

**Collective Bargaining
Agreement Between SEIU
Local 503, Education
Northwest Local 905 and
Education Northwest
Expires October 31, 2023**



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TABLE OF CONTENTS

| | |
|--|----------|
| ARTICLE 1 – RECOGNITION | 1 |
| ARTICLE 2 – UNION MEMBERSHIP... | 1 |
| ARTICLE 3 – UNION REPRESENTATION... | 3 |
| ARTICLE 4 – MANAGEMENT RIGHTS. | 5 |

| | |
|---|-----------|
| ARTICLE 5 – NON-DISCRIMINATION... | 6 |
| ARTICLE 6 – HARASSMENT AND DISCRIMINATION... | 6 |
| ARTICLE 7 – SAFETY & HEALTH... | 8 |
| ARTICLE 8 – DISCIPLINE AND DISCHARGE | 9 |
| ARTICLE 9 – GRIEVANCES... | 10 |
| ARTICLE 10 – LAYOFF AND RECALL... | 14 |
| ARTICLE 11 – TRIAL SERVICE PERIOD | 17 |
| ARTICLE 12 – DRUGS & ALCOHOL... | 18 |
| ARTICLE 13 – HOURS OF WORK/OVERTIME/PAYDAYS/TIME REPORTS. | 19 |
| ARTICLE 14 – PERFORMANCE REVIEWS & PROFESSIONAL DEVELOPMENT... | 20 |
| ARTICLE 15 – PERSONNEL FILES. | 22 |
| ARTICLE 16 – EMPLOYEE ASSISTANCE PROGRAM... | 23 |
| ARTICLE 17 – STAFF TRAVEL... | 24 |
| ARTICLE 18 – CLASSIFICATIONS... | 24 |
| ARTICLE 19 – CONDITIONS OF EMPLOYMENT... | 25 |
| ARTICLE 20 – JOB VACANCY... | 27 |
| ARTICLE 21 – EMERGENCY CLOSURE... | 28 |
| ARTICLE 22 – RESIGNATION... | 28 |
| ARTICLE 23 – TEMPORARY EMPLOYEES... | 28 |
| ARTICLE 24 – COMPENSATION... | 30 |
| ARTICLE 25 – NO STRIKE/NO LOCKOUT... | 40 |
| ARTICLE 26 – GENERAL PROVISIONS... | 40 |
| ARTICLE 27 – SAVINGS CLAUSE... | 41 |
| ARTICLE 28 – DURATION AND TERMINATION... | 41 |
| APPENDIX A - DEFINITIONS... | 42 |

ARTICLE 1
RECOGNITION

The parties recognize that:

- A. Education Northwest (Employer) is a private, non-profit corporation;
- B. To achieve its mission, Education Northwest is dependent upon the quality and dedication of its employees, as well as its ability to competitively obtain major funding awards from federal, state, local or other funding sources; and
- C. The Union is the exclusive collective bargaining representative, with respect to wages, hours, benefits and related terms and conditions of employment, for all regular full-time and part-time exempt and non-exempt employees, hired directly by Education Northwest regardless of location, including temporary employees employed on a contract exceeding 90 calendar days, employed by Education Northwest; but excluding all confidential employees, temporary employees employed through an agency, guards and supervisors as defined by the National Labor Relations Act and all other employees not specifically included in the bargaining unit certified by the NLRB in Case No. 36-RC-6029.

ARTICLE 2
UNION MEMBERSHIP

Section 1. Union Membership. Membership in the Union is not mandatory. Employees have the right to choose to join or not join as they see fit. Employees are free to join the Union at any time. Employees who choose not to join the Union shall not be required to pay any dues or other charges to the Union. Neither the Union nor Education Northwest shall exert any pressure or treat any employee in a discriminatory manner with respect to the choice exercised under this Article.

Section 2. Campaigning. There will be no campaigning for or against membership at the workplace during working hours.

Section 3. Dues. Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the Employer receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic, and recorded oral authorization records and will provide copies to the Employer upon request.

Any written, electronic, or recorded oral dues deduction authorizations submitted that contain the following provision will cease only upon compliance by the employee with the stated conditions as follows:

This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter, unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization.

A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by close of business on the business day immediately preceding the twentieth (20th) of each month. The Employer agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the month in which such list is submitted.

- a. Upon ratification of this Agreement, the Union shall provide Education Northwest with the amounts of such periodic dues and political contributions and shall be responsible for notifying Education Northwest in writing of any changes in the amounts of the dues at least thirty (30) days prior to the month that the changes shall take place.
- b. Education Northwest shall remit to the Union the amount of deductions made in accordance with the authorization filed, together with a list of names of employees and social security numbers for whom deductions have been made no later than fifteen (15) days following the pay period in which Education Northwest has made the deductions. The Union shall provide a written receipt of remittance to Education Northwest.
- c. If an employee receives two paychecks a month, Education Northwest will deduct the amount on the second payday in the month for that month. Employees who are paid once a month will have dues deducted from their monthly paychecks.
- d. Education Northwest's sole responsibility is to make dues deductions pursuant to this Section and the authorizations submitted and to forward the money to the Union. Education Northwest has no responsibility of any kind in connection with the determination of the amount of dues or with the procurement of authorizations.
- e. The Union shall indemnify and defend Education Northwest and hold it harmless against any and all suits, claims, demands, and liabilities that arise out of or by reason of any action taken by Education Northwest for the purpose of complying with the provisions of this Article or in reliance upon any authorization form, list or information that has been furnished by an employee or by the Union to Education Northwest.
- f. In case an employee, who is a member of the Union, becomes delinquent under the provisions of this Article, the Union shall notify Education Northwest and the employee of such fact in writing. The employee shall be given ten (10) working days within which to cure the delinquency. If the delinquency has not been resolved during the ten (10) day period, the Union will notify the employee and Education Northwest in writing and request the discharge of the employee. The employee shall be subject to discharge at the request of the Union if the employee fails to remedy

the delinquency.

Section 4. Employee Information. Education Northwest shall provide the Union and the Education Northwest Local President with a list of bargaining unit new hires (names, addresses, phone numbers), terminations and employees on leave of absence for 30 days or longer and who are in the bargaining unit no later than the 15th day of the month following the month of hire or termination or in which the employee's leave reaches or exceeds 30 days.

Education Northwest shall provide the Union and the Education Northwest Local President with the following information on each bargaining unit employee on no less than a quarterly basis:

Name of employee, date of birth, job classification/grade, time in grade, employee identification number, regular/base pay/FTE salary, hire date/rehire date, termination date, home address, FTE, education, work phone, amount of dues deducted from regular/base pay, amount of other union deductions from regular/base pay, membership status.

ARTICLE 3 **UNION REPRESENTATION**

Section 1. Union Stewards. Education Northwest shall recognize three (3) Shop Stewards appointed by the Union and one Chief Steward. Whenever possible all communication between Education Northwest and the Stewards will be made through the Chief Steward or a Steward designated by the chief steward to handle a particular issue. The Union agrees to forward to Education Northwest a written list of members of the bargaining unit designated as Stewards within thirty days (30) of the effective date of this Agreement. The Union shall provide the Employer with written notification of changes to the list within thirty (30) days of any such change.

Section 2. Conduct of Duties. Stewards will make an effort to handle Steward duties during breaks and lunch times. Exempt employees will be permitted to conduct Steward duties during work time so long as it does not interfere with work or the conduct of their work duties. A pool equal to a total of twelve (12) days paid time, per year will be established to which Stewards may charge work time spent on steward duties during scheduled meetings with management regarding discipline and grievances. Once the pool is exhausted Stewards must conduct duties on unpaid work time.

Section 3. Access.

A. SEIU Representative Access. A maximum of two (2) representatives of the Union shall have access to the Employer's facility at reasonable times (not to exceed twice per week) provided such representatives:

- (1) make an appointment twenty-four (24) hours in advance of an intended visit with the Human Resources Director or designee;
- (2) confine activities to administering this Agreement and Section 3B; and

- (3) carry out activities without unapproved disruption of work schedules or loss of employee time.

B. When the Union needs meeting space for business related to Local 905, the Union may use one of the reservable rooms within Education Northwest, provided such rooms are available and that Human Resources is made aware of the reservation.

Employees will not be paid for time spent in discussions with Union Representatives.

Section 4. Union Bulletin Board. The Union shall be provided with at least a 3'x5' bulletin board located on each floor occupied by Education Northwest Notices posted shall be restricted to:

- (a) Union recreational and social activities;
- (b) Union elections and results, and appointments of Union representatives;
- (c) Union meetings; and
- (d) Other subject matter which is not profane, defamatory, harassing or derogatory.

Two (2) boxes on each floor occupied by Education Northwest for distribution of material will be provided near the union bulletin board. Copies of notices shall be submitted to Human Resources when posted or distributed.

The Union will be permitted to distribute literature to bargaining unit members. When appropriate (e.g. survey), bargaining unit members will be allowed to return materials to a box at a designated location. Any SEIU literature to be distributed at Education Northwest shall be identified as being from SEIU. Distribution shall not interfere with work or the conduct of work duties.

Section 5. Electronic Communication. The Education Northwest network may be used to a limited degree for the purpose of communicating regarding Union business as long as this does not conflict with the work, guidelines, goals, or policies and procedures of Education Northwest. The Union Leadership team may use Education Northwest's electronic scheduling system for the scheduling of leadership meetings and notifying bargaining unit members of the meeting date, time, and location of upcoming Union Meetings related to Local 905. Human Resources will be copied on all meeting invitations when using an Education Northwest meeting room. The invitation can direct bargaining unit members to Local 905's website.

Section 6. Labor Management. A minimum of three designees (one from operations, one from programs and the HR Director) of the CEO will meet with three designees of the Union (to be selected by the Union) at minimum, on a quarterly basis to discuss concerns, ideas, and potential solutions to issues of mutual concern regarding the operation of the organization. By mutual agreement, the parties may establish a more frequent meeting schedule. Subcommittees may be formed by mutual agreement, with up to two (2) additional substitute bargaining unit members serving.

Issues to be discussed may include, but will not be limited to, topics such as onboarding and separation processes, management feedback, communication, and other topics of mutual interest.

ARTICLE 4

MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained and vested exclusively in Education Northwest, including, but not limited to, the rights, in accordance with its sole and exclusive discretion and judgment: to determine the number of employees to be employed; to hire employees, to assign and direct employees' work; to promote; demote; to lay off for lack of work or lack of funds; recall to work; to determine the need for and the qualifications of new hires, promotions and transfers; to determine the need for workforce reorganizations, reductions in force and transfers; to set the standards of performance and the process for performance evaluation; to set the standards for work quality; to determine the methods, procedures, and nature of services to be rendered; to determine the contract account(s) to which an employee's work is charged; to determine the personnel, methods, means, and facilities by which operations are conducted; to set hours of work, work days and work locations; close or relocate operations or any program or part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, program, operation or service; to control and regulate the use of its facilities, equipment and other property; to introduce new programs, services or operations; and to determine the number, location, and methods of programs, services and operations; and to issue, amend and revise reasonable policies, rules, regulations, standards, and practices not covered by this Agreement. Education Northwest's decision to exercise, exercise in a particular way, or failure to exercise any right, prerogative or function hereby reserved to it, shall not be considered a waiver or preclude it from exercising the same right, prerogative or function in some other way, so long as the actions are consistent with this Agreement and do not result in conflicting interpretations. The exercise of any management right, prerogative or function which is not specifically modified or restricted by this Agreement is not subject to the grievance procedure.

