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## ARTICLE 1 - RECOGNITION

1. The Board of Directors of the Oregon Education Association, hereinafter referred to as OEA, hereby recognizes the Oregon Education Association Professional Staff Organization, hereinafter referred to as PSO, as the exclusive bargaining agent for all temporary, probationary, and permanent professional and technical/specialized staff personnel except cadre assistants, clerical, confidential, guards, and management employees as defined in the National Labor Relations Act.
2. The term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the PSO in the bargaining unit as determined in Section 1.
3. The OEA agrees not to bargain collectively with any individual employee or employee organization other than the PSO for the duration of this Agreement on wages, hours, and all terms and conditions of employment.
4. The OEA agrees that employees shall have the right collectively to organize for the purpose of bargaining with the OEA through representatives of their own choosing.

## ARTICLE 2 - NEGOTIATIONS AND RESOLUTION OF IMPASSE

1. OEA and PSO agree to negotiate in good faith in an attempt to reach agreement and implement this Agreement.
2. Negotiations for renewal of this Agreement or any Article to be reopened shall begin no earlier than April 1 and no later than May 1. Actual time spent by staff in bargaining with OEA will be recorded on timesheets as regular work time. Such time will accrue at the rate of one hour for each hour worked.
3. If it appears that persistent disagreement is imminent, either party may call for the services of a mediator.

If the parties are unable to agree upon a mediator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to provide a mediator.

4. In the event of persistent disagreement, the parties may agree to voluntary binding arbitration by the American Arbitration Association.
  - A. The arbitrator shall be selected within ten (10) working days after agreement to arbitrate.
  - B. Within five (5) working days of the selection of the arbitrator, the parties shall submit their last best offers to the arbitrator.
  - C. Within ten (10) working days, the arbitrator shall select one of the last best offers on each issue.
  - D. The arbitrator's decision shall be final and binding on both parties.

- E. Procedures shall be governed by the voluntary arbitration rules of AAA.
  - F. The parties shall equally share mutually-incurred costs.
5. PSO and OEA recognize the possibility of a merger between the National Education Association and the American Federation of Teachers. In the event of such a merger the parties agree to the following:
- A. Prior to the affiliation of the State Association (OEA) with the new merged National Organization, the OEA will enter into negotiations with PSO regarding merger issues.
  - B. OEA agrees that no change of employer or corporate merger shall occur without OEA securing agreement of a new employer that the new employer will be a successor to OEA's obligation under this Collective Bargaining Agreement.
6. In the event of a merger with any other organization, the parties will agree to abide by the provisions in Section 5 above.

### ARTICLE 3 - INFORMATION

Upon request, OEA shall supply PSO with:

1. The following available information for all employees of the bargaining unit:
  - A. Name, address, date of birth, date of employment, rank and title, salary, or any other form of compensation for all employees.
  - B. Changes in salary granted by name of the employee, individual amount, resulting new salary, and effective date.
  - C. Changes in classification, any salary changes by reason thereof, and effective date.
  - D. New hires, resignations, retirements, deaths and any other revisions in the data listed in (A) above, and effective dates.
2. Information on the financial resources of OEA and other such information assisting the parties in negotiating wages, hours, and other terms and conditions of employment.
3. Upon request, OEA will provide information on contracted employees: salary, duration, and job responsibilities.

## ARTICLE 4 - MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, the OEA reserves the right to manage its operations and to direct its employees within applicable law.

## ARTICLE 5 - GRIEVANCE PROCEDURE

### 1. Definitions

- A. Grievance - A grievance is an allegation by PSO or an aggrieved employee that there has been a violation of an OEA policy, rule, or regulation; a violation, or misapplication or misinterpretation of this Agreement, or unfair or inequitable application of the express terms of this Agreement. All policies, rules and regulations affecting working conditions of staff are subject to binding arbitration. Policies, rules and regulations not related to working conditions shall be subject to advisory arbitration.
- B. Class Grievance - A class grievance is a grievance which affects more than one employee. Class grievances may be filed initially at Level I by PSO. Otherwise, the initiation, processing, and resolution of class grievances shall follow the identical procedures established for the resolution of grievances.
- C. Days - Regular working days unless otherwise specified.
- D. Aggrieved Employee - Any employee who files a grievance.
- E. Grievance Representative - A person selected by PSO to process and investigate grievances.
- F. Immediate Supervisor - The management employee who has the authority to resolve the grievance.

### 2. Informal Level

Each grievance shall be initiated within forty-five (45) calendar days after the aggrieved employee or PSO knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance.

If the grievance cannot be resolved to the satisfaction of the aggrieved or PSO at the Informal Level with the immediate supervisor, then a formal grievance may be filed through the formal procedures defined as follows:

3. Level I

If the grievance is not resolved through discussion with the immediate supervisor to the satisfaction of the aggrieved or to PSO at the Informal Level, the aggrieved or PSO shall submit the grievance in writing to the Executive Director or his/her designee no later than five (5) days after the informal meeting. Within ten (10) days after the receipt of the written grievance, the Executive Director or his/her designee shall have a meeting with the aggrieved employee and/or the appointed grievance representative, and any person(s) necessary to effectuate a resolution of the grievance.

No later than five (5) days after the Level I meeting, the Executive Director or his/her designee shall provide PSO and the aggrieved employee with his/her written response to the grievance.

4. Level II

If the grievance is not resolved to the satisfaction of the aggrieved or to PSO at Level I, or if no disposition has been rendered, then the PSO may submit the grievance to arbitration. A grievance must be submitted to arbitration within fifteen (15) days after the receipt of the Level I response, or if no response is received, within thirty (30) days after the submission of the grievance to Level I.

5. Nature and Scope of the Binding Arbitration Process

- A. Submission to arbitration, the selection of the arbitrator and the arbitration proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- B. The arbitrator shall have no power to alter, amend, add to, or subtract from the terms of this Agreement or any Board policy.
- C. The arbitrator shall be empowered to render an award which provides for compensation or any other remedy he/she deems appropriate.
- D. The arbitrator's award shall be final and binding.
- E. Mutually-incurred costs, such as fees of the arbitrator, shall be shared equally by the OEA and PSO. Individually-incurred costs, such as the fees of legal counsel or the purchase of transcripts, shall be paid by the party incurring such costs.
- F. Grievances may be consolidated by mutual agreement of OEA and PSO.

6. Grievance Options

- A. The parties may, by written mutual agreement, submit a grievance to arbitration under the Expedited Rules of the American Arbitration Association.

- B. By mutual agreement, the parties may jointly request either FMCS or AAA arbitrators or mediators.
- C. Provided both parties agree in writing, a Grievance Mediation Step may be inserted subsequent to Step Level I under the following conditions:
  - 1. Timelines as required for submission to arbitration in Level II will continue unless mutually suspended in writing.
  - 2. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
  - 3. If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with Article 5 of the Collective Bargaining Agreement between the parties. If PSO desires to appeal the grievance to arbitration, written notice of such appeal must be made within ten (10) working days following the termination of the mediation conference.
  - 4. Additional conditions mutually-agreeable to the parties may govern the grievance mediation process.
- D. Grievances may be investigated and processed during regular working hours. The aggrieved employee and his/her PSO representative shall be excused from assigned duties without loss of pay or benefits while attending a meeting prescribed by this grievance procedure. The same shall obtain for the PSO representative who is involved in the processing of a class grievance.
- E. The grievance shall be kept confidential. No reprisal of any kind shall be taken against any person because he/she participated in the grievance procedure. All records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- F. OEA and PSO shall cooperate with each other in the investigation of any grievance and shall provide each other with all available and necessary information.
- G. Both parties agree that grievance proceedings shall be held as informally as may be appropriate at any level of the procedure.
- H. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process.

- I. Extensions of the time limits may be requested in writing by either party. Said requests shall state the extension period requested and the reasons therefore. Said extensions must be mutually agreed upon; otherwise the time limitations set forth herein are applicable.

If the grievant fails to meet the time limits prescribed, he/she shall forfeit all rights to further relief and the grievance shall be considered settled. If the management fails to meet the time limits as prescribed herein, the grievance shall proceed to the next step.

- J. No employee shall be required to discuss a grievance except in the formal meetings prescribed above at which a PSO representative is present. However, nothing contained herein shall preclude an employee from discussing the grievance informally with his/her supervisor before the grievance is filed at Level I.

#### ARTICLE 6 - NONDISCRIMINATION

The Board and the Association agree that there will be no discrimination and that all practices, procedures, and policies of the OEA shall clearly exemplify that there is no discrimination in training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, age, handicap, marital status, weight, sexual orientation, PSO organizational activity or domicile within 75 miles of the assigned service area or headquarters if assigned there (provided, however, that the mileage limit does not apply to current staff affected by re-districting of unit boundaries).

#### ARTICLE 7 - SENIORITY

1. Seniority shall, for all purposes, be computed from the most recent date of hire with OEA in a bargaining unit position or with an OEA Local.
2. Seniority shall continue to accumulate when employees are on sabbatical, military, study, health (paid or non-paid), and PSO leaves. Seniority will not be broken by unpaid leaves of absence or employment by the OEA in a position outside the bargaining unit, other than a management position, but such time will not be counted in computing seniority.
3. All seniority is lost when there is both a severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in service is due to layoff. In such cases, employees so affected shall retain all seniority that has been accrued as of the effective day of layoff.

#### ARTICLE 8 - LAYOFF/RECALL

1. If the OEA is contemplating the layoff of any employee, it will so notify the PSO at least sixty (60) days or two board meetings, whichever is greater,

before the layoff. Such notice will be in writing and will include the specific positions to be affected, the time schedule, and the reasons for the action.

