

Article 3 – Management Rights

- 3.1 It is recognized that the Board has and will continue to retain the authority to operate and manage the District and its programs, facilities, and properties within the scope of employment as provided by law.
- 3.2 Without limiting the generality of the foregoing, and not in conflict with Oregon laws and this Agreement, it is expressly recognized that the Board's operational and managerial authority and responsibility include:
- a. The right to determine location of and to provide the schools and other facilities of the Education Service District, including the right to establish new facilities and to relocate or close existing facilities.
 - b. The determination of the financial policies of the District including the general accounting procedures, control of the equipment and materials purchases and public relations.
 - c. The determination of management, supervisory and administrative organization of the District and the selection of employees for promotion to supervisory, management or administrative positions.
 - d. The maintenance of discipline and control and use of the District's properties and facilities.
 - e. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - f. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 - g. The direction and arrangement of all working forces in the District or school system, including the right to hire, suspend, discharge, discipline ~~or transfer or transfer~~ employees.
 - h. ~~The creation, combination, modification, or elimination of any position deemed advisable by the Board.~~ The creation, combination, modification, or elimination of any position deemed advisable by the Board.
 - i. The determination of the size of the working force, ~~the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.~~ the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 - j. The determination of the layout and equipment to be used and the right to plan, direct and control activities of the District. Also, the determination of the means of accomplishing the various jobs in the system and the subjects to be taught.
 - k. The right to establish and revise the calendar for the District; ~~hours of employment, to schedule assignments and/or classes and assign workloads; to determine the number of workdays; and to~~

~~select materials and equipment.~~ hours of employment, to schedule assignments and/or classes and assign workloads; to determine the number of workdays; and to select materials and equipment.

~~k.l.~~ The right to make assignments for all programs of an extracurricular nature.

- 3.3 Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work, or shall require the district to continue in existence any present program in its present form and/or location or on any other basis. If the District desires to contract out ~~bargaining unit work or duties~~, it will notify the Association in writing at least ~~thirty~~ fifteen (30) business days prior to contracting services. The Association will have the opportunity ~~to bargain~~ for a meaningful discussion with the district over the proposal and its impact. ~~Both parties may mutually agree in writing to waive timelines.~~
- 3.4 The foregoing enumeration of the Board functions shall not be considered to exclude other functions of the Board not specifically set forth, with the Board retaining all functions and rights to act, not specifically nullified by this Agreement. ~~The Board agrees that the Association has a right to demand bargaining under ORS.243.698 over the effects of any decision that changes or alters the terms and conditions of employment. The District will notify the Association Chapter President and OSEA Field Representative in writing if there are any changes in working conditions that affect mandatory subjects of bargaining.~~

Article 7 – Association Rights

- 7.1 Facilities of the ESD buildings may be used for regular and ordinary Association meetings, provided that the meetings are not held during regular work hours and that the meetings do not interfere with other activities previously scheduled. Arrangement for building use shall be made with the Superintendent or their designee prior to establishing of dates and place of meeting. ~~Any nighttime employee wishing to attend an Association meeting shall be allowed to attend with the understanding that they make up lost time due to the meeting. The employee will arrange to make up time with their supervisor.~~

Likewise, employees may utilize District equipment and bulletin boards for Association business when not in conflict with District activities. In addition, a link to OSEA's website will be made available to classified employees on the SOESD Staff page of the District's website. The Association will adhere to the District's policies and rules regarding computer usage, the e-mail system and internet access. ~~The District's electronic mail system can be used by the Association for union-related communications including, but limited to, communications related to collective bargaining, grievance or other dispute investigations, or governance of the Chapter.~~ The Association shall pay for the cost (at the District's cost) of all materials and supplies incidental to such use, and for any repairs that are beyond normal wear and tear.

- 7.2 The Association shall be granted the equivalent of up to ten (10) days of non-accumulative leave per fiscal year, to be used by the Association representatives for Association business. Any leave under this provision shall be cleared in advance with the immediate supervisor. Such leave will be taken in segments of at least two (2) hours.

