

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
MT. HOOD COMMUNITY COLLEGE
HEAD START
AND
OREGON SCHOOL EMPLOYEES
ASSOCIATION**

July 1, 2021 – June 30, 2024

MT. HOOD COMMUNITY COLLEGE HEAD START AND
OREGON SCHOOL EMPLOYEES ASSOCIATION AGREEMENT

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ARTICLE 1

RECOGNITION

- 1.1 The Board recognizes the Oregon School Employees Association (“Union”) as the sole and exclusive bargaining representative of all full time, part time, limited duration and substitute employees who have worked in excess of 90 consecutive calendar days at Mt. Hood Community College Head Start and Early Head Start programs including Parents as Teachers (PAT) employees, excluding supervisory employees, confidential employees, contracted employees and substitutes who have not yet worked 90 consecutive calendar days as employees with regard to wages, hours, and conditions of employment.
- 1.2 A full time employee is an employee working a regular schedule of 1040 hours or greater in a fiscal year (excluding substitutes).
- 1.3 A part time employee is an employee working a regular schedule less than 1040 hours in a fiscal year.
- 1.4 A substitute employee’s period of employment ends June 30 each year. Substitute employees may be re-called for the following fiscal year upon notice from the employer. Substitute employees not re-called to work have no further rights under the terms of this agreement. A substitute employee has no regular assigned schedule and is utilized on an as needed basis.
- 1.5 A limited duration position shall be hired for defined projects or tasks for a clearly defined length of time not to last longer than one fiscal year.
- 1.6 Positions are based on 1.0 FTE or approximately 2080 hours in a fiscal year. An employee working less than 1.0 FTE is a reduced FTE. For example, an employee working .75 FTE is working approximately 1560 hours per fiscal year.

ARTICLE 2

UNION SECURITY, MEMBERSHIP, DUES AND PAYROLL DEDUCTIONS

2.1 Union Security

- A. Any member of the bargaining unit may authorize, in writing to the Union, the Employer to deduct from their pay the amount of dues, fees, and/or assessments charged by the union.
1. The written dues deduction authorization must be forwarded to the Payroll Office at the Gresham campus as soon as possible in order to effectuate such deduction.
 2. Upon receipt of a payroll deduction authorization from the employee, the Employer will make Union dues deductions from each of the employee's pay checks effective the date of the signed authorization.
 3. The amounts deducted by the Employer shall be remitted, together with an itemized statement, to the Union no later than the second week of the month following such deduction.
 4. Authorizations for payroll deduction under this Article shall remain valid until revoked by the employee in writing to the Union.
 5. Any such revocations must be forwarded to the Employer by the Union so that changes can be effectuated at the earliest possible time, but no later than by the due date for the next payroll.
- B. New Hire and Employee Information

The Employer shall provide the Chapter President and OSEA's Director of Fiscal Operations at classified@osea.org an editable Excel spreadsheet, or other editable digital format, containing the following information for each employee in the bargaining unit:

1. The employee's name and date of hire;
2. Contact information including:
 - i. cellular, home and work telephone numbers, and
 - ii. personal and work electronic mail addresses, and
 - iii. home or personal mailing address.
3. Employment information including the employee's job title, salary and worksite location.

The Employer shall provide the information within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

- C. The Employer will advise all newly employed personnel at the time of their employment that the Union is their exclusive bargaining representative.
 - D. The Union will notify the Employer's agent, in writing, of the exact amount of regular membership dues to be deducted and the exact names of the members from whom such deductions are to be made each month.
- 2.2 The Union agrees to hold the Employer harmless against any and all claims, suits, orders or judgments brought against the Employer as a result of the deduction of dues in accord with section 2.1 above.
- 2.3 Union Information Updates
- A. The Union Executive Board members will have up to a total of ten (10) minutes to share OSEA Chapter 603 news and updates during the regularly scheduled All Staff meetings.

ARTICLE 3

UNION RIGHTS

- 3.1 The Employer agrees to provide suitable space on bulletin boards and work site notebooks for the Union's use in communicating with members. Union communications shall include a statement that its source is the Union and shall only be of business matters of interest to its members. There shall be no derogatory, obscene, inappropriate or defamatory material posted.
- 3.2 Duly authorized representatives of the Union may transact official Union business during times when employees are on their meal period, break and/or before or after work hours. These meetings shall occur in non-work areas. Authorized association representatives must notify site management of their arrival during work hours. The representative may leave a message for the employee.
- 3.3 The Employer shall allow the Union to use its interoffice mail and email system for union business communication purposes. Communications or other materials dealing with Union business must be prepared during non-work times. The Union agrees to adhere to the Employer's "Acceptable Use Regulation" policy AR-2060-B. Violations of the policy may result in suspension of Union's usage.
- 3.4 Access to Employer Facilities and Equipment
- A. Employee Orientations. At new employee orientations, the Employer shall provide the union with up to 60 minutes to make a presentation to all newly hired bargaining unit employees without undue interference. The union shall also be permitted to set up a table at the orientation to meet directly with newly hired employees before, after, and during breaks at the orientation. No newly hired employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation.
 - B. When the Employer does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.
 - C. The union shall be permitted reasonable access to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits. These meetings may take place at the Employer's facilities. These meetings may take place at a time and place set by the union, provided that they do not interfere with the Employer's operations.
- 3.5 Performance of Defined Union Activities

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

- A. Investigate and process grievances and other workplace-related complaints;
 - B. Attend investigatory meetings, hearings, and other due process proceedings;
 - C. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
 - D. Engage in collective bargaining;
 - E. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of MHCC CDFS and OSEA to discuss employment relations;
 - F. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees at employee orientations or at any other meetings that may be arranged for new employees;
 - G. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.
- 3.6 For purposes of this Article, “designated union representatives” shall include chapter executive board officers and union stewards.
- 3.7 Designated union representatives who require such accommodations or coverage must first notify their immediate supervisor to make any necessary arrangements.
- 3.8 The Employer shall not reduce a designated union representative’s work hours to accommodate the designated union representative’s performance of the activities listed above except to prevent an employee from working unauthorized overtime.
- 3.9 The Employer may grant members of the Union unpaid leave for attending conferences and other Union sponsored programs. Requests for time away from work for Union business must be submitted to the supervisor no less than two (2) weeks in advance of the requested time off. These leaves must be approved in advance by management and the Union will reimburse the Employer for its costs associated with granting this leave. All leaves of absence under Article 3.5 must be approved by the Director or designee.

ARTICLE 4

POSITION VACANCIES AND EMPLOYEE PROBATION PERIOD

- 4.1 Position vacancies will be posted, internally and/or externally, via email, bulletin boards or site notebooks for a minimum of five (5) days.
- 4.2 It is the practice of the Employer to promote existing employees. When existing employees apply for a vacant posting and meet minimum qualifications, the top three most qualified internal candidates as determined by the hiring manager and/or program management will be offered an interview.
- 4.3 The Head Start Director has final approval for all applicants recommended by the Hiring Committee.
- 4.4 An internal candidate hired into a higher level position will be placed at the step in the new classification that provides an increase of one step from their current wage amount or the first step of the new salary range, whichever is higher. No employee shall be paid at a rate higher than the last step of the pay level.
- 4.5 Probationary employees
- A. Probationary periods apply to the following employees:
1. All new full time employees,
 2. All new part time employees,
 3. All limited duration employees,
 4. All substitute employees,
 5. All employees new to a position excluding lateral transfers, and
 6. All employees returning to work after a break in service excluding employees recalled from a layoff.
- B. Probationary employees are subject to a probationary period of 130 working days. Probationary employees are not subject to the discipline language contained in this agreement and may be terminated or demoted during the probationary period for any reason deemed sufficient by the employer.
- C. Probationary employees will be evaluated during the probationary period. With Employer, employee and Union agreement, the probationary period may be extended in an effort to provide the new employee with full opportunity for success.
- 4.6 Every site will be staffed with at least one employee who is First Aid and CPR certified. The program's intention is that every classroom will be staffed with employees who have active First Aid and CPR certifications, however, there are instances in which this may be impossible and the implementation of this may take time as this intent is more restrictive than regulations. ESM's shall make every effort to provide coverage if the First Aid and CPR trained employee is absent.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 The parties will strive to resolve grievances at the lowest possible level.