2. In the event of a reduction in force, positions to be reduced shall be identified. Layoffs shall occur by seniority in the following order:

Half-time temporary employees shall be laid off first;  
Full-time temporary employees shall be laid off second;  
Regular employees shall be laid off last.

A seniority list shall be established for each category.

Technical/Specialized staff shall have seniority layoff and recall rights within their job description classification only.

3. The person or persons whose position(s) has been eliminated may make application for any known vacancy as provided in Article 18 of this Agreement. If not selected or if no position is available, the employee(s) shall have the right to displace the least senior employee in their category as defined in Paragraph 2 above.
4. The OEA agrees to post all vacancies in accordance with Article 18 and persons on layoff may apply but if not selected, shall be recalled to the remaining vacant positions in reverse order of layoff except as provided in Section 7 of this Article. When on layoff and applying for full-time vacancies, half-time employees will be considered internal candidates and will have their seniority counted from their most recent date of hire. In the event there are multiple layoffs at one time, those employees affected by the elimination of positions will be eligible to bump, by seniority, into any remaining vacancies made available as a result of the layoffs. Posting shall not be required when the position of the only person remaining on layoff is reinstated.
5. Following notification by certified mail, the employee shall have fifteen (15) days to serve notice of acceptance of recall. The employee and the Executive Director shall mutually agree to a date for the employee to report to work. It shall be the employee's obligation to provide a current mailing address.
6. Refusal to accept a particular position shall not constitute a waiver of any recall rights. However, a refusal of a second (2nd) offered position shall constitute a resignation.
7. If necessary, OEA will provide training opportunities to employees to enhance necessary skills and job search assistance; however, persons bumping into or recalled to the positions of head lobbyist or newspaper editor shall be qualified at the time of recall or bumping as determined by the job description and program needs as identified by management.
8. Employees shall remain on the active recall list for twenty-four (24) months.

9. Temporary and half-time regular employees do not have layoff rights until after one (1) year of employment. Temporary replacements have no layoff rights.
10. Persons on layoff shall receive the full OEA insurance benefit package, except long term disability, for six (6) months from the effective date of the layoff.

#### ARTICLE 9 - PERSONAL AND PROFESSIONAL RIGHTS

1. The personal life of an employee is not an appropriate concern of OEA except as it may directly prevent the employee from performing assigned duties or interfere with such performance.
2. An employee may participate in activities outside the scope of OEA employment as long as it does not present a conflict of interest and is on the employee's own time. The Executive Director shall be informed of any outside activity that is related to labor relations. Compensation received for such activities shall remain with the employee. No member of the PSO shall represent any other OEA employee group.

#### ARTICLE 10 - STAFF MEETINGS AND WORKSHOPS

1. Staff meetings shall generally be scheduled on a regular monthly basis a year in advance. Employees shall normally be notified of changes in the established schedule at least five (5) days in advance.
2. Special staff meetings may be called. Under normal circumstances, at least five (5) days' notice shall be given.
3. The agenda for all regularly scheduled meetings shall normally be submitted to the employee at least five (5) days prior to the meeting.
4. Staff members shall be given adequate opportunity to be involved in the planning of all staff meetings and training programs.
5. No staff member shall be required to attend a staff training session unless five (5) days' notice has been given.
6. Half-time employees will be allowed to attend staff meetings and training sessions. Temporary employees and Technical/Specialized staff shall attend staff meetings and training sessions when authorized by management.

#### ARTICLE 11 - PSO ACTIVITIES

1. One (1) hour of released time, not chargeable to any other leave, shall be granted for meetings of PSO; such meetings are only to be held in conjunction with regular staff meetings. Such time shall be granted to all members of PSO.

2. Work on any joint OEA/PSO Committees shall be considered regular work time.
3. Additional time may be granted for other PSO purposes upon prior approval of the Executive Director.

#### ARTICLE 12 - UNION SECURITY

1. Within thirty-five (35) days of initial employment, all bargaining unit members shall as a condition of continued employment be required to join PSO and pay all dues and assessments.
2. Dues and assessments shall be deducted from the employee's earnings as directed by the PSO.
3. OEA shall transmit all deductions for dues and assessments to PSO on a regular bi-weekly basis. The transmission shall include a list of employees and the amount deducted.
4. The PSO agrees that it will indemnify the OEA and hold the OEA harmless for any expenses which OEA may incur in connection with claims made against OEA or PSO under this Article, whether brought in Court or before an administrative agency.

#### ARTICLE 13 - CATEGORIES OF EMPLOYMENT

1. Regular Employment
  - A. Employment in an authorized continuous full-time or half-time position in which the employee is scheduled to work the regular work month, as defined in Article 21, shall be considered regular employment. The provisions of this Agreement are intended to cover regular employees, unless specifically noted otherwise.
  - B. Permanent and Probationary Employees - A newly hired employee shall be placed in a probationary status for twelve (12) months, upon appointment to an authorized continuous position. Prior to completion of the probationary period, an employee shall receive at least one written evaluation by the Executive Director or his/her designee.
2. Regular Employment - Technical/Specialized
  - A. Technical/Specialized staff are employees hired for technical or specialized activities, in accordance with OEA needs.
  - B. This category of employment shall be limited to five positions and these positions shall be within the PSO bargaining unit.
  - C. Employees within this category of employment are subject to all terms of this Agreement, except as specifically noted otherwise.

### 3. Temporary Employment

- A. Half-time or full-time temporary employees are in the bargaining unit and subject to the terms of this Agreement, unless specifically noted otherwise. Temporary employment shall be for a specific activity with an ending date of completion or for a specific period of time to replace a regular member on leave.
- B. Temporary employees who are released from school employment shall be compensated at the rate that their regular School District charges OEA for their salary and benefits (regular salary or substitute pay). Payment will be pro-rata when the employee works beyond the regular school year. Such employees will receive benefits only from their School District, except that such employees shall receive mileage, pursuant to Article 36, and travel expenses, pursuant to Article 37, of this Agreement.
- C. If a temporary employee who has filled a permanent staff position or who is hired for a specific activity is hired as a regular employee, the terms and conditions of the retirement plan will not begin to accrue until the date of hire for regular employment.
- D. Cadre Assistants

Cadre assistants are those employed part-time to work on a special project or assignment and to provide assistance to professional employees. The OEA shall not utilize cadre assistants to reduce or replace regular employees. Cadre assistants are not subject to the conditions of this Agreement and are specifically excluded from the bargaining unit. The practices used in hiring cadre are not intended to change by virtue of this Agreement. The total stipend for each cadre assignment shall not exceed \$3,000.

### ARTICLE 14 - FAIR EMPLOYMENT PRACTICES

- 1. All new employees shall be granted permanent employment status after the successful completion of a twelve (12) month probationary period. Within four (4) months of hire, an evaluation will be completed. This will be preceded by a conference in which the employee is informed of job expectations and followed by a post-evaluation conference. Should serious deficiencies be noted following the evaluation, or at any time during the probationary period, the individual will be placed on a plan of assistance with regular evaluations thereafter. In no case shall a plan of assistance be for a period less than sixty (60) days.
- 2. At the conclusion of the twelve (12) months of employment, the employee shall be granted permanent status or shall be dismissed. The above procedure must be followed prior to the dismissal of any probationary employee.
- 3. An employee shall notify his/her supervisor of his/her intention to resign and of the effective date of the resignation. An employee will give notice of at least thirty (30) calendar days prior to their last workday.

4. No employee shall be disciplined or reduced in compensation without just cause. No permanent employee shall be terminated without just cause. Any suspension shall be with pay.
5. If a staff member appeals termination or suspension, he/she may be subject to suspension with pay until the final decision is rendered by the arbitrator.
6. Employees shall be evaluated only by the Executive Director or designee.
7. A half-time regular employee has a right to apply for transfer to any vacant position. A half-time regular employee with at least one year of service who 1) has their position eliminated or 2) has their position expanded to full-time and is unsuccessful in being selected for the full-time position, will go on layoff status in accordance with Article 8.
8. Full-time or half-time temporary employees have a right to apply for any vacancy. If the employee is not selected for another position, and the employment period ends, then the employee may be terminated. Such termination shall be deemed to have been for just cause and shall not be subject to the grievance procedure of this Agreement. The employee will have layoff rights, however, after the first year. Temporary replacements have no layoff rights.

#### ARTICLE 15 - SUPERVISORY RESPONSIBILITIES

1. As directed by the Executive Director or designee, the professional staff shall be responsible for the supervision, hiring, discipline, or discharge of classified employees assigned to them in accordance with the provisions of this Agreement, association policies, procedures, or directives.
2. If a wall-to-wall unit is formed, paragraph 1 of this Article shall be replaced by the following: "The Professional Staff shall be responsible for the coordination of program and workflow within their assigned office. Upon request, the Professional Staff will provide information regarding the support staff assigned as it applies to the implementation of program and workflow."
3. Each professional staff member is authorized to extend up to ten (10) hours of overtime, other than holidays and Sundays, to his/her secretary for Association activities. Additional overtime may be granted in five (5) hour blocks once the ten (10) hours have been expended. The request to the Executive Director or designee must be in writing and include documentation of how the preceding hours were used.
4. As directed by the Executive Director or designee, the professional staff shall be responsible for the supervision of cadre assistants assigned to him/her in accordance with the provisions of this Agreement and Association policy.

5. Prior to assignment of an intern or a cadre employee to a staff member, the professional staff member and the appropriate manager will have an opportunity to interview and enter into consultation regarding the individual to be assigned.
6. OEA agrees not to seek from the National Labor Relations Board a declaration that Professional Staff are managers.
7. OEA agrees to recognize voluntarily a wall-to-wall unit of OEA employees. OEA does not waive the right to challenge the make-up of the unit.