~~7.3 — Paid Work Time to Perform Certain Union Activities~~

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

- ~~a. Investigate and process grievances and other workplace-related complaints;~~
- ~~b. Attend investigatory meetings, and due process hearings involving bargaining unit employees;~~
- ~~c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board (ERB);~~
- ~~d. Engage in collective bargaining on behalf of employees in the bargaining unit;~~
- ~~e. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;~~
- ~~f. Testify in a legal proceeding in which the designated Association representative has been subpoenaed as a witness.~~

~~Association delegates can use available leave (Article 8 – e.g. vacation, discretionary) to attend OSEA annual conference or the Association will reimburse the District for the employee’s salary cost for those delegates who attend the annual conference. Association delegates can use available leave (Article 8 – e.g. vacation, discretionary) to attend OSEA annual conference or the Association will reimburse the District for the employee’s salary cost for those delegates who attend the annual conference.~~

~~7.4 Association Release Time. (HB 2016 shall be followed for other leaves and conditions not included below).~~

~~Employees who are designated by the Association, shall be granted up to three (3) months of release time without loss of compensation or benefits to serve as designated representatives of the Association, to attend labor related conferences, trainings and events, or to participate in labor related activities. The Association will reimburse the District for the wages and fixed payroll costs, including PERS contributions, of those employees.~~

~~a. A written notification shall be given by the Association to the District’s Human Resources Director at least three (3) calendar days prior to the start of the release time for absences that are ten (10) days or less. The Association will give ten (10) days’ notice for absences of eleven (11) days or more. The written notice shall include: (1) the name of the employee who will be taking release time; (2) the date on which the release time will commence; and (3) the anticipated duration of the release time.~~

~~b. When an employee’s release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.~~

7.3 Upon request and subject to its obligations under law, the Board agrees to furnish to the Association access to all information necessary for functioning as exclusive bargaining representative. The Association will furnish the District with all similar information.

7.4 Any employee in the bargaining unit who is engaged in negotiations on behalf of the Association with any representative of the Board or who is participating in any grievance hearing as a witness or party including arbitration, shall be released from regular duties during the hours in which the same are scheduled without a loss of salary. ~~Any employee in the bargaining unit who is engaged in negotiations on behalf of the Association with any representative of the Board or who is participating in any grievance hearing as a witness or party including arbitration, shall be released from regular duties during the hours in which the same are scheduled without a loss of salary.~~

7.5 New Employee Orientation

As long as required by law, the District will adhere to the requirements of HB 2016 to provide the designated Association representative with no less than thirty (30) minutes, and up to one-hundred-twenty (120) minutes to meet with new employees within thirty (30) calendar days from the date of

hire to introduce the new employee(s) to the Association and the collective bargaining agreement. This meeting shall be on regular work time without loss of compensation or benefits.

- ~~a. If the District has an individual orientation program, the designee shall have thirty (30) minutes paid time at the end of the District presentation to review Union information with the new employee.~~
- ~~b. If the District has group orientation meetings, the Association will be allowed one (1) hour paid time at the end of the meeting to review Union information with the new employees. The employees will be scheduled for these meetings and receive a copy of the contract within thirty (30) calendar days.~~
- ~~c. If the District does not have group orientation meetings or individual orientation meetings are not held at a regular time or place the Association Representative can regularly attend, the District will work with the Association to schedule new employees to attend a monthly Association new hire orientation meeting of up to one hundred twenty (120) minutes. This meeting shall be on work time without loss of compensation or benefits. Every reasonable effort will be made to have these meeting so that they don't disrupt any employee's workday.~~

~~7.6 Access to Employees:~~

- ~~a. Employee Orientation. At employee orientation during in-service week, the District shall provide the Association with thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. The Association shall also be permitted to set up a table at the orientation to meet directly with employees before, after, and during breaks. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Association's presentation.~~
- ~~b. The Association shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting. Every reasonable effort will be made to schedule these meetings so that they don't disrupt any employee's workday.~~
- ~~c. All non-union employees shall, upon request to their designated Association representatives and notification to their supervisor, be able to review Association information with their designated Association representatives for a total of thirty (30) minutes paid time once a year.~~

~~7.7. For purposes of this Article, "designated representatives" shall include chapter executive board officers, building representatives, or their designees. A non-employee OSEA Field Representative shall be permitted access to the District's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives, which includes checking in and out, without delay, with the front office of any District building upon entering the facility.~~

~~There may be circumstances in which a designated representative needs an accommodation to their job duties/schedule or coverage from other staff members in order to complete these activities during~~

work hours. Designated representatives who require such accommodations or coverage shall provide their immediate supervisor with written notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time at which the activities will be performed. The written notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative will spend performing the activities. It will be the supervisor's obligation to ensure proper job accommodation or coverage is provided.