5.2 Definitions:

- A. Grievance: an alleged violation of the terms of this agreement.
- B. Grievant: the person or persons making the claim.
- C. Parties directly involved: refers to the grievant, the administrator who made the decision or took the action that is being grieved, and any administrator who has given a decision in the grievance procedure.
- D. Days: refers to work days
- E. Representative: a Union member the grievant may choose to accompany and advise or assist them during meetings with management.

5.3 Time Limit for Filing:

The grievance process must be initiated as described below within twenty (20) days of the time when the grievant knew or should have known the alleged violation.

5.4 Steps:

A. Informal Step

The subject of a potential grievance will first be communicated with the immediate supervisor. The employee will describe the alleged violation of the agreement with their supervisor, identify the specific term(s) of the agreement that have allegedly been violated and specify the relief or remedy that will resolve the issue. If a meeting is needed, a Union representative may be present if requested by the employee for the purpose of assuring that resolution to the grievance is consistent with the terms of the agreement. Any final resolution involving contractual interpretation will be reached in consultation with Human Resources. Every effort will be made by all parties to resolve issues in the Informal Step. If no mutually agreed upon resolution is reached within ten (10) days of the communication, the grievance may be moved to the next step.

B. Formal Step

If the grievance is not resolved as a result of the Informal Step discussion with the immediate supervisor, a formal written grievance must be presented to the Head Start Director (or designee) within ten (10) days of the Informal Step communication. The written grievance will set forth the specific terms of the agreement that have allegedly been violated, specify a specific remedy that is being sought, and the reasons why the Informal Step conversation is being rejected as a means to resolve the dispute. The Head Start Director (or designee) shall

meet with the grievant to discuss the alleged violation within ten (10) days of receipt of the written grievance. The Head Start Director (or designee) will provide a written decision to the grievant within ten (10) days of the Formal Step meeting, unless this timeline is extended via mutual consent.

C. Arbitration

If the grievant is not satisfied with the Formal Step decision, the Union may submit the matter to arbitration. The Union must notify the Employer in writing of its desire to arbitrate within ten (10) days of receipt of the Formal Step decision.

The parties (or their representatives) shall attempt to mutually select an arbitrator. If they are unable, the parties will request a list of arbitrators from the Employment Relations Board. The parties will attempt to select a name from the provided list. If they are unable, the parties will alternately strike names from the list until one (1) name remains. The parties shall flip a coin to decide who will strike first.

In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association. The arbitrator shall also be bound by the rules of the American Arbitration Association in conducting the hearing and rendering his/her decision, provided that he/she will not have the power or authority to amend, modify, alter, add to or subtract from this agreement.

The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. A lawful decision of the arbitrator within his/her authority shall be binding upon the parties.

The arbitrator's fees shall be borne equally by the parties.

5.5 A settlement of any grievance under the grievance procedure above will be final and binding on the Employer, Union and the employee(s) involved. The time period specified in this article may be extended or modified by written mutual consent.

5.6 Contract Maintenance Committee

The Employer and the Union agree that the problem solving of issues at the lowest levels is in the interest of all parties.

In an effort to allow this, the parties agree to create a Contract Maintenance Committee ("CMC"). The Contract Maintenance Committee (CMC) will serve the purpose of clarifying and interpreting contract language and application of that language, but will not conduct bargaining. Procedures for accomplishing the task of interpreting contract language and application will be established through mutual agreement of the CMC membership.

The work of this committee is considered advisory and will not replace the grievance process as outlined above.

The CMC will operate with the following expectations:

- A. The President of the College and the President of the Union, or their designees, will each identify up to five (5) representatives that will comprise the CMC.
- B. The CMC shall meet monthly on paid time during normal working hours at a mutually agreed upon time and place.
- C. Meetings will not be scheduled more often than monthly without the consent of both parties.
- D. Either parties may submit agenda items. Agenda items should be submitted one week before the scheduled meeting, if possible. This is to allow parties to properly prepare and have productive meetings.
- E. Resource person(s) may be called in by mutual consent of the parties, upon request.
- F. If any change to contract language is achieved, it will be documented in a Memorandum of Understanding (MOU). The final MOU will be approved by the Union and the College. Agreed-upon MOUs may be temporary with a specified sunset date or will become part of the language of the contract for the remaining contract period. The parties may mutually agree to include language of the MOU in the next bargained agreement.

ARTICLE 6

DISCIPLINE AND DISCHARGE

- 6.1 No employee shall be disciplined without just cause.
- 6.2 Employees shall have the right to request a Union representative in any meeting with the employer that the employee determines may lead to disciplinary action.
- 6.3 The principles of progressive discipline shall be utilized when appropriate but any level of discipline, up to and including discharge, may be implemented as determined appropriate by the Employer. The levels of discipline are not necessarily sequential. Discipline may include, but not be limited to, one or more of the following: written reprimands; suspension with or without pay; demotion, or discharge.
- 6.4 Verbal counseling, documentation of verbal counseling, coaching, performance coaching, written plans for improvement, work directives, statements of job or performance expectations, plan of assistance, and performance evaluations are not considered disciplinary and are not subject to any of the provisions of this article or Article 5: Grievance Procedure.

ARTICLE 7

LAYOFF AND RECALL

No provisions of this article apply to substitutes

- 7.1 In the event of a need for a reduction in force, an elimination of positions, or any reorganization of the Head Start program resulting in the elimination of positions covered by this agreement, employees will be laid off within each position by inverse order of seniority, except for a defined operational need or requirement necessary to achieve or maintain Head Start regulations. In the event of hire on the same date, names will be drawn to determine seniority.
- 7.2 Seniority for full time and part time employees is defined as the length of continuous employment with Head Start in a full time or part time position covered by the terms of this agreement. Continuous service is determined by the date the employee began work in a full time or part time position covered by this agreement, provided such service has not been interrupted by any of the following:
1. Termination of employment, if not rehired within one (1) year;
 2. Layoff extending beyond two (2) years will be excluded from the continuous service calculation.
- 7.3 Head Start will provide impacted employees with as much notice as possible but at least one (1) calendar month notice of lay off. The Association should be notified as soon as practical of the possibility of impending layoffs.
- 7.4 Full time employees may bump either full or part time employees. Part time employees may only bump other part time employees or assume a vacant part time position, if qualified for the position. An employee who has received notice of layoff may notify the Head Start Director (or designee) within five (5) working days of receiving the layoff notice of a desire to bump. An exception may be made for operational need or requirement necessary. The bumping sequence is defined below:
- A. A vacant, available position at the same level or lower within the same job family as specified in Appendix A, for which they are fully qualified without additional training;
 - B. The least senior employee in an equivalent or lower level position within the same job family as specified in Appendix A for which they are fully qualified without additional training;
 - C. The least senior employee in the same or lower level position they have previously held with MHCC's Head Start or Early Head Start for which they are fully qualified without additional training.
- Exceptions to the parameters outlined above may be granted at the discretion of the Head Start Director or designee for a defined operational need or requirement necessary to achieve or maintain Head Start regulations.
- 7.5 Laid off employees shall be placed on a twenty four (24) month recall list. Employees are responsible for ensuring that the employer has updated contact information on file throughout

the recall period. Employees will be recalled by position. Full time employees may be recalled into full time or part time positions. Part time employees may only be recalled into part time positions.

No new employees shall be hired into a classification which has experienced a layoff and continues to have employees on a recall list who meet all current qualifications without further training.

- 7.6 Employees who decline recall to an equivalent position or who do not respond to an offer of recall within seven (7) calendar days shall be removed from the recall list. Failure to respond to or accept the position will be considered a voluntary resignation. However, as an exception, employees on recall may decline one (1) offer of employment which does not provide 80% of the employee's former compensation. Under these circumstances, an employee will not forfeit his/her recall rights.
- 7.7 Full time employees recalled into a part time position retain recall rights to full time positions as they become available throughout the entire twenty four (24) month recall period.
- 7.8 An employee may be removed from the recall list upon written request.