ARTICLE 5 **NON-DISCRIMINATION**

Section 1. No Discrimination. Neither Education Northwest nor the Union shall treat any employee covered by this Agreement in a discriminatory manner based on race, color, sex, religion, national origin, disability, gender identity, age, Union status or activity, political belief, sexual orientation, or veteran status, as well as other characteristic or status protected by applicable federal, state or local law. In the event that a reasonable accommodation for a qualified employee with a disability is in conflict with any provision of this Agreement, Education Northwest and the Union will negotiate over the implementation of the accommodation.

Section 2. Personal Pronouns. Whenever used in this Agreement, male, female, or non-binary personal pronouns shall have equal application to other gender identities unless the context indicates otherwise.

Section 3. Diversity. Education Northwest and the Union acknowledge and value the diversity of Education Northwest's workforce and clients. This includes a commitment to foster a work environment free of cultural, social, physical, emotional, and intellectual barriers to creative thinking, learning and enhancement of the ability of all employees and clients to be successful. Education Northwest and the Union will make every reasonable effort to respect and support the spirit and intent of this diversity commitment.

ARTICLE 6
HARASSMENT AND DISCRIMINATION

Section 1. Prohibited Conduct. Education Northwest and the Union are committed to maintaining a working environment free of discrimination or harassment based on race, color, sex, religion, national origin, disability, gender identity, age, Union status or activity, political belief, sexual orientation and veteran status, as well as other characteristic or status protected by applicable federal, state or local law or the terms of this Agreement. Education Northwest and the Union are committed to maintaining a working environment that is free of harassment and inappropriate or aggressive behavior. Any employee who engages in harassing or discriminatory conduct will be subject to discipline, which may include immediate termination of employment.

All forms of unlawful harassment are strictly prohibited. Harassing conduct may be verbal, visual, physical, or psychological in nature. It may include comments, posters, cards, emails, and even jokes, when they create or contribute to a hostile or offensive working environment. Unlawful harassment can be both direct and indirect behavior, including, personal insults, derogatory name-calling, using foul or obscene language, vandalism of another's property, as well as threats, intimidation, humiliation, and harassment. Harassment of any staff member by a vendor, client or other staff member, in or outside of the workplace, is unacceptable and will not be tolerated. Harassment by a staff member of a vendor or client is equally unacceptable and will not be tolerated.

Conduct shall be considered *sexual* harassment when it is severe and pervasive conduct of a verbal, visual or physical sexual nature and:

- a. submission to the sexual conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. submission to or rejection of the sexual conduct influences employment decisions affecting the individual; or
- c. the sexual conduct or language interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Verbal sexual harassment includes sexually vulgar language, remarks about an individual's physical anatomy, gender-directed derogatory comments.

Visual sexual harassment includes a gesture of a sexual nature, distribution of written or graphic sexual material, sexually oriented magazines/posters, display of nude pictures, or depiction of a sexual nature.

Physical sexual harassment means touching in a sexual manner.

Section 2. Procedure. Any employee who believes they are subject to unlawful harassment or inappropriate aggressive conduct should take the following course of action;

Any employee aware of or experiencing discrimination, harassment, or sexual assault in the

workplace should report that information immediately to a company designee. Specifically, an employee may make the report verbally or in writing to Human Resources. As an alternative, an employee may report the harassment to the employee's immediate supervisor or higher management, if the employee prefers. Employees may report to any of the persons listed above, regardless of any particular chain of command. All employees are encouraged to document any incidents involving discrimination, harassment, and sexual assault as soon as possible.

- a. Union Grievance Procedure. An employee covered by this Agreement who believes that they are subject to unlawful harassment or inappropriate aggressive conduct may file a grievance using the Grievance Procedure in this Agreement. The grievance must be filed at the appropriate level and within the timelines provided. If violation is found, corrective action(s) will be taken to end the offensive conduct, correct its effect(s) on the employee, and ensure that the conduct does not recur. Retaliation in any form against a complainant or others who cooperate in the investigation of a complaint will not be tolerated. At the conclusion of the investigation, any individual(s) found to be in violation of this policy shall be subject to disciplinary action proportional to the seriousness of the offense and consistent with this Agreement.

ARTICLE 7

SAFETY AND HEALTH

Section 1. Safe Environment. Education Northwest and the Union are committed to maintaining a safe work environment for employees and visitors to Education Northwest's facilities. Education Northwest shall take both reasonable and legally required precautions to safeguard the health and safety of employees during business hours, periods of on-duty travel and other recognized activities of Education Northwest. Employees will maintain their workspaces in a non-hazardous condition.

Section 2. Visitor Control. During normal business hours, visitors will be required to check in at reception and receive a visitor badge. Visitor sign-in creates a log of who is present and authorized to be in Education Northwest work areas.

Section 3. Employee Identification. All Education Northwest employees shall receive an identification badge bearing the employee's name and photograph. The identification should be worn and visible during normal business hours while in all Education Northwest work areas. The badge assures proper identification of Education Northwest employees and co-workers.

Section 4. Workplace Violence and Harassment. Education Northwest shall make all reasonable efforts to provide a workplace that is free from harassment, violence, or the threat of violence. Incidents of co-worker or supervisor generated intimidation, threat or harassment that create or contribute to a hostile or offensive working environment will be addressed through application of Article 6, Harassment and Discrimination. If, prior to using the process laid out in Article 6, a bargaining unit member would like to try to resolve the issue with their immediate supervisor, the Director and/or Human Resources may do so without forgoing their ability to utilize the processes outlined in Article 6.

Employees who express fear or concern for personal safety due to personal relationships are to inform their immediate supervisor, Director, and Human Resources.

Section 5. CPR Training. Education Northwest will offer annual cardiopulmonary resuscitation (CPR) training to all employees. Participation in CPR training is voluntary, but may be limited, and will be conducted during Education Northwest regular business hours and will be paid time for a group of representatives selected by Education Northwest.

Section 6. Environmental Health. Education Northwest shall make all reasonable efforts to maintain office and work areas in an environmentally healthy condition. Education Northwest shall communicate regularly with the building management where office and storage space is leased to review proper lighting, air circulation and quality, ventilation, and sanitation facilities. Education Northwest will conduct an ergonomic review of employee workspaces, upon request, to identify and resolve issues that arise during the year.

Section 7. Safe Travel. In the event that weather makes travel too dangerous, employees will be permitted and encouraged to avoid dangerous travel.

Section 8. Safety Committee. Education Northwest will establish a safety committee that should meet at least quarterly to review workplace safety issues (e.g. OSHA review and emergency evacuation procedures). Safety Committee minutes will be posted on the intranet.

ARTICLE 8 **DISCIPLINE AND DISCHARGE**

Section 1. Discipline and Discharge. Employees covered by this Agreement who have successfully completed the Trial Service Period (90 calendar days) shall be disciplined or discharged only for just cause, as defined in Section 4 of this Article. An employee may choose to have a Union representative/ steward or other bargaining unit employee present for an investigatory interview which may result in disciplinary action or discharge or in a discharge meeting. Education Northwest will give a copy of any written disciplinary or discharge record to the employee and will provide a copy of the record to the Union if the employee so requests. If disciplinary matters are corrected or resolved to the mutual satisfaction of Education Northwest and the employee, Education Northwest will place a record of the satisfactory correction or resolution in the employee's personnel file attached to the record of prior disciplinary action; provided however that Education Northwest may consider prior discipline in connection with the determination of discipline or discharge at a later date unless that disciplinary event was successfully arbitrated by the Union or two years have passed.

Section 2. Discipline Process. Education Northwest shall follow the progressive discipline steps as outlined in the current HR guidelines. Any changes to those guidelines will not be implemented without consultation with the Union stewards. The HR Guidelines are available to employees.

At any point during the disciplinary process, should the employee, supervisor, HR, or Union steward have questions concerning the remedy or timeframe, HR and the Union will meet with a member of the executive team concerning proper action. If there is still no agreement among the parties, the Union may move forward with a grievance.

Section 3. Weingarten Rights. Prior to initiating an investigatory interview an employee will be notified a meeting will take place, and the nature of the investigation. The employee has the

right to union representation at this meeting. If employees find themselves in a meeting that starts to include questions that they reasonable believe may lead to discipline, they have the right to postpone the meeting for a reasonable amount of time until union representation is available.

Section 4. Definition of Just Cause. For purposes of this Article, “just cause” includes but is not limited to unsatisfactory performance or unacceptable behavior; conflict of interest; serious misconduct; job abandonment or other factors warranting discipline or termination of the employment relationship. Issues concerning loss of program funding, termination of a contract, project or program are covered by Article 10, Layoff and Recall.

For example, subject to Section 3 of this Article, employees may be disciplined or discharged for unacceptable performance or behavior, including but not limited to unsatisfactory work performance, repeated tardiness, excessive absences, refusal to perform assigned work, insubordination, falsification of Education Northwest records or reports, or violation of standards of behavior reasonably expected for employees of Education Northwest for which Education Northwest determines disciplinary action or discharge to be appropriate. This list of examples is not intended to exclude other causes for discipline or discharge that fall within the definition of just cause.

Section 5. Progressive Discipline. Discipline may include oral or written warning, a suspension, demotion or transfer, or discharge. Progressive discipline principles normally will be followed but both parties recognize that the seriousness of some circumstances may be such that one or more of the disciplinary steps may be skipped. The level of discipline in a given situation will depend upon the severity of the circumstances. Education Northwest will make reasonable efforts to discipline employees in a non-public manner.

Section 6. Reporting Concerns. Employees will not be disciplined for reporting good faith concerns regarding client service or violations of this Agreement to Education Northwest management, Human Resources in an appropriate manner.

Section 7. New Work Rules and Procedures. Education Northwest agrees that no new work rules that have a substantial impact on bargaining unit working conditions will be put into effect during the term of this Agreement without prior notification to the Union. If there are proposed changes that have substantial impact on bargaining unit working conditions the Union has thirty (30) days from notification to respond. All new work rules and procedures may be reviewed and discussed by the labor-management committee within the thirty (30) day period.

ARTICLE 9 **GRIEVANCES**

Section 1. Grievances. Any employee, as defined in this Agreement, may raise a grievance that Education Northwest has violated a specific term of this Agreement, except to the extent that the right to grieve is otherwise limited by a specific term of this Agreement. Grievances shall be presented in writing to Human Resources within thirty (30) calendar days of the date the grievant knew or should have known of the alleged grievance. Grievances that are not timely submitted are waived. Any grievance that may arise during the term of this Agreement must be pursued and resolved through the procedure stated in this Article as the sole and exclusive

means for pursuing and resolving all grievances, with the exception of violations of Article 6, Harassment and Discrimination, which may be grieved either through the Union Grievance Procedure in this Article or the Education Northwest Grievance Procedure. This Section does not preclude an employee from resolving a workplace issue that does not involve violation of this Agreement through the Education Northwest Grievance Procedure.

Bargaining unit members shall have the right to be represented by a bargaining unit member of their choice and/or a Union staff member at any step of the Grievance Procedure. However, only the Union may submit a grievance to arbitration on behalf of a grievant. Up to two additional supervisory or Human Resources personnel may be present at any meeting held under this procedure at the discretion of Education Northwest. The grievant or the Union may withdraw a grievance at any time during the Grievance Procedure. All parties agree to make a good faith effort to resolve all grievances at the lowest level possible and as quickly as possible.