- a. If, after receiving notice of the need to perform the activities listed above, the District establishes undue burden on District operations that cannot be reasonably accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging an available substitute, temporarily modifying work assignments when possible without disrupting student services), the District and OSEA shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request, unless both parties agree otherwise.
- b. The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during the regular workday.
- c. The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.
- d. The parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session scheduled outside of normal work hours may, by mutual agreement, be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time.

Article 11 – Job Openings

- 11.1 When a vacancy occurs for a bargaining unit position, it will be posted on the District website for ten (10) working days and emailed to the all SOESD email group.
- 11.2 Employees in the bargaining unit desiring consideration for the vacant position shall apply. respond in writing (including FAX or email) to request an interview. An interview will be granted provided the employee meets the minimum qualifications for the position.
- 11.3 An employee who applies for a vacant position, and is not selected, may make a written request within five (5) working days, of receipt of the notification, and be given the reasons, in writing, why they were not selected. The reasons will be generated within ten (10) days of receipt of the request. to meet with the appropriate supervisor. The supervisor will meet with the employee within ten (10) working days of receipt of the notification unless it is impractical to do so within such time limit because of the absence of the staff member or the immediate supervisor.

11.4 Initial Placement on the Salary Schedule

At the time an employee is newly hired, the District HR Department, in consultation with the Department Supervisor, will designate the proper step placement of the employee on the appropriate wage schedule in accordance with the Oregon Pay Equity law and the SOESD placement rubric. Appeal of original placement may be requested prior to signing the offer letter or within six (6) months after the hire date. on the basis of the employee's relevant experience, education, training, and years of District experience in accordance with the Oregon Pay Equity law, ODE's equity lens, and federal compliance if applicable. In order to identify and counteract biased practices that perpetuate achievement disparities and lead to disproportionate levels of success, experience such as lived experience, community engagement, bilingual skills, and being a member of the community in which they are serving should be taken into account for step placement.

- 11.5 An employee who is promoted to a higher classification will be placed on the salary schedule range of the higher classification at their current step level or higher in the new code. step which provides a salary at least one (1) step higher than provided by the employee's prior range and step. The employee may be placed higher in accordance with the Oregon Pay Equity law and the SOESD placement rubric as described in Article 11.4.

- 11.64 A reclassification occurs when an existing position has significant changes to the job responsibilities, or there is a need for pay for a position to become more competitive with the salaries of other agencies. A reclassification does not necessitate the posting of a new position. See Article 20.4 and Appendix C for the reclassification and recoding process. If a position is reclassified or recoded to a higher code, the employee will be placed at their current step level or higher in the new code.

- 11.75 The District shall provide the Chapter 104 President and the OSEA Field Representative with proposed job descriptions for all newly created job titles proposed for code review. See Article 20.4 and Appendix C for the process for creating new classified positions.

11.86 All bargaining unit employees who work in the Special Education Department may apply by letter to the program administrator by May 15 for available summer openings for the Extended School Year Program. -The program administrator will select the most qualified applicants to fill the available openings on the following basis:

- a. Ability to meet the needs of an individual student involved either by virtue of the past experience and the student, ability to furnish a new experience for the student, training or any combination of the foregoing.
- b. While seniority is not the controlling factor in selection, it will be one element to be considered and bargaining unit employees who have applied for a position but have not been offered employment will be placed on a substitute list to be called first for substituting in the Extended School Year Program. If the positions are not filled, applications will be accepted from other bargaining unit employees employed by the ESD.

Placement by the District pursuant to this paragraph is grievable to level 3, Superintendent, but shall not be arbitrable, nor subject to an unfair labor practice complaint for breach of contract.

- c. For academic year employees employed during the summer, the District will pay the employees at one and one-half (1 ½) times their regular rate of pay. This is in lieu of vacation benefits, as is their right by contract. Notwithstanding the foregoing, academic year employees employed during the summer months for training purposes, or who have no contact with students during this period, will not be compensated at the time and a half rate, nor will they receive vacation benefits but will be paid at their regular rate of pay.

