

## ARTICLE 12 - Working Conditions

12.1 The normal workday for full-time classified employees is eight (8) hours, excluding the lunch break. Regular ~~D~~aily starting and ending times are determined by the supervisor annually and may be changed with at least thirty (30) days notice or sooner by mutual agreement.

12.2 Working hours, work days, and daily starting and ending times for part-time employees will be determined by the ESD.

12.3 Workweek

A full-time workweek for employees shall be defined as forty (40) hours of work within a seven (7) day period, commencing at 12:01 a.m. Sunday through 12:00 midnight on Saturday. The workweek shall typically be eight (8) hours and five (5) days. Overtime payments will be in accordance with Section 12.6.

12.4 Rest Periods

Employees shall receive a fifteen (15) minute break-uninterrupted rest period during each segment of four (4) hours or major part thereof worked in any one work period. The break-rest period will be scheduled as close as possible to the middle of the work period. Rest periods shall be considered as time worked. It is the responsibility of the ESD to ensure employees receive rest periods. If an employee misses taking their full breaks(s) rest period(s), they will notify their immediate supervisor of the reason for missing the break(s)rest period(s) when possible, and work-will collaborate with the supervisor to reach a remedy that will prevent future loss of breaksrest periods. Chronic or repeated missed rest periods shall be evidence of inadequate staffing and shall be subject to corrective action by the ESD. Work schedules shall reflect sufficient time for employees to complete their full rest or meal period and be able to reach their post-break-rest period assignment.

12.5 Meal Period

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

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

## 12.6 Overtime

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

## 12.7 Compensatory Time

In lieu of overtime compensation, employees may elect to receive compensatory time off ("comp time") at the rate of one and one-half (1.5) hours for each hour of overtime worked. The election to receive comp time shall be voluntary.

- (a) Compensatory time earned must be used by the end of the fiscal year and shall not accumulate from year to year nor exceed one hundred sixty (160) overtime hours worked (24 compensatory hours). Under special circumstances, the ESD may approve an extension of no more than six months into the next fiscal year.
- (b) Compensatory time unused at the end of the fiscal year or approved extension period shall be paid out at the member's current rate.
- (c) Any compensatory time shall be taken at a time mutually agreed upon between the member and supervisor.

~~12.8 The ESD may adopt a ten (10) hour, four (4) day workweek for any of its employees. Overtime payments will be in accordance with Section 12.6 above.~~

## 12.9 Call-back Pay

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

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

### 12.10 Workers Compensation

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

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

### 12.11 Safe Working Conditions

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

### 12.12 Safe Staffing Levels for Equitable and Meaningful Learning Environments

The parties agree that ensuring safe and appropriate staffing levels is a shared commitment necessary to protect students, employees, and the learning environment.

- (a) ESD operated schools or programs require enhanced staffing to ensure the safety of staff and students due to the nature of student needs. Minimum staffing levels shall be mutually determined by the Union and the ESD as needed and the parties will consider classroom caps, student support requirements, and mandated supervision levels in determining appropriate caps.

- (i) No ESD operated schools or programs shall remain open or supervise students when minimum staffing is not met. If the ESD knows or reasonably should know that minimum staffing will not be met, the classroom shall not be opened or operated. If staffing later falls below the minimum, the classroom/program shall be closed until compliant staffing is restored.
- (b) An employee who is the sole adult assigned to a classroom or instructional space normally staffed by a licensed employee shall receive a differential of five dollars (\$5) per hour for the duration of that assignment in fifteen (15) minute increments. When an employee is assigned to cover a classroom or instructional setting in the absence of a licensed staff member, the Educational Assistant shall receive the rate of a certified substitute teacher for all hours worked in that assignment.

### 12.13 Special Education

Bargaining unit members who are assigned to work with a student with specialized needs to assist the student with the educational, behavioral, medical, health or disability-related support needs of the student shall:

- (a) Have access to the student's individualized education program (IEP), Individualized Family Service Plan (IFSP), 504 Plan, behavior integrated plan, medical support protocols, or any other documentation related to the employee's responsibilities to assist with the student's educational, behavioral, medical, health or disability-related support needs.
  - (i) The ESD shall provide each subject employee a reasonable amount of scheduled non-student supervision time each week, or on assignment of a new student to review IEP, IFSP, 504 Plans, or behavior/safety intervention plans, provide input for an upcoming meeting regarding the student, or check-in with other support staff regarding the education and care of a student with specialized needs.
  - (b) Be consulted with when the education plan for the student is being developed, reviewed or revised, including being invited to, and compensated at their regular rate for attending meetings regarding the student's IEP, IFSP, 504 Plan, behavior intervention plan, or when the decisions made and issues discussed are related to the responsibilities of the employee to support the student or when the employee has unique information about the student's needs and present level of performance.
  - (i) The ESD shall provide advance notice to classified staff of any team meeting related to a student's IEP, IFSP, 504 Plan, behavior intervention plan or other such meeting with sufficient time to provide a reasonable opportunity for the classified staff to make arrangements to attend (for example, time to rearrange their schedule to attend a meeting that takes place after normal work hours, make transportation or childcare arrangements, etc.).