Section 2. Grievance Procedure. Grievances shall be resolved in the following manner:

Level I: Human Resources

- A. As soon as possible, but no later than ten (10) workdays from receipt of the request from the grievant, Human Resources will schedule a meeting with the Union and the grievant. After the meeting, Human Resources shall document their written response of disposition to the grievance within five (5) workdays of the meeting and share that with the union.
- B. Grievances claiming violation of Article 6, Harassment and Discrimination, by the grievant's immediate supervisor will start at Level II (or at Level III if the grievant's immediate supervisor is a Director).

Level II: Director

If the grievant's immediate supervisor is a Director, the Union may appeal the Level I disposition immediately to Level III, skipping Level II.

If the Union is not satisfied with the disposition at Level I or if Human Resources does not provide a written statement of disposition within the required five (5) work day response period, the Union may appeal the grievance to Level II by submitting a written grievance to the appropriate Director. The written grievance must be submitted within five (5) work days of receipt of the Level I disposition statement or, if no written disposition statement was received, within five (5) work days of when the statement should have been received. The Director shall respond to the grievance in writing within five (5) workdays of receipt of the written grievance.

Level III: Chief Operating Officer (COO)

If the Director's response is not issued within five (5) work days after receipt of the written grievance or if the Union is not satisfied with the response, the Union may appeal the grievance to Level III by submitting the written grievance and record of disposition at prior levels to the COO, with a copy to Human Resources. The grievance must be submitted within five workdays of receipt of the Level II response (or Level I response, if applicable) or, if no response was received, within five (5) workdays of the date the prior level's response should

have been received. Within five (5) workdays of receiving the written grievance record, the COO shall meet with all parties necessary and respond to the Union in writing within five (5) workdays after the meeting takes place.

Level IV: Chief Executive Officer (CEO)

If the COO's response is not issued within the time limits set for Level III or if the Union is not satisfied with the disposition at Level III, the grievance may be appealed to Level IV by submitting the written grievance and record of disposition at prior levels to the CEO, with a copy to Human Resources. The grievance must be submitted within five (5) workdays of receipt of the Level III response or, if no response was received, within five (5) workdays of the date the Level III response should have been received. Within seven (7) workdays of receiving the written grievance record, the CEO shall meet with all parties necessary and respond to the Union in writing. The decision of the CEO shall be final and binding unless the Union submits timely written notification of its intent to arbitrate the grievance.

Level V: Arbitration/Mediation

When all applicable prior levels have been exhausted and the grievance remains unresolved, the Union may submit the grievance to arbitration by submitting written notification to arbitrate the grievance to the CEO within ten (10) workdays after receipt of the CEO's decision at Level IV or, if no decision was issued, within ten (10) work days of the date the Level IV decision should have been received. After written notification to the CEO the parties shall select an arbitrator and set a date for the arbitration within thirty (30) calendar days. The parties will make every reasonable effort to start the hearing within ninety (90) calendar days of notification to the CEO.

After notification to the CEO of the Union's intent to arbitrate the grievance, the parties may submit the grievance to confidential, non-binding mediation by mutual agreement. The mediator shall be impartial and shall be appointed by mutual agreement of the Union and Education Northwest. In the event mutual agreement cannot be reached, the Federal Mediation and Conciliation Services (FMCS) shall be asked to name a panel of eleven qualified neutrals in Oregon and/or Washington from which one name shall be selected by the Union and Education Northwest within five (5) work days after receipt by alternately striking names. A coin toss shall determine the order of striking names. The remaining name on the list shall be the mediator.

Unless the Union and Education Northwest mutually agree to defer selection of an arbitrator until after mediation, the Union and Education Northwest shall have five (5) workdays from Education Northwest's timely receipt of the Union's written notification of intent to arbitrate to select a mutually acceptable arbitrator. If the Union and Education Northwest fail to agree upon an arbitrator within this period, they shall jointly request the AAA to submit a list of seven (7) qualified neutrals in Oregon and/or Washington from which one name shall be selected by the Union and Education Northwest within fourteen (14) calendar days after receipt by alternately striking names. The Union and Education Northwest may each reject in its entirety the first list provided and request a second list. A coin toss shall determine the order of striking names. The remaining name on the list shall be the arbitrator.

The arbitrator's award shall be rendered within thirty (30) calendar days of the close of the hearing or the submission of post-hearing briefs, whichever is later. An arbitrator's award or

any settlement of the grievance shall be final and binding upon Education Northwest, the Union and the grievant. The arbitrator shall have the power to interpret this Agreement and apply it to the particular facts submitted to him/her but shall have no authority to add to, subtract from or in any way modify the terms of this Agreement, nor shall they have any authority to limit or change any policies, practices, rules or regulations of Education Northwest not in conflict with the specific terms of this Agreement. No award of back wages or benefits shall exceed the amount of wages or benefits the grievant would have earned minus any other wages or benefits earned or received by the grievant from any source(s) which replaced lost earnings or benefits from Education Northwest during a period of suspension or discharge covered by the grievance, other than unemployment compensation received.

Section 2. Expenses. The expenses and fees involving the services of an arbitrator or mediator shall be borne equally by both Education Northwest and the Union. Each party shall be responsible for the costs of presenting its case to the arbitrator or mediator, including attorneys' fees, if any. In the event only one party wants a transcript from the arbitration hearing, the party so requesting shall pay all costs of the transcripts. Should both parties want transcripts, the parties shall share the cost equally.

Section 3. Time Periods. The time periods stated in this Article may be extended or modified by written mutual consent of the parties involved at the applicable level. Otherwise, failure to file or advance a grievance within the time periods specified shall constitute a final disposition of the grievance in favor of Education Northwest. Failure of Education Northwest to respond timely at any level will be treated as a denial and allow the grievant or the Union, as applicable, to advance the grievance to the next level within the appropriate time period based on when Education Northwest's response should have been received.

Section 4. Discharge or Suspension Grievances. A grievance of a discharge shall be started at Level III. A grievance of a suspension shall be started at Level II.

Section 5. Record of Grievance. The grievance form and records of the written disposition of a grievance at each applicable level shall not be placed in the grievant's Personnel File unless the grievant requests in writing that a copy of a specific grievance document or documents be placed in the grievant's Personnel File.

Section 6. Written Grievances. In submitting a written grievance at Levels II through IV, the grievant and the Union shall submit grievances on an official SEIU, Local 503, grievance form and shall include the date and other specific facts of the alleged violation of this Agreement by Education Northwest, the specific section(s) of this Agreement alleged to have been violated and the specific resolution sought. Failure to comply with this requirement at any level shall render the grievance untimely and null and void.

Section 7. Paid Work Time. Except as otherwise specified in this Agreement, paid work time for employees directly involved in grievances (e.g., grievant(s), witness(es)) under this Article is limited to time spent in grievance meetings with Education Northwest management representative(s) at Level I through Level IV, as applicable. Level I through IV grievance meetings shall be held during normal work hours unless the parties mutually agree to another time. Paid work time otherwise applies only if, and to the extent, Education Northwest requires an employee to participate in a grievance-related meeting or in mediation or an arbitration hearing, as applicable.

ARTICLE 10
LAYOFF AND RECALL

Section 1. Layoff and Involuntary Reduction in FTE. Whenever a decision has been made by Education Northwest that a workforce reduction, or any involuntary reduction in an employee's FTE, is necessary, the following procedure shall be utilized in selecting employees for layoff:

- a. Prior to any layoff, Management will consider whether there are any long-term tasks being conducted by independent contractors that could be provided to Education Northwest employees in lieu of a layoff.
- b. Long-term temporary employees in the affected center or office will be laid off next on the basis of Education Northwest seniority.
- c. Employees in their trial service period in the affected center or office shall be considered by job grade and employee qualifications and will be laid off next on the basis of Education Northwest seniority.
- d. Regular Employees in the affected center or office shall be considered by job grade and will be laid off based on the following considerations, as determined by Education Northwest:
 - Ability of the employee to fill one or more of the needed services or functions;
 - Nature and frequency of appropriate experience, such as time in grade, and/or training of the employee to perform the needed services and functions;
 - The potential of the employee to provide for the immediate center or office needs and future program needs.
- e. In the event two or more Regular Employees are considered by Education Northwest to be equally qualified under the subsection d. considerations, final selection shall be based first on Education Northwest seniority (length of service at Education Northwest). If seniority is equal, then selection will be based on time in grade.

Section 2. Notification.

A. Union Notification. Management will make every effort to identify the specific individuals who will be notified of layoff and involuntary reduction in FTE. Layoff or involuntary reduction in FTE will not be used in lieu of the disciplinary process. Prior to these employees being notified, Human Resources will invite the Union President(s) or designee to meet to review the outcome of the methodology applied. If the Union President(s) or designee is/are not able to meet within two (2) business days of the above-referenced notification, the individuals who may be laid off or to have their FTE involuntarily reduced will receive notification.

If the Union President or designee believes that there are alternatives to layoffs such as voluntary reduction in hours or voluntary paid leaves of absence, the Union will have seven (7) business days to obtain mutual agreement from all involved bargaining unit parties and their

recommended actions will be considered by Human Resources and the affected Director who will make the final decision based on organizational needs.

B. Employee Notification. In the event of any layoff or involuntary reduction in FTE, Human Resources shall notify the affected employees, in writing, of their impending layoff or reduction in FTE no less than thirty (30) calendar days prior to the layoff or reduction taking effect. Employees receiving layoff (100% loss of FTE) may receive one month pay in lieu of thirty (30) day notification or any combination thereof. In the case of layoff or involuntary reduction in FTE, Education Northwest will share with the affected employees, and the union, how the methodology was applied. Such meetings, when possible, shall be scheduled toward the end of the day. The affected employee may choose to leave after the meeting and be provided an account code.

The layoff or involuntary reduction in FTE notice will include the following:

1. A list of vacant positions which are at the same or one level below the current position of the affected employee and a description of the employee's option to apply for the position(s) as a transfer in lieu of layoff or involuntary reduction in FTE, including how they will be the first considered to fill such vacancies if they are qualified.
2. If an employee's FTE involuntarily drops below .50, causing them to lose benefits, a description of the employee's option to accept a layoff and retain their eligibility for recall
3. Their rights to complete a request for additional work hours within Education Northwest.
4. Their options for continued income (e.g. unemployment and recall) and benefits (e.g. retirement and healthcare).
5. Detailed summary of how the methodology (see Article 10, Section 2.A.) was used to make the layoff or involuntary reduction determination.

Copies of the written notification will also be given to the President of Local 905.

Section 3. Transfer in Lieu of Layoff or Involuntary Reduction of FTE. Within five (5) days of receipt of the notice of layoff or involuntary reduction of FTE, the employee will submit a statement of interest and qualifications, including a resume, to the hiring manager and Human Resources. If the employee fails to request the transfer in lieu of layoff or involuntary reduction in FTE within those five (5) days, the employee loses the right for that position. Within two (2) days of receipt, the manager shall respond to the employee and, if the employee is qualified, schedule a time for an interview to occur within five (5) days of the notice by the employee of interest and qualifications. The vacant position will not be filled by the Employer until after the interview is completed. An employee who meets the skills, abilities, knowledge and experience as specified in the position description shall be offered the position. If the employee receiving an involuntary reduction in FTE declines the offered position, they lose the right to additional offers of transfer in lieu of involuntary reduction in FTE for the current FTE reduction. If an employee receiving a layoff declines the offered position, they shall forfeit recall rights.

For employees receiving an involuntary reduction in FTE, and if at the time of notification no vacant positions are available for a transfer in lieu of involuntary reduction in FTE, then the next time a position which is of the same level or one level lower is posted, per Article 21, Section 1, the affected employee will be notified in writing by Human Resources, as a transfer in lieu of involuntary reduction in FTE. The Employer will make reasonable efforts to restore FTE to employees whose FTE has been involuntarily reduced by offering available work for which the employee is qualified. These obligations shall continue for twelve (12) months following involuntary reduction unless the employee is terminated or laid off.