ARTICLE 8

PERSONNEL RECORDS

- 8.1 An employee's personnel file will be maintained by Human Resources and shall not contain any written disciplinary action that does not bear the employee's signature or initials indicating that the employee has been shown the material or a statement by a supervisor that the employee has been shown the material and that the employee has refused to sign. An employee shall have the right to attach a written response to any disciplinary material contained in their file within thirty (30) calendar days of their knowledge of such material.
- 8.2 An employee may request to have detrimental material expunged after it has existed in the file for three (3) years, except:
- A. Material which is presently involved in disciplinary hearings or pending litigation
 - B. Material that is otherwise required by law to be maintained
 - C. When the personnel file contains documentation related to a subsequent incident of the same type
 - D. Performance evaluations
- 8.3 Upon reasonable notice, a Union representative shall be able to examine an employee's personnel file if written permission from the employee is provided.
- 8.4 Upon reasonable notice, an employee may examine their personnel file upon submission of a written request to the Human Resources office. The inspection shall take place in a private location provided by the employer during normal business hours. No portion of the file may be removed by the employee but the employee may request copies of material contained in the file. The employer may require the inspection take place in the presence of an employer designated agent.

ARTICLE 9

HOURS OF WORK/WORK WEEK/BREAKS/MEAL PERIODS/COMPENSATION

9.1 Work Schedules

- A. The work week begins at 12:00 AM on Saturday and ends at 11:59 PM on Friday.
- B. By May 31st of each year, the Head Start Director (or designee) will provide all employees with a copy of program calendars, the program intended start date, and the employee anticipated start date.
- C. The Employer will provide position calendars by June 1st. It is understood that program changes and grant funding can affect working calendars and updated calendars may be necessary.
- D. Until the implementation of a new time management software, which would eliminate the need for individual service calendars, by July 31st of each year the Head Start Director (or designee) will provide each full-time employee with their service calendars.

9.2 Overtime, including compensatory time and time worked beyond the employee's assigned schedule, must be approved in advance by the employee's supervisor. Compensatory time shall be utilized within the same pay period as earned. Any compensatory time not utilized within the same pay period will be paid in that pay period's payroll.

9.3 Non-exempt employees who are required to work beyond a forty (40) hour work week in any 168 hour period beginning Saturday at 12:00 AM, will receive overtime compensation for such time worked in excess of forty (40) hours at the overtime rate of time and one-half (1 ½) their hourly base rate or, at the employee's written request, will be granted compensatory time off at the rate of one and one-half (1 ½) times the amount of time worked in excess of forty (40) hours. No leaves shall apply in the calculation of overtime.

9.4 Each non-exempt employee shall receive a paid rest period of fifteen (15) minutes for each period of consecutive service exceeding two (2) hours and up to four (4) hours. Such rest period should occur near the midpoint of the work segment if possible. Rest periods may not be added to the beginning or end of a meal period or be deducted from the beginning or end of a work shift in order to reduce the length of a work period.

Each non-exempt employee who is scheduled to work six (6) hours per day or more shall receive an uninterrupted, unpaid meal period of one half (1/2) hour. Such time will be scheduled by the employee's supervisor and should occur near the midpoint of the shift.

Length of Work Period	# of Rest Periods	# of Meal Periods
2 hours or less	0	0
2 hours 1 min – 5-hours 59 min	1	0
6 hours	1	1
6 hours 1 min – 10 hours	2	1
10 hours 1 min – 13 hours 59 min	3	1

Exempt employees' work schedules shall be flexible in order to meet program needs. Exempt employees shall coordinate their rest breaks and lunch break schedules with their coworkers' schedules and program needs in mind.

9.5 Workload Prioritization

An employee may submit a written request, to their supervisor for assistance in establishing or adjusting priorities to carry out work assignments. The supervisor will respond to the request within five (5) working days. The employee may request a written response from the supervisor.

Other duties assigned shall be tasks that are not described in your job description and shall be defined as infrequent and at irregular intervals.

9.6 Salary Schedule

- A. The salary schedule shall include step increases of 1.35% between each step. If an employee's current rate is higher than the top of the range for their classification, they will be red-circled at that rate and will not receive a COLA increase.
- B. Any minimum wage or other legally required adjustments to the salary schedule will be applied by the College.
- C. The wages negotiated in the salary schedule may be increased by the College.
- D. For the 2021-22 fiscal year all eligible staff not red-circled in their salary range will receive a 1.22% COLA increase. In each subsequent year of this contract both parties agree to meet annually, no later than 45 days before the COLA grant application is due, to work collaboratively with the union allowing for input and consideration regarding how any Federal COLA (if applicable) could be applied according to Federal COLA requirements. If a mutual agreement cannot be reached, then any Federal COLA (if applicable) will be applied to the salary schedule effective July 1 of each year of the agreement. Both parties recognize that the Agency is restricted by specific Federal requirements as to how certain monies may be allocated.

9.7 Step Increase

- A. Effective July 1, 2021 eligible employees will receive a step increase (1) on July 1 of each year of this contract unless they are at the top of the salary schedule. However, an employee who is hired between February 1 and June 30 will not be eligible for the step increase in July.
- B. No employees wage shall be reduced by the new Salary Schedule found in Appendix B. Employees with a base wage above the top step shall remain frozen at their current wage until the salary step scale rises above their current wage.
- C. At the time of the hiring of an employee, the Agency shall designate the proper placement of the individual on the appropriate salary/wage schedule on the basis of the employee's experience, education and qualifications.

9.8 Longevity Pay

- A. All regular part-time or full-time employees will qualify for a longevity pay at the completion of ten (10) years of continuous employment with the employer. Longevity pay will be calculated as of the last pay period of the calendar year. Longevity pay will be an annual payment as follows:

	10-14 years Continuous Service	15-19 years Continuous Service	20+ years Continuous Service
Last pay period of the calendar year	\$200	\$250	\$300

- B. "Continuous Employment" is determined by the date the employee began work in a full time or part time position covered by this agreement, provided such service has not been interrupted, except for any of the following:
1. When there has been a layoff, and the employee returns within one (1) year, the employee will receive credit during the break in calculating eligibility for longevity pay.
 2. Layoff extending beyond one (1) year but lasting no more than two (2) years will receive credit for service before and after the break, but not during the break in calculating eligibility for longevity pay.
 3. Employees rehired within one (1) year of separation.
- C. Substitute employees will not be considered regular employees, as defined in 9.8.A for the purposes of calculating "Continuous Employment" and will not qualify for longevity pay.

9.9 Work performed at home must be approved in advance by the supervisor. To the extent that the employee is able to perform any or all of the employee's regular duties from the employee's residence, the employer may authorize an employee to telecommute from home, but only to such extent as the employee's access to work materials and equipment allows and only during the employee's regularly scheduled workday and work hours. Written confirmation of any telecommuting arrangement shall be provided to the employee who is authorized to perform work remotely. Approval or disapproval of any telecommuting arrangement is at the Employer's sole discretion and is not subject to the grievance process. The reasons for any denial will be provided to the employee in writing at the time of the denial.

9.10 Bilingual/Multilingual Pay Premium Incentive

Employees who are hired, promoted, or voluntarily transfer into a position which requires the use of bilingual skills shall be paid a premium incentive of 5% of base hourly wage for all hours worked. Bilingual skills shall mean fluency in written and spoken communications, or fluency in ASL for the translation to and from English, the interpretation of another language or the use of sign language. If the employee is fluent in more than one language other than English they may fill out an additional Bilingual Pay Form for each language. If it is determined by the Employer that

there is a business need for an employee to speak this language, the Employee may be approved by program management to provide bilingual skills for that additional language. The employee will receive an additional premium incentive of two percent (2%) of base salary wage for all hours worked for each additional language approved by program management.

With the approval of the supervisor, employees may volunteer themselves as bilingual employees by filling out an Application for Bilingual Pay form. These employees shall receive the incentive as per the above, retroactive to the date of the application for the premium incentive.

