievances must clearly indicate the Collective Bargaining Agreement or federal/state law or regulations that have been violated and the resolution desired.

The human resources director and/or operations director shall investigate the matter and prepare the investigative documentation and findings.

If requested by either party, the grievant, union representative, and human resources director and operations director will meet to discuss the findings of the Agency investigation and discuss resolution and/or outcomes resulting from those findings within fifteen (15) business days from the date the grievance is filed.

The human resources director or operations director shall confirm the outcomes of the meeting in writing within ten (10) business days of the grievance & investigation review meeting. If a meeting is not requested, the emailed written response will be provided to the union representative and chief steward within ten (10) business days of the receipt of the grievance.

Step 3. If the grievance remains unresolved after the conclusion of Step 2 the employee shall have ten (10) business days after the response of the Agency to provide an emailed written request for mediation.

The executive director (or his/her designee) shall request the assistance of a mediator skilled in interest-based conflict resolution from the Federal Conciliation and Mediation Service (FMCS) to serve as facilitator, or another skilled facilitator, or an arbitrator as described in Step 5, in an attempt to resolve the issue.

The Union, the grievant, and witnesses shall be required to participate in this process in good faith at times mutually agreed to by the Union, the executive director (or his/her designee), and the facilitator.

Step 4. If no settlement is reached through grievance Steps 2 and 3, the grievance may move to Step 4. If the grievance is elevated to Step 4, the parties shall be strictly limited to all facts and the issues rose at the first three (3) steps and the following procedure will be followed:

A. If the grievance remains unresolved at the conclusion of Step 2 a list of potential arbitrators may be requested concurrently while mediation is being pursued. The Agency or the Union may request a list of potential arbitrators from FMCS and shall immediately notify the other party of their decision to do so.

   If the grievance is not resolved, the Agency and the Union will make final selection of an arbitrator no later than ten (10) business days from the conclusion of Step 3 by alternately crossing off one (1) of the five (5) named arbitrators until only one (1) remains. The party who strikes the first name shall be selected by lot. At any stage of the selection process, either party may reject the entire list once and request an alternate list from the FMCS. The arbitrator shall be notified of his/her selection to arbitrate the disputed issue(s), and copies of all grievance documents shall be mailed to the selected arbitrator by the executive director (or his/her designee).

B. The decision of the arbitrator shall be final and binding on the parties; however, the arbitrator shall not have the authority to alter, modify, amend, vacate, or change any of the terms or conditions of this agreement. This provision is not intended to prevent either party from any administrative or statutory relief they otherwise may have to appeal an arbitrator's award. The decision of the arbitrator shall be issued within thirty (30) business days of the conclusion of the arbitration hearing.

C. Prior to the arbitration hearing, if either party discovers new information or evidence not previously considered at Step 4 of this procedure, the parties may mutually agree to reconvene at Step 4 to consider the new information or evidence, and to include the information or evidence in the Step 4 official grievance record. If the parties agree to reconvene, their meeting may not delay an already scheduled arbitration hearing unless there is a mutual written waiver, and unless there is mutual written agreement as to the liability for payment of the arbitrator's cancellation fee.

D. Nothing in this article is intended to prevent a mutually acceptable settlement prior to or during the arbitration procedure.

E. If arbitration is utilized, all of the arbitrator's fees incurred shall be borne entirely by the losing party.

Section 5. Union representatives shall have reasonable access to grievants and witnesses within normal working hours with the permission of the work site supervisor and HR director and/or operations director—said permission shall not be unreasonably denied. However, union representatives may not adversely affect their own work performance or agency services to conduct an investigation or speak with a grievant or witness. In recognition of mutual interests to resolve issues in a timely fashion, and to make decisions based on complete information on a case-by-case basis, and upon request by the Union, Management may make supervisors available for interview by the Union in its investigation and analysis of the merits of a grievance or a potential grievance.

