



2024-2027

AGREEMENT BETWEEN

MULTNOMAH EDUCATION SERVICE DISTRICT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

COUNCIL 75 AFL-CIO

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PREAMBLE

This Agreement is entered into by Multnomah Education Service District, hereinafter referred to as the District, and classified employees, Educational Assistants and Classroom Assistants within the MESD bargaining unit Local 1995, affiliated with Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 – RECOGNITION

The District recognizes the Union as the sole and exclusive representative with respect to wages, hours, and other terms and conditions of employment for all members of the bargaining unit as defined in Article 2 of this Agreement.

ARTICLE 2 – APPLICATIONS & DEFINITIONS TO THIS AGREEMENT

2.1 Composition and Bargaining Unit

- A. This Agreement shall apply only to members of the bargaining unit represented by AFSCME Local 1995. Membership in the bargaining unit for the local shall be as follows:
- B. Full-time employees who are in positions which are budgeted for one hundred fifty (150) days or more per fiscal year.
- C. Part-time employees who are regularly scheduled to work four (4) or more hours per day in positions which are budgeted for one hundred fifty (150) days or more per fiscal year.

2.2 Excluded from the Bargaining Unit

- A. Employees of the District who are registered nurses, members of the OEA unit, temporary employees, and employees working less than four (4) hours per day, supervisors, confidential employees and all other employees whose employment does not meet the criteria specified in 2.1.A or 2.1.B, are not part of the bargaining unit and no provision of this Agreement shall apply to them.

2.3 Definitions

- A. Day - Length of the workday for each member.
- B. Employee - When capitalized, means any member of the bargaining unit except Educational Assistants and Classroom Assistants.
- C. Member - When capitalized, means any member of the bargaining unit.
- D. Department - An MESD organizational unit headed by a Cabinet Member.
- E. Seniority - Total length of unbroken service with the MESD, except as otherwise provided herein, e.g., excluding periods when the Member is on an unpaid leave (e.g., Article 13.1, B), but including any time spent on temporary program closure layoffs (Article 7, Layoff and Recall, section 7.7) or when the Member utilizes unpaid leave due to official building closures as identified and posted by the District.
- F. Year - Twelve (12) months.

- G. Full-Time - No less than seven (7.0) hours per day and five (5) days per week or thirty- five (35) hours per week.
 - H. Part-Time - Four (4) or more hours per day but less than full time.
 - I. Part-year Member: A Member who works one hundred fifty (150) days or more but fewer than two hundred sixty/two hundred sixty-one (260)/(261) days per fiscal year.
 - J. Month - Unless herein specified otherwise, "month" as used in this Agreement shall mean calendar month.
 - K. Steward - A steward is a Member designated by the union whose role is to assist or represent a grievant in the processing of a grievance and whose role may be to deal with matters of mutual concern with District supervisory and administrative staff.
 - L. Temporary employee is defined as a person working less than one hundred fifty (150) days per year or filling in for a regular Member who is on approved leave of absence, regardless of the number of days.
- 2.4 Temporary employees shall not be used to permanently replace a regular bargaining unit Member in a position. This shall not be construed so as to prevent a temporary employee from applying for a vacant regular bargaining unit position.
- 2.5 There shall be four (4) signed copies of the final Agreement for the purpose of records. Two (2) shall be retained by the Union and two (2) shall be retained by the District.
- 2.6 The District agrees to print sufficient copies of this Agreement for distribution to all individuals in the bargaining group. Costs of printing sufficient copies for the bargaining group shall be borne equally by the parties.

ARTICLE 3 – SPECIAL CONFERENCES

Special conferences for important Employer-Member matters may be agreed to between the Union President and/or AFSCME Council 75 Representative for the Union and the Superintendent, or designee, upon the written request of either party. Such meetings will be arranged in advance and an agenda of matters to be discussed at the meeting will be presented at the time the conference is requested. The Union President or chapter chairperson and one additional Member representing the Union will be permitted to attend such conference without loss of pay to the extent such conference is scheduled during the duty hours of the employees and the Union President.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1. It is jointly recognized that the Board consists of citizens who are elected by and directly responsible to the community and local school districts for the programs and services conducted by the MESD. The Board acts by and through its administrative and supervisory staff. The parties, therefore, jointly recognize that pursuant to ORS Chapter 334, the Board has the responsibility for formulation and implementation of policies and rules governing the program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.
- 4.2. Recognizing the relationship noted in 4.1 of this Article, the parties agree that the District retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it, consistent with ORS Chapter 334. Rights of Members and the Union are limited to those set forth in this Agreement or provided by Oregon statute, and the District retains all prerogatives, functions, and rights not limited by the terms of this Agreement or by Oregon statute.
- 4.3. In the event the terms of any other Article of this agreement are in conflict with the terms of this Article, the terms of such other Article shall control.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Access

Any Member shall have access as set forth herein to this procedure for resolving grievances affecting the grievant. The District and the Union agree that no restraint, interference, discrimination or reprisal will be permitted or allowed against any Member or supervisor exercising their rights under this procedure.