This incentive will end June 30 each year. Every year, the need for the bilingual skills will be reassessed. If an employee is reapproved for the incentive, it shall be retroactive to the time the Employee would have been entitled to the incentive (i.e., when the child in need of bilingual services was placed in the classroom). However, at no time will the retroactivity of the Premium Incentive extend into the previous fiscal year. Nothing shall prevent the employer from ending the bilingual pay incentive with 30 days' notice to the employee.

9.11 Working out of classification.

When an employee is temporarily assigned duties in a higher classification for a period of longer than five (5) consecutive working days, they shall be compensated at the rate of 105% of their current rate or the equivalent of the first step in the higher pay range, whichever is higher, for the entire duration of the assignment. Out of classification pay is only for the time spent performing duties of the higher classification. If it is determined that the assignment will extend beyond five (5) working days, the employee will receive written notice of the assignment which will include the anticipated duration of the assignment and the expected rate of pay.

9.12 Employees who are designated FLSA exempt employees will be required to work an assigned schedule but this schedule may vary and will be determined by the supervisor. The work schedule may be flexible in order to meet the needs of the program. Generally, an exempt employee will be required to maintain the overall forty (40) hour week (or pro-rated FTE portion thereof).

9.13 When an enrolled child or children requires assistance from a staff member to administer prescribed medications or advanced medical procedures of care on a regular basis that require additional individualized medical training from the Head Start nurse and a written medical plan, an employee may be assigned in writing the duty to assist and perform such administration. These procedures include, but are not limited to, insulin injections, and feeding tubes. A maximum of two (2) designated staff will each receive a monthly stipend of fifty dollars (\$50) for the duration of the assignment.

9.14 Lead Teacher Premium Incentive

Employees who are assigned Lead Teacher duties, shall be paid a premium incentive of 5% of base hourly wage for all hours worked. Lead Teacher duties will be assigned in writing, and will only continue for the time period specified in the offer letter for these duties.

9.15 Home visits shall end at 7:00 PM or later at the discretion of the employee in consultation with their manager.

9.16 Mileage Reimbursement

All employees who are required, in the course of their work, to drive personal vehicles to conduct authorized Agency business shall be paid mileage at the current IRS reimbursement rate. Employees shall receive email confirmation within five (5) business days of submitting a mileage reimbursement form. Employees shall be reimbursed within 30 days of properly submitting their mileage reimbursement forms.

ARTICLE 10

PAYROLL

- 10.1 All employees will be paid once per month, at a minimum. Employees have the option to have their check direct deposited into a bank account of their choice or to have a payroll check issued. For employees who elect to have a payroll check issued, the Employer will mail payroll checks by 3:00 PM on payday to the employee's home address on file.
- 10.2 Time and Attendance System
- A. Currently, a full-time employee's monthly gross pay is calculated by taking their total fiscal year salary and dividing it into equal payments based on the employee's work schedule and payment option. Full time employees working less than twelve (12) months may request that their annual salary be divided and paid in twelve (12) equal checks. Employees working less than fifty (50) percent of the possible scheduled hours in their first month of employment or the first month of the fiscal year will be paid for actual time worked for that month. Equal monthly payments will begin the following monthly payroll.
- 10.3 When the Employer implements a semi-monthly payroll the parties agree to the following:
- A. Full-time non-exempt employees shall be paid based on hours worked and paid leave used during the previous pay period.
- B. Exempt employees
1. Full year exempt employees shall be paid based on the total fiscal year salary divided into equal payments
 2. Part year exempt employees shall choose to have the total fiscal year salary divided by the pay periods within the work year, or divided by the pay periods within the work year plus the months of July and August.
 3. Employees whose start date does not coincide with the first date of a pay period will be paid based on actual time worked and paid leave used during the pay period. Equal payments will begin the following payroll.
- C. The Employer agrees to provide opportunities to learn how to work with the new time and attendance system and related expectations to be scheduled when the time and attendance system is fully implemented or until at least six months after the system is implemented, whichever is later.
- 10.4 Pay for employees working less than full time per the definition in article 1.3 shall be paid based on actual hours worked in the previous pay period.
- 10.5 Over Payment and Under Payment
- A. In the event an employee receives wages or benefits from the Employer to which the employee is not entitled, the Employer will notify the employee and an OSEA Field

Representative in writing of the overpayment which will include information supporting that an overpayment exists, the amount of wages and/or benefits to be repaid, and the rights of the employee under the terms of this Agreement.

- B. For the purposes of recovering overpayments, the following shall apply:
1. The employee and the Employer will meet to attempt to reach a mutual agreement on a repayment schedule within 10 working days from the date of notice as described in 10.5.A. No deduction will be made until after this meeting takes place and a mutual agreement has been reached, or the 10 working days expire without mutual agreement.
 2. Repayment may be made by wage deduction, cash or check only by mutual agreement.
 3. The following criteria will be utilized for handling overpayments and repayments as referenced above; If no mutual agreement is reached, or the employee refuses to meet within 10 working days of the date of notice of an overpayment was given, the Employer will implement the repayment schedule via payroll deduction as follows:
 - i. If an overpayment is equal to or less than seven and one-half percent (7.5%) of the employee's base salary for the pay period, the overpayment will be recovered in a lump-sum deduction from the employees next paycheck, or
 - ii. If an overpayment is greater than seven and one-half percent (7.5%) but less than 50% of the employee's base salary for the pay period, the entire balance of the overpayment will be recovered in equal amounts over 12 months, or
 - iii. If an overpayment is more than 50% of the employee's base salary for the pay period, the entire balance of the overpayment will be recovered in equal amounts over 24 months.
 - iv. If the repayment amount is under \$10,000, the parties agree there will be no attempt to recuperate funds from any overpayment made by the employer more than six (6) months preceding the notice of overpayment.
 4. If an employee leaves the Employer before the Employer fully recovers the overpayment, the remaining amount will be deducted from the employee's final check. If the overpayment exceeds the amount of the employee's final paycheck, the employee will be invoiced for the balance.
 5. Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in this Agreement.

- C. For the purposes of underpayment the following shall apply:
1. If an employee does not receive the wages or benefits to which the College agreed the employee was entitled, the College shall notify the employee in writing of the underpayment within seven (7) business days. This notification will include information showing that an underpayment exists and the amount of wages or benefits to be paid.
 2. When an employee discovers an underpayment error, the employee shall notify Human Resources in writing. This notification will include information showing that an underpayment exists.
 3. When the undisputed underpayment represents less than five percent of an employee's gross wages, the amount will be paid on the next regular payday. If the underpayment represents more than five percent of an employee's gross wages, the amount must be paid within three (3) business days from when the Employer received notice of the underpayment.

ARTICLE 11

CLOSURE, CANCELLATION, AND DELAYED OPENINGS

- 11.1 Inclement weather and / or other emergent situations may result in one of the following for the Head Start program or specific worksites:
- A. Closure: no students and no staff
 - B. Cancellation: no students, full time staff report
 - C. Delayed opening, morning classes canceled, all full time staff report at the designated time.
 - D. Early release
- 11.2 If the agency is closed for up to one full day, full time staff will be paid for their regularly scheduled hours. Closures extending beyond one full day may be unpaid, paid or may be made up at a later date in the same school year at the discretion of the Head Start Director.
- 11.3 During a cancellation or delayed opening, full time staff members are to report to work at the designated time. If a full time employee is unable to report to work at the designated time, they must contact the supervisor as early as possible. Time loss for hours missed due to being unable to report at the designated time will not be paid but may be covered by accrued paid vacation.
- 11.4 If the agency determines it is necessary to close programs or worksites early, staff may not be released early as determined by the Head Start Director or designee. Full time staff released early will be paid for the full number of hours of their regular schedule for that day.