Article 12 – Seniority and Layoff

12.1 Definitions

1. Seniority shall be defined as follows:

- a. Classification Seniority: The total length of service within a job classification (job description) from the first date of service in the job classification.
- b. Category Seniority: The total length of service within a job category (group of classifications)
- c. District Seniority: The total length of continuous service within the District as a classified employee.
- d. For the purpose of computing seniority, all authorized leave of twelve (12) weeks or less and any additional paid leave shall be considered as time worked within the classification held at such time the leave was taken.
- e. At the time of hire, those employees with the same hire date shall draw lots to determine their placement on the seniority list for the purpose of layoff and recall. Those employees with the same hire date hired prior to the execution of this Agreement shall also draw lots to determine their placement on the seniority list for the purpose of layoff and recall. A copy of the placement determination shall be placed in the employee's personnel file.
- f. Employees who are laid off as a result of reduction in positions, and who are subsequently reinstated to the same position, shall retain their full seniority except for the period of layoff. Such employees shall be placed at the same step on the salary schedule as when they were laid off.

2. Total Compensation: Total annual salary plus insurance contribution.

3. Classification: A job description (e.g. Administrative Assistant I, Administrative Assistant II)

4. Category: A family of job descriptions (e.g. Administrative)

5. Region: Klamath/Lake County, Jackson/Josephine County, or Douglas County

6. Classifications and Category are outlined in Appendix A. New positions are placed in a category through the code level process.

12.2 Reduction in Force

1. As soon as the District determines it has become necessary to conduct a layoff or a reduction in hours, the District shall notify the Association Chapter President and OSEA Field Representative in writing thirty days (30) prior to the effective date of layoff/reduction. Reductions are made first by

classification in the region. -The employee with the least amount of CLASSIFICATION SENIORITY is scheduled for layoff/~~reduction~~.

2. The employee scheduled for layoff ~~or reduction in hours~~ shall use CATEGORY SENIORITY to bump the employee in the classification (same or lower pay range) with the closest total compensation in the same category and region who has the least CLASSIFICATION seniority.
3. If the employee cannot bump using CATEGORY SENIORITY, then they shall bump using DISTRICT SENIORITY to bump the least senior (by classification seniority) employee in a classification the employee previously held in the region with the closest total compensation to what the employee currently holds.
4. An employee cannot improve their hours or total compensation through layoff/bumping.
5. ~~Except in case of emergency, an~~~~Except in case of emergency, an~~ employee subject to layoff shall be furnished written notice of impending layoff ~~or reduction~~ thirty (30) calendar days prior to the date of such layoff ~~or reduction~~.
6. In order to bump, the District must determine that the employee meets the qualifications/special skills of the job in which they would be placed. ~~The District shall be the sole judge of an employee's qualifications. The District shall be the sole judge of an employee's qualifications.~~
7. An employee may ~~not~~~~not~~ choose layoff in lieu of new placement in region as a result of bumping.

12.3 Recall

1. When work forces again increase ~~or hours are reinstated~~, employees shall be recalled in the inverse order in which they were laid off ~~or reduced~~ by region based upon classification seniority into the job classification held at the time the layoff ~~or reduction in hours~~ process was initiated. In order to be recalled, the ESD must determine that the employee meets the qualifications/special skills of the job in which they would be placed. ~~The District shall be the sole judge of an employee's qualifications. The District shall be the sole judge of an employee's qualifications.~~ -If two (2) employees have the same recall eligibility, the decision to recall will be based on documented performance.
2. Recalls are conducted by region. -At the time of layoff an employee may request to be recalled to other regions. If they do, then they will be eligible for all regions, but will not be able to refuse a recall to a different region and remain on the recall list.
3. Notice of recall shall be by written notice, via certified return receipt mail to the most recent address on file with the District.
4. Employees who fail to respond as outlined in "a" or "b" below shall be considered to have waived their right to recall. The right to recall will terminate at the end of twenty-seven (27) months following the date of layoff.

- a. Resign. In such event a written resignation shall be sent to the Superintendent's office.
 - b. Fail to accept a recall within ten (10) working days of the date the notice of recall was mailed.
5. Should the twenty-seven (27) months expire without recall, bargaining unit members will be deemed to have resigned in good standing.
6. The District's recall list shall be reviewed at Labor-Management Meetings to verify those employees who have been recalled or removed from the list for any reason.

12.4 Rehire

An employee who has resigned and is rehired within one (1) year, within the same job classification, shall be placed at the same step on the salary schedule as when they resigned on the corresponding job code listing pertaining to that particular job classification. If the employee is rehired in a different job classification, the code and step level shall be the same as with new employees as to previous experience and additional steps allowed for experience ~~in accordance with the Oregon Pay Equity law and placement practices outlined in Article 11.4.~~ within the ESD. The rehired employee will earn vacation and seniority as a new employee. Academic year employees who return after missing one (1) school year shall be covered by this article.