Section 4. Recall (For laid off employees)

a. Eligibility Employees who are in good standing at the time of layoff shall be eligible for recall unless the Employer has just cause not to reinstate. At the point Education Northwest decides that an employee is no longer in good standing, Education Northwest shall notify the employee of this fact in writing with a copy to the President of Local 905.

b. Duration A laid off employee will retain recall rights for the first twelve (12) consecutive months of layoff unless terminated with just cause for a reason other than a reduction in force.

c. General Recall If positions at the same level as the employee, or one level below, become available, and the positions are not filled by regular employees who are transfers in lieu of layoff, employees on the recall list will be notified by email that the position is open and whether the individual meets the required skills, abilities, knowledge and experience as specified in the position description. Employees will be notified in email, that they have five (5) working days from receipt of the notice to respond to Education Northwest by contacting Human Resources with notice of their interest in an open position. If an employee meets the skills, abilities, knowledge and experience as specified in the position description they will be recalled for the position in reverse order of layoff. If an employee is notified that the hiring committee has determined that they do not meet the required skills, abilities, knowledge and experience as specified in the position description, and disagrees with that assessment the employee must respond to the notification within five (5) working days from receipt of the letter by contacting Human Resources. Education Northwest shall simultaneously provide copies of the letters to the President of Local 905.

d. Specific Position Recall When a specific position that has been performed by a laid off employee is refunded, that employee shall be notified and recalled to their prior position.

e. Right of Refusal An employee on the recall list shall have one refusal of a job at a lower classification level without forfeiting their recall rights. An employee who refuses a recall to a position at the same classification level shall forfeit rights under this section. "Refusal" under this section means rejecting an offer for a position or an interview or failing to respond to Education Northwest's notice of recall.

Section 5. Additional Work Hours for Reduced FTE. If an affected employee completes a request of additional work hours within Education Northwest, they will be provided a copy of

the email notice sent by the supervisor or HR to other managers inquiring if they have available work hours for the affected employee.

Section 6. Provision of Seniority List. Education Northwest shall provide the Union with a seniority list within sixty days of the effective date of this Agreement. Seniority will be provided by time at Education Northwest and time in grade. The Union shall make the list available to employees. Education Northwest shall provide an updated list to the Union annually. Employees who disagree with their listed seniority status may raise a grievance within the time limits set in Article 9, Grievances.

Section 7. Break in Service. Employees who are laid off and then resume employment at Education Northwest within twenty-four (24) consecutive months shall have their original seniority at the time of layoff reinstated and shall be entitled to benefits, including accumulated PTO, associated with such seniority, excluding the actual period of layoff. Employees who resign or are terminated for cause shall retain no seniority.

ARTICLE 11 **TRIAL SERVICE PERIOD**

Section 1. Trial Service Period. A new Regular Employee shall be in a trial service period for the first 90 calendar days of employment. Seniority shall accrue during the trial service period.

Section 2. Representation and Grievances. The Union shall represent trial service period employees for the purpose of collective bargaining with respect to wages and other conditions of employment. A trial service period employee may be disciplined or discharged for any reason, with or without cause as defined in this Agreement, and may grieve the action only through Level IV of the Grievance Procedure in this Agreement. A trial service period employee shall not have recourse to Level V of the Grievance Procedure.

Section 3. Orientation. Education Northwest shall provide orientation for all new employees. A designated Union representative shall be allowed up to 30 minutes in each new employee orientation session, with pay for the Union representative (if an employee) and the new employee(s), to explain the Union's exclusive representation status, its benefits, and services available to membership. If an orientation for new employees does not occur within 90 days of an employee's hire date, a designated Union representative will be allowed to meet with the new employee(s), as described above outside the orientation session.

Section 4. Performance Reviews. Education Northwest shall give each trial service period employee at least three supervisory check-ins during their trial service period (once every 4-6 weeks). Check-ins shall include a clarification of the employee's strengths and developmental needs, as demonstrated up to that point.

ARTICLE 12 **DRUGS & ALCOHOL**

Section 1. Statement. Education Northwest and the Union recognize that the misuse of drugs and alcohol is a serious and dangerous problem. Education Northwest and the Union believe that prohibiting the improper use, possession or influence of alcohol, illegal drugs and other controlled substances in the workplace will improve the safety and health of Education

Northwest staff members.

Section 2. Alcohol. Employees are prohibited from being intoxicated or under the influence of alcohol during work time. Moderate consumption of alcohol at Education Northwest-sponsored events, client or vendor events, or other business-related functions is not prohibited. However, employees are responsible for maintaining appropriate professional behavior at such events. Employees who work during or report to work after any business-related event where alcohol has been served still are required to comply with these requirements.

Section 3. Drugs and Other Controlled Substances. The manufacture, distribution, dispensation, possession, sale, purchase, offer to buy or to sell, or use of an illegal drug, related paraphernalia, or other controlled substance and the illegal use of any drugs (including misuse of prescription drugs) in the workplace or while engaged in Education Northwest business is prohibited.

Employees also are prohibited from being under the influence of illegal drugs or other controlled substances (other than the lawful and appropriate use of prescription medications) on Education Northwest premises or while representing Education Northwest.

Section 4. Rehabilitation Assistance. Education Northwest and the Union encourage any employee with a personal substance abuse problem to seek voluntary assistance in confidence through the EAP or employee benefit plans. This Article is not intended to prohibit the safe and legal use of prescription and non-prescription medications.

Section 5. Drug Testing. Education Northwest reserves the right to require reasonable suspicion testing of applicants and employees or testing required by applicable law or Education Northwest's contracts or grants.

Section 6. Inspection of Education Northwest Property. Education Northwest reserves the right to inspect and search all Education Northwest property for alcohol, controlled substances or illegal drugs when it has reason to believe there is a violation of this Article. Education Northwest may search an employee's personal property on Education Northwest premises only with the employee's consent; provided, however, that if the employee refuses to give consent, Education Northwest shall have the right to require the employee to immediately remove the property in question from its premises and not bring it back on premises. Searches of Education Northwest property will not be conducted by Education Northwest without prior authorization of the Chief Executive Officer or their designee.

Section 7. Drug-Free Workplace Act. This Article is intended to be interpreted and applied in accordance with Education Northwest's obligations under the federal Drug-Free Workplace Act, including any regulations or contractual obligations thereunder.

ARTICLE 13 **HOURS OF WORK/OVERTIME/PAYDAYS/TIME REPORTS**

Section 1. Paydays. Paydays are the last business day of each month for exempt employees and the 15th (or last business day before the 15th) and the last business day of each month for non-exempt employees.

Section 2. Accuracy of Timesheets Each employee is responsible for accurately completing their timesheet when due. Timesheets are due on the 15th and the last business day of each month for exempt and non-exempt regular and temporary employees. All timesheets must be submitted not later than 5 p.m. on the date due. Exempt employees who are asked by Education Northwest to deviate from the standard work week will seek supervisor guidance and approval for completing their timesheet. Any time a manager assigns a non-exempt employee non-contract work (indirect), the manager will provide the employee with a charge account and will request the Finance office to add the charge account to the employee's timesheet.

Section 3. Salary Advancements. Salary advancements are allowed only in extreme circumstances. Employees may request salary advancement for an extreme emergency, which the employee shall identify in writing to Human Resources, with a copy to the employee's supervisor or Director. The amount of the requested advance shall not exceed the salary or wages earned as of that time, less taxes and benefit withholding. Requests for salary advancements require written approval of the Director of Human Resources and the Chief Operating Officer.

Section 4. Overtime for Non-exempt Employees. The Executive Office must approve requests for pay for overtime work by a non-exempt employee in writing prior to the performance of the work. Overtime is paid to non-exempt employees at the rate of time and one-half for hours worked in excess of 40 hours per work week. Non-exempt employees required to work on an Education Northwest-observed holiday will be paid at the rate of time and one-half for the hours worked, in addition to receiving regular holiday pay. Where possible, travel for non-exempt employees shall be scheduled during the employee's normal work hours (on workdays or non-workdays) and shall be paid in accordance with applicable state and federal wage and hour laws, including overtime pay as applicable.

Section 5. Work Scheduling - Non-exempt Employees. Normal Education Northwest office hours are 8:30 a.m. to 5:00 p.m. The standard workday for non-exempt employees is 8.0 hours, with a half-hour unpaid lunch period. Work schedules outside the normal 8:30 a.m. to 5:00 p.m. office hours must be approved by an employee's supervisor or Director and reviewed by Human Resources. Criteria for a supervisor's approval of an alternate work schedule shall be the satisfactory completion of the employee's assignments, and the feasibility of meeting the needs of the program, Education Northwest, and the employee. Education Northwest may allow employees to flex hours within the workweek with prior approval if it does not interfere with the operation of the Center/Office and the completion of work, provided no overtime is accrued. Education Northwest agrees not to abuse its discretion in the application of this section.

Section 6. Work Scheduling - Exempt Employees. The standard work week for full-time exempt employees is 40 hours. However, it is understood that the hours of exempt staff may sometimes vary from the standard work week by either exceeding or falling short of 40 hours. Exempt employees shall be allowed this flexibility in scheduling with the understanding that they are expected to fulfill program and client needs and commitments. Education Northwest agrees not to abuse its discretion in scheduling employees to fulfill program and client needs and commitments. Exempt employees may vary their work schedule and/or work location with the prior approval of their supervisor or Director, consistent with Education Northwest business needs. Exempt employees shall not abuse the practice of flexibility. Failure to perform as a result of this flexibility shall result in denial of future schedule flexibility and discipline,

up to and including dismissal.

Section 7. Work Scheduling – Exempt and Non-exempt Employees. During regular meetings, supervisors and employees will review and discuss an employee's staffing allocation and portfolio (defined as a set of projects and work tasks commensurate with the grade, title, and FTE) for at least the upcoming month. These meetings will generally occur every 4-6 weeks. Staff will receive account codes to charge for all approved work within their portfolio. When, between regular meetings, an employee needs additional work to fill their portfolio, they will engage with their supervisor or director to identify approved work and corresponding account codes.

ARTICLE 14

PERFORMANCE REVIEWS & PROFESSIONAL DEVELOPMENT

Section 1. Purpose. Performance planning and review at Education Northwest supports supervisors and staff as they seek to achieve quality performance and meaningful professional growth. Our system allows for an annual (approximately every twelve (12) months) time to reflect and plan for the year supported by ongoing check points to ensure quality communication. Performance Reviews shall not be used as part of the disciplinary process.

Section 2. Informal and Formal Performance Discussions. Informal performance feedback may occur during an employee's regular meeting with their supervisor (generally every 4-6 weeks). Formal performance reviews shall be performed at least annually. Performance reviews shall address the following:

- a. Education Northwest and program-specific responsibilities and expectations;
- b. Workplace behavior expectations;
- c. Job responsibilities assigned to the employee, including a review of their job description as needed;
- d. The employee's portfolio work;
- e. Career development;
- f. Communication between the employee and their supervisor(s);
- g. Examination and resolution of the communication or other barriers inhibiting exceptional performance;
- h. All criteria used for evaluating the employee;
- i. The supervisor's(s') evaluation of the employee's performance with respect to factors a, b, and c;
- j. The employee's response, if any, to the supervisor's evaluation;
- k. The supervisor's(s') expectations for performance improvement in writing (including specific methods for improving weakness areas, if applicable), and the employee's written response, if any, to these expectations.