ARTICLE 12

EARLY RETIREMENT BENEFITS

- 12.1 Full time employees who retire shall have only those early retirement benefits stated in the collective bargaining agreement in effect on their retirement. The parties understand and acknowledge that benefit levels, benefits eligibility, and the length of time the retiree receives benefits under this provision may change after the employee retires in accordance with the terms contained in successor agreements. The retiree will be subject to those changes.
- 12.2 Full time employees of age 55 years or older, who have served the College/Head Start for a minimum of ten (10) years of continuous service immediately prior to retirement and provide evidence they will begin receiving PERS retiree benefits immediately upon leaving employment shall be eligible for the following:
- A. Tuition waivers and swim passes as specified in Article 15.
 - B. To continue to participate in the College's medical, dental, vision and life insurance plans. The College shall contribute toward premium costs a monthly amount of up to \$800.00. This amount may be utilized for any coverage(s) selected by the retiree, including coverage for self, spouse, IRS dependents, and/or domestic partner, provided they meet eligibility standards. Retiree will be responsible for any remaining monthly premium cost in excess of the College contribution for all levels of coverages selected.
 - C. The Employer contribution toward premium costs terminates when the employee reaches age 65 or becomes Medicare eligible, whichever comes first. The retiree, spouse, IRS dependents, and/or domestic partner may then choose to continue on the Employer's retiree policy on a fully self-pay basis.
- 12.3 It is the employee's obligation to ensure they meet the eligibility requirements. If requirements are not met, the employee forfeits rights of coverage.
- 12.4 Employees are expected to provide at least 90 calendar days' notice of retirement, if possible.

ARTICLE 13

HEALTH INSURANCE

13.1 The Employer will make available to full time employees medical, pharmacy, vision and dental benefit plans. The Employer retains the right to add, delete or modify any or all of the benefit plans available under this article at its discretion. Prior to any change, the College will meet and work collaboratively with the union allowing for input and consideration from the union prior to implementation.

For the term of this agreement the employer will contribute the amounts shown below toward the premium costs of selected coverages. The employee shall pay the difference between the employer’s annual contribution and the total annual premium cost of the coverage at the tier selected by the employee from their paychecks in the benefit payment plan year.

If the employer’s contribution exceeds the premium cost for the tier selected the employer will pay only the actual cost of the premium.

Employees who choose to “opt out” of available insurance coverage shall not receive any portion of the premium contribution in lieu of participation.

Dental

The employer’s maximum annual contribution to Dental coverage is as follows:

Employee Only	\$ 574.92
Employee Only + Child(ren)	\$ 1,282.32
Employee + Spouse/Domestic Partner	\$ 1,138.44
Family	\$ 1,891.20

Vision

The College will contribute 100% of the costs toward the monthly premiums of any of the vision plans offered.

Medical

The employer’s maximum annual contribution to the medical coverage premium is as follows:

Employee Only	\$ 6,360
Employee Only + Child(ren)	\$ 11,820
Employee + Spouse/Domestic Partner	\$ 13,620
Family	\$ 19,080

- 13.2 This section applies only to employees who choose an HSA compliant plan: The College will contribute the following annual amounts:

Employee Only	\$ 5,940
Employee Only + Child(ren)	\$ 11,028
Employee + Spouse/Domestic Partner	\$ 12,732
Family	\$ 17,808

Additionally, the employer will contribute any premium savings between the premium cost for the HSA plan and the stated amounts above to a health savings account (HSA) up to the maximum allowed by federal law, excluding the “catch-up” for employees over the age of 55.

- 13.3 The employer will only pay the premium portion for medical, dental and vision coverage for a spouse/domestic partner and/or eligible dependents if they are not covered under another policy. If employees elect to have double coverage for a spouse/domestic partner or eligible dependent, they will be required to have the total additional premium associated with the double coverage deducted from their payroll check each month.
- 13.4 The employer will pay for and maintain life insurance (\$50,000), Accidental death and Dismemberment (AD&D), and Long Term Disability (LTD) insurance for all full-time employees. Long term disability claim payments begin after a 90 day elimination period. The maximum income replacement amount is 66 2/3 % of monthly salary; the benefit may be adjusted based on other income received by retirement benefits.

ARTICLE 14

PERS

- 14.1 The College will pay the employee contribution for the Oregon Public Employees Retirement System (PERS) for each eligible employee.

ARTICLE 15

ADDITIONAL BENEFITS

- 15.1 Full time employees, their spouses, domestic partners and children through the age of 23 who qualify as legal dependents will be entitled to tuition-free enrollment in MHCC courses. All fees are the responsibility of the employee.

The employer will pay the following fees for hiring requirements and renewals: health appraisal, First Aid/CPR, Recognizing Reporting Child Abuse & Neglect, CDL, School Bus License, CDA application fees and Food Handler's Card, as authorized through designated provider. The employer will pay for the initial enrollment and the cost of renewal in the Criminal Background Registry for all eligible employees.

- 15.2 Full time employees and dependents have free access to the MHCC swimming pool during open recreation sessions. Swimming classes through the American Red Cross Learn-to-Swim program are not free under the tuition waiver plan or the swim pass. Employees are responsible to pay for the classes.
- 15.3 The employer provides full-time employee's access to a designated Employee Assistance Program.
- 15.4 Part-time hourly employees who worked a minimum of four hundred (400) hours in the immediate past fiscal year (July-June), and who reasonably expect to continue at that same level of employment, are eligible for a three (3) credit waiver during each term of employment.
- 15.5 Part-time hourly employees (non-substitute employees) may apply for optional training through the employer's Child Care Resource and Referral program. If approved, up to two (2) classes will be made available per year at no cost to the employee. These training programs are on non-paid time.
- 15.6 Substitute employees who have completed fifty (50) hours of work in a fiscal year may apply for one (1) optional training class per year through Child Care Resource and Referral program at no cost to the employee. This training program is on non-paid time.

ARTICLE 16

LEAVES

All leaves below apply only to full time employees unless designated by law or otherwise specified.

16.1 **Bereavement Leave.** All employees who are eligible for bereavement leave under the Oregon Family Leave Act, are eligible for up to ten (10) days of leave for bereavement as per the Oregon Family Leave Act regulations. The Employer will grant the first three (3) days as paid bereavement leave. Upon approval employees may take the additional seven (7) days as either leave without pay or using accrued vacation or sick leave.

16.2 **Personal Leave.** All full time employees are entitled to the equivalence of two (2) work days of personal leave per fiscal year, which may not accrue from year to year. These hours have no compensable value upon separation from employment.

Requests for personal leave must be made, in writing, through the immediate supervisor at least one week in advance of the day or days requested, if possible.

16.3 **Civil Duty Leave.** Any employee serving on jury duty will give to the College any compensation for this service (excluding mileage) but will receive a regular paycheck provided the following criteria are met:

- A. The employee must present a copy of the call to jury duty notice.
- B. The Employer reserves the right to petition for removal from jury duty if, in the Employer's judgment, the operating requirements for the program would be hampered.
- C. Pay for time missed must be for scheduled time actually missed due to jury duty. Documentation must be provided.
- D. Employees are to report to work/contact a supervisor upon early release from jury duty each day to determine if return to work is needed.

16.4 **Unpaid Leave.** All cases not covered by other types of leave and which involve hardship shall be given individual consideration. The Director of Head Start may approve unpaid leaves not exceeding ten (10) business days. Any requests for leaves longer than ten (10) business days requires College President (or designee) approval. This is not subject to the grievance procedure.

16.5 **Family Medical Leave.**

- A. All employees who are eligible for Family Medical Leave may take leave in accordance with the Federal Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA).
- B. Employees must exhaust accrued sick leave, vacation and compensatory time for approved FMLA/OFLA leave. Leave without pay will only be granted for approved FMLA/OFLA qualified absences after all leave is exhausted, except for forty (40) hours of vacation which may be reserved at the employees written request.

16.6 **Holiday Leave.** Employees shall be paid eight (8) hours for each of the following holidays which fall within their service calendar: Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, and Juneteenth (June 19th). If a holiday falls on a Saturday, Friday will be the observed holiday. If a holiday falls on a Sunday, Monday will be the observed holiday.

An employee will forfeit holiday pay under the following conditions:

- A. Failure to report to work or to give appropriate notice of absence for the shift before and after the holiday.
- B. When an employee has given notice of employment separation that does not provide for at least one actual working day after the holiday.
- C. During a period when an employee is suspended without pay due to disciplinary action.
- D. During leave without pay.
- E. During scheduled recess periods on service calendar. For example, an employee whose annual work schedule does not begin until the day after Labor Day will not receive holiday pay for Labor Day.