#### ARTICLE 16 - PERSONNEL FILES

1. An employee shall have the right, upon request, to review the contents of said employee's personnel files maintained by the Executive Director or his/her designee. A representative of PSO may, at said employee's request, accompany the employee in this review.
2. An employee's job description shall be included in the employee's file. It should be updated as necessary to reflect changes in the job description which are agreed upon by the employee and the employer.
3. Any material derogatory to an employee's conduct, service, character, or personality which is placed in the personnel file shall be provided to the employee. The employee has the right to acknowledge having read such material by signing the actual copy to be filed, with the understanding that such signature merely signifies that said material has been read and does not necessarily indicate agreement with its contents.
4. Employees shall have the right to file an answer to any material submitted for inclusion in their files and such answer shall be attached to the file copy. Employees who allege that information in their personnel files is false or erroneous shall have the right to file a grievance.
5. An employee shall have the right to designate those documents or other materials which are three years old or more in his or her file which he or she believes to be obsolete or otherwise inappropriate to retain, except those documents related to disciplinary action and which provide the background for that action.

#### ARTICLE 17 - COMPLAINT PROCEDURE

1. If an oral complaint is brought to management's attention, management will ask the complainant to first speak directly to the staff person involved regarding their concerns.
2. If the complainant refuses to speak directly to the staff person involved, or if no resolution is reached through such discussions, the complainant will be informed by management that, if they wish to proceed, the complaint must be reduced to writing, signed, and submitted to the Executive Director or designee.

3. When a signed written complaint is submitted to the Executive Director or designee it shall be processed as follows:
  - A. The complaint shall be discussed with the employee within ten (10) working days after its receipt by the Executive Director or his/her designee.
  - B. Complaints which are not discussed with the employee at the time they are received shall not be considered for the following: evaluation, discipline, dismissal, entry into personnel files, transfers, or promotions.
  - C. Copies of all correspondence between the Executive Director and the complainant shall be forwarded to the employee and the president of PSO.
  - D. Employees shall have the right to attach a rebuttal to any complaint that becomes a part of their personnel file.

#### ARTICLE 18 - TRANSFER, PROMOTION OR REASSIGNMENT

1. Notice of all vacancies shall be sent to all professional staff members, including those on layoff status. Such notice shall be provided ten (10) calendar days prior to filling the position. A complete job description, including minimum qualifications, shall be sent to each office location.
2. An employee, including those on layoff status, may apply for a transfer or promotion into any posted vacancy. Technical/Specialized staff, however, shall have no right of prior consideration under the terms of this Article for vacancies outside of their job description classification. Applications shall be filed with the Executive Director.
3. Upon the request of an employee, the Executive Director may declare a temporary vacancy for that employee's current position. Any and all subsequent transfers will be contingent upon completion of the voluntary transfer procedures contained in this Article. All transfers shall be voluntary.
4. An employee's application for transfer or promotion shall be acknowledged in writing by the Executive Director.
5. All staff applicants will consult with the Executive Director or designee prior to the Council interview. During this consultation meeting, the supervisor will inform the applicant of what the supervisor plans to tell the interviewing Council regarding the applicant's strengths and weaknesses.
6. All staff applicants will be granted an interview with the UniServ Council with the exception of an individual staff applicant who may be denied a Council interview by the supervisor if the applicant has been in the current position for less than one year.

7. Management and Council will, prior to the Council interview, meet to define program emphasis and desired skills and experiences sought by the interviewing Council. These expectations will be sent to internal applicants prior to the interview along with the basic interview questions.
8. If more than one internal candidate applies for transfer, the Council shall interview that group. No outside posting or search shall be started until the internal interview process is completed and no internal applicant was selected. The Council will give priority consideration to internal applicants based on the applicant's ability to perform the functions of that position as defined by the job description and program needs identified by the Council.
9. If only one internal candidate applies for transfer, the Council can interview only that applicant or can choose to interview that one candidate with outside candidates and select the candidate of their choice.
10. Applicants for statewide non-UniServ positions will be interviewed by the Executive Director or designee. Prior to posting, management will define program emphasis and desired skills and experiences sought for the position. Management will give priority consideration to internal applicants based on applicant's ability to perform the functions of the position as defined by the job description and the program needs identified by management.
11. Employees with greatest seniority shall be given priority consideration in determining promotions, transfers, or reassignment. For purposes of this Article, half-time employees shall have seniority counted from the most recent date of hire for full or half-time positions.
12. When the vacancy is filled, the Executive Director shall notify all employees of the action taken.
13. Upon request, an unsuccessful applicant shall be given in writing the reasons for the selection made.
14. A half-time regular employee has a right to apply for transfer to any vacant position. If the half-time position held by the employee becomes full-time, and the half-time employee is not selected for the full-time position or another position, then the employee will be laid off in accordance with Article 8. The employee will have layoff rights after the first year.
15. Full-time or half-time temporary employees have a right to apply for any vacancy. If the employee is not selected for another position, and the employment period ends, then the employee may be terminated. Such termination shall be deemed to have been for just cause and shall not be subject to the grievance procedure of this Agreement. The employee will have layoff rights, however, after the first year. Temporary replacements have no layoff rights.
16. If two or more unit members wish to trade positions, they must first contact the PSO to seek a waiver from all unit members. If the waivers are granted, and the trade receives the approval of both UniServ councils and management, the trade shall proceed.

## ARTICLE 19 - WORKLOAD

1. Within sixty (60) days after ratification of this Agreement, OEA will retain the services of a consultant. Upon selection of the consultant, the parties will form a "UniServ Field Services" Committee consisting of equal representation from PSO, ASO and OEA Management. The PSO shall appoint no more than three (3) members, the OEA shall appoint no more than three (3) members and The ASO shall be invited to appoint up to three (3) members. The consultant will meet with the committee and be directed to study and evaluate factors that affect current associate staff workloads and assignments, use of technology, membership processing, the impact of council and leadership (including release time governance) on associate and professional staff, and any other factors the committee identifies to improve the cooperative working relationship in the field.
2. The UniServ staffing plan will follow the basic principles as follows:
  - A. The baseline membership count shall be the count as of February 1, 2009. A member is defined as any dues payer, either on active status, as set forth in OEA Bylaws, or, as a Fair Share Fee Payer.
  - B. The above membership count establishes a beginning point for the hiring of additional UniServ field staff above the existing thirty-three point five (33.5) UniServ staff which includes the 1.5 additional UniServ staff to be hired upon ratification of this Agreement. This resolves the PSO/OEA Arbitration - inclusive of the 1.0 ASO for Beaverton. See attached MOU.
  - C. Thereafter, OEA will add one (1) new UniServ staff for every 1400 members above the baseline number in 2.A. above. In UniServ units who presently have substitute units, new substitute members will be counted towards the statewide count as new members (Portland, Eugene and Beaverton).
  - D. When additional member counts in 2.C. above reach the 1000 member mark towards the 1400 threshold the UniServ Field Services Committee will reconvene to make recommendation as to the placement of any additional staff hired. The committee shall meet within thirty (30) days of reaching the membership threshold.
  - E. The UniServ Field Services Committee will develop a plan to annually review UniServ unit service boundaries, staffing levels/loads and program needs with the goal of having both membership and service in the unit where each local is assigned. This review shall occur no later than March 1, each year.
3. PLAN IMPLEMENTATION:

- A. Following the UniServ Field Services Committee study and evaluation and when new UniServ staff are added, the regional workload assignments will be determined by management only after meeting with the affected staff (ASO and PSO) and UniServ Council President, or designee. The meeting will consider the following: a) number of contracts, b) geographical make up of the unit, c) any newly organized bargaining units, d) any proposed change in the PSO to ASO staffing ratio and the impact on ASO/PSO workload and assignments, and e) any growth in any existing substitute units (Portland, Beaverton and Eugene).
- B. OEA intends to maintain the existing field UniServ staff to Associate staff ratios at their ratios in effect (1:1, 2:2, and 3:3) starting July 1, 2008 through June 30, 2009.
- C. After June 30, 2009 and following the UniServ Field Services Committee recommendations, future associate staffing decisions involving the hiring of replacement or additional ASO support for UniServ staff in offices greater than a 2:2 ratio, will be made by management only after a meeting with the affected staff and governance and an evaluation of the impact on workload assignment responsibilities on any staff in field office operations and workloads.

#### ARTICLE 20 - PAY PERIODS AND DEDUCTIONS

- 1. OEA will make salary advances in emergencies with the approval of the Executive Director or his/her designee.
- 2. OEA shall issue a check to the spouse, designated beneficiary, or the estate of a deceased employee for any unpaid monies due within the next pay period.
- 3. An employee shall be given a statement on at least a quarterly basis, stating the accumulated days of sick leave, vacation time credited, accumulated total contributions to the retirement plan, type of leave charged during the preceding quarter, and all deductions from gross earnings.
- 4. An employee who is terminated shall receive any pay due on the effective date of termination.
- 5. Employees will be paid bi-weekly.
- 6. An employee's pay check shall have a statement attached showing both earnings and all amounts deducted. In addition, upon properly-signed authorization, the following payroll deductions may be made:
  - A. To individual employee-designated financial institutions.
  - B. PSO dues and assessments.

7. Upon request, an employee shall be provided direct payroll deposit of payroll checks to any financial or other institution mutually agreed to by the individual employee and OEA. The employee shall receive written verification of the direct deposit in the same manner as if the payment had been made by check directly to employee.