Article 13 – Discipline and Discharge

- 13.1 The ~~Superintendent~~ Superintendent may dismiss, suspend without pay, reprimand, or otherwise discipline a classified employee for ~~just good~~ good cause. An employee may be suspended with pay for the period of time required to investigate and hold a hearing. In the event of flagrant misconduct of an employee which adversely affects the interest of the ESD, action by the Superintendent may be immediate. ~~In the event of flagrant misconduct of an employee which adversely affects the interest of the ESD, action by the Superintendent may be immediate.~~
- 13.2 ~~The Bargaining unit member shall be given prior notice of an investigatory meeting or interview and shall be entitled to have an Association Field Representative or Steward present to advise and represent them during all stages of the disciplinary process unless the employee declines representation.~~ For cases not involving employee misconduct or not involving gross or deliberate failure to carry out one's duty, a conference ~~meeting~~ conference will be conducted with the employee by the immediate supervisor, ~~and upon the employee's request a representative,~~ and upon the employee's request a representative, methods of improvement will be suggested with time limits, and a written record placed in the employee's personnel file signed by both employee and supervisor, with a copy to the employee ~~and Association Representative.~~ If progress has not been made toward improvement(s) as provided above, within the time limitations set forth, the supervisor may, in writing recommend to the Superintendent that the employee be disciplined. The Superintendent may discipline the employee based on recommendations. ~~If the problem is behavioral, there is no need to give the employee time to improve. The supervisor may require the employee to immediately cease and desist from engaging in the behavior. If the behavior is repeated, the supervisor may progress to the appropriate level of discipline.~~
- 13.3 Any employee affected by this Article will be afforded procedural due process. The employee has the right to appeal the dismissal to a hearing by the District Board and to be accompanied by ~~an association representative. an Association Field Representative or Steward. counsel.~~ ~~The decision of the District Board is final and binding.~~ The decision of the District Board is final and binding.

~~13.1 No employee shall be disciplined without Just Cause and Progressive Discipline. The Discipline process shall consist of six (6) possible levels ranging from verbal notice/counseling to termination. Supervisors should adhere to the steps listed in the chart below once a level of discipline is utilized. However, progressive discipline is not inflexible. A supervisor is not required to utilize all six (6) levels of discipline if the situation warrants a more severe level of discipline.~~

Progressive Discipline Steps for Classified Employees	
Discipline Level	Action
<u>1</u>	<u>Verbal Notice/Counseling</u>
<u>2</u>	<u>Letter of Concern/Direction</u>
<u>3</u>	<u>Letter of reprimand</u>
<u>4</u>	<u>Suspension/Demotion</u>

<u>5</u>	<u>Last Chance Agreement</u>
<u>6</u>	<u>Termination</u>

13.2 — If the problem is behavioral, there is no need to give the employee time to improve. The supervisor may require the employee to immediately cease and desist from engaging in the behavior. If the behavior is repeated, the supervisor may progress to the appropriate level of discipline.

13.3 — The supervisor/administrator will notify the employee in writing of the right to an Association representative during the progressive discipline process. All information forming the basis for disciplinary action will be made available to the employee.

13.4 — The District may place an employee on administrative leave with pay pending the outcome of an investigation into the employee's alleged misconduct.

13.5. — Process for Written Documentation for Performance Issues

If and when performance concerns are identified, the supervisor/administrator will communicate with the employee at the earliest opportunity and discuss suggestions for performance improvement. If the concern is related to a lack of knowledge or skill, the employee may be given an opportunity to gain the knowledge/skill.

1. — The supervisor/administrator shall inform the employee when poor performance is observed, state performance expectations and cite specifics on improvement goals.

2. — A written communication to the employee will follow, memorializing the conversation, and the employee will be given the opportunity to correct the deficiencies.

3. — To formally clarify performance expectations and provide a guide for performance improvement, a "plan of assistance" may be initiated. The plan of assistance will include:

a. — Specific performance expectations;

b. — Timeline expected for correction of areas of concern or deficiencies;

c. — Timeline for feedback from supervisor/administrator discussing progress achieved or continued areas of concern;

d. — Resources available for assistance from the District/supervisor/administrator;

e. — Reasonable time for improvement before considering dismissal; and

f. — Appropriate consequences, should the deficiencies not be corrected to meet position standards and expectations.

4. — If performance does not improve, the District may take action up to and including dismissal.

5. — Dismissal, disciplinary suspension or disciplinary demotion of a non-probationary employee will not be done without just cause.