16.7 **Military Leave.** Such leave will be granted in accordance with Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and ORS 408.290.

Benefit for public employees on temporary active duty: The employer shall honor ORS 408.290 when employees take leave to participate in qualifying active duty trainings and for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve, or of any reserve component of the Armed Forces of the United States or the United States Public Health Service, any officer or employee of the state, or of any county, municipality or other subdivision of the state, is entitled, upon application therefore, to a leave of absence from duties for a period not exceeding 15 days in any one training year, without loss of time, pay or regular leave and without impairment of efficiency rating or other rights or benefits to which the officer or employee is entitled.

16.8 Workplace protections for any employee who is the victim of domestic violence, sexual assault, or stalking will be provided as required by law. Employer will provide reasonable safety accommodations to employees who are victims of domestic violence, sexual assault, or stalking (DVSAS).

16.9 **Sick Leave.** Full time employees working 1.0 FTE will accrue sick leave at the rate of eight (8) hours per month. Full time employees who work less than 1.0 FTE but more than .50 FTE will accrue leave on a prorated basis. For example, an employee working 0.75 FTE receives six (6) hours per month (8 hours x 0.75 FTE= 6 hours).

New full-time employees will receive 80 hours of sick leave upon hire to the College. All other employees working less than .50 FTE will earn sick leave consistent with Oregon law (currently 1 hour for every 30 hours worked up to 40 hours per year).

Employees begin to earn sick leave upon hire. Sick leave may be utilized upon accrual.

Employees who demonstrate patterns of sick leave use not supported by medical need and suggesting abuse of leave may be subject to investigation and disciplinary action.

If possible, at least two (2) hours prior to the beginning of each shift, an employee must notify the supervisor of any absence due to illness. If the employee has reasonable cause to believe that they will be ill for several days, they should inform the supervisor.

To ensure the proper use of sick leave,

- A. An employee may be required to furnish a medical providers certificate of proof of illness for recurring or frequent absences of five (5) or more days. Upon request, the employer will reimburse employees for copays associated with management's request for doctor's return to work certification.
- B. An employee may elect to use their accrued vacation days to cover absences in excess of their accrued sick leave.
- C. Absences due to illness not covered by sick leave, vacation, or approved leaves will be considered unauthorized absences and may result in disciplinary action.
- D. Accrued sick leave may be used for any absence from employment that is due the employee's mental or physical illness, injury or health condition, necessity for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care, or any other instance covered by state or federal law.

16.10 An employee may elect to use vacation days to cover absences in excess of accrued sick leave.

16.11 If possible, at least two (2) hours prior to the beginning of each shift, an employee must notify the supervisor of any absence. Absences that are not covered by sick leave, vacation, or pre-approved paid or unpaid leave may be considered unauthorized and result in disciplinary action up to, and including, dismissal.

16.12 An injured worker receiving Workers' Compensation time loss benefits may choose to supplement such benefits on a prorated basis with accrued sick leave, not to exceed one hundred (100) percent of regular gross salary.

ARTICLE 17

VACATION

- 17.1 Full time Head Start employees will accrue paid vacation on a monthly basis. Employees hired at less than 1.0 FTE but more than 0.50 FTE will accrue paid vacation on a prorated basis for that position. If an employee does not pass the probationary period and is not given regular status, any unused vacation time will not be paid out at termination.

The vacation accrual rates are as follows for full-time 1.0 FTE employees:

<u>Months employed</u>	<u>Annual Accrual</u>
0 – 23 Months	15 Days
24 – 47 Months	16 Days
48 – 71 Months	17 Days
72 – 95 Months	18 Days
96 Months +	20 Days

An increase in the accrual amount will begin on the first day worked of the year in the chart. For example, once an employee works 24 months (2 years) the next month they will begin accruing at a rate of 16 days per year.

- 17.2 Vacation may be utilized after completion of the probationary period with approval of the supervisor.
- 17.3 Maximum carry over each July 1 is the greater of 120 hours or the equivalent of one (1) year's accrual. There is no annual payout option for year round employees.
- 17.4 Each school year, for those employees working less than twelve (12) months, accrued unused vacation hours as of May 30 may be either paid as wages in the last regular June payroll or carried over to the following year.
- 17.5 All requests for vacation that are not included in the annual service calendar (i.e., assigned vacation periods) must be submitted to the supervisor no less than three (3) weeks in advance for approval if the request is for three (3) days or more. Requests for two (2) or fewer days must be submitted not less than one (1) week in advance of the date requested. Vacation requests during pre-service, in-service, and at the beginning of the school year may not be granted.
- 17.6 All accrued, unused vacation will be paid in an employee's final paycheck.
- 17.7 If a paid holiday occurs during an employee's vacation period, that day will not be considered a vacation day.

ARTICLE 18

EMPLOYER PREROGATIVES

- 18.1 It is the intention hereof that all the rights, powers, prerogatives, and authorities that the Employer had prior to the signing of this Agreement are retained by the Employer except those delegated, granted, or modified by this Agreement, and only to the extent that they are specifically abridged.
- 18.2 It is understood and agreed that the Employer has all the customary and usual rights, powers, functions, and authority of management, unless expressly limited by this Agreement.
- 18.3 The Employer has the sole right, at its own discretion, unless otherwise expressly provided by the terms and conditions of this Agreement, including the following:
- A. To determine the number of employees to be employed in each department or division, operation, or shift, and in the Employer as a whole.
 - B. To establish, change, or modify Board Policies and/or Employer Regulations.
 - C. To increase or diminish, change or discontinue operations, programs, jobs, and personnel, in whole or in part.
 - D. To hire, suspend, discharge, promote, demote, transfer, and discipline employees.
 - E. To determine and direct employees in their duties.
 - F. To discharge any employees at any time for cause in accordance with the provisions set forth in Board Policies and Employer Regulations, or as stated in this Agreement.
 - G. To lay off employees at any time for financial, regulatory, or other legally required reasons.
 - H. To authorize temporary work or part-time help for a designated period of time not connected with the regular operation of the Employer, to be performed by any outside person, firm, or corporation whatsoever, selected by the Employer.
 - I. To judge the efficiency and competency of all employees in the performance of their assigned work.
 - J. To increase or change the content or substance of any assignment, which is not limited by any other provision(s) of this Agreement, provided such change does not thereby make the assignment more than a reasonable full-time assignment. The Union has the right under the grievance procedure to question whether any such change or increased job (assignment) has become more than a reasonable full-time job.
 - K. To determine the financial policies of the Employer, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 - L. To determine the management, supervisory, or administrative organization of each program or facility in the system and the selection of employees for promotion to supervisory,

management, or administrative positions.

M. To maintain discipline and control and use of the employer's system, property, and facilities.

N. To determine rules or measures for safety, health, and property protection when legal responsibility of the Employer or other government unit is involved.

18.4 Except for state law, including the Public Employees Collective Bargaining Act, nothing in this Agreement limits in any way the Employer's contracting or subcontracting of work or requires the Employer to continue in existence any of its present programs in their present forms and/or location or on any other basis.

Before the Employer contracts or subcontracts out work that displaces or reduces the hours of existing positions covered by this agreement, the Union will be advised in writing thirty (30) days in advance. The Union will have the opportunity through its representative to present its views on the proposal to the Head Start Director before a final decision is reached.

18.5 The foregoing enumeration of the functions of the Employer are not to be considered to exclude other functions of the Employer not specifically set forth; the Employer retains all functions and rights to act not specifically nullified by this Agreement.

18.6 During each fiscal year, MHCC will invite the Union Field Representative and President to meet to work collaboratively with the Union allowing for input and consideration for grant applications exceeding \$250,000 for Head Start and Oregon Pre-Kindergarten.

ARTICLE 19

FUNDING

All positions covered by this agreement and all associated wages and benefits are funded under contracts or grant(s) and are contingent upon continuing receipt of funding.