#### ARTICLE 21 - TIME PERIODS AND WORK SCHEDULE

1. The bi-weekly work schedule of full-time employees shall normally be 80-90 hours. The bi-weekly work schedule of half-time employees shall be 40-45 hours.
  - A. Within this framework, each professional staff member must exercise sound judgment in maintaining individual work schedules. The work load shall be established by the professional staff member after consultation with the immediate supervisor and shall include the right of the staff member to adjust the daily schedule within the framework provided by the definition of the work month.
  - B. In considering individual needs, the Executive Director may deem it appropriate to temporarily relieve an individual employee of his/her responsibilities for the purpose of rest and recuperation.
  - C. When management assigns part-time regular employees additional duties outside their area of assignment, they shall be compensated on a pro-rata basis for any hours over 40 in the bi-weekly pay period.
2. Office hours shall be determined by the Executive Director for the purpose of creating uniformity of operations throughout the state, but shall affect the professional staff member only to the extent of #1 and #3 of this Article.
3. Whenever the Executive Director or his/her designee assigns staff to work a strike or other organizing project, the Crisis Coordinator shall be authorized to require work on Sunday or holiday as necessary for two people (including him/herself) not to exceed eight (8) hours overtime each. Overtime shall be accrued at the rate of two (2) hours of adjustment time for each hour worked. Such adjustment time shall be used within the next regular pay period or it shall be converted to a cash payment at the employee's hourly rate and included in the next following pay period.
4. All other overtime shall be approved in advance by the Executive Director or his/her designee.
5. Any computation of hours shall be merely for the purpose of providing convenient reference for the disbursement of the earned annual salary and leave computation.

6. Adjustment Time

A. Full-time employees shall accumulate adjustment time of one hour for each hour worked beyond the 80 hours per pay period. Half-time employees shall accumulate adjustment time of one hour for each hour worked beyond the 40 hours per pay period.

B. In any twelve month period, a full-time employee may not use any more than the annual maximum carry-over of adjustment time in a block combined with any accrued vacation time over 30 days. (30 half days in the case of half-time employees). The maximum number of days to be used in the vacation and adjustment block is thirty (30) days. Any employee who is currently in the process of retiring or who gives notice no later than April 1, 2009 that he or she intends to retire no later than June 30, 2009, shall be grandfathered at the 50 day level.

Vacation time accumulated in excess of 30 days must be used first. The employee will return to work for at least ten days (ten half-days for half-time employees) prior to using any further adjustment or vacation time without approval of supervisor.

C. Adjustment time in excess of 240 hours for full-time employees and 120 hours for half-time employees shall not accumulate beyond January 1.

D. During the school year, staff and management will attempt to insure that member services are provided when staff intend to be gone for an extended period of time.

E. Adjustment time shall carry no fiscal value.

F. Except as provided in B. above, use of accumulated adjustment time shall be limited to ten days (ten half-days for half-time employees) per month with no more than five consecutive days unless otherwise approved by the Executive Director.

ARTICLE 22 - HOLIDAYS

1. Annual paid holidays shall be Independence Day, Labor Day, Presidents' Day, Veterans' Day, two (2) days at Thanksgiving, two (2) days at Christmas, two (2) days at New Years, Memorial Day, Martin Luther King Jr. Day and a floating holiday. Half-time employees shall be entitled to the above holidays (half-days) that occur during their term of employment.

2. If any of the above holidays falls on a Sunday, the holiday shall be observed on the following Monday. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

## ARTICLE 23 - VACATIONS

1. Each employee shall be entitled to twenty (20) days of vacation leave per year which shall accumulate from pay period to pay period.
  - A. On January 1 of even-numbered years, unused vacation time accrual shall not exceed thirty (30) days. All vacation days in excess of this limit shall be forfeited.
  - B. On January 1 of odd-numbered years, unused vacation time accrual shall not exceed forty-five (45) days for government relations staff and forty (40) days for all other staff. All vacation days in excess of these limits shall be forfeited.
  - C. Half-time employees shall be entitled to twenty (20) half days which shall accumulate from pay period to pay period, with accrual and forfeiture as per Sections A and B. above.
2. Vacation shall be arranged between the employee and the Executive Director or his/her designee. No later than May 1 of each year, every professional employee shall submit tentative vacation plans to the Executive Director.
3. Vacation shall not be charged to an employee for a holiday if it falls within a period of vacation.
4. An employee traveling on official OEA/NEA business may use accrued vacation before, during, or following such business, provided notice is given to the Executive Director or his/her designee.
5. Upon termination for any reason, an employee shall be paid for any unused vacation leave at the per diem rate at the time of termination.

## ARTICLE 24 - SICK LEAVE

1. Employees shall accrue sick leave from their date of employment or re-employment. Such leave shall accrue indefinitely at the rate of one (1) day per month for full-time employees and four (4) hours per month for half-time employees. Usage may not exceed the waiting period specified in the LTD policy for any one illness. Sick leave shall be integrated with Workers' Compensation or LTD.
2. If a paid holiday falls within a period of sick leave taken by the employee, such leave shall not be charged that day.
3. New regular staff members coming from other employment where regular sick leave is provided shall be allowed up to (20) days reciprocal sick leave.
4. An employee shall notify the Executive Director as soon as possible concerning absence and anticipated day of return.
5. Sick leave may be used for the following purposes:

- A. Illness or injuries of the employee.
  - B. Absence caused by accident covered by Workers' Compensation. Any compensation received shall be endorsed to the OEA, exclusive of transportation cost to place of treatment.
  - C. Illness or hospital confinement associated with pregnancy.
  - D. Absence on account of serious illness or injury to a member of an employee's immediate family or relative which requires the employee's presence. Such use shall be limited to ten (10) days in one contract year.
6. Sick Leave Bank - The OEA shall provide one day and each employee may voluntarily contribute up to two days sick leave per employee in a sick leave bank to be used at the discretion of the PSO to protect employees whose sick leave has been expended or whose disability insurance has not been activated. The sick leave bank days are non accumulative.

#### ARTICLE 25 - PERSONAL OR EMERGENCY LEAVE

- 1. Full-time employees shall be entitled to 24 hours personal or emergency leave annually. Half-time employees shall be entitled to 12 hours personal or emergency leave annually.
- 2. Such leave may be used for business or family matters which must be conducted during OEA business hours.
- 3. Such leave is not chargeable to any other leave and is non accumulative.

#### ARTICLE 26 - BEREAVEMENT LEAVE

- 1. Employees shall be granted up to five (5) days bereavement leave per instance in the immediate family or a close friend.
- 2. Such leave is not chargeable to any other leave and is non accumulative.

#### ARTICLE 27 - PARENTAL LEAVE

- 1. Employees who are becoming parents, either natural or adoptive, shall have the right to take parental leave.
- 2. Such leave shall be taken from accrued vacation, accumulated sick leave, and/or leave without pay under terms specified in this Agreement.

#### ARTICLE 28 - JURY LEAVE

- 1. Jury leave shall be granted with pay.

2. Any pay received for such duty, excluding mileage and expenses, shall be assigned to the OEA.

#### ARTICLE 29 - MILITARY LEAVE

1. Reserve Duty

- A. An employee involuntarily inducted into the armed services or recalled from reserve status to active duty must make application for reinstatement no later than thirty (30) days after discharge. Subject to the provisions of the laws providing a right to reinstatement, the employee shall be reinstated to the position the employee left or one comparable to it.
- B. An employee may elect to take vacation or leave without pay for time on such duty and keep the compensation received for service.

2. Active Service

- A. An employee involuntarily inducted into the armed services or recalled from reserve status to active duty must make application for reinstatement no later than ninety (90) days after discharge. Subject to the provisions of the laws providing a right to reinstatement, the employee shall be reinstated to the position the employee left or one comparable to it.
- B. Group hospitalization coverage shall be continued until the employee has come under military coverage. The employee shall be immediately eligible for coverage upon return to work or termination of military coverage, whichever is later. Group Life Insurance shall be terminated thirty (30) days after an employee's entrance into military service, with option to convert to a private policy during this period, if available. The employee shall be eligible for reinstatement into the group policy upon return to work, without a waiting period.
- C. Upon return to employment, the employee shall be entitled to any salary increment or other improved fringe benefit to which the employee would have been entitled had the employee continued working.

#### ARTICLE 30 - LEAVE WITHOUT PAY

1. Leave without pay may be granted by the Executive Director for extended illness, stress, burnout, advanced study, or temporary assignment to another employer rendering similar services. Such leave may be granted for other purposes.
2. Such leave shall be for a specified period of time, not to exceed two (2) years. Extension of this leave may be granted.

3. An employee on such leave shall have the right to participate in existing OEA fringe benefit programs, including car leasing, providing the employee assumes all costs (including OEA's).
4. During leave without pay, an employee shall not receive pay for holidays or accrue vacation and sick leave. Any accumulations of vacation and sick leave shall be retained.
5. Additional terms regarding such leave shall be mutually agreed upon in writing between the employee and the Executive Director not inconsistent with the Agreement.
6. During such leave the employee shall remain on the OEA payroll in an inactive pay status.
7. OEA agrees to pay the cost, not to exceed twenty-five hundred dollars (\$2,500), for a mutually agreed upon counseling program, if the leave is for stress or burnout.

#### ARTICLE 31 - ADMINISTRATIVE LEAVE

1. The Executive Director or his/her designee may authorize administrative leave to all employees or to an individual employee as he/she deems appropriate.
2. During such leave employees who are excused shall receive their regular rate of pay for the time off.
3. When administrative leave is granted to the entire staff while the employee is on vacation or sick leave, said employee shall not be charged for such vacation or sick leave.

#### ARTICLE 32 - DEVELOPMENTAL LEAVE

1. Short Term
  - A. Short term developmental leave shall be funded at the discretion of the Executive Director.
  - B. Employees on leave will receive full salary and all OEA fringe benefits.
  - C. All expenses relating to the leave such as travel, accommodation, meals, tuition, and books will be paid at the standard OEA rate.
2. Long Term - The purpose of long term leaves in order of priority is to benefit the Association, maintain and upgrade skills.