ARTICLE 42 – FUNDING

Negotiated: 9/27/2003

The parties recognize that revenue needed to fund wages and benefits provided by the agreement must be approved annually by established budget procedures and, in certain circumstances, by vote of the Oregon Legislature or the United States Congress. All such wages and benefits are, therefore, contingent upon sources of revenue and, where applicable, annual legislative budget approval. The Agency has no intention of cutting the wages and benefits specified in this agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement.

ARTICLE 43 - WAGES

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. All eligible part-time and full-time employees who worked on or after November 1st of each year will receive COLA increases in accordance with agency, state, and federal guidelines and announcements. All salary scales will be adjusted accordingly.

Section 2. Employees may be eligible for a step increase, upon receiving a satisfactory performance appraisal, as negotiated annually during the wages & benefits contract reopener. No further step increase(s) will be given once an employee reaches the last step on a salary line.

Section 3. All eligible part-time and full-time employees will have the percentage increase, as defined in the wage proposal, added to their current step.

Section 4. All eligible part-time and full-time employees will be placed on the new pay scale (see attached scale) at the step closest to but not less than their new rate of pay; if the increase puts them

above the wage scale steps, they will be red circled until the wage scale equals or passes their wage.

Section 5. All eligible part-time and full-time employees will retain their anniversary date and receive step increases accordingly and placed at the next step.

Section 6. The provisions of this article shall be subject to reopening and renegotiation annually after receipt of the COLA announcement or other similar financial announcements by the state or federal government as permitted under the provisions of ARTICLE 56, Sections 2 & 4. The Agency shall notify the Union within ten (10) business days of the receipt of an announcement by email and provide a copy of the announcement document. (Please see all annual addendums, if any)

Section 7. A copy of the wage scale will be attached to the CBA and updated within thirty (30) days of the annual COLA announcements.

ARTICLE 44 – BILINGUAL PAY DIFFERENTIALS & OTHER PAY

Negotiated: 8/8/2018
Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 8/1/2010
Negotiated: 11/1/2008
Negotiated: 8/1/2007
Negotiated: 8/1/2006
Replaces/Includes Article 45 – Negotiated 9/27/2003

Section 1. Bilingual employees filling a position identified by the Agency as bilingual based upon the needs of enrolled children and families and in accordance with the requirements of the position job description, shall fall on the bilingual salary schedule. The rate shall be based upon the level of interpreting, translating, and second (2nd) language literacy skills as demonstrated through tests and assessments administered by the Agency and designated as Level I, Level II, or Level III.

Section 2. All bargaining unit employees who have completed fifteen plus (15+) years of service with the Agency will receive a $500 longevity merit pay and all bargaining unit employees who have completed twenty plus (20+) years of service with the Agency will receive a $750 longevity merit pay, on August 1st of each program year. The employee must have received a current satisfactory performance appraisal and complete the full budgeted working weeks for the program year.

Section 3. The provisions of this article shall be subject to reopening and renegotiation annually after receipt of the COLA announcement or other similar financial announcements by the state or federal government as permitted under the provisions of ARTICLE 56, Sections 2&4.

ARTICLE 46 – HEALTH AND WELFARE

Negotiated: 8/1/2016
Negotiated: 8/1/2013

Negotiated: 8/1/2010
Negotiated: 11/1/2008
Negotiated: 8/1/2007
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. The Agency shall make available for each eligible full-time employee a health, prescription drug, vision, dental, and life insurance benefit plan at a negotiated cost to the employee. (Please see all annual addendums, if any)

Section 2. Eligibility waiting period is sixty (60) calendar days. Coverage through the Agency's group insurance plan shall begin on the first (1st) day of the following month a full-time employee becomes eligible. Coverage through the Agency's group insurance plan shall end on the last day of the month in which a full-time employee resigns or is terminated. Eligibility date shall be determined as follows:

- No benefits coverage will be provided for any treatment in progress at the time of enrollment in accordance with the health and welfare benefits plan documents (ex: inpatient hospital stay prior to coverage date);
- Coverage will remain in force through August 31st for all employees who complete the full program year and return to work as scheduled for the next program year or gives notice of their intent to not return no later than July 31st (see ARTICLE 19A, Sections 6, 7, & 8)

Section 3. The Agency complies with the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.