- (ii) If a meeting regarding a student's IEP, IFSP, 504 Plan, behavior intervention plan or any other such meeting takes place during normal work hours, the ESD must ensure coverage or make other adjustments that will allow classified employees to attend the meeting.
- (c) Be provided by the ESD with adequate training within a reasonable time frame to safely carry out each of the specialized duties assigned to the individual employee.
  - (i) Training on job duties consistent with the specialized needs to assist the student with the educational, behavioral, medical, health or disability-related support needs of the student shall occur before the employee is required to perform the duty.

#### 12.14 Preparation Time

Bargaining unit members who provide daily academic intervention or instruction shall have thirty (30) minutes of preparation time each day. Travel time shall not be considered preparation time.

#### 12.15 Traveling

- (a) Employees required to travel for business use shall have all required travel time counted as hours worked. The workday shall begin when the employee begins required travel from their assigned reporting location or home and shall end upon completion of required travel back to that location. Travel time shall be included for purposes of determining daily and weekly overtime.
- (b) Required appointments/assignments shall not be scheduled beyond the employee's regular work hours without mutual agreement.
- (c) When an employee is assigned to travel to a location other than their regular reporting site, the first scheduled appointment/assignment shall allow sufficient travel time within the employee's scheduled workday. Employees shall not be scheduled for an appointment at the beginning of the workday if doing so would require departure prior to their scheduled start time, unless mutually agreed.

12.16 The ESD and the Association mutually agree to work together to promote a safe and healthy work environment. School districts have a duty to protect and safeguard students and educators. The ESD will comply with state and federal laws and regulations pertaining to workplace and equipment safety, including OAR 839-004-0001 through 839-004-002, board policy, OSHA, and IDEA.

#### 12.17 Training and Safety Supports

- (a) The ESD will provide training in compliance with the statutes and OARs listed in provision 12.16 above.
- (b) All employees shall be provided adequate training and equipment, within a reasonable time frame, for their assigned duties. These trainings and equipment may include, but not limited to:

- (i) Training of employees on proper lifting techniques;
- (ii) Lifting equipment (back supporter, mechanical lift);
- (iii) Safety equipment (such as PPE equipment, bite guards, spit guards, protective gloves, shield, and climbing prevention equipment);
- (iv) Elopement prevention equipment;
- (v) First aid and crisis prevention and intervention training for identified staff, training renewals, first aid, prior to the start of the school year.

#### 12.18 Working Conditions

- (a) Employees shall not be required to work under unsafe or hazardous conditions to perform tasks which endanger their health, safety, or wellbeing as provided for under Oregon law. Any unsafe or hazardous conditions will be reported to the immediate supervisor and site administrator.
- (b) When a student demonstrates a behavior that is seriously disrupting the instructional program by engaging in behavior that causes harm to self or others, or a classified member(s) or student(s), then the employee shall notify the administrator and certified staff member in the classroom.
- (c) The affected employee will be provided with thirty (30) minutes on the clock for an emergency safety meeting at the end of the day and to submit an incident report to ensure safety, efficiency, and equity within the school.

#### 12.19 Acts Causing Employee Injury

- (a) After an event where an employee suffers an injury/injuries due to physical aggression or sexual contact the employee shall not be required to work with the individual who caused the injury until such time as the employee and the building administrator/program director or supervisor have met and conferred. The employee may have union representation with them at the meeting.
- (b) Employees shall immediately report the incident to the appropriate Principal and the Principal shall immediately report to the Superintendent any instances of threat, assault or injury suffered by the employee or caused by the employee in the course of their employment. Within twenty-four (24) hours the Principal will notify the employee of actions taken and planning for next steps. Employee will be notified of final resolution.
- (c) The ESD will comply with the requirements of ORS 343.154 to create appropriate plans for students who qualify.
- (d) The ESD shall assure that there are emergency protocols at all worksites. These protocols shall include procedures for supporting employees who experience physical attack/harm and/or threat/causing fear of harm.

12.20 Safety Committees

- (a) There shall be a separate Safety Committee designated for each location in the ESD as well as an ESD Safety Committee. All Safety Committees shall have at least two (2) classified employee representatives as members and shall meet monthly.
- (b) Staff can call for an emergency safety meeting within five (5) working days of a student incident that involves restraint, seclusion, or injury/potential injury to a staff member. Such meetings will be scheduled within two (2) working days after request and a minimum of 30 minutes on the clock will be provided for these meetings.
- (c) When a safety committee determines that a hazard or safety issue exists and offers a structural solution or the need for specialized equipment, the ESD may provide a plan of action regarding the existing hazard, structural issue, or equipment needed within five business days to the safety committee.
- (d) Safety Committee meeting minutes will be sent to all bargaining unit members within five (5) calendar days of each meeting.

12.21 Remote Work

- (a) The ESD shall maintain a remote and hybrid work option for positions where duties can be effectively performed offsite. Remote work shall not be unreasonably denied where job duties can be performed remotely and operational needs can be met.