- A. Developmental leave may be granted for those employees who have served seven (7) or more years on the OEA state staff only and shall be granted for a period not to exceed two (2) academic quarters to begin at the discretion of the Executive Director. Vacation may be used to extend the leave at the end of the two quarters.
- B. Developmental leave shall be granted to no more than one (1) employee every two years. The employee with the program most clearly serving the purposes of OEA shall be appointed by the Executive Director.
- C. Employees on developmental leave shall receive the regular salary and fringe benefits (not including a car allowance) they would have received if they had remained on active duty. Any stipend received in the case of a fellowship or scholarship shall be turned over to the OEA or subtracted from the normal OEA salary granted.
- D. Outside activities in which the employee engaged for pay during regular OEA service prior to the leave may be continued, but must not be expanded during the period of leave.
- E. Applications for developmental leave shall be made six (6) months before the contemplated leave.
- F. Employees who have been granted developmental leave shall agree to return to OEA service for at least two (2) years. The salary advanced by the OEA during the developmental leave will be considered a stipend. The employee will be required to sign a promissory note to cover said stipend, such note to be canceled upon completion of two (2) years of consecutive service to OEA immediately subsequent to the leave. Repayment of the above stipend shall be made on a prorated basis if the two year subsequent service obligation is not fulfilled. This provision shall not apply in case of death or disability of the employee.
- G. Developmental leave shall be considered as continuing OEA service for purposes of salary, retirement, sick leave, and other fringe benefits.
- H. The leave shall be granted only for a program approved by the Executive Director which has direct application to the job assignment which could include organizing, bargaining, political action, arbitration, accounting, statistics, specialized labor law, educational research needed by OEA, graphic production and communications and management training. Such a leave may also be granted solely for political campaigning if deemed necessary by the Executive Director.
- I. In the event budgetary problems arise resulting in regular staff reduction, the provisions of this Article shall have no effect.

### ARTICLE 33 - RETURN FROM EXTENDED LEAVE

1. Employees returning from extended leaves of more than twelve (12) months may be appointed to another position of comparable status and salary when the position held immediately prior to the leave no longer exists.
2. OEA, PSO, or the affected employee may request a conference with the parties in interest to determine if the returning employee is able to adequately perform the tasks required in the position held immediately prior to the leave.
3. Employees returning from leaves of twelve (12) months or less shall be re-appointed to the same position and salary except by mutual consent of the employee and the Executive Director.

### ARTICLE 34 - EMPLOYEE PROTECTION

1. OEA shall save each employee harmless from any personal financial liability such as fines, reasonable attorney fees, or posting of bail or bond arising out of any claim, suit, criminal prosecution or judgment against the employee which is a result of carrying out the policies of the OEA..
2. Any employee who engages in criminal conduct, which conduct results in a civil action for general and/or punitive damages against the Association, may be subject to discipline or immediate termination of employment.
3. OEA shall reimburse the employee up to \$100 for the loss of employee's personal property being utilized in the course of employment and located at the place of employment, provided forcible entry is established by police investigation. Up to \$100 shall be reimbursed for the amount not covered by the employee's insurance. The coverage is available only for items on an inventory provided to OEA with the per item cost less depreciation prior to the theft.

### ARTICLE 35 - EMPLOYEE BENEFITS

1. OEA shall provide each full-time regular employee, full-time temporary replacement employee, and half-time regular employee with the following fringe benefit coverage:

- A. For the 2008-2009 contract year, OEA shall provide Full Family Health and Medical: OEA Choice Trust PPO Co-Pay or deductible Plan 1. In addition to coverage provided by the OEA Choice Trust plans, OEA will provide additional coverage for psychiatric and substance abuse care in combination with the PPO Plan up to a maximum of 120 days care. Mini-med shall also be available. A Kaiser option is available if the employee pays the difference. Chiropractic and naturopathic care (similar to what is available under the OEA Choice Plans) will be included as a benefit to bargaining unit members who participate in the Kaiser Health Care option. The Prescription Drug co-payment will be \$5 for a generic substitute and \$5 if no generic substitute is available. The co-payment will be \$10 if a generic substitute is available and the employee chooses to select the brand name.

It is understood that the OEA Choice Trust will cease to exist no later than September 30, 2009.

No later than January 1, 2009, a Standing Insurance Committee (SIC) and consisting of two (2) members selected by each of the four (4) employee groups (Management, Exempt, PSO and ASO) shall be charged to annually review any changes in provided insurance programs, coverage and premium structures. For the 2009-2010 premium year (September 1 August 31) the SIC will be charged with:

1. Development of a decision-making process based on "sufficient consensus". If consensus is not reached there will be a majority rule vote (5-3) on all final decisions.
2. Each representative will have the authority to make a final decision regarding SIC actions on behalf of his or her constituency group.
3. The SIC will formulate a Request for Proposal (RFP) for the services from potential consultant/broker to work with the SIC. OEA will pay for the consultant/broker services.
4. The selected consultant/broker will be charged to work with the SIC to facilitate and advise the parties (Management, ASO, Exempt and PSO) in finding replacement carriers for full family medical, dental, vision and other related coverage.
5. SIC will have as a goal cost containment. Containment efforts might include different program/premium levels with different or higher copayments and/or deductible limits. The intent is to find a replacement plan with the best coverage at the most reasonable cost. To this end, if an insurance program is developed and approved by the SIC that contains costs below a 12% increase for

2009-2010 each PSO full time staff will receive a September bonus of \$1000 (prorated for 1/2 time staff) for the premium year in which the premium increase was less than 12%.

6. At no time during the duration of this agreement will employees be required to pay premium costs.
7. The SIC shall begin meeting no later than December 1, 2008 and shall present to their constituencies a replacement plan/carrier no later than May 1, 2009.
8. The SIC will meet annually beginning no later than May 1 of each contract year to review the insurance programs.

An employee within five years of eligibility for the regular pension benefit may purchase any or all of the group insurance through OEA for up to five years to provide a continuous coverage "bridge" to the date that the employee becomes eligible for OEA post-retirement health benefits.

Stop loss – Employees who incur medical expenses in excess of \$2,500, and who must pay 20% up to \$3,500 for such medical expenses incurred, may submit a voucher for reimbursement which shall be paid up to a maximum of \$200.

- B. Full Family Dental Plan A with \$2,000 limit/\$1,000 limit on orthodontia. In addition, the Plan shall provide up to three (3) cleanings per year.
- C. Full Family Vision Care Insurance Plan 5.
- D. OEA Choice Long Term Care with maximum \$2,000 monthly benefit.
- E. Long Term Disability with a Social Security offset freeze and a 50 percent rehabilitation benefit. The benefit shall be 60 percent of salary to a maximum of \$5,000 per month. Starting October 1, 1992, OEA will deduct 1/26 of the premium in each payroll period for full-time staff. Starting July 1, 1994, OEA will also make the 1/26 premium deduction for part-time staff.
- F. Term Life insurance for employees eligible for the OEA Staff Retirement Plan is calculated as the projected normal retirement benefit (10 year certain and life, as stated in the annual certificate) multiplied by 100, to a maximum of \$75,000. OEA provides \$6,000 Term Life insurance benefit for employee only.
- G. The sum of all Term Life Insurance for employees not covered elsewhere is \$25,000.

- H. OEA provides a \$6,000 full benefit AD & D provision. Additionally, OEA provides \$100,000 travel accident AD & D insurance for loss of life for an employee traveling on business or pleasure. This insurance applies only to those methods of transportation which are covered by the OEA's present travel accident insurance policy.
- 2. All temporary employees (except full-time temporary replacements) shall receive the full-family medical (1.A), dental (1.B), and AD & D (1.H) benefits of this Article. OEA retirees will not receive additional benefits from those specified in Article 41 at the time of their retirement.
- 3. During the first two years of long-term disability leave, an employee will be provided full-family medical insurance equal to Insurance Plan provided to all employees at time of disability. After the first two years, the employee will be able to purchase full-family medical through the OEA plan in which the individual has been participating.
- 4. Layoff Benefit: A person who is laid off shall be provided with insurance benefits as set out in Article 8 of this Agreement.
- 5. OEA shall provide experienced staff severance pay as follows:
  - A. Eligibility for the pay shall be based on years of service to OEA. A severance benefit shall be payable to anyone who leaves the pay of OEA with a minimum of 12 years of service.
  - B. The payment shall be 2.5% of final salary with 30 days notice or, 2.75% of final salary with 60 days notice, for each year of service to a maximum of 22 years of service.
  - C. The payment shall be made in two equal payments in two successive fiscal and calendar years and shall be paid in cash. However, the OEA shall not be obligated to make any payment in the months of September, October or November. The payments shall not be counted in the final average salary for purposes of calculating the retirement benefit.
- 6. The OEA will provide an Employee Assistance Program, jointly developed by OEA and PSO. The specifics of the Employee Assistance Program shall be outlined in a Memorandum of Understanding; however, any such program shall protect the confidentiality of the employee and shall be broad-based in service offerings. The program shall be initially developed around a \$3,500 annual cost guideline.
- 7. The OEA will provide a Section 125 Flexible Benefits program for employees through the OEA Choice Trust at no administrative cost to employees.
- 8. OEA will increase each employee's last paycheck prior to winter break by \$572 (\$286 for half-time employees). This \$572 (\$286) will be subject to payroll taxes and will count as compensation for purposes of retirement.

9. OEA will pay up to the total amount of \$500 per contract year (July 1 – June 30) for work-related child care expenses.