Section 4. Dependent dental/vision coverage is optional and, if elected, is the responsibility of the employee. The premium for dependent coverage will be deducted from the employee's biweekly paychecks. Spousal medical/prescription coverage is not provided. Dependent child medical/prescription coverage is optional and, if elected, is the responsibility of the employee. The premium for the dependent child coverage will be deducted from the employee's biweekly paychecks.

Section 5. Medical, dental, vision claims are not grievable under the provisions of ARTICLE 41, but will be addressed in accordance with the appeals provisions detailed in the Medical Plan Summary.

Section 6. The provisions of this article shall be subject to reopening and renegotiation annually after receipt of the COLA announcement or other similar financial announcements by state or federal government as permitted under the provisions of ARTICLE 56, Sections 2 & 4 (Please see all annual addendums, if any).

ARTICLE 47 – RETIREMENT PLANS

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 8/1/2010

Negotiated: 11/1/2008
Negotiated: 9/27/2003

Section 1. During the term of this agreement, the Agency shall contribute five percent (5%) annually of an eligible employee's gross wages as defined in the Southern Oregon Head Start Retirement Plan. Specific details regarding this plan are outlined in the Summary Plan Description.

Section 2. The Agency will allow employees to elect to contribute through payroll deductions.

Section 3. The provisions of this article shall be subject to reopening and renegotiation annually after the receipt of the COLA announcement or other similar financial announcements by the state or federal government as outlined under the provisions of ARTICLE 56-Sections 2 & 4.

ARTICLE 48 – UNENROLLED STAFF CHILDREN AT WORK

Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 9/27/2003

Section 1. The Agency is here to serve the Head Start/Early Head Start children and their families. Bringing children to work as a regular day care or after school care placement interferes with this primary responsibility. With the review and approval of the worksite supervisor, staff children may visit the parent's worksite for a brief visit or other approved activity. General guidelines include, but are not limited to:

- Facility capacity regulations/restrictions;
- Children must remain in care of their parent(s);
- Employee must be able to complete regular duties;
- Other employees must be able to complete regular duties;
- Child-to-adult ratio must be maintained.

Section 2. Special arrangements will be made for nursing mothers and infants in accordance with the Breastfeeding in the Workplace Legislation effective January 1, 2008. Staff must be flexible and creative in assisting nursing staff mothers and make every effort to provide an appropriate and private location to express breast milk or nurse their infant. Staff must arrange break schedules and working hours to meet a nursing staff mother's feeding needs, but must also assure that the Agency continues to meet its primary work responsibilities. To ensure fairness to all staff members, arrangements for breastfeeding infants will be arranged collaboratively with all affected staff and the appropriate supervisor.

ARTICLE 49 – CONTRACTING AND SUBCONTRACTING

Negotiated: 9/27/2003

Section 1. Prior to contracting or subcontracting work which has been previously and regularly performed by employees in the bargaining unit, the Agency agrees to afford an opportunity for the

Union to negotiate with it as to the effect of such action on employees in the unit prior to finalizing or implementing new decisions concerning such contracting or subcontracting.

Section 2. The Agency shall notify the Union of such plans thirty (30) calendar days prior to making such changes.

Section 3. The Union shall have fifteen (15) calendar days from such notification to notify the Agency in writing of its intent to negotiate the effect of such action on employees in the bargaining unit.

ARTICLE 50 – AGENCY MAIL

Negotiated: 9/27/2003

Union materials can be distributed by union representatives only, and placed directly into the bargaining unit employee's mail slots. No employee will interfere with the distribution of said mail. All cost for materials will be borne by the Union, and the dissemination and reading of such materials shall not be on Agency time.

ARTICLE 51 – PRINTING OF AGREEMENT

Negotiated: 8/1/2013
Negotiated: 9/27/2003

The Agency agrees to provide unlimited access to the documents listed below through the Agency website. All new Agency employees will receive a printed copy of the following at their New Employee Orientation:

A. Current Collective Bargaining Agreement with any side letters/addendums and any other mutual agreements;
B. Current copy of the Bargaining Unit Employee Policies & Procedures;
C. Current Copy of the employee's job description;
D. Current Copy of the Agency Work Rules.