5.2 Definitions

- A. A “grievant” is a Member having the grievance; a group of Members may be grievant’s if they are equally and directly and adversely affected by the alleged violation of this Agreement. The Union may be a grievant to the extent that there has been an alleged violation of the Union’s rights under this Agreement.
- B. A “grievance” is an alleged violation of the terms and provisions of this Agreement.
- C. “Days” as used in this procedure shall mean business days.

5.3 Guidelines

- A. The grievant must be present at all steps in this procedure. The grievant may choose to be represented by a Steward or Union Representative at all Formal and Informal Steps. The grievant’s presence at grievance meetings may be waived by mutual agreement of the parties.
- B. Failure by the District at any step of this procedure to communicate a response in writing within the specified time limits shall permit the grievant to proceed to the next step. Failure by the grievant at any step of this procedure to appeal a District response to the next step within the time limits shall be deemed acceptance of the District’s decision rendered at the prior step.
- C. There shall be no more than three (3) persons on either side at any meeting or hearing below Step 4 – Board or designee. The person conducting the meeting at Step 3 shall not be considered as being on either side.
- D. In order to be cognizable, a grievance must be initiated at the First Formal Step within thirty (30) business days of the occurrence of the cause for the grievance or when the employee knew or should have known thereof. This thirty (30) business day period will be used to attempt to informally resolve the dispute. The District and Union mutually agree that every attempt will be made to informally resolve workplace disputes.

- E. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the grievant, except where otherwise required or permitted by law; however, the foregoing shall not prevent the District from placing a summary of the grievance in the Member's personnel file.
- F. Should any dispute arise between the grievant and the District as to whether a grievance exists or not, that dispute may be appealed to arbitration with the arbitrator empowered to decide whether a grievance does exist and no other questions. If the arbitrator decides a grievance does exist, the arbitrator's award shall be limited to remanding the grievance to the step in this procedure where it was first contended that the grievance was not a grievance.
- G. It is understood that any time limits provided in the grievance procedure may be extended only by written mutual agreement of the Grievant/Union and the District.
- H. Failure by the District to respond on a grievance within the specified time limit shall not in itself constitute basis for a grievance, but shall allow the grievant to proceed to the next step of the procedure.
- I. A written record of the proceedings may be taken at the District's expense at the Superintendent, or designee, and Board steps, herein, with a copy made available without cost to the union upon request.
- J. All grievances must be processed according to the grievance form.
- K. A grievant shall process a grievance during their work hours and with prior scheduling approval of the grievant's supervisor. Should a request to process the grievance during the grievant's requested work hours be denied, and the supervisor is the subject of the grievance, then the grievant may appeal to the Director of Human Resources. A Steward may assist or represent a grievant in processing a grievance during the Steward's work hours with prior approval of the Steward's supervisor. "Processing a grievance" means meetings or conferences as provided for in this article between District management and the grievant and/or the Steward.

5.4 Procedural Steps

A. Informal Dispute Resolution

In an attempt to resolve the problem, the grievant shall meet with the immediate supervisor or appropriate administrative authority and discuss the situation. The grievant will state that they are initiating a grievance. The grievant and the immediate supervisor will attempt to set an informal meeting to discuss the

grievance within ten (10) days. If mutual agreement on a meeting date cannot be achieved within ten (10) days, then the grievant may move on to the Formal Phase.

B. Formal Dispute Resolution

Step 1 - Cabinet

If in the judgment of the grievant, the grievance remains unresolved after the informal meeting with the supervisor, the grievant may, within the same ten (10) business days described in section D of this Article, file a written grievance to the Cabinet member or appropriate administrative authority. The written grievance shall specify:

1. What management action or inaction violated the Agreement;
2. What specific provision of the Agreement was violated by management; and
3. What is the specific remedy sought by the grievant which would resolve the grievance.

A meeting between the grievant and the cabinet member may be held if mutually agreed to in order to discuss and, if possible, resolve the written grievance. If agreed to, this meeting will be held within seven (7) business days from the cabinet member's receipt of the written grievance and the cabinet member's written response will be given to the grievant within seven (7) business days thereafter. If no meeting is held at this step, the cabinet member shall respond in writing to the written grievance within seven (7) business days of its receipt.

Step 2 – Superintendent

If the grievance remains unresolved in the judgment of the grievant, the grievant may, within ten (10) business days after receipt of the Cabinet Member response, submit the written grievance to the Superintendent, or designee. The Superintendent, or designee, will meet with the grievant, if no meeting was held at Step 1, or the Superintendent, or designee, will prepare a written response to the grievance.