### ARTICLE 36 - AUTOMOBILE

1. OEA shall provide a monthly automobile allowance of \$700 for the period from July 1, 2008 through June 30, 2009. For the period July 1, 2009 through June 30, 2010 OEA shall increase the monthly auto allowance by the Portland CPI-U as of June 2009. An \$80 monthly maintenance allowance is included in the calculations.

No employee shall receive less than he or she received in the prior year.

2. OEA shall provide a monthly insurance allowance based on California Casualty rates and which shall be adjusted annually in January. The rate shall be based on comprehensive, business insurance coverage with a minimum of \$300,000/\$500,000 liability coverage and \$200 deductible. Annually, employees will provide documentation verifying to the OEA that they have the minimum \$300,000/\$500,000 and \$200 deductible coverage. Further, the computation shall be based on the four door, Chevrolet Impala 2LT and with a driver who has a normal driving record. Finally, the rate shall be individualized based on the home address of each employee

3. OEA shall reimburse gas and oil expense for documented business miles based upon the following formula:

$$\text{gas price} \times .05 + .0125$$

For example             $\$1.75 \times .05 + .0125 = \$.10/\text{mile}$   
                                  $\$2.75 \times .05 + .0125 = \$.15/\text{mile}$   
                                  $\$3.75 \times .05 + .0125 = \$.20/\text{mile}$   
                                  $\$4.75 \times .05 + .0125 = \$.25/\text{mile}$

Computation shall be implemented on January 1 and July 1.

The rate shall be based on the rates published by Oregon AAA for regular unleaded gasoline as of January 1 and July 1. An additional three cents above the base per mile will be added for miles 15,001-20,000 and an additional five cents above the base per mile will be added for miles 20,001 and above.

4. OEA shall reimburse up to a maximum of two days per year for midsize car rental expense in the event the employee's car is out of service for repair.
5. Half-time regular employees, technical/specialized employees, and all temporary employees are not covered by this Article. The car allowance in Article 36 will apply for the .5 position in Central Oregon. If other .5 positions are staffed, the parties will agree to meet and determine if such assignment will include the automobile allowance. Such other employees will receive only IRS mileage for their business automobile expenses.

### ARTICLE 37 - TRAVEL EXPENSES

1. Travel expenses, other than those enumerated in Article 36, for transportation, food, lodging, and other incidental expenses, shall be paid based on actual and reasonable expenses incurred as per the agreed-to Memorandum which is appended to this Agreement (Appendix B).
2. Travel expenses will not be paid to PSO representatives in connection with the negotiation of a successor to this Agreement, or in connection with the processing of grievances or other administration of this Agreement.
3. Expense vouchers shall be submitted bi-weekly with time sheets and shall normally be payable ten (10) working days thereafter.
4. Vouchers shall be submitted directly to Accounting. Accounting will check any irregularity and forward all vouchers to the appropriate supervisor. If questions should arise, the supervisor will contact the appropriate staff member for information. If an irregularity is further disputed, vouchered amount less the amount in question will be paid to the staff member. Resolution Procedure below will be implemented on any disputed amount.
5. An informal meeting between PSO and OEA to attempt resolution of any travel expense dispute will be conducted prior to utilization of the contract grievance procedure. Timelines for filing a grievance will be mutually suspended until ten (10) days following this meeting.

### ARTICLE 38 - SALARY

1. Effective July 1, 2008, through June 30, 2009, the salary schedule and index below shall be the official salary schedule and index for the OEA professional staff and the technical/specialized staff: (4.0%, Index 1.053 Compounded)

Step	Prof-Salary	Index	Tech-Salary	Index
1	67,970	1.00000	44,406	1.00000
2	71,572	1.05300	47,706	1.07432
3	75,366	1.10881	51,067	1.15000
4	79,360	1.16758	54,487	1.22703
5	83,566	1.22946	57,968	1.30541
6	87,995	1.29462	61,509	1.38514
7	92,659	1.36323	65,109	1.46622
8	97,570	1.43548	68,769	1.54865
9	102,741	1.51156	72,490	1.63243
10	108,186	1.59167	76,270	1.71757

2. Effective July 1, 2009, through June 30, 2010, the salary schedule and index below shall be the official salary schedule and index for the OEA professional staff and the technical/specialized staff: (5.0%, Index 1.053)

Step	Prof-Salary	Index	Tech-Salary	Index
1	71,369	1.00000	46,626	1.00000
2	75,152	1.05300	50,091	1.07432
3	79,135	1.10881	53,620	1.15000
4	83,329	1.16758	57,212	1.22703
5	87,745	1.22946	60,866	1.30541
6	92,396	1.29462	64,584	1.38514
7	97,292	1.36323	68,364	1.46622
8	102,449	1.43548	72,207	1.54865
9	107,879	1.51156	76,114	1.63243
10	113,596	1.59167	80,083	1.71757

3. The contributions to the OEA Staff 401K Plan for each member eligible to participate in the plan shall be as follows:

OEA shall make an employer contribution on behalf of each eligible member equal to 5% of the member's salary as indicated above.

4. New employees shall be hired at the minimum salary based upon their experience as staff of NEA, NEA affiliates, and other recognized labor unions. Specialists shall be hired at the minimum salary based upon their experience as staff of NEA, NEA affiliates, other recognized labor unions, and for experience directly related to the OEA staff position.

Half-time employees shall have their salary pro-rated based upon the approved time worked.

Nine (9) months or more shall be considered as one year's employment for purposes of salary placement only.

5. All bargaining unit employees shall be paid according to the salary provisions in this Article.

#### 6. SALARY ADVANCEMENT

- A. Effective with the Contract which commences July 1, 1996, all increment movement will take place on July 1 dates.
- B. Each permanent employee shall advance one step per year of experience on the schedule, until the top step is attained.
- C. A newly hired employee must have completed nine (9) months of service, as of July 1, in order to receive a step increase.

7. Employees covered by this Agreement shall not be paid additional salary or enjoy any fringe benefit directly or indirectly by OEA or any affiliate of OEA.

8. Effective July 1, 1993, there will be a \$1,000 annual supplement on Step 10. It will be counted towards salary for retirement purposes.

#### ARTICLE 39 - PHYSICAL EXAMINATION

OEA agrees to pay that portion of the cost not covered by the employee's insurance for an annual physical.

#### ARTICLE 40 - PROFESSIONAL IMPROVEMENT - TRAINING

For each year of the contract, OEA shall provide a training fund for use in professional and personal effectiveness training opportunities. The maximum to be budgeted and expended for each year of the contract shall be \$40,000.

1. Bargaining unit members who are not field staff shall be eligible to receive up to 30% of the budgeted funds. This funding shall be provided for training which shall include the approved conferences attended annually in regards to their specialties such as communications, government relations, research and instruction. OEA will pay airfare for these employees if not provided by NEA. This airfare will not be charged as part of the fifteen hundred dollars (\$1,500) allotment found in Section 5 below.
2. The field staff shall be eligible to receive a minimum of 70% of the budgeted funds. An application deadline shall be established by the Associate Executive Director for Affiliate Services. Applications to attend training must be submitted in writing by the established deadline. Field staff who did not participate in training the previous year will have their training request approved first. Remaining requests will then be approved on a first come, first served basis, if funds remain. In the event training opportunities become known after the application deadline, then employees may submit a request for approval, provided funds remain. OEA will pay airfare for regular part-time employees if not provided by NEA. This airfare will not be charged as part of the fifteen hundred dollars (\$1,500) allotment found in Section 5 below.
3. Employees new to NEA staff work will be guaranteed a minimum of one training opportunity per year for their first three years.
4. There will be ultimate flexibility for a variety of training and allotted amounts, including use for non-NEA training. Management may suggest training for the personal or professional enhancement of an individual employee. Management-directed training will not count against the budgeted amounts. Joint training with other states would come out of the budgeted amount if staff volunteers to participate in the training. These funds shall not be used for state-based group training activities.

5. At the end of the year management-directed training may be charged against the unused funds in the account. In addition, the excess over \$1,500 fifteen hundred dollars per training may be charged against the unused funds in the account at the end of the year.
6. OEA management will provide a quarterly report to staff on funds remaining and training sessions of interest.
7. Each unit member may expend up to one hundred fifty dollars (\$150) for professional books and subscriptions necessary to complete OEA work. This money will come from each unit member's office supply budget. These materials remain in OEA ownership.
8. Temporary employees are not covered by this Article.

#### ARTICLE 41 - RETIREMENT

1. The parties agree that during the life of this Agreement, the terms and conditions of the Oregon Education Association Staff Pension Plan and Oregon Education Association Staff 401K Plan as applied to employees in the bargaining unit covered by this Agreement (PSO employees) shall not be reduced, modified or otherwise altered in any respect except by agreement of OEA and PSO and these plans are hereby incorporated by reference as part of this Agreement.
2. The parties agree that benefits provided by the OEA to PSO employees who are employed as of or after July 1, 1992 through qualified defined benefit plans shall be as follows:

A. Normal Retirement Benefit

The aggregate normal retirement benefit shall be equal to the product of 0.022 times final average salary times years of service.

B. Final Average Salary

Final average salary shall be equal to Basic Monthly Earnings and shall be calculated as follows:

1. "Basic monthly earnings" means the participant's average monthly earnings excluding overtime and bonuses, and any other form of special compensation over the twenty-four (24) consecutive months within the last ten years of his or her service with the employer that produced the highest average.

2. For purposes of calculating a member's "basic monthly earnings" paid on or after July 1, 2000, the member's salary shall be deemed to be 105% of the total of the following amounts: The member's salary as indicated in Article 38, Sections 1–3; the longevity payment under Article 38, Section 9; and the winter-break payment under Article 35, Section 9. In addition to the above calculation, the following amounts shall be calculated as part of the member's annual earnings: Beginning July 1, 2000, \$2,400 of a member's auto allowance; beginning July 1, 2001, \$4,900 of a member's auto allowance; and beginning July 1, 2002 the full amount of the annual automobile allowance.