The parties recognize that performance criteria vary among Education Northwest programs and that this should be reflected in the performance appraisal process and the performance review tools.

Section 3. Individual Development Plan. Each Regular Employee, with the assistance and approval of their immediate supervisor, shall prepare an Annual Performance Plan as part of

their annual performance review. The plan may include goals for professional development and must be relevant to the employee's current job or for career advancement. To the extent possible, the plan may include Education Northwest-wide, small group and individual training, attendance at conferences or seminars, or coursework, or information on career advancement.

Specific aspects of the plan may change with supervisor approval, according to changing opportunities and needs of the employee and Education Northwest. Long-term temporary employees do not have annual performance plans.

Section 4. Mentoring Program. Each new Regular Employee, or long-term temporary employee who requests it, shall be assigned a co-worker as a mentor for the first six months of the employee's employment with Education Northwest. The purpose of the mentor is to assist the employee in learning the policies and procedures, culture, and program or job content of Education Northwest. Employees who have been at Education Northwest for at least two years and who wish to be mentors shall notify their immediate supervisor and Director. A representative from Human Resources shall assign mentors from among the pool of volunteers.

Section 5. Individual Development Plan Participation. Regular Employees may make written requests to their immediate supervisor to participate in activities related to fulfilling their annual performance plans. An individual staff development request may include, but is not limited to, coursework at an accredited college, university or vocational school; cross-training in another program/department or position at Education Northwest or another facility; and attendance at seminars or conferences that are not assigned as mandatory by Education Northwest. Management will follow the Non-Discrimination provision of this Agreement in distributing opportunities for staff development. The employee and their immediate supervisor shall complete the individual staff development request, which shall be forwarded to the Director for approval.

Regular Employees shall be reimbursed for fees for conferences and/or tuition for seminars, workshops or courses at an accredited college. Tuition reimbursement shall not exceed \$850 per fiscal year. Upon successful completion, as defined in the Individual Staff Development request form, reimbursement must be requested within thirty (30) days of the activity.

Each calendar year, Education Northwest will provide every employee with 2 (two) days of professional development that is beneficial for both the individual and the organization. Professional development opportunities are for regular exempt and non-exempt employees and must be approved in advance by the individual's supervisor and center director, and Human Resources must be notified. Hours will be prorated based on the employee's FTE.

The supervisor or director shall approve or disapprove the request for professional development time and reimbursement within ten (10) working days of receipt, based on the requested activity's relevance to the employee's annual performance plan, the availability of funds, any applicable program contract requirements or constraints, workload considerations and other operating needs of Education Northwest.

Approval at any step shall not be unreasonably withheld and appeals of such denial may be processed through Article 9, Grievances. If the activity is not successfully completed within the agreed-upon timeframe, the employee shall reimburse Education Northwest for any advanced

funds received by the employee and shall forfeit any outstanding amounts otherwise due him/her.

Section 6. Grievances. If an employee believes that the process with which they were evaluated violates this Agreement, they may file a grievance through the grievance process in Article 9, Grievances. The content of performance reviews may be grieved through the grievance process in Article 9, Grievances, only if the employee claims a violation of Article 5, Non-discrimination, or Article 6, Harassment and Discrimination. Other grievances regarding performance reviews may be addressed through the Education Northwest Grievance Procedure.

ARTICLE 15 **PERSONNEL FILES**

Section 1. Definition. A personnel file is the official record of confidential employment information and history. A personnel file shall include original records and documents pertaining to: agreement and conditions of employment, actions that modify an original employment agreement, records of education and experience, forms that record an employee's job history, performance evaluation reviews, termination and enrollment records for employee benefits, records of disciplinary actions and personnel or grievance records requested by the employee to be placed in their file.

Section 2. Files Retention. All personnel files for members of the bargaining unit shall be stored and maintained by Education Northwest Human Resources. Personnel files are confidential records and may be accessed only by persons with an official business need to maintain or access the files(s). The Human Resources office will maintain records in electronic or paper form that assist with employee record-keeping and compilation of statistical and demographic reports, i.e. Affirmative Action and other legal requirements, as well as grievance records not requested by an employee to be placed in their file. These other records shall not be part of official personnel files.

Section 3. Notification and Appeal. Employees shall be notified of disciplinary records placed in their official personnel file, prior to placement. Notification shall be in the form of a copy of the document intended for entry. If the employee objects to a document being placed in the personnel file, they may submit a written request to the Chief Operating Officer (COO) stating the specific item of disagreement and the nature of the objection. The COO will consider all information provided by the employee with regard to the document and respond within 10 days of receipt of the request. This provision of this Article will not apply to completed and authorized HR related forms and employee benefits enrollment forms.

Section 4. Files Access. The Education Northwest Human Resources office will maintain a record of all people who access official personnel files. The record will capture the specific file(s) accessed, person accessing the file and their signature, and date and time of file access.

An employee or their steward may review the employee's personnel file. The employee may request that materials be submitted to the personnel file. A copy of any materials requested from the file will be provided to the employee within fourteen (14) days of receipt of the request. In instances where a former employee is requesting copies of material located in their

personnel file, a cost reasonably calculated to recover the actual cost of providing the service will be charged.

Education Northwest's Chief Executive Officer, COO, Human Resources office staff, the employee's current Director or other supervisor of the employee or a hiring Director or other hiring supervisor may review an employee's personnel file as required for efficient administration of Education Northwest. All other Education Northwest supervisors or managers seeking access to an employee's personnel file must submit a written request to Human Resources stating the business purpose for access and material sought in the personnel file. Human Resources will respond within fourteen (14) days for receipt of the request. No other persons shall be given access to an employee's personnel file except with the employee's consent or to the extent disclosure is required pursuant to lawful subpoena or court order. If copies are requested, a cost reasonably calculated to recover the actual cost of providing the service will be charged.

Section 5. File Corrections. If, after examination of the personnel file, an employee believes that any portion of the file is not accurate, they may submit a written rebuttal or correction statement to Human Resources and this statement shall be placed in the employee's official personnel file.

ARTICLE 16 **EMPLOYEE ASSISTANCE PROGRAM**

Section 1. Education Northwest shall provide an Employee Assistance Program (EAP) equivalent to the one currently provided. Benefits available to employees will be posted in a place easily accessible to employees.

Section 2. No information exclusively gathered by an Employee Assistance Program may be used to discipline an employee.

ARTICLE 17 **STAFF TRAVEL**

Section 1. Mileage Reimbursement and Parking. Education Northwest shall reimburse employees at the current IRS reimbursement rate for the authorized use of their personal vehicles and for the cost of parking for travel on Education Northwest business.

Section 2. Expense Reimbursement. Education Northwest shall reimburse employees for their reasonable expenses relating to job-related travel, including transportation costs to and from meetings and conferences in the Portland area on the same basis as for travel by non-bargaining unit staff members. Employees will be reimbursed for meals during travel that cannot be completed within a 12-hour period of one day according to the federal per diem rate.

Section 3. Travel Advances. Travel advances shall be made, at an employee's request, for the amount of the projected travel expenses, as approved by the Director or Manager, on the travel authorization form. No employee may maintain a balance in their travel advance account for more than two weeks after travel or a consecutive schedule of travel with less than two days in the office is completed. If an employee submits an expense claim for out-of-

pocket costs they shall receive reimbursement within two weeks of Education Northwest receiving a correct expense claim form.

Section 4. Cell Phone Expenses. Employees who have been assigned work that requires them to use their personal cell phones may be reimbursed for the costs incurred in accordance with current Education Northwest cell phone stipend procedures.

Section 5. Rental Car Insurance. Education Northwest shall maintain the current level of insurance coverage for employees renting vehicles for Education Northwest business and shall notify employees and the Union of the extent of Education Northwest coverage and employee liability and of any changes in the policy.

ARTICLE 18

CLASSIFICATIONS

Section 1. Pay for Work Out-of-Classification. Subject to Sections 2 and 3, below, of this Article, when an employee is assigned for a limited period to perform more than 50% of the duties of a position at a higher-level classification for more than fifteen (15) consecutive work days, the employee shall be paid a differential of five per cent (5%) or at the 10% penetration level of the higher salary grade, whichever is greater, for the full period of the assignment. An employee shall not work out-of-classification for more than ninety (90) calendar days. After ninety (90) calendar days, Education Northwest shall either terminate the out-of-classification assignment and return the employee to their regular work or reclassify the employee within the position consistent with the continuing duties of the position. Employees shall meet with their supervisor prior to the end of the ninety (90) day assignment to review their work-out-of- classification and discuss their continued work-out-of-class or return to regular work.

Section 2. Exceptions. An employee may work out of classification for more than ninety (90) calendar days if they are (a) filling in for another employee on an extended leave of absence; (b) working on a temporary project; or (c) doing work in an open advertised bargaining unit position for which a fully qualified applicant is still actively being sought but has not yet been hired. In such cases, the employee and the Union shall be notified of the reason for the extension and its expected duration.

Section 3. Work Out-of-Classification for Employee Development. An employee performing duties out-of-classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment, during which there shall be no pay rate adjustment for the work. A copy of the notice shall be placed in the employee's personnel file as an addendum to the employee's individual development plan.

Section 4. Job Descriptions. An employee will work with their supervisor to review and revise the employee's job description, when needed.

Section 5. Good Faith. Assignments of work out-of-classification and reclassification shall not be made in a manner intended to circumvent the terms of this Agreement. Employees who believe that they are working out of classification have an affirmative duty to bring it to Education Northwest's attention in writing (to their immediate supervisor and a copy to

Human Resources). Education Northwest shall have thirty (30) calendar days to respond to the employee's notification.

Section 6. Reclassification. If an employee and their supervisor have reason to believe that they are performing more than fifty percent (50%) of their duties in a higher classification on an ongoing basis, the supervisor shall submit a classification review request in writing to Human Resources. The classification review shall list the inconsistencies between the employee's job duties and current classification. Human Resources has thirty (30) days to respond to the review request. If reclassified to a higher job grade, an employee shall be placed at the 25% penetration level in the new job grade or the employee's salary shall be increased by five percent (5%) per grade, whichever is greater.

Section 7. Position Descriptions and Classification Specifications. Education Northwest shall post and maintain classification specifications of all existing and newly created bargaining unit positions on the intranet. Classification specifications will distinguish duties. The classification specifications will also reference the organization's procedure for salary ranges per grade.

ARTICLE 19 **CONDITIONS OF EMPLOYMENT**

Section 1. Conflict of Interest.

An employee will refrain from any use of their position with Education Northwest, which is or appears to be for personal gain or gain for persons within their family, business or financial ties. Employees shall not use any inside information (not available other than as a result of the employee's position with Education Northwest):

1. To enter into speculation, or recommend speculation, to any family members or business associates, in any investment opportunity.
2. For the special benefit to any business or other entity external to Education Northwest at which the employee is employed, retained, or in which they have a financial interest; or
3. For the benefit of any current or potential competitor of Education Northwest.

No employee may establish a relationship that would result in direct financial benefit to the employee or a member of the employee's family from the sale or use of Education Northwest products. Exceptions may be approved by the Chief Executive Officer (whose approval shall not be unreasonably withheld), provided the employee requests an exception in writing in advance of the proposed action.

Section 2. Outside Employment.

An employee (or group of employees) may perform other outside work as long as the outside work does not conflict with the employee's Education Northwest responsibilities or Education Northwest's contractual responsibilities and it is not work included in the course and scope of the work or any adaptation of the work of any then-current or prior Education Northwest program or service and is not potential work identified by Education Northwest or any of its programs as included in the strategic plans of Education Northwest or one of its programs. No employee (or group of employees) shall be paid as consultant(s) or enter into a personal

contract(s) with individuals, agencies or organizations to perform services, consultation or training that is included in the course and scope of the work or any adaptation of the work of any then-current or prior Education Northwest program or service or is potential work identified by Education Northwest or any of its programs as included in the strategic plans of Education Northwest or one of its programs.