The meeting will be held within fifteen (15) business days of the receipt of the timely submitted grievance; the written response of the Superintendent, or designee, shall then be given to the grievant within ten (10) business days after that meeting. If no meeting is held, the written response of the Superintendent, or designee, shall be given to the grievant within seven (7) business days after the receipt of the written Step 2 grievance.

If the grievance is denied and this denial results in a loss of pay for the member, dismissal or the member being placed on probationary status, the grievance may be

taken to Step 4 – Arbitration. All other grievances shall be non-arbitral and may proceed to Step 3.

Step 3 – Board

If the decision of the Superintendent or his designee is not acceptable to the grievant, and if the grievance includes complaints about the Superintendent or their designee, the grievant may appeal to the Board by sending written notice to the Board's Clerk. The appeal shall be in writing and delivered within fifteen (15) business days of the decision.

The hearing shall be held as soon as practicable, but not longer than thirty (30) business days, after receipt of the grievance unless extended by mutual agreement. In the case of non-arbitral matters, the hearing shall be conducted by the Board. In the case of arbitral matters, the Board, at its election, may conduct the hearing, or it may appoint a hearing panel. All decisions of the hearings panel shall be final and shall not be subject to appeal to the full Board, but shall be applicable to arbitration as herein provided. In arbitral grievances, the Board reserves the right to waive the hearing of any grievance.

The Board or its designee shall deliver its written decision to the grievant with copies sent to the Superintendent and all persons officially involved in the grievance within fifteen (15) business days after conclusion of the hearing.

All non-arbitral grievances will conclude with Step 4.

Step 4 – Arbitration

If the grievance remains unresolved in the judgment of the grievant, the grievant may be submitted by a written request to the District that the grievance be submitted for arbitration. Such a request for arbitration must have the concurrence of the Union in order to be valid. The written request shall be presented to the District within fifteen (15) business days of the receipt by the grievant of the District's response at Step 4. In such case, the following procedures shall apply:

1. Within fifteen (15) business days after such written notice of submission to arbitration, the Board representative and the Union shall attempt to agree upon a mutually acceptable arbitrator to serve. If the Board and Union are unable to select an arbitrator, then the parties will request a list of seven (7) arbitrators, limited to Oregon and Washington residents, through the Oregon State Conciliation Service. The parties shall alternately strike a name from the arbitrator list until one (1) remains. The remaining name shall be the selection made to arbitrate. If either party fails to strike a name within three (3) business days of the other's action, it shall be deemed a waiver of that right, and an acceptance of all the names then remaining, in which event the other party may

select the arbitrator from those names remaining on the list. The first party to strike a name shall be determined by lot.

2. The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue their decision not later than thirty (30) business days from the date of the close of the hearing or, if oral hearings have been waived, then from the final statements and proofs on the issues are submitted to them. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act against the law or which would add to, subtract from, alter or modify the terms of this Agreement, District policy or practices not in conflict with this Agreement. The decision of the arbitrator shall be final and binding on the parties to the grievance.
3. The costs of the services of the arbitrator shall be borne by the losing party. Any other expenses incurred shall be paid by the party incurring the same. If any question exists as to who is the losing party, the arbitrator shall make the decision.

ARTICLE 6 – SAFETY

6.1 Hazardous Work

- A. Whenever a Member believes they have been instructed to perform work under hazardous conditions, such person shall have the right to discuss their concerns with the supervisor. After such a meeting, if the Member still contends the job to be performed is hazardous, the Member shall immediately notify the Safety Officer regarding the situation. The Safety Officer will make a determination regarding the Member's contention and make a ruling.
- B. If a Member believes a danger that threatens physical harm, or if an “imminent danger” hazard exists, the Member shall not be required to perform the work in question at the site in question and may be reassigned until the Superintendent or designee has made a determination. The Member may contact the Safety Officer directly under these circumstances.
- C. The District shall make Safety Concern forms available. In the event the Member becomes aware of an unsafe condition the Member shall notify the Member's immediate supervisor promptly. The Member will complete a Safety Concern form to submit to the supervisor and/or Safety Committee Representative for their site.
- D. The District will attempt to keep Members informed of determinations made by the District regarding Members' safety concerns. The District shall report all safety concerns and resulting determinations to the Safety Committee.

6.2 Protective Clothing

In the event the District requires the Member to wear protective clothing or any type of protective device, the Member shall wear or use the safety clothing or device as directed as a condition of employment. The District shall provide protective clothing or protective device to the Member and will bear the cost of maintaining these items.