ARTICLE 52 – ARTICLE TERMINATION AND LEGALITY CLAUSE

Negotiated: 9/27/2003

If any provision of the agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances, and regulations of the United States of America or the State of Oregon, all other provisions of the agreement shall remain in full force and effect for the duration of this agreement, and the parties shall meet within twenty (20) calendar days to agree on a substitute provision. If the parties are unable to agree within forty-five (45) calendar days, a federal mediator will be called in for resolution.

ARTICLE 53 – SUCCESSORS AND ASSIGNS

Negotiated: 9/27/2003

This agreement shall be binding upon both parties, their successors, and assigns, and in no way shall be changed or modified during its term should any change occur in the ownership, management, operation, or employee representation. Each party shall give notice to any prospective successor of

the existence of this agreement and its terms.

ARTICLE 54 – ENTIRE AGREEMENT

Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

This agreement supersedes and cancels all prior practices and agreements in connection with the Collective Bargaining Agreement, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with this agreement, constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in specific articles of this agreement) for its term.

If there is a conflict between the CBA and the Agency Work Rules, Policies & Procedures, or Agency and/or departmental policies and procedure manuals, the CBA shall control.

ARTICLE 55 – ZIPPER CLAUSE

Negotiated: 9/27/2003

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Agency and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Agency's exercise of its rights as set forth herein on salaries, fringe benefits, or terms and conditions of employment.

ARTICLE 56 – DURATION OF AGREEMENT

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. This Agreement shall become effective August 1, 2016, if ratified by the parties (SOCFC Board of Directors and Policy Council, and Oregon AFSCME Local 2619), and expires on July 31, 2019.

Section 2. The Agency will notify the Union within ten (10) business days of the receipt of the federal COLA announcement or other similar financial announcements from either the state or federal government. The Agency and the Union will schedule a renegotiation of ARTICLE 10, 38, 43, 44, 46 & 47 annually within ten (10) business days of the receipt of the federal COLA announcement or other similar financial announcements from either the state or federal government.

Section 3. This agreement shall not be opened during the term of the agreement except by mutual agreement of the parties, or as provided in Section 2 of this article, or as otherwise specified in this agreement.

ARTICLE 57 – TERMINATION OF THE AGREEMENT

Negotiated: 8/1/2016
Negotiated: 8/1/2013
Negotiated: 8/1/2010
Negotiated: 11/1/2008
Negotiated: 8/1/2006
Negotiated: 9/27/2003

Section 1. This agreement shall be effective August 1, 2016, and shall remain in full force and effect until July 31, 2019, and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify or terminate this agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and effect during the entire period of negotiations for modification of this agreement, and shall automatically be extended until such time as a new or modified agreement is approved by both parties, effective date of termination notwithstanding.

Section 2. If both parties are not in accord as to the contents of a new agreement more than ninety (90) days after the expiration of this agreement, said parties shall request the services of the Federal Mediation and Conciliation Service. The services of said agency shall be advisory only, and both parties shall make a reasonable effort to reach agreement through the mediation provided by said service. All expenses of mediation shall be divided equally between the Agency and the Union.

FOR THE UNION
ON: November 2nd 2016

Christy O'Neill
Local President

Rodney McCambridge
Representative, ASCME Council 75

Linda Bettis
Bargaining Team

Carrie Grimes
Bargaining Team

Sheryl Harrington
Bargaining Team

Nicole Thomas
Bargaining Team

FOR THE AGENCY
ON: November 2nd 2016

Kathy Stassi
Human Resources Director

Alan Berlin
Executive Director

Royal Standley
Board of Directors Chairperson

Stephan Moriarty
Policy Council Chairperson

NOTE: Original Signature Page on file in Human Resources Office

2017 CBA Reopener

Article	Proposal:
Article 43 – Wages	1% COLA retroactive to 11/1/16 Step 1 for Classroom Aide, EHS Center Sweeper, and Sub/temp positions will be increased to $10.25 as of 07/01/2017 (and steps adjusted as shown in the attached scale) in order to comply with Oregon state minimum wage law. EHS Center Assistants (no CDA) will be paid at the Head Start Center Assistants salary line
Article 44 – Pay Differentials	Classroom Aides will get a bilingual pay differential (included in updated salary scale)