C. Buy In

Employees may buy previous NEA affiliated association experience at the actual cost (combination of employee and employer contributions) as determined by the actuary in a single payment no less than five years before retirement. The employee may buy up to the minimum needed to fulfill the Rule of 75 requirements. It is understood that OEA will have no added cost by the exercise of this provision. The existence of this option and its exercise shall be subject to the conditions that it not adversely affect the qualified status of the Plan involved.

D. Cost of Living

Each retired employee's monthly retirement check will be adjusted annually, up to a maximum of two percent (2%) to reflect the percentage of increase in the cost of living for the previous calendar year. The annual adjustment will be made based upon the average of the six (6) reports (July, September, November, January, March, May) prior to July 1 of each year as published by the Bureau of Labor Statistics of the U.S. Department of Labor, the six (6) CPI figures to be the average of the CPI-W and CPI-U for the Portland, Oregon area. This adjustment will be received in the July check. The amount of any cost of living increase in any year in excess of the maximum annual retirement allowance adjustment of two percent (2%) shall be accumulated from year to year and included in the computation of increases in succeeding years.

E. Vesting

Vesting of benefits shall not occur in the first five years of employment. In the sixth year of employment, the employee shall be fully vested.

F. Pre-Retirement Death Benefit

Upon the death of a professional staff employee, after becoming eligible for early retirement and before actual retirement, the Plan shall pay a death benefit:

1. To the survivor, if any, who satisfies the lowest numbered classification below:

- (i) Surviving beneficiary named in the Employee's Designation Form filed with the Plan Administrator, subject to the of the surviving spouse if required by the Plan;
  - (ii) Surviving Spouse;
  - (iii) Surviving domestic partner, subject to the consent of the survivor's spouse if required by the Plan. Domestic partner means a partner who has lived with the employee for at least six (6) months at the same mailing address and with whom the employee jointly conducted his/her business affairs (joint ownership of property, joint bank accounts, etc.).
2. In monthly installments, or their lump sum actuarial present value, equal to survivorship portion of a joint and 2/3rds survivorship annuity payable to the employee (as though he or she had retired the day before death) and such surviving spouse, beneficiary, or domestic partner payable:
- (i) To a surviving spouse or domestic partner for life;
  - (ii) To a designated beneficiary other than a spouse or domestic partner for the lesser of:
    - (a) 120 months, or
    - (b) the remaining lifetime of such beneficiary.

G. Normal Retirement

A member's normal retirement date shall be the first day of the month after satisfying the Rule of 75 as follows:

<u>Retirement Age</u>	<u>Number of Years of Service</u>
55	20 or more
56	19
57	18
58	17
59	16
60	15

In no event shall an employee's normal retirement date be later than the first of the month following the attainment of 60 years of age. Participants who elect to continue work beyond 60 years of age will continue to accrue years of service for the purpose of calculation of benefits in accordance with the provisions of the Plan.

#### H. Maintenance of Benefits

In no event shall the benefit to a participant be less than the benefit accrued to the date this Agreement is signed pursuant to the Plan in effect prior to these changes.

#### I. Amendments

Negotiated changes which take effect in the 2004-05 Agreement are revisions agreed to in concept and are subject to drafting by the OEA and PSO pension attorneys. It is recognized that these amendments must be approved by the Internal Revenue Service and that both plans will need to be amended during the contract period to remain qualified under the Internal Revenue Code and the Employee Retirement Income Security Act of 1974 as amended.

#### J. Effect of Agreement

Subject to the changes provided for in this Section above, this Agreement shall not operate to alter or amend the terms and provisions applied to professional staff employees of the OEA Staff Pension Plan and/or the Staff 401K Plan.

### 3. Miscellaneous

A. OEA shall provide medical and dental insurance benefits as set forth in Article 35, A and B for the retired employee, spouse or domestic partner and dependents, if any, until the employee becomes eligible for Medicare, at which time Federal Social Security shall apply. For employees retiring on or after July 1, 2004, spouse or domestic partner is defined as the spouse or domestic partner of the employee at the time of the employee's retirement.

Employees who are hired on or after July 1, 2004, will not have the option of a "lump sum cash out" of their retirement benefits.

1. Any retired employee who is eligible for Medicare but whose spouse or domestic partner is not yet eligible shall receive one-party medical and dental insurance for the spouse or domestic partner until the spouse or domestic partner is eligible for Medicare.
2. In the event of the employee's death prior to reaching Medicare eligibility, the OEA shall provide medical and dental coverage for the spouse or domestic partner under the OEA's insurance program until the spouse or domestic partner becomes covered by Medicare.
3. Upon eligibility for Medicare, OEA shall provide until the retiree's death, \$100 per month per retired employee and/or spouse or domestic partner towards the purchase of a Medicare Supplement of the employee's choice.

B. Information

OEA will provide up-to-date retirement information for all staff. Such information shall be required from the carrier and shall be provided within sixty (60) days prior to the date the individual elects to retire. Others who wish such information shall be provided that information at the earliest practicable time.

OEA agrees to provide written assurance to each retiring employee that there will be no reduction in the benefits promised in the contract in effect at the time of an employee's retirement.

C. OEA will provide the Plan benefit to Ted Romoser and Mike Carter by calculating their years of service for the pension formula in accordance with the September 1990 Pension Memorandum of Understanding between OEA and PSO. The additional years of service granted through the Memorandum of Understanding do not apply in determining the normal retirement date under the Rule of 75.

D. Action shall be taken no later than December 1, 1990 to terminate the PSO Supplemental Retirement Plan and transfer its accrued benefit liabilities and assets to the OEA Staff Pension Plan.

E. OEA will provide to retired Professional Staff notice by mail (at last known address, regular post) of vacant Half-time Prospector positions. It will be the responsibility of the retiree to contact the OEA Executive Director or designee to arrange an interview on a timely basis (within ten calendar days of the postmark date of notice). OEA will provide an interview. Management will select from all applicants the individual with the desired skills and experiences sought by management. This Section shall not apply to any regular Staff positions.

A retiree's work for OEA may not exceed 990 hours annually.

ARTICLE 42 - MOVING EXPENSES

1. OEA shall provide full payment for the actual cost of transporting, packing, unpacking, and reasonable insurance for normal household goods for:
  - A. New employees.
  - B. Current employees when continued employment involves relocation to another city in Oregon.
2. OEA shall reimburse new employees for the cost of transportation, room, and meals incurred in a trip for the purpose of interviewing for any position subsequently offered and accepted. In addition, the employee's room, board, and transportation expenses incurred in the process of obtaining housing at the time of the interview shall be reimbursed.

3. Upon request, OEA guarantees the same reimbursement as in Sections 1 and 2 to an employee affected by a reduction in force who has relocated as a requirement of employment with OEA within the year previous to the reduction in force.
4. Any employee who uses temporary housing during a move will provide OEA with an estimate of time and cost necessary for such housing, and updates if the estimated amount of time and cost changes.
5. An employee who chooses to leave the employment of the OEA prior to one year of service shall be required to reimburse the OEA for the costs of moving as defined in Section 1. Repayment may be waived for extenuating circumstances.

#### ARTICLE 43 - MAINTENANCE OF STANDARDS

1. All conditions and benefits of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed and this Agreement shall not be applied or interpreted so as to deprive employees of advantages with respect to wages, hours, and working conditions heretofore enjoyed unless otherwise provided in this Agreement.
2. Should there be a conflict between this Agreement and any personnel practice, then the terms of this Agreement shall prevail.

#### ARTICLE 44 - SEVERABILITY

1. If any provision of this Agreement, or any application of this Agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. Prior to any change, notice will be given to the other party and the parties will meet and discuss possible alternatives for resolution with a full sharing of information and knowledge.
2. If the problem-solving attempts are not successful or do not result in a resolution of the problem within 30 days of notice of the problem, the parties will immediately enter into formal negotiations regarding the invalid provision. All other provisions or applications shall continue in full force and effect.

#### ARTICLE 45 - EFFECT OF AGREEMENT

1. This Agreement represents the full understanding and commitment between the parties and may be added to, deleted from, or otherwise changed only by an amendment properly signed by both parties.

2. Copies of this Agreement shall be printed at the expense of the OEA within thirty (30) days after the Agreement is signed. Each employee now or subsequently employed shall receive a copy. Similarly, any subsequent revisions or amendments shall also be printed and distributed to each employee. PSO shall be supplied with an additional twenty (20) copies.
3. Nothing contained in this Agreement shall preclude PSO from its right to appear before the OEA Board of Directors in order to present its position with regard to matters that are not the subject of negotiations between the parties.

#### ARTICLE 46 - DURATION

1. This Agreement shall be effective as of July 1, 2008 and shall remain in full force and effect through June 30, 2010.
2. This Agreement is signed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

OREGON EDUCATION ASSOCIATION

PROFESSIONAL STAFF ORGANIZATION

## APPENDIX A

### GUIDELINES AND PROCEDURES FOR REPORTING AND REIMBURSEMENT OF TRAVEL AND ENTERTAINMENT EXPENSES

The intent of these Guidelines is that staff will act prudently in making judgments about expenditures and management will act prudently in monitoring and authorizing such expenditures.

Reimbursements are based on actual costs incurred, provided such costs are reasonable.

Vouchers should be submitted bi-weekly and shall normally be payable ten (10) working days thereafter. All vouchers must be documented with appropriate original receipts, explanations, and authorizations.