Section 3. Intellectual Property Rights.

Employees are subject to the same requirements regarding disclosure and ownership of intellectual property and works made for hire as other Education Northwest staff except as explained in this Section. Education Northwest and the Union agree that Education Northwest ownership rights shall not extend to intellectual property developed by an employee during the course of their employment with Education Northwest or after its termination if the intellectual property meets all of the following conditions:

1. The intellectual property was not developed in conjunction with any work by the employee within the course and scope of the work or any adaptation of the work of any then current or prior Education Northwest program or service and is not related to any potential work identified by Education Northwest or any of its programs as included in the strategic plans of Education Northwest or one of its programs;
2. The development of the intellectual property was not supported, directly or indirectly, by Education Northwest resources (including, but not limited to, equipment or facilities, time, supplies, facilities). Intellectual property developed in conjunction with coursework supported by Education Northwest tuition reimbursement shall not be considered the property of Education Northwest so long as the intellectual property does not violate condition #1 above.

Disputes over ownership of intellectual property are not subject to Article 9, Grievances, but rather the parties shall make a good faith effort to mediate an ownership dispute through a confidential mediation process mutually agreed upon by the Union and Education Northwest when a party requests mediation.

Section 4. Security Clearance.

Employees assigned to federal, state or school district funded projects requiring a security clearance will complete the required clearance forms as a condition of work. Continued assignment to the project will be dependent upon security approval by the funding source. If the employee fails the funding sources security requirements Education Northwest will reallocate work or transfer the employee to a vacant position if the employee meets the hiring requirements of the position and the position does not require a security clearance. If the employee cannot be transferred in lieu of lay off, the employee shall be placed on the recall list and shall be notified of positions that do not require security clearance. Documentation submitted by the employee for security clearance shall not appear nor be placed in an employee's personnel file.

Section 1. Notice of Job Vacancies. Education Northwest shall post all newly-created bargaining unit jobs, including pay grade range, and all bargaining unit job vacancies on the Intranet and shall provide e-mail notification to all bargaining unit members at least three (3) work days prior to advertising outside Education Northwest. If a change is made to the job that is posted, it will be re-posted internally.

Employees who apply for an open position may request and be provided an update on the hiring process.

Section 2. Eligibility. All employees covered by this Agreement may apply for an open bargaining unit position by submitting a letter of application and a resume during the posting period, acknowledgment of receipt of which shall be provided to the employee applicant.

Section 3. Seniority. For those positions within the bargaining unit, Education Northwest shall hire the most qualified candidate among internal and external applicants, subject to Education Northwest's Affirmative Action obligations and to Article 10, Layoff and Recall, Sections 3 and

4. If qualifications are equal, then the most senior candidate from the bargaining unit shall be selected.

Section 4. Exclusion from Bargaining Unit. Education Northwest shall not establish jobs for the sole purpose of excluding employees from the bargaining unit.

Section 5. Selection Committees. Education Northwest shall continue to utilize Selection Committees including at least three current staff members, at least one of whom will be from the same Center/Office as the position being filled. Education Northwest shall give serious consideration to the recommendation(s) of the Selection Committee and, in the event the recommendation(s) is/are overridden, a written explanation shall be provided by Education Northwest to the committee members.

Section 6. Grievances. Final selection decisions shall not be subject to arbitration or mediation under Article 9, Grievances, except in the case of a grievance alleging violation of the posting requirements of Section 1 of this Article or Article 5, Non-Discrimination or Article 6, Harassment and Discrimination.

ARTICLE 21

EMERGENCY CLOSURE

In case of emergency, fire, inclement weather, bomb threat, or as defined by the Chief Executive Officer (CEO), Chief Operating Officer (COO), Education Northwest may declare an emergency and announce closure or delayed opening of the office. When possible, all Directors will be notified when Education Northwest is to be closed. Employees in work status during the time of declared closure will be paid their normal hourly or salary rate for hours of closure. Employees in leave status during the declared closure will be credited as on leave and compensated according to the type of leave when the emergency closure was declared.

In instances of severe weather conditions, Education Northwest closure, both full day closures and delayed openings, will follow media announcements provided by the Executive office. The Human Resources office will be responsible for placing such emergency information on the switchboard answering machine and sending email notification to employees.

It is the responsibility of each employee to determine whether Education Northwest is to be open by listening to media reports, calling Education Northwest's switchboard, checking email, or the individual's Director if the switchboard is not staffed or a message has not yet been recorded.

ARTICLE 22 **RESIGNATION**

Employees covered by this Agreement may resign at any time and for any reason. An employee intending to resign should give at least two weeks' notice of resignation. Education Northwest may, in its sole discretion, accelerate the effective date of the resignation and pay the employee for the balance of the notice period, including pay for annual leave that otherwise would have accrued during the balance of the notice period, up to a maximum of two weeks.

ARTICLE 23 **TEMPORARY EMPLOYEES**

Section 1. Nature of Work. Bargaining unit employees classified as long-term temporary employees as identified in Article 1, Recognition, shall be used for specific projects not normally performed by Regular Employees or to fill a temporary resource need for projects expected to last ninety (90) calendar days or more, but less than 1,000 hours in a calendar year. Education Northwest shall notify the Union of the name of the employee, the nature of the project, the program, and the expected duration of the temporary assignments for each person hired as an Education Northwest long-term temporary employee at an Education Northwest facility covered by this Agreement. Long-term temporary employees shall not be used for regular, ongoing work in lieu of filling regular positions unless such positions cannot be filled with Regular Employees.

Section 2. Consideration for Regular Position. If a qualified long-term temporary employee applies for an open regular position, the employee's performance as a temporary employee will be considered on the same basis as other internal applicants who are Regular Employees. In the event that a long-term temporary employee's position becomes a regular position and the long-term temporary employee continues in the position without a break in service, their work hours as a long-term temporary employee in the same position will be credited towards the employee's trial service period and seniority.

Section 3. Performance Reviews. Long-term temporary employees shall receive a performance review at the end of the temporary project. These reviews shall include an assessment of the employee's strengths and weaknesses.

Section 4. Termination. Education Northwest long-term temporary employees shall sign a Personnel Action form at the time of hire that includes a statement of the expected duration of their project and expected date of termination of their employment. Long-term

temporary employees are covered by Article 8, Discipline and Discharge.

Section 5. Agency Temporary Employees. Agency temporary personnel shall be used for temporary workload needs, not to exceed twelve (12) months. Agency temporary personnel shall not be used for regular, on-going work in lieu of filling regular positions unless such positions cannot be filled with a Regular Employee.

Section 6. Benefits for Long-Term Temporary Employees. Long-term temporary employees are eligible for the following benefits:

Health Insurance: Long-term temporary employees working at least .5 FTE may elect to enroll in the following group benefits when they become bargaining unit members: group medical and dental insurance, accidental death insurance, group term life and option life insurances. Long-term temporary employees shall pay the full cost of coverage for themselves and any eligible spouse or dependents.

Other Benefits: Long-term temporary employees are not eligible for other benefits except as required by applicable law (*e.g.*, Workers' Compensation benefits or family leave) or as specifically provided for in this Section 6. Long-term temporary employees shall be given time off without pay for jury duty, court or agency appearances (with or without a subpoena) and any leaves of absence for which they are eligible.

ARTICLE 24 **COMPENSATION**

Education Northwest is committed to maintaining competitive and diverse compensation for its employees to attract and retain the skills and expertise needed to fulfill its mission and goals.

Compensation includes wages, group insurance benefits, retirement benefits, holidays and leaves.

Section I. Wages. Each job description in Education Northwest is placed within a salary range of the job grade to which it is assigned. Base wages of individual employees will not exceed the range maximum for the grade, nor will any employee be paid at a rate less than the range minimum. The salary ranges as of the date of ratification, January 1st, 2021.

| Education Northwest Grade | Range Minimum | Range Maximum |
|------------------------------|---------------|---------------|
| 14 | \$76,759.07 | \$131,541.11 |
| 13 | \$69,783.35 | \$119,586.92 |
| 12 | \$63,439.22 | \$110,000.00 |
| 11 | \$53,085.95 | \$90,961.47 |
| 10 | \$45,231.86 | \$77,511.96 |
| 9 | \$41,006.28 | \$70,270.63 |
| 8 | \$35,747.14 | \$61,259.47 |

| | | |
|---|-------------|-------------|
| 7 | \$33,810.82 | \$57,940.07 |
| 6 | \$32,625.16 | \$51,380.45 |

A. Effective January 1, 2022 and January 1, 2023, Education Northwest will age salary ranges based on market data, but no less than 1.5% each year.

Effective January 1, 2021 employees will receive wage increases equal to 2.5%, 2.5% effective January 1, 2022, and 2.5% effective January 1, 2023. Employees who are employed in positions at less than 1.0 FTE will receive wages at a prorated amount equal to their level of employment. New employees will receive a pro-rated increase based on the month they were hired in the year prior to the increase.

Promotion. An employee who has applied for a position in a higher job grade and is promoted into that position shall receive at minimum, a 5% increase over their prior wage rate per grade or placement at the 25% penetration level of the new job grade, whichever is greater. Nothing in the language is intended to limit the promoted employee and Employer from negotiating a salary within the new range that is greater than the established minimum. The Union expressly waives the right to file a charge of direct dealing if the Employer and employee negotiate salary greater than the established minimum.

Section 2. Group Insurance Benefits and Flexible Spending Accounts.

- A. Eligibility Requirements. Unless otherwise noted, all regular full time and part-time employees working at least .5 FTE who are consistently scheduled to work shall be eligible to enroll in the group benefits described in this Section. The full text of benefit plans and programs may be obtained from the Human Resources Department.
- B. Coverage. For eligible employees who choose to enroll in any of the benefits listed in this Section, coverage shall begin on the first day of the month following the employee's date of hire for that benefit. If an employee starts on the first day of a month, benefits will start on employee's first day. Employees who do not enroll in the optional benefits programs at the time of employment and who subsequently wish to enroll or change benefits, may do so during the annual open enrollment period, upon a qualifying event, or upon any special enrollment period allowed by that benefit.
- C. Medical Insurance. For 2021, Education Northwest shall maintain the level of benefits and the choice of plans currently in effect and shall pay 100 percent of the premium cost for employees. Education Northwest and Union Leadership will meet annually to review and consider whether it is appropriate to make medical plan and/or carrier changes. Effective for 2022 and 2023, the Healthcare committee will evaluate alternative health plans and will make recommendations for changes. Changes could include, but are not limited to, carriers and/or plan design.

In addition to the above-mentioned medical coverage, Education Northwest may provide additional options for medical coverage that offer more affordable options for dependent benefits.