FOR THE UNION

ON: July 17th 2017

Local President

Representative, ASCME Council 75

Bargaining Team

Bargaining Team

Bargaining Team

Bargaining Team

FOR THE AGENCY

ON: July 17th 2017

Human Resources Director

Executive Director

Board of Directors Chairperson

Policy Council Chairperson (Vice)

2018 CBA Reopener

Article	Proposal:
Article 43 – Wages	2.6% COLA retroactive to 11/1/17 Step 1 for Classroom Aide, Cook Assistant, EHS Center Sweeper, and Sub/temp positions will be increased to $10.75 as of 07/01/2018 (and steps adjusted as shown in the attached scale) in order to comply with Oregon state minimum wage law.
Article 44 – Pay Differentials	Bilingual Level III increased from 3% to 5% differential Longevity merit pay at 15 years of service - $500 paid August 1st Longevity merit pay at 20 years of service - $750 paid August 1st
Article 46 – Health and Welfare	Increase employee premium deduction to $41.25 per pay period

FOR THE UNION

ON: August 8th 2018

Local President

Representative, ASCME Council 75

Bargaining Team

Bargaining Team

FOR THE AGENCY

ON: August 8th 2018

Kathy Stavert

Human Resources Director

Executive Director

Board of Directors Chairperson

Policy Council Chairperson

2018-2019 Salary Scale

Grade	Position	Old Step 1 (2017-2018)	Step 1	Step 2 (+1%)	Step 3 (+2%)	Step 4 (+2.5%)	Step 5 (+3%)
2A	Cook Assistant	$10.35	$10.75	$10.86	$11.07	$11.35	$11.69
2B	Cook	$11.79	$12.10	$12.22	$12.47	$12.78	$13.16
2C	Procurement Specialist	$13.73	$14.09	$14.23	$14.52	$14.88	$15.32
2D	Interpreter/Translator	$13.40	$13.75	$13.89	$14.17	$14.52	$14.95
2F	Service Area Assistant	$13.26	$13.60	$13.74	$14.01	$14.36	$14.79
2F-B	Bilingual Service Area Assistant	$13.67	$14.28	$14.42	$14.71	$15.08	$15.53
2H	Health Screener	$13.40	$13.75	$13.89	$14.17	$14.52	$14.95
2I	Maintenance Assistant	$13.96	$14.32	$14.46	$14.75	$15.12	$15.57
2J	Classroom Aide I	$10.25	$10.75	$10.86	$11.07	$11.35	$11.69
2J-B1	Bilingual 1 Classroom Aide I	$10.35	$10.86	$10.97	$11.19	$11.47	$11.81
2J-B2	Bilingual 2 Classroom Aide I	$10.45	$10.97	$11.08	$11.30	$11.58	$11.93