13.6. — Misconduct

Progressive discipline is not an appropriate course of action for all circumstances. There may be occurrences of misconduct where immediate formal action is warranted.

Misconduct is an intentional or willful violation of a clear rule of the District of which the employee was aware, or which is obvious, such as the prohibition on theft or dishonesty.

When incidents of misconduct are suspected, a formal investigation of the incident or occurrences will be conducted.

1. The District shall notify the employee in writing of the right to have an Association representative during this process. All information forming the basis for disciplinary action will be made available to the employee.
2. Dismissal, disciplinary suspension or disciplinary demotion of a non-probationary employee will not be done without just cause.

Article 14 – Grievances – OSEA will accept the District’s most recent Article 14 proposal.

Article 20 - ~~Standing Committees~~ Bargaining for Job Description Placement~~for Job Description Placement~~

~~20.1 The parties agree to establish standing committees. These committees will be charged with dealing with ongoing problems and/or concerns throughout the duration of this Agreement. No committee shall have the power or authority to change any portion of the Collective Bargaining Agreement without approval of the District and the Association membership except as indicated in this Article. Each committee shall develop guidelines and procedures pertaining to its particular duties and membership of the committee. The District will inform the Association Chapter President and the OSEA Field Representative of all committee meeting dates and times. The OSEA Field Representative shall have the right to attend all committee meetings in an advisory role.~~

~~20.2 Labor Management Committee~~

~~The parties agree to establish regular communications through Labor Management meetings with the intent of addressing employee/employer issues as they relate to the Collective Bargaining Agreement and workplace issues. The parties shall mutually develop the specific functions and membership of the Labor Management Committee~~

~~20.131 The Joint Code Level Review Committee~~

The District will notify the Chapter President ~~and Association Field Representative~~ of all job descriptions being considered for placement or change of placement on the Code Level. The Association will notify the District of job descriptions that need to be re-evaluated for placement on the code level. ~~The OSEA Field Representative shall have the right to attend all committee meetings in an advisory role. The OSEA Field Representative may attend a code review committee meetings as an observer. *district version of language from 10/17/22~~

~~20.2~~ The Joint Code Level Committee will be maintained to review changes in current job descriptions and their placement on the Code Level. The committee will also consider job descriptions and their placement on the Code Level of all new jobs. The committee shall be composed of six (6) members, with three (3) members appointed by the local chapter and three (3) appointed by the District.

~~2. The Committee shall meet quarterly. Meeting dates for the year will be established by September 30th. If there are no reclassification requests, the committee will not meet.~~

~~3. The Committee shall use the Classified Job Description Review Guidelines in Appendix C.~~

~~20.4 Insurance Committee~~

~~The District and the Association agree to jointly participate in an insurance committee for the purpose of examining ways in which insurance costs can be controlled for both parties. The Insurance Committee is made up of representatives from each employee group.~~

~~20.5 Safety Committee~~

~~The Safety Committee has membership from every employee group, and is charged with ensuring safe and healthy environments at every school and work site. The Safety Committee meets and receives reports from site inspections regarding potential safety issues. It also reviews safety~~

procedures and policies and makes recommendations on how to strengthen these policies.

Article 21 – Safety

21.1 Safety Committee

The District Safety Committee shall include two (2) bargaining unit members, appointed by the Association. The Safety Committee shall review risks or instances of physical harm, and the District shall lead the Safety Committee in reviewing mental health support services available to employees and discuss ideas for how to increase awareness and accessibility of such. The Association President and OSEA Field Representative shall be notified prior to Safety Committee meetings of dates and times of all Safety Committee meetings.

21.2 The District shall maintain a safe work environment, shall take corrective action to ensure the safety of all employees, and comply with all provisions of OR-OSHA and the Safety Committee's function in accordance with OR-OSHA Administrative Rules. It is agreed by the parties that the District shall maintain a safe and hostile free work environment and that the District shall take immediate corrective action to ensure the safety of all employees. Further, the District shall comply with all provisions of OR-OSHA and that Safety Committees function in accordance with OR-OSHA Administrative rules.

21.3 The District will provide required training for employees working in a hazardous work environment and pay any associated costs including travel, lodging, per diem, and overtime in accordance with state or federal law.

21.4 In the event an employee believes their work assignment (or a portion thereof) puts themselves or a student they directly work with at risk of physical harm, the employee shall immediately inform their supervisor in writing. The supervisor shall acknowledge the employee's written notification as soon as reasonably practical and schedule a time to discuss the employee's concerns. The supervisor shall evaluate the risk of harm posed to the employee and work collaboratively with the employee to mitigate the perceived risk to the employee or student.