- D. Dental Plan. For eligible employees, Education Northwest shall maintain equivalent dental coverages currently in effect. Eligible employees shall pay five (5) percent of the total premium for individual coverage, for individual plus one dependent, and for individual plus two or more dependents.
- E. Flexible Spending Accounts. For eligible employees, Education Northwest shall maintain a Section 125 Flexible Spending Account. Eligible employees may voluntarily elect to reduce salary prior to tax withholding in order to pay for IRS allowed medical, dental and child/dependent care expenses through Education Northwest's flexible spending accounts up to the maximum amounts allowed by IRS regulations. Employees at their own discretion may withhold the maximum the law allows for medical expenses and dependent expenses. Education Northwest will post IRS regulations and guidelines related to flexible spending accounts on the Education Northwest intranet. When changes to the IRS regulations regarding flexible spending that are beneficial to Education Northwest employees occur, the parties agree to meet and confer with the intent of implementing such changes.
- F. Term Life and AD&D Insurance. For eligible employees, Education Northwest shall maintain Group term life and AD&D coverages and shall pay the premium for coverage four times the employee's base wage rate, up to \$100,000.
- G. Voluntary Term Life and AD&D Insurance. Eligible employees covered under Term Life and AD&D coverage are eligible to purchase additional coverage for themselves and their dependents at the employee's own expense payable through monthly payroll deduction. In the event employment terminates, the policy may be maintained by the employee through direct premium payment by the employee to the insurance company.
- H. Long-Term Disability Insurance. For eligible employees, Education Northwest shall provide long-term disability insurance after ninety (90) consecutive calendar days of disability. Determination of long-term disability eligibility is made by the insurer. Education Northwest shall pay premium cost to provide a benefit equivalent to 67% of the employee's base wages, up to a maximum of \$6,000/month. Employees may purchase group medical and dental benefits, at their own expense, while on long-term disability through the period allowed under COBRA. An employee who is released to return-to-work in the first twelve (12) months of disability may apply for open positions as an internal candidate and shall have seniority reinstated if rehired within twenty-four (24) consecutive months of the last day of active employment.
- I. Workers' Compensation Insurance. All employees are covered by Education Northwest's Workers' Compensation insurance. Employees and Education Northwest contribute to this program as provided by applicable state law.
- J. Termination of Coverage. Coverage through Education Northwest's medical and dental plans normally ends on the last day of the month in which the

employee resigns, is terminated, is laid off, waives coverage, or leaves active status for any reason other than family leave. Employees shall be provided with information about continuing health coverage at their own expense (COBRA) upon leaving employment. Other coverages normally end on the employee's last day of active employment.

- K. Changes in Status. Each employee is responsible to inform the Human Resources Department about any change in status, including address change, that may affect benefit coverage for the employee or spouse or dependent(s). Education Northwest shall notify all employees in writing about any change in employment status that may affect coverage.

Section 3. Retirement Benefits. Education Northwest participates in the Teachers Insurance and Annuity Association and College Retirement Equities Fund.

- A. Retirement Plan. Participation by eligible Regular Employees is mandatory. Eligible Regular Employees will have 2% of their gross salary deducted on a monthly basis as their share of the TIAA-CREF premium. The income tax on this amount may be elected to be deferred until benefits are paid from the plan, to the extent permitted by applicable income tax laws and regulations. Education Northwest adds an additional 13% to the employee's contribution. Employees who leave Education Northwest may retain participation in the plan through direct contributions to the extent permitted by TIAA-CREF. Employees leaving Education Northwest within five years of initial membership in the plan who do not enter employment with an employer offering TIAA-CREF coverage may elect a lump sum payment of contribution(s) attributable to the employee's own plan contributions. The portion of the accumulation(s) attributable to Education Northwest's contributions will be payable as an annuity upon retirement unless it totals less than \$2,000 in which case the Education Northwest contribution amounts also will be payable in a lump sum.

Employees hired on or after January 1, 2021, are subject to the following vesting schedule for Education Northwest's contributions:

- After 1 year of service: 25% vested
- After 2 years of service: 50% vested
- After 3 years of service: 100% vested

Section 4. Holidays.

- A. Observed Holidays. The following shall be paid holidays each calendar year for all Regular Employees:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Holiday pay is prorated based on employees' FTE. When an Education Northwest-observed holiday falls on a weekend, it will be observed on Friday or Monday, as designated by the Chief Executive Officer.

Employees have the option to flex (shift from one date to another date) up to two holidays each calendar year. Flex holidays are defined as special days that the employee wishes to observe in lieu of up to two of the holidays listed above. Employees must notify HR of their flex holiday choices no later than December 31 of the year prior to the year in which they wish to shift their holiday(s). Flex holidays do not roll over into the next calendar year, must be used in whole day increments (or full day prorated by FTE), and Employee shall not be entitled to any compensation with respect to any unused holiday upon separation of employment.

- B. Holiday Pay Eligibility. All Regular Employees on active status are eligible for holiday pay. Otherwise eligible employees on leave without pay during an Education Northwest-observed holiday are not eligible for holiday pay.

Section 5. Leaves. Leaves available to eligible employees include both paid and unpaid forms of leave. Each of these leaves is explained in a subsection below.

- A. Paid Time Off (PTO) Leave. Full-time Regular Employees shall earn PTO Leave each calendar year as follows:

Scheduling

PTO leave for anticipated time off (e.g. vacation) shall be scheduled at times when the least interference with the workload would exist. Requests for leave in most cases must be made to the supervisor or director of the activity to which the staff member is assigned. Requests for leave of more than one (1) day must be made in writing. All such leaves should be requested sufficiently in advance and scheduled in such a way as to result in a minimum disruption of work. An employee who is taking PTO leave for personal appointments scheduled in advance shall notify their supervisor at least two workdays in advance of the leave. An employee who is taking PTO leave for an unscheduled event shall notify their supervisor on the first day of the leave or earlier if possible and provide an estimate of when return to work is expected. In cases of continuous illness and absence of five (5) or more days, the staff member may be requested to submit a physician's statement.

Accrual

Education Northwest policy provides that eligible regular employees who were hired on or before December 31, 2020 accrue 256 hours (32 days) of PTO leave per year. Employees hired on or after January 1, 2021, will accrue PTO according to the following schedule:

- Less than 1 year of service: 160 hours (20 days) of PTO
- After 1 year of service: 200 hours (25 days) of PTO
- After 2 years of service: 256 hours (32 days) of PTO

If FTE is less than 1.0 (full time), PTO leave will be prorated accordingly.

PTO Leave accrual is not applicable during times of non-compensated leave of absence.

PTO leave may not be accrued in excess of 720 hours (90 days) as of December 31 of each year for employees working 1.0 FTE for a given year; or the proration of 720 hours (90 days) for employees working less than 1.0 FTE for a given year, *e.g.* (.8 FTE x 720 hours = 576 hours).

Employees whose FTE is reduced will retain PTO hours already accrued at the time of the reduction. For employees whose FTE fluctuates during a given year, their prorated PTO accrual will fluctuate accordingly.

Upon termination of employment, the employee will be paid for accrued PTO leave balance, not to exceed 256 hours (32 days), prorated based on their FTE at the time of separation. Exception: If an involuntary reduction in FTE has occurred in the 12 months leading up to the termination or the termination is the result of a layoff, the accrued PTO up to the annual maximum cashout of 256 hours (32 days) will be paid.

Reporting

PTO leave taken shall be reported on each employee's electronic timesheet. The Finance Office will maintain a computer record of the leave status of each staff member. Each employee's electronic timesheet will maintain a record of leave activity and current balance. Employees cannot be expected or required to use the PTO code to supplement project or business development-related work.

B. Emergency Leave

Regular Employees may be eligible for emergency leave.

Criteria

Death or unanticipated, sudden serious illness or accident of immediate family (spouse, child, parent, brother or sister) shall constitute just cause for requesting emergency leave up to a maximum of five (5) days per calendar year. Cases involving persons other than members of the immediate family may be considered by the Executive Office. New employees within the first three months of being hired due to lack of accrued PTO may be eligible for paid emergency leave at management's discretion.

Approval

Requests for emergency leave shall be made immediately, through the

employee's supervisor, to the Chief Executive Officer or Chief Operating Officer in writing to include, but not be limited to, date(s) requested, name, relationship and condition of the person impacted causing the employee to request the leave. Documentation on the Education Northwest form by the attending licensed physician may be requested. After approval of leave, an Employee Action and Change Form (EAC) shall be completed with appropriate approvals obtained. The EAC must be completed prior to the end of the pay period in which the leave is granted.

C. Jury Duty/Subpoena.

- 1) Requests for jury duty leave shall be submitted to the employee's supervisor or Director, together with a copy of the court notification. The period of leave shall be only for the time of the obligation to be present at court. At times, because of the nature of Education Northwest's work, an employee may need to request to be excused from Jury Duty. If this happens, the employee's supervisor or Director shall provide the employee with a letter to the court. During jury duty leave, a Regular Employee may elect to continue to receive normal Education Northwest base wages, provided the employee turns in the jury duty pay to Education Northwest. Any employee on jury duty leave shall continue to receive benefits on the same basis as when actively at work, whether or not the employee also receives their normal base wage. The employee shall keep any court expense reimbursement.
- 2) Subpoena. If a Regular Employee is subpoenaed by a court or by Education Northwest in an agency proceeding to appear as a witness, they shall receive normal Education Northwest pay for time required at court during the employee's normal work hours. Any pay received from the court or the party issuing the subpoena shall be turned in to Education Northwest. The employee shall keep expense reimbursement, if any. If an employee agrees to testify in court without a subpoena or in agency proceedings (other than when subpoenaed by Education Northwest), Education Northwest shall allow the employee to take time off without pay or to use available Annual Leave or Personal Leave.

D. Military Leave.

Education Northwest shall grant leave to employees for annual reserve duty and active military service in accordance with applicable law. The employee should provide written notice of need for leave and a copy of military orders, when available, to their supervisor or Director as soon as the employee learns of the assignment. Regular Employees may elect to receive their normal Education Northwest pay for up to two weeks of annual training duty, provided the employee turns in the military duty pay (excluding mileage) to Education Northwest. Other employees on military leave (annual training duty in excess of two (2) weeks or active duty service) may use accrued PTO during the otherwise unpaid leave (and retain military pay). Employees on military leave are eligible for reinstatement as provided under federal and state laws. PTO and seniority do

not accrue during military leave for any period during which the employee does not receive wages or PTO from Education Northwest. An employee on military leave for annual training duty continues to receive other benefits on the same basis as when the employee is at work. Benefits cease during periods of active duty service on the same basis as if the employee resigned or was terminated or laid off.

E. Family and Medical Leave.

Employees may be eligible for family leave of up to 12 weeks in a 12-month period under Oregon and federal law. Although the provisions of Oregon and federal law differ, Education Northwest follows an integrated family leave program that complies with both laws. Oregon and federal leave time normally run concurrently. Employees who have been employed for 12 months and have worked at least 1,250 hours during the previous 12-month period may be eligible for leave under the federal Family Medical Leave Act (“FMLA”). Employees who have been employed for at least 180 days and have worked an average of 25 hours per week during that 180 days may be eligible for leave under the Oregon Family Leave Act (“OFLA”). (The 25-hour limit does not apply to leave for birth, adoption or foster placement of a child under age 18.) More specific information about eligibility is available from Human Resources.

Family leave may be used for any of the following purposes: Serious health condition¹ of the employee or of a family member²;

Generally, the maximum amount of leave an employee may use at any one time is determined beginning the first day the employee takes leave each calendar year.

An employee who wishes to take family leave should contact Human Resources to obtain the appropriate request for leave and medical verification forms.

Normally the employee must complete the Request for Family Leave form and return it to Human Resources at least thirty (30) days before the employee wishes to take leave. If the employee knows of the need for leave less than thirty

¹ Serious health conditions include ones that require inpatient care of any duration, a condition that poses an imminent danger of death in the near future, a period of incapacity of at least three days accompanied by continuing treatment by a health care provider or incapacity resulting from a permanent, long-term, or chronic condition requiring continuing treatment or for which treatment is ineffective. Not all medical conditions are serious health conditions. Generally, if it is a routine illness without complications (e.g., cold, flu) that can be treated with nonprescription drugs or bed rest, it is not a serious health condition. An employee who is unsure whether a medical condition qualifies for family leave should contact Human Resources for more information.