6.3 Safety Committee

The District will notify the Union President, in writing, of vacancies on the District Safety Committee as soon as practicable after becoming aware of the vacancy. The Union will inform its Members of such vacancies on the Safety Committee and will present names of employees willing to serve on the Safety Committee to the Superintendent or their designee.

6.4 Site Safety Committee Contact Information

The District will publish the names of all safety committee members at all sites on the District webpage. On an annual basis, the Agency will notify Members in writing where information on their site safety committee may be obtained. Members will also be provided with contact information for the District's Safety Officer.

6.5 Hazardous and Inclement Conditions

- A. Urgent concern that the building the employee normally works in due to imminent safety issue(s) is no longer able to be occupied safely, or that the work assignment is unsafe due to inclement conditions, is a valid reason to remove oneself from or not to report to a work assignment. In such cases, the employee shall report the concern to their supervisor who may choose to mitigate the safety concern through proper PPE or administrative controls, or reassign the employee to an alternative work assignment, including telework. From the time that the employee raises the concern, to the point they are provided an alternative work assignment, the employee shall not suffer any loss of pay. Imminent and/or unsafe conditions shall be mutually determined by the employee and supervisor unless otherwise declared by local, state or federal authorities. Employees, having notified their supervisor, may remove themselves or not report to the site pending determination of the conditions.
- B. If an employee is unable to report to their work location due to poor air quality, natural disaster, or other unsafe environmental conditions, they will be permitted to work at an alternate work location, telework, or if not possible, to use paid leave. The determination of the option listed above will be made by the supervisor in collaboration/consultation with the member.
- C. In the event a local, state or federal emergency has been declared employees who are required to work on site when any other employees of the employer are not required to work on site, due to the declared emergency, shall be designated as "Essential Employees" and receive Essential Employee Premium Pay, at an additional five percent (5%) of their regular base pay rate, for each hour worked.
- D. If an employee is required to drive for work and has reported to work, the employee and employee's supervisor will discuss if it is safe for the employee to drive during inclement weather. Either the employee or the supervisor can determine it is unsafe for the employee to drive, in which case, the employer may choose to find alternative work assignments for the employee.
- E. In the event of a major natural disaster (earthquake, floods, pestilence, major inclement weather), the employer will take necessary action and make every effort to inform all employees of the procedures that should be followed. Should lines of communication become unavailable, employees should follow the guidance of local, state and federal authorities pertaining to travel and working conditions.

ARTICLE 7 – LAYOFF AND RECALL

The District will determine the need for layoffs and identify the affected positions. Any reduction in hours or days resulting in a Member working less than one hundred percent (100%) of the Member's total annual hours at the time of layoff shall be considered a layoff. For the purpose of this Article, projected annual hours are defined by the position. A member may elect to stay at their worksite and accept the reduction in hours. As a result, the member will be considered whole. If a member elects to accept the reduction, this must be done in writing and all associated documentation shall be placed in their personnel file.

7.1 Layoff Notification and Member Options for Bumping and Recall

- A. The District shall notify the affected Member and the Union no less than thirty (30) business days or as soon as possible prior to the effective date of the elimination or reduction of the position. Such notice shall include a copy of the incumbent Member's layoff and recall rights according to this Article.
- B. Within ten (10) business days of being notified by receipt of the District's letter, the affected Member shall respond to the Director, Human Resource Services, indicating whether they desire to accept the reduction in hours or exercise the bumping procedure or elect layoff. If the Member elects to be laid off they will be placed on the recall list as specified in Section 7.3.D Laid Off Member Obligation. Failure to respond in writing within the specified time shall forfeit the Member's right to invoke the bumping provision, and the Member shall be placed on the recall list.
- C. Members who are on a leave of absence for medical reasons or an approved leave of absence shall be provided with their layoff notification via email first. If there is no response or acknowledgement of receipt from the member within forty-eight (48) hours, a certified letter with return receipt shall be sent to the "last known address" of the member.
- D. A Union Representative may be asked to communicate with the member and provide the employer with a confirmation of receipt, however, the Union retains the right to refuse to act as a conduit between the employer and the employee. This applies solely to this section.
- E. Bumping Options:
 - 1. For the purposes of bumping, any vacant position the District intends to fill shall be considered the least senior position in the job classification.
 - 2. The Member whose position is affected as described above in Section 7.1 A, shall have the right to "bump" the least senior Member within the same range

of pay (Appendix B) and the same classification in any program in the same Job Group (Appendix C).

3. Should such Member not have sufficient seniority to bump within the same classification, the Member shall have the right to bump the least senior Member in a different classification in the same range of pay (Appendix B) and Job Group (Appendix C). A Member must possess the minimum qualifications for that position.
4. Should such Member not have sufficient seniority or fail to qualify to bump into a different classification within the same range of