2J-B3	Bilingual 3 Classroom Aide I	$10.56	$11.29	$11.40	$11.63	$11.92	$12.28
3A	Center Assistant	$11.40	$11.70	$11.82	$12.05	$12.35	$12.73
3A-B1	Bilingual 1 Center Assistant	$11.51	$11.81	$11.93	$12.17	$12.47	$12.84
3A-B2	Bilingual 2 Center Assistant	$11.63	$11.93	$12.05	$12.29	$12.60	$12.98
3A-B3	Bilingual 3 Center Assistant	$11.75	$12.29	$12.41	$12.66	$12.98	$13.37
3B	Bus Driver/Custodian	$11.40	$11.70	$11.82	$12.05	$12.35	$12.73
3C	Teacher Assistant (no CDA)	$11.97	$12.28	$12.40	$12.65	$12.97	$13.36
3C-B1	Bilingual 1 Teacher Assistant (no CDA)	$12.09	$12.40	$12.52	$12.77	$13.09	$13.49
3C-B2	Bilingual 2 Teacher Assistant (no CDA)	$12.21	$12.53	$12.66	$12.91	$13.23	$13.63
3C-B3	Bilingual 3 Teacher Assistant (no CDA)	$12.33	$12.89	$13.02	$13.28	$13.61	$14.02
3D	Teacher Assistant w/CDA	$12.76	$13.09	$13.22	$13.49	$13.82	$14.24
3D-B1	Bilingual 1 Teacher Assistant w/CDA	$12.88	$13.22	$13.35	$13.62	$13.96	$14.38
3D-B2	Bilingual 2 Teacher Assistant w/CDA	$13.01	$13.35	$13.48	$13.75	$14.10	$14.52
3D-B3	Bilingual 3 Teacher Assistant w/CDA	$13.13	$13.74	$13.88	$14.15	$14.51	$14.94
3F	EHS Center Assistant (no CDA)	$11.40	$11.70	$11.82	$12.05	$12.35	$12.73
3F-B1	EHS Bilingual 1 Center Assistant (no CDA)	$11.51	$11.81	$11.93	$12.17	$12.47	$12.84
3F-B2	EHS Bilingual 2 Center Assistant (no CDA)	$11.63	$11.93	$12.05	$12.29	$12.60	$12.98
3F-B3	EHS Bilingual 3 Center Assistant (no CDA)	$11.75	$12.29	$12.41	$12.66	$12.98	$13.37
3G	EHS Center Assistant (with CDA)	$11.97	$12.28	$12.40	$12.65	$12.97	$13.36
3G-B1	EHS Bilingual 1 Center Assistant (with CDA)	$12.09	$12.40	$12.52	$12.77	$13.09	$13.49
3G-B2	EHS Bilingual 2 Center Assistant (with CDA)	$12.21	$12.53	$12.66	$12.91	$13.23	$13.63
3G-B3	EHS Bilingual 3 Center Assistant (with CDA)	$12.33	$12.89	$13.02	$13.28	$13.61	$14.02
3H	EHS Specialist II (with CDA)	$12.76	$13.09	$13.22	$13.49	$13.82	$14.24
3H-B1	EHS Bilingual 1 Specialist II (with CDA)	$12.89	$13.22	$13.35	$13.62	$13.96	$14.38
3H-B2	EHS Bilingual 2 Specialist II (with CDA)	$13.02	$13.35	$13.48	$13.75	$14.10	$14.52
3H-B3	EHS Bilingual 3 Specialist II (with CDA)	$13.15	$13.74	$13.88	$14.15	$14.51	$14.94