## GUIDELINES

### DEFINITIONS

Only BUSINESS-RELATED travel and entertainment expenses are reimbursable. Other expenses (i.e., misc. office supplies) should be handled through Petty Cash or other authorized document.

There are two distinct circumstances when an expense is considered business related: 1) Official Travel and 2) Entertainment.

Travel between home and office is not official travel.

Entertainment is defined as meals or functions involving individuals who are NOT employees of the Association, and are reimbursable only if OEA business is conducted in conjunction with the event.

#### 1. MEALS

Except as provided in these Guidelines, the cost of all meals is considered a personal expense.

Individual business meal charges in Oregon are reimbursable for actual costs up to the following limits for:

Breakfast	\$12.00
Lunch	\$18.00
Dinner	\$31.00

Above expense limits are provided to account for variance by location. The above expense guidelines may vary according to location, special circumstances or with prior approval of management. When an expense exceeds \$24.99, it shall be accompanied by a receipt and reasonable explanation.

Each employee must pay for his/her own meals and voucher them separately. However, reimbursement shall be allowed on one voucher for authorized group functions. Group meals will include the names of individuals and the purpose of the meeting. Reimbursement for staff participants is allowed provided that the ratio of staff to non-OEA employees is reasonable and logical, based upon the business conducted.

Vouchers for occasional business meals with release time officers and other OEA professional staff due to program or scheduling needs shall be reimbursed when purpose is adequately documented.

Vouchers for business meals must include specific identification of all participants as well as an explanation of the nature of the Association business conducted. Failure to do so will result in delays or denial.

Specific exclusions: Meals or other costs for spouses or companions are not allowed.

## 2. LODGING

Only the lodging costs, including tax, for each day should be entered in the Lodging Column on the voucher. They must be substantiated by hotel bills which identify both the hotel and the number of occupant(s). Restaurant and other charges which appear on the hotel bill must be segregated on the voucher and not included in the space provided for lodging costs.

Reasonable costs normally should not exceed \$120.00 per night. An explanation is required for higher amounts, except for pre-approved group functions, such as workshops or resort retreats. Unused guaranteed reservations shall be charged to the employee absent any business or personal emergency approved by the supervisor.

Laundry Service: In the case of long-term assignments extending over four (4) nights, or organizing campaigns and strikes where the expectation of returning home cannot be predicted, reasonable hotel laundry service will be allowed.

Conference and Workshops: Direct billings can be arranged by the responsible supervisor, but they may only include room charges and group meals. Individual meals, telephone calls, etc., must be paid by the employee and vouchered as usual.

Specific Exclusions: Expenses such as movies, room service exceeding meal guidelines, grooming, etc., are considered personal, and are not reimbursable.

As with all business travel and entertainment, costs of spouses or companions will not be allowed.

### 3. TRANSPORTATION

Car Mileage: For employees receiving a car allowance, mileage is reimbursed as per the PSO Agreement. All other employees are reimbursed the maximum allowed as tax deductible by the Internal Revenue Service.

Specific Mileage Exclusions: Home to office mileage is not reimbursable.

Public Transportation: With prior approval from the Executive Director or the employee's immediate supervisor, an employee may travel on Association business by plane, train or other public transportation. Transportation costs submitted for reimbursement when travel is by plane, train or other public transportation must be substantiated by ticket stubs or receipts. All such travel shall be coach or tourist class. Employees may not use private aircraft for business purposes. Penalties for unused guaranteed reservations will be charged to the employee absent any business or personal emergency approved by the supervisor.

Local Transportation and Parking: Ordinary and reasonable costs of local transportation incurred for items such as taxi, bus fare, airport limousine, tolls and parking charges while on Association business will be reimbursed. Such costs should be appropriately itemized on the Expense Voucher and, to the extent possible, receipts or ticket stubs attached to the voucher.

Telephone: The cost of business calls necessary during travel will be allowed for payment. When traveling overnight, reasonable calls home are also reimbursable.

OEA telephone credit cards should be limited to the extent possible since the cost of such use is substantially higher than normal station-to-station calls.

Insurance: Air travel and other types of transportation insurance are considered personal expenditures.

### 4. MISCELLANEOUS

- A. Annual reimbursement for one credit card fee up to Green American Express Card fee.
- B. OEA should make available the computer program for the submission of vouchers. This would not be mandatory.
- C. The OEA will publish a defined check-cutting procedure for expense and auto checks.
- D. Training and regular communication with the staff and the union shall take place in regards to the procedures and Guidelines.
- E. Receipts are required for lodging, all expenses of \$25.00 and over, and when individual meals exceed suggested guidelines.

- F. Incidentals and emergencies: Where possible, staff will get pre-authorization or Purchase Order numbers or use petty cash for incidental/emergency expenses. Other incidentals may be purchased by staff when necessary in their professional judgment. Emergency expenditures will be reimbursed when adequate documentation of reasons and amounts is provided.
- G. Travel advances will be repaid annually by June 30th in accordance with IRS guidelines. A travel advance will be reissued upon written request.

Out-Of-State Travel: Costs may vary and will be reimbursed based on actual and reasonable costs for the specific location.

### REPORTING PROCEDURES

Allowable travel expenses as outlined in the above Guidelines must be properly itemized, documented, explained and approved to permit timely processing. Expense vouchers must be completed in ink or by typewriter; illegible vouchers shall be returned.

The immediate supervisor should be contacted for prior approval of expenses which fall outside these Guidelines. If approved, the expenses will be reimbursed with the regular voucher.

APPENDIX B

PENSION MEMORANDUM OF UNDERSTANDING

OEA and PSO agree that in calculating the years of service provided to Ted Romoser and Mike Carter for the Staff Pension Plan formula, OEA will use the attached tables. The additional years of service granted through this Memorandum of Understanding and attachments shall not apply in determining the normal retirement date under the Rule of 75.

\_\_\_\_\_  
OEA

\_\_\_\_\_  
PSO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MIKE CARTER**

Date of Birth: 12/31/41

Date of Hire 03/16/84

Assuming continued employment with OEA, years of service at age 60 will be 17.750 years.

The following table describes the actual plus bonus years of service to be used in the pension formula: 2.1% of final average pay multiplied by years of service.

Actual Service (years)	Actual Plus Bonus Service (years)
20 or more	Actual Service
At least 17.750 and less than 20	20
At least 12.750 and less than 17.750	$(20.0/17.750) \times \text{Actual Service}$
Less than 12.750	Actual Service

**TED ROMOSER**

Date of Birth: 09/21/39

Date of Hire 12/01/83

Assuming continued employment with OEA, years of service at age 60 will be 15.833 years.

The following table describes the actual plus bonus years of service to be used in the pension formula: 2.1% of final average pay multiplied by years of service.

Actual Service (years)	Actual Plus Bonus Service (years)
20 or more	Actual Service
At least 15.833 and less than 20	20
At least 10.833 and less than 15.833	$(20.0/15.833) \times \text{Actual Service}$
Less than 10.833	Actual Service

APPENDIX C

LETTER OF UNDERSTANDING

OEA and PSO agree to the following:

1. Relationships Committee: The OEA President will invite representatives from all employee categories for the purpose of forming a "Relationships Committee". The purpose is to discuss working relationships and the interests of OEA and its employees.

Initial agenda topics should include:

Working together to enhance employee morale.

Working together to achieve a balance of participation by governance, staff, and management in developing OEA programs.

Working together to enhance the relationship between ASO, PSO, Management/Confidential and the OEA Board.

2. Equipment Procedure:

A. Once an equipment item is authorized, OEA will consult with the affected staff person on:

1. Who will make the purchase
2. Cost approximation
3. Timelines for purchase
4. Specifications

B. An Equipment Committee to include the OEA President, the Budget Chair, Crumpton, McKeag, two field secretaries, one field staff, and one specialist staff will meet 2-3 times per year to research the best standards for office equipment (care needs to be given to tap into individual expertise).

C. The Equipment Replacement Schedule shall be reviewed by the above Committee.

D. Committee should make compatibility of computers and current software and equipment part of their goals.

3. The Executive Secretary will provide the OEA Board and PSO, at the January and May/June meetings, detailed reports on use of cadre. Such reports will indicate purpose of cadre, length of contract, and stipends paid. This information will be the factual basis of consideration for future discussions with PSO and OEA on the use of cadre

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OEA

Date

---

PSO

Date

APPENDIX D

Memorandum of Agreement  
between the  
Oregon Education Association  
and the  
Professional Staff Organization

The parties agree that communication and feedback are mutual obligations and key to the successful delivery of Association programs.

Therefore, the UniServ Consultant will initiate discussions with the Council at least two (2) times each school year regarding the delivery of programs and services of the OEA/NEA and UniServ Council.

\_\_\_\_\_  
OEA

\_\_\_\_\_  
PSO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX E

Memorandum of Agreement  
between the  
Oregon Education Association  
and the  
Professional Staff Organization

The Oregon Education Association and the Professional Staff Organization are committed to implementing the Affirmative Action Plan as described in Policies 4000, and to work together to meet any quotas that are set.

In regards to this commitment the parties each agree to minimally do the following:

1. An effort will be made to recruit women and minorities when openings occur for outside applicants.
2. The Affirmative Action Goals and Policy will be reviewed with the UniServ Council prior to interviews.
3. The OEA President will forward a copy of his/her OEA/RA progress report to the PSO President.
4. When OEA determines to work on revision or review of the Affirmative Action plan and procedures that are required under Policy 4000, PSO will be notified and requested to appoint members to participate in the process.

It is understood that this memorandum applies only to those positions that are in the PSO bargaining unit.

\_\_\_\_\_  
OEA

\_\_\_\_\_  
PSO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX F





APPENDIX H

Memorandum of Agreement  
between the  
Oregon Education Association  
and the  
Professional Staff Organization