² For purposes of serious health condition leave, “family member” consists only of a child (biological, step, adopted or foster), spouse, same sex domestic partner, parent, parent-in-law or person acting “in loco parentis” (such as a guardian or another relative caring for a child). For purposes of sick child leave, a “child” is a biological, step, adopted or foster child under the age of 18 or adult child substantially limited by a physical or mental impairment.

(30) days, but more than one (1) day, in advance the request form must be turned in as soon as possible. If it is an emergency (e.g., an unanticipated serious health condition or a child unexpectedly requiring home care), the employee or someone on the employee's behalf must make an oral request within twenty four (24) hours of the leave starting and turn in the completed request form within three (3) days of returning to work.

For leave for an employee's own serious health condition or that of a family member, the employee must provide a completed Medical Verification form at the time leave is requested where the employee gives at least thirty (30) days' notice or, if impossible to give thirty (30) days' notice, no later than fifteen (15) days after the employee knows of the need for leave.

A Medical Verification form must be completed for leave to care for a child requiring home care, other than for a serious health condition, only if the employee takes family leave for this purpose for more than three (3) days in the 12- month leave period.

A medical certificate of ability to return to work may be required if the employee has been incapacitated during the leave.

All family leaves are unpaid. However, an employee must use any available accrued PTO during the otherwise unpaid portion of the leave before taking the family leave as unpaid.

At the time the family leave is approved, the employee will receive information about the amount of paid leave that may be used during the family leave. No PTO will accrue during the unpaid portion of the family leave. An employee on family leave will continue to receive group medical and dental benefits on the same basis as when they were in active status, with Education Northwest continuing to pay its normal portion of the premiums, up to a maximum of twelve (12) weeks.

At the end of the leave, normally the employee returns to their former position. If the former position does not exist for some business reason, the employee may return to an available equivalent position. An "equivalent position" is one with equivalent pay, benefits and hours but not necessarily the same work location or type of responsibilities. An employee's right to return to work also may be affected by any transfer, layoff or termination action that would have occurred for business reasons unrelated to the family leave absence.

F. Union Leave.

Education Northwest shall grant a leave of absence to an employee for the purposes of performing Union business for a period of up to one year. Only one employee may take Union leave in any one calendar year. No compensation or benefits shall be paid for any period of Union leave, but seniority shall continue to accrue for the first three (3) weeks of leave. Union leave may be extended for up to an additional year by mutual agreement between the Union and Education Northwest.

G. Return from Leaves.

Except as otherwise required by applicable law, continued employment at the end of a leave of absence will depend upon continuation of funding and work availability for the position the employee held at the time the leave began and other business factors impacting the employee's former position. If the former position is not available when the employee seeks to return to work, the employee will be laid off in accordance with Article 10, Layoff and Recall, with recall or rehire rights as set forth in that Article.

Section 6. Long-Term Temporary Employee Benefits. Long-term temporary employees are not eligible for benefits except as required by applicable law (*e.g.*, Workers' Compensation benefits or family leave) or as specifically provided for in this Section 6. Long-term temporary employees working at least .5 FTE may elect to enroll in the following group benefits when they become bargaining unit members: group medical and dental insurance, accidental death insurance, group term life and option life insurances. Long-term temporary employees shall pay the full cost of coverage for themselves and any eligible spouse or dependents. Long-term temporary employees shall be given time off without pay for jury duty, court or agency appearances (with or without a subpoena) and any leaves of absence for which they are eligible.

Section 7. Bus Pass. Employees shall be provided with a yearly TriMet bus/rail pass. Upon termination of employment, this pass shall be turned in to the Human Resources Office. If the pass is lost, it is the responsibility of the employee to replace it.

ARTICLE 25

NO STRIKE/NO LOCKOUT

Section 1. During the life of this Agreement, there shall be no lockouts, and there shall be no union strikes of any kind including sympathy strikes, unfair labor practice strikes, politically motivated strikes, corporate campaigns, work stoppages and slowdowns, picketing, boycotts, political pressure, deliberate withholding of production, interference with or suspension of work, or any interference with work at any of Education Northwest's operations or locations.

Section 2. The Union shall not authorize, call, encourage, or assist the conduct prohibited above during the life of this Agreement. Upon notification by Education Northwest, the Union shall notify employees engaging in prohibited conduct that they are violating this Article and advise them to immediately cease the conduct. Such notification by the Union shall not constitute an admission that it has caused or counseled such activity. The parties recognize the right of Education Northwest to take appropriate disciplinary action up to and including termination against any employee who participates in a violation of this Section.

ARTICLE 26

GENERAL PROVISIONS

Section 1. Modifications to Agreement. Modifications or amendments to this Agreement must be in writing and signed by the duly authorized agents of Education Northwest and the Union.

Section 2. Other Agreements with Employees. Education Northwest shall make no agreement with an employee covered by this Agreement that conflicts with the terms and conditions of this Agreement unless agreed to by Education Northwest, the employee, and the Union.

Section 3. Contracting Out. Education Northwest shall have the right to contract out work, provided, however, that Education Northwest shall not contract out such work for arbitrary and/or capricious reasons.

Section 4. Transportation of Individuals. Employees shall not be required to transport clients, funders, or co-workers in their personal vehicles.

Section 5. Manner of Acting. Education Northwest will implement all policies and procedures related to the use of Education Northwest facilities and equipment with equity and consideration of its mission and goals, including the goal of fostering a diverse, well-trained and productive workforce. Employees will be granted reasonable access to and use of Education Northwest facilities and equipment for Education Northwest business.

ARTICLE 27

SAVINGS CLAUSE

Section 1. Limitation of Negotiation. All matters not covered in this Agreement shall be deemed to have been raised and disposed of as if covered in this Agreement.

Section 2. Savings Clause. Should any provision(s) of the Agreement be held unlawful or unenforceable by a court of competent jurisdiction, that decision shall apply only to the provision(s) specified by the court as unlawful or unenforceable. The remaining provisions shall remain in full force and effect.

ARTICLE 28

DURATION AND TERMINATION

Section 1. Effective Date and Duration. This Agreement shall be effective as of the date of ratification, December 23, 2020, and shall remain in full force and effect through October 31, 2023 and from year to year after that unless either party serves written notice on the other to alter, modify, amend, or terminate the Agreement, at least thirty (30) days prior to the anniversary of the Agreement.

Section 2. Successorship. Education Northwest agrees to abide by the requirements of federal labor law, if any, in the sale of the business assets or the conveyance of the business to another entity.

APPENDIX A

DEFINITIONS

As used in this Agreement, unless specified otherwise, the following definitions apply:

1. Days – Monday through Friday.
2. Employee – refers to both full-time and part-time, hourly and salaried members of the bargaining unit.
3. Exempt employee – is an employee who is exempt from overtime under the Fair

Labor Standards Act.

4. Full-Time Hourly Employee – is an employee who is regularly scheduled to work forty (40) hours a week and is paid by the hour.
5. Full-Time Salaried Employee – is an employee who is regularly scheduled to work forty (40) hours a week and is paid a salary.
6. Immediate Family – for the purposes of leaves this term includes parents, children, spouses, domestic partners, grandparents, grandparents-in-law, siblings, mother-in-law, father-in-law, or other members of the employee’s household.
7. Non-Exempt Employee – is an employee that is not exempt from the overtime requirements of the Fair Labor Standards Act.
8. Education Northwest Seniority - an employee’s service for Education Northwest since their most recent date of hire or rehire as a bargaining unit employee, subject to any break in service provisions specifically stated in this Agreement.
9. Overtime – for non-exempt employees is time worked in excess of forty (40) hours in a week.
10. Part-Time Hourly Employee – is an employee who is regularly and consistently scheduled to work less than forty (40) hours in a week and is paid hourly.
11. Part-Time Salaried Employee – is an employee who is regularly and consistently scheduled to work less than forty (40) hours in a week and is paid a salary.
12. Program Seniority – is an employee’s service for Education Northwest within a particular program since their most recent date of hire or rehire as a bargaining unit employee in the program, subject to any break in service provisions specifically stated in this Agreement.
13. Regular Employee – is an employee who is hired through the formal hiring process to work .5 FTE or more.
14. Staff member - Any person, in or out of the bargaining unit, who is employed by Education Northwest.
15. Trial Service Period Employee – is an employee that has not completed the Trial Service Period, under Article 11.

APPENDIX B

LETTERS OF AGREEMENT

Letter of agreement to establish processes for promotion

Create a workgroup that is tasked with creating and documenting processes for promotion, including clear language detailing the process by which staff request and are eligible for promotions, and how promotion decisions are determined. Workgroup will consist of 3 union employees and 3 management employees. Up to 12 billable hours will be provided to each workgroup member.

Letter of agreement to establish processes for professional development

Create a workgroup that is tasked with creating and documenting processes for requesting, getting approval for, and coding time to professional development opportunities (2 days per calendar year for regular employees, prorated by FTE). Workgroup will consist of 2 union employees and 2 management employees. Up to 6 billable hours will be provided to each workgroup member.

Letter of Agreement to establish processes for layoff

Create a workgroup that is tasked with documenting processes for layoff, including clarification

of language and processes to ensure an explicit decision hierarchy. Workgroup will consist of 3 union employees and 3 management employees. Up to billable 12 hours will be provided to each workgroup member.

APPENDIX C
AGING OF SALARY RANGES

2022

| Grade | Range Minimum | Range Maximum |
|--------------|----------------------|----------------------|
| 14 | \$77,910.45 | \$133,514.23 |
| 13 | \$70,830.10 | \$121,380.72 |
| 12 | \$64,390.80 | \$111,650.00 |
| 11 | \$53,882.24 | \$92,325.89 |
| 10 | \$45,910.34 | \$78,674.63 |
| 9 | \$41,621.37 | \$71,324.69 |
| 8 | \$36,283.35 | \$62,178.36 |
| 7 | \$34,317.98 | \$58,809.17 |
| 6 | \$33,114.54 | \$52,151.16 |

2023

| Grade | Range Minimum | Range Maximum |
|--------------|----------------------|----------------------|
| 14 | \$79,079.11 | \$135,516.94 |
| 13 | \$71,892.55 | \$123,201.43 |
| 12 | \$65,356.67 | \$113,324.75 |
| 11 | \$54,690.48 | \$93,710.78 |
| 10 | \$46,599.00 | \$79,854.75 |
| 9 | \$42,245.69 | \$72,394.56 |
| 8 | \$36,827.60 | \$63,111.04 |
| 7 | \$34,832.75 | \$59,691.31 |
| 6 | \$33,611.26 | \$52,933.42 |

SIGNATURE PAGE

In WITNESS WHEREOF, the parties hereto have executed this Agreement this 8 day of January, 2021.

Education Northwest

DocuSigned by:
Patty Wood
12565A3E2E364C2...

Patty Wood, Chief Executive Officer

SEIU Local 503, OPEU

DocuSigned by:
Melissa Unger
67867B2B14DC4B4...

Melissa Unger, Executive Director

DocuSigned by:
Jason Greenberg Motamedi
572534ED86B944C...

Jason Greenberg Motamedi, Bargaining Team

DocuSigned by:
Jacob Williams
0324B72D38F54D4...

Jacob Williams, Bargaining Team

DocuSigned by:
Rebecca Moyer
9C33D15ABA8A4EC...

Rebecca Moyer, Bargaining Team