2018-2019 Salary Scale

Grade	Position	Old Step 1 (2017-2018)	Step 1	Step 2 (+1%)	Step 3 (+2%)	Step 4 (+2.5%)	Step 5 (+3%)
4B	Teacher (AA/AS degree)	$15.23	$15.63	$15.79	$16.10	$16.50	$17.00
4B-B1	Bilingual 1 Teacher (AA/AS degree)	$15.38	$15.79	$15.95	$16.27	$16.67	$17.17
4B-B2	Bilingual 2 Teacher (AA/AS degree)	$15.53	$15.94	$16.10	$16.42	$16.83	$17.34
4B-B3	Bilingual 3 Teacher (AA/AS degree)	$15.69	$16.41	$16.57	$16.91	$17.33	$17.85
4C	Teacher (BA/BS degree)	$17.64	$18.10	$18.28	$18.65	$19.11	$19.69
4C-B1	Bilingual 1 Teacher (BA/BS degree)	$17.82	$18.28	$18.46	$18.83	$19.30	$19.88
4C-B2	Bilingual 2 Teacher (BA/BS degree)	$18.00	$18.46	$18.64	$19.02	$19.49	$20.08
4C-B3	Bilingual 3 Teacher (BA/BS degree)	$18.18	$19.01	$19.20	$19.58	$20.07	$20.68
4D	Teacher (MA/MS degree)	$18.53	$19.01	$19.20	$19.58	$20.07	$20.68
4D-B1	Bilingual 1 Teacher (MA/MS degree)	$18.72	$19.20	$19.39	$19.78	$20.27	$20.88
4D-B2	Bilingual 2 Teacher (MA/MS degree)	$18.91	$19.39	$19.58	$19.98	$20.47	$21.09
4D-B3	Bilingual 3 Teacher (MA/MS degree)	$19.09	$19.96	$20.16	$20.56	$21.08	$21.71
4K	EHS Specialist I – CDA or equivalent	$13.83	$14.19	$14.33	$14.62	$14.98	$15.43
4K-B1	Bilingual 1 EHS Specialist I – CDA	$13.96	$14.33	$14.47	$14.76	$15.13	$15.59
4K-B2	Bilingual 2 EHS Specialist I – CDA	$14.10	$14.47	$14.61	$14.91	$15.28	$15.74
4K-B3	Bilingual 3 EHS Specialist I – CDA	$14.23	$14.90	$15.05	$15.35	$15.73	$16.21
4L	EHS Specialist I – AA/AS degree	$15.23	$15.63	$15.79	$16.10	$16.50	$17.00
4L-B1	Bilingual 1 EHS Specialist I - AA/AS	$15.38	$15.79	$15.95	$16.27	$16.67	$17.17
4L-B2	Bilingual 2 EHS Specialist I - AA/AS	$15.53	$15.94	$16.10	$16.42	$16.83	$17.34
4L-B3	Bilingual 3 EHS Specialist I - AA/AS	$15.69	$16.41	$16.57	$16.91	$17.33	$17.85
4M	EHS Specialist I - BA/BS degree	$17.64	$18.10	$18.28	$18.65	$19.11	$19.69
4M-B1	Bilingual 1 EHS Specialist I - BA/BS	$17.82	$18.28	$18.46	$18.83	$19.30	$19.88
4M-B2	Bilingual 2 EHS Specialist I - BA/BS	$18.00	$18.46	$18.64	$19.02	$19.49	$20.08
4M-B3	Bilingual 3 EHS Specialist I - BA/BS	$18.18	$19.01	$19.20	$19.58	$20.07	$20.68
4N	EHS Specialist I – MA/MS degree	$18.53	$19.01	$19.20	$19.58	$20.07	$20.68
4N-B1	Bilingual 1 EHS Specialist I - MA/MS	$18.72	$19.20	$19.39	$19.78	$20.27	$20.88
4N-B2	Bilingual 2 EHS Specialist I - MA/MS	$18.91	$19.39	$19.58	$19.98	$20.47	$21.09
4N-B3	Bilingual 3 EHS Specialist I - MA/MS	$19.10	$19.96	$20.16	$20.56	$21.08	$21.71
4F	Family Advocate (SSCBT)	$13.83	$14.19	$14.33	$14.62	$14.98	$15.43
4F-B3	Bilingual Family Advocate (SSCBT)	$14.25	$14.90	$15.05	$15.35	$15.73	$16.21
4G	Family Advocate (AA/AS)	$15.23	$15.63	$15.79	$16.10	$16.50	$17.00
4G-B3	Bilingual Family Advocate (AA/AS)	$15.69	$16.41	$16.57	$16.91	$17.33	$17.85
4H	Family Advocate (BA/BS)	$17.64	$18.10	$18.28	$18.65	$19.11	$19.69
4H-B3	Bilingual Family Advocate (BA/BS)	$18.17	$19.01	$19.20	$19.58	$20.07	$20.68
4J	Family Advocate (MA/MS)	$18.53	$19.01	$19.20	$19.58	$20.07	$20.68
4J-B3	Bilingual Family Advocate (MA/MS)	$19.09	$19.96	$20.16	$20.56	$21.08	$21.71
GR	All other non-HS/EHS/OPK Grant Funded Positions	As specified in grant		1%	2%	2.50%	3%