The Program's staffing levels, employment obligations and all positions covered by the agreement are subject to elimination or reduction at any time that the funding for the program or grant(s) is terminated or reduced without review and without recourse to any provisions of this agreement, except those specifically enumerated in Article 7 Layoff and Recall.

ARTICLE 20

NO STRIKE – NO LOCKOUT

Both parties agree to abide faithfully by the provisions of this Agreement and the Board Policies, College Regulations and Program Policies. The Union agrees not to engage in a strike during the term of this Agreement. The Employer agrees not to engage in a lockout during the term of this agreement.

ARTICLE 21

SICK LEAVE BANK

The College will permit full time employees to transfer accrued but unused sick leave hours to the Union's Sick Leave Bank. Part time employees are ineligible to transfer accrued but unused sick leave nor are they eligible to use Sick Leave Bank donated time. The Sick Leave Bank will be administered by the Union.

- 21.1 An employee may request a donation from the Sick Leave Bank when they have exhausted their own accrued sick, vacation leave and compensatory time and have been approved for a FMLA and/or OFLA qualified medical leave, for their own serious health condition. The Union will notify the employee of the number of Sick Leave Bank hours to be transferred from the Sick Leave Bank. Sick Leave Bank hours will be allocated on a first-come first-awarded basis.
- 21.2 The Employee Sick Leave Donation Form, provided by the Union, must be submitted to Human Resources and must contain the name and signature of the employee wishing to donate sick leave hours as well as the number of hours being donated to the Sick Leave Bank.
- 21.3 The Union's Sick Leave Bank Chairperson prior to the 15th of each month will provide Human Resources with a list of each individual receiving sick time and the specific number of hours to be awarded to each individual.
- 21.4 No more than forty (40) hours may be donated by any one employee per fiscal year.
- 21.5 A running sick bank total amount will be kept in a spread sheet accessible to both the union and the employer. After the hours are transferred from the Sick Leave Bank to an employee, any hours used will be paid at the receiving employee's hourly wage at the time of the use of such hours.
- 21.6 No employee may receive more than four hundred eighty (480) hours during his or her employment. In addition, no employee may receive more hours than needed for the absences caused by the employee's serious health condition covered by an approved FMLA and/or OFLA qualified leave.
- 21.7 At the conclusion of the FMLA and/or OFLA period, any unused hours will be returned to the Sick Leave Bank. This process will be managed by the Union's Sick Leave Bank Chairperson. The Union Sick Leave Bank Chairperson shall be responsible for reconciling the Sick Leave Bank total.
- 21.8 The Union's Sick Bank Chairperson and the Human Resource office shall work collaboratively to manage the total hours used and returned by each employee.
- 21.9 The College shall not assume any tax liabilities that would otherwise accrue to the employee. Any sick leave bank decisions made by the Union are not subject to the grievance process in this Agreement.

ARTICLE 22

HEALTH AND SAFETY

- 22.1 The Mt. Hood Community College Head Start Programs (MHCC HS) shall maintain a safe work environment and safety committees in accordance with its obligation under ORS Chapter 654, Occupational Safety and Health and ORS 437, Oregon Occupational and Safety and Health Division.
- 22.2 The college will, at least annually, advise employees of the name and telephone number of the employer's Safety Representative.
- 22.3 Safety Devices - Proper safety devices shall be provided by the Employer for all employees engaged in work where such devices are necessary to meet the requirements of the Occupational Safety and Health Administration and state law.

The Employer will ensure that workplaces, at a minimum, meet legal standards for health and safety in accordance with state law.

- A. If proper safety devices are not functioning, the employee shall immediately notify their supervisor or the appropriate Associate Director in writing to enable the Employer an opportunity to remedy the situation.
- B. If no safety equipment is available or the safety equipment is non-functional and/or the employee or employees have not received instruction on how to use the safety equipment, the employee(s) shall not be required to perform said duties and will not be reprimanded for their refusal.
- 22.4 In accordance with Oregon law, all new employees will be offered proper training for such duties and/or situations required for their specific position, including child guidance and de-escalation strategies training.
- 22.5 MHCC HS shall provide a safe workplace for all employees. The following guidelines shall be followed in any such situation which is found to be unsafe or may unduly endanger the health of the employee and/or the children:
- A. Classroom Safety – when the classroom staff identifies a child with documented unsafe behaviors, or an assigned job duty or workplace environment that is unsafe or might unduly endanger their health, they will notify their supervisor with specific reason(s) and/or a description of the unsafe condition as soon as possible so that the situation can be properly addressed as follows:
1. In accordance with the Action Plan Procedure, the supervisor will call an action plan meeting within five (5) working days. The supervisor can request assistance by the Associate Director or Director of Head Start, if needed, to address immediate safety needs, such as interim safety measures.
 2. Time lost by the employee as a result of any refusal to perform work on the grounds that is unsafe or might unduly endanger his/her health shall not be paid by the college unless the employee's claim is upheld through an investigation.

3. If no mutually agreeable safety plan is created during this process, the Head Start Director will be consulted and a final determination will be made.
- B. Home Visit Safety - Home visits will occur in compliance with the Home Visiting Procedure which addresses safety concerns by the staff. Home visit staff shall have the option of checking out a cellular phone for use by the staff member.
1. The Employer will ensure that a supervisor is available by phone until all home visits are completed. Employees will maintain a current and updated MHCC Outlook calendar of all home visit appointments to ensure that supervisors are aware of their location during home visits.
 2. Staff that perform home visits will be allowed to coordinate their home visit schedule so that they shall be able to minimize safety risks during home visits.

22.6 Environmental Safety Committee –

- A. To assist with the monitoring of rules and possible application of safety standards, a safety committee will be formed. This committee will provide recommendations to the Director of Head Start, or designee, as needed.
- B. The Environmental Safety Committee shall be comprised of at least:
1. a representative from each Head Start site, and
 2. the Safety Representative
- C. A representative from each Head Start site will be identified by allowing the employees of each worksite to nominate a representative. The supervisor will notify the employee that is chosen to serve on this committee in writing.
- D. Each committee member will serve in this role for the duration of the school year.
- E. Any administrative changes to Health and Safety policy or procedures, made because of the recommendations of the committee, will be communicated to the Environmental Safety Committee. Each committee member has the responsibility of communicating these changes to their respective sites.

ARTICLE 23

SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, the specific Article, Section or portion thereof will become inoperative and the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement. Upon the issuance of any such decision, either party may request to negotiate substitute language, if possible, under the expedited bargaining process (ORS 243.698).

ARTICLE 24

TERM OF AGREEMENT

- 24.1 This Agreement shall be binding upon the MHCC Head Start Program and the MHCC Head Start OSEA Chapter 603 and its members. The Agreement shall remain in full force and effect through June 30, 2024.
- 24.2 The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Program and the Union, for the life of this agreement, each voluntarily and without qualification agrees that the other shall not be obligated to bargain collectively unless mutually agreed or the issue is subject to mandatory bargaining. This shall be so even though subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Program's direction and control.
- 24.3 After January 1, but no later than April 1, of the year in which this Agreement expires, the parties agree to begin discussions to plan negotiations for a successor agreement upon written notice by either party.