21.5 In the event a bargaining unit employee suffers a physical injury due to assaultive or injurious physical contact by a student, the employee shall take whatever immediate remedial measures to mitigate the potential for further injury by the student.

21.5.1 When feasible, the injured employee will not have further contact with the student during the day of the injury. However, under no circumstances will the employee leave the student unsupervised until the student has appropriate adult support and supervision from another adult staff person.

21.5.2 If the employee requires medical attention for the injury, this is the next first step following the assault.

21.5.3 The next step is for the injured employee to notify their supervisor of the injury as soon as possible. As soon as possible the injured employee shall notify their supervisor about the injury. The supervisor shall immediately or as soon as practicable after the notification, conduct a review of the circumstances causing the injury. In consultation with the injured employee, the supervisor will

debrief the event and problem-solve with the employee to mitigate the risk of physical injury upon the employee's return to work.

21.5.4 If the physically assaultive conduct of the student persists and the employee suffers a second injury from the same student, the employee, the supervisor and an Association representative shall meet and discuss possible solutions to lessen the risk of injury to the employee. If it is possible, as determined by the supervisor, the employee will not continue to work with the student causing the injury until additional supports and mitigation measures are considered and implemented. The goal is to create a reasonable plan to mitigate the risk of future harm to the employee.

21.5.5 The District and the Association recognize that it is impossible to reduce the risk of injury to zero and that certain District programs involve working with students who engage in injurious behavior.

21.6 The District will provide all employees with PPE (Personal Protective Equipment) per the district's CDP (Communicable Disease Plan).

21.7 Any employee who works directly with students may request to be provided with bi-annual CPR and First Aid Training.

21.8 For public facing events organized by employees as part of their work duties that support district programs or systemically oppressed communities, where there is a credible threat of disruption or harm by an opposing individual or opposing group, the District will work with the organizing employees on a safety plan that fit the circumstance of the event.

~~21.4 Any employees who work directly with students may request to be provided with biennial annual CPR and First Aid Training.~~

~~21.5 The Labor Management Committee may review mental health support services available to employees and discuss ideas for how to increase awareness and accessibility of such.~~

~~21.3 Any employee, who is required to work in any hazardous situation, shall receive proper training for such duties and/or situations. Training and any associated costs including travel, lodging, per diem and overtime shall be paid for by the district in accordance with state or federal law.~~

~~21.64 If no safety equipment is available, and/or the employee or employees have not received performance training, that employee(s) shall not be required to perform said duties. No employees in the Sign Language Interpreter Job Category staff shall be required to do duties that require medical or CPI training (such as administering feeding tubes or toileting students) or CPI training, involuntarily if it is not in their job description.~~

~~21.75 In the event that a bargaining unit employee believes that an their work assignment (or a portion thereof) could puts themselves or a student they directly work with at risk of in physical harm, the employee shall immediately inform their supervisor in writing. The supervisor shall provide a written response within five (5) working days. If the supervisor's response does not address the risk of physical~~

~~harm, the employee will not be required to continue with the assignment until such time that the employee, OSEA Field Representative or Association designee, and supervisor or District designee have met and conferred and reached a reasonable solution to the issue. An employee shall not be considered to be insubordinate if they refuse to follow an order that would endanger the health or safety of the student, employee, or any other person.~~

~~21.8 In the event a bargaining unit employee suffers a physical injury due to assaultive or injurious physical contact by a student, the employee shall take whatever immediate remedial measures to mitigate the potential for further injury by the student.~~

~~21.9.1 When feasible, the injured employee will not have further contact with the student during the day of the injury. However, under no circumstances will the employee leave the student unsupervised until the student has appropriate adult support and supervision from another adult staff person.~~

~~21.9.2 If the employee requires medical attention for the injury, this is the next first step following the assault. The next step is for the injured employee to notify their supervisor of the injury as soon as possible. The goal is for the injured employee and supervisor to discuss the incident immediately following the injury and to arrive at a solution to minimize the risk of future harm to the employee by the student.~~

~~21.9.3 If the physically assaultive conduct of the student persists and the employee suffers a second injury from the same student, the employee, the supervisor and an Association representative shall meet and discuss possible solutions to lessen the risk of injury to the employee. The goal is to create a reasonable plan to mitigate the risk of future harm to the employee.~~