DocuSigned by:
Lisa Skari 3/29/2022
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Lisa Skari, President Date
Mt. Hood Community College

DocuSigned by:
D. McFarland 3/30/2022
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Dani McFarland, President Date
OSEA Head Start Association

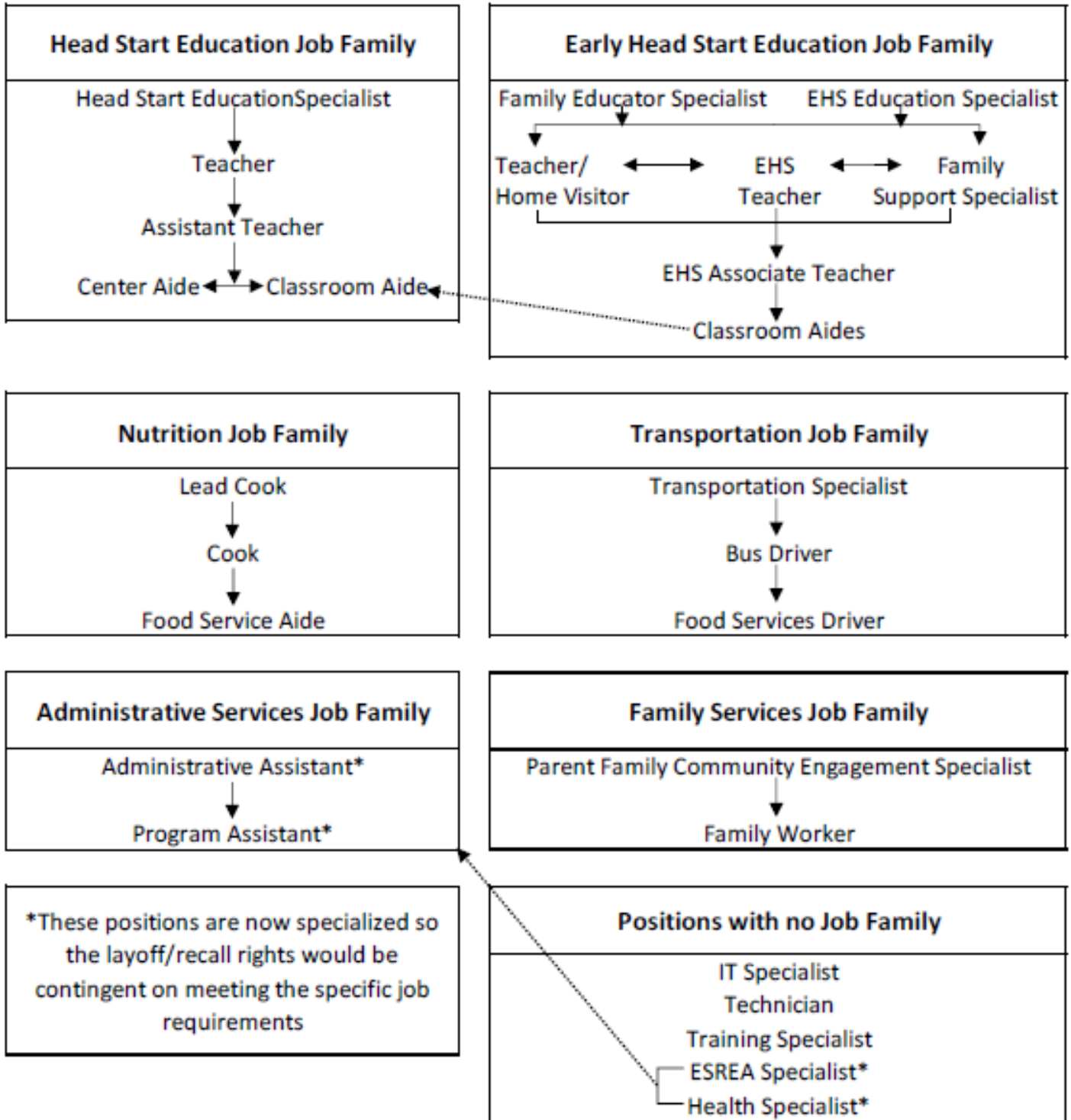
DocuSigned by:
Annette Mattson 3/29/2022
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Annette Mattson, Chair Date
MHCC Board of Education

DocuSigned by:
Gabriel Hargrove 3/30/2022
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Gabe Hargrove, Field Representative Date
Oregon School Employees Association

**APPENDIX A
HEAD START JOB FAMILIES
09/29/2021**



APPENDIX B

MHCC Head Start 2021-22 Salary Schedule							
Range	Classification	Minimum Qualification for Range (if applicable)	A	B	C	D	E
1			\$14.17	\$14.36	\$14.55	\$14.75	\$14.95
	Classroom Aide I						
	Food Service Aide						
2			\$14.53	\$14.73	\$14.93	\$15.13	\$15.33
3			\$14.89	\$15.09	\$15.29	\$15.50	\$15.71
	Classroom Aide II	CDA					
4			\$15.26	\$15.47	\$15.68	\$15.89	\$16.10
	Program Assistant I						
5			\$15.65	\$15.86	\$16.07	\$16.29	\$16.51
6			\$16.04	\$16.26	\$16.48	\$16.70	\$16.93
	Assistant Teacher II	CDA*					
	Cook I						
	Program Assistant II	Associates Degree					
7			\$16.45	\$16.67	\$16.90	\$17.13	\$17.36
	Food Service Driver						
8			\$16.86	\$17.09	\$17.32	\$17.55	\$17.79
	Assistant Teacher III	Associates Degree					
	Associate Teacher I	Infant/Toddler CDA					
9			\$17.29	\$17.52	\$17.76	\$18.00	\$18.24
10			\$17.72	\$17.96	\$18.20	\$18.45	\$18.70
	Cook II						
	Technician (Facilities)						
	Associate Teacher II						
11			\$18.17	\$18.42	\$18.67	\$18.92	\$19.18
	Bus Driver	CDL/School Bus License*					
	Family Worker I	Family Service Credential					
12			\$18.62	\$18.87	\$19.12	\$19.38	\$19.64

MHCC Head Start 2021-22 Salary Schedule

Range	Classification	Minimum Qualification for Range (if applicable)	A	B	C	D	E
13			\$19.09	\$19.35	\$19.61	\$19.87	\$20.14
	Administrative Assistant I	Associates Degree					
	Home Visitor I	Associates Degree					
	Family Worker II	Associates Degree					
	Family Support Specialist I	Associates Degree					
14			\$19.57	\$19.83	\$20.10	\$20.37	\$20.64
15			\$20.05	\$20.32	\$20.59	\$20.87	\$21.15
	Teacher/Home Visitor I	Associates Degree					
16			\$20.56	\$20.84	\$21.12	\$21.41	\$21.70
17			\$21.07	\$21.35	\$21.64	\$21.93	\$22.23
	Administrative Assistant II	Bachelor's Degree					
18			\$21.60	\$21.89	\$22.19	\$22.49	\$22.79
	Family Support Specialist						
19			\$22.14	\$22.44	\$22.74	\$23.05	\$23.36
	Home Visitor II	Bachelor's Degree					
	Family Support Specialist II	Bachelor's Degree					
	Family Worker III	Bachelor's Degree					
	Teacher I	Associates Degree					
20			\$22.69	\$23.00	\$23.31	\$23.62	\$23.94
21			\$23.26	\$23.57	\$23.89	\$24.21	\$24.54
	Teacher/Home Visitor II	Bachelor's Degree					
22			\$23.84	\$24.16	\$24.49	\$24.82	\$25.16
23			\$24.43	\$24.76	\$25.09	\$25.43	\$25.77
24			\$25.04	\$25.38	\$25.72	\$26.07	\$26.42
	Teacher II	Bachelor's Degree					
25			\$25.67	\$26.02	\$26.37	\$26.73	\$27.09
	Teacher III	Master's Degree					
26			\$26.31	\$26.67	\$27.03	\$27.39	\$27.76
	Program Specialist						

*	In-training rates will be paid at 95% of Step 1
Substitutes	Minimum Wage
Interpreters	Minimum Wage plus \$0.75

APPENDIX C
ONE-TIME RETENTION INCENTIVE
2021-2022

Staff will receive a one-time Retention Incentive for Fiscal Year 2021-2022. This incentive expires on May 31, 2022. Eligibility is based on years of continuous service for active employees upon the date of ratification of this Collective Bargaining Agreement. This Retention Incentive will be paid in two installments, ½ upon ratification of this CBA by both parties and ½ on May 31, 2022. Employees who end employment prior to May 31, 2022 do not qualify for final payment. Substitute employees do not qualify for the Retention Incentive. The payments will be paid out based on the following:

Full time employees:

Continuous Employment	Total Retention Incentive Amount
5 years or more	\$1,250
3 to 5 years	\$1,050
6 months to 3 years	\$800

Part time employees:

Continuous Employment	Total Retention Incentive Amount
5 years or more	\$625
3 to 5 years	\$525
6 months to 3 years	\$400