~~21.9.4 The District and the Association recognize that it is impossible to reduce the risk of injury to zero and that certain District programs involve working with students who engage in injurious behavior.~~

~~21.6 Any incidents as described in the preceding sections shall be reported to the Safety Committee.~~

~~21.108 For public facing events organized by employees where there is a threat or intent of discrimination or harm to BIPOC, 2SLGBTQ+, or other systemically oppressed groups from third parties such as white supremacy groups, the SOESD shall work with the employee to determine what safety and de-escalation services are needed, and provide them if necessary.~~

Appendix C: Classified Job Description Review Guidelines

20.3 The Joint Code Level Review Committee

The District will notify the Chapter President and Association Field Representative of all job descriptions being considered for placement or change of placement on the Code Level. The Association will notify the District of job descriptions that need to be re-evaluated for placement on the code level.

Purpose

To determine code level for new classified positions and for existing classified positions where there have been significant changes in responsibilities, which could, in effect, cause the creation of a new or revised position, or if the District or Association believes a current position needs to be re-evaluated for placement on the code level.

Timelines for Review

Revisions to existing classified job descriptions must be submitted to the SOESD superintendent by November 30 of each year. Revised job descriptions or positions for Code Review and new job descriptions shall be submitted to both the District and Association in writing at least fourteen (14) calendar days prior to a scheduled code review committee meeting. All final recommendations and decisions will be made in writing at least fourteen (14) calendar days after the final Code Review meeting, in a timely manner with consideration given to budgetary impact. Timelines for code changes will be implemented based on the superintendent's recommendation. New job descriptions may be submitted on an as needed basis and are processed in the manner listed below.

Factors to Consider

1. New responsibilities of the position.
2. Comparison with the duties of other classified positions and the placement of those positions on the salary schedule.
3. Comparability of pay and job placement for similar positions in other districts.

Committee Composition and Protocols

1. The committee will be comprised of three administrators and three classified employees, selected by the district and the union respectively. All attempts will be made to select committee members from program areas not being considered for review.
2. The committee chair will be determined by the District or the Association, depending on which group is requesting the committee to convene, the district or the association.
3. All committee meetings/discussions are of a confidential nature. The only public information is the actual recommendation of the committee and the superintendent's final decision.
3. Committee members will not have private meetings, regarding matters of this committee, with proposer at any time during the process. Such meetings will only be allowed if agreed to in advance by all committee members.

Process

1. Revised job descriptions or positions for Code Review and new job descriptions shall be submitted to both the District and Association in writing at least fourteen (14) calendar days prior to a scheduled code review committee meeting. The recommendation for change is submitted to the superintendent by either the district or the union. This includes the draft of the new or revised job description(s) and the rationale for the change.
2. The draft job description is reviewed by the executive assistant for consistency with established agency policy and protocol using the agency job description template.
3. The draft job description is submitted to the superintendent's cabinet for review and final approval by the superintendent.
4. The superintendent appoints three representatives and the association appoints three representatives.
5. The superintendent's office communicates with committee members and the appropriate proposer to set date, time and location of first meeting.
5. The proposed job description(s) is/are sent by the superintendent's office to committee members at least seven (7) calendar working days prior to the first meeting.
6. The designated chair is recognized at the first meeting.
7. At the first meeting, if applicable, the proposer will provide for review comparable job descriptions and salary schedules from the following districts/ESDs: Medford, Central Point, Three Rivers, Grants Pass, Klamath Falls City, Linn-Benton Lincoln ESD, Lane ESD, Clackamas ESD, and Willamette ESD. At this meeting the proposer will present his/her rationale behind the job description and recommendation for job description code placement within the agency.
8. Committee members are given the opportunity to ask questions.
9. The proposer is asked to leave during the committee's deliberations.
10. The committee analyzes the information presented.
11. The committee may request additional presentations, should additional information be needed.
12. Additional meetings may be required if more information is needed.
13. During the meeting, the committee finalizes their recommendation of appropriate code.
14. The chair forwards the committee's written recommendation and rationale to the superintendent, with copies to all committee members.
15. The superintendent may choose to share the committee's written recommendation with the superintendent's cabinet, if programmatic questions related to the new or revised job description require clarification.
16. The cabinet, if requested by the superintendent, reviews the committee's written recommendation and shares insight with respect to programmatic elements.
17. The superintendent makes the final decision about code placement and notifies committee members and proposer(s), in writing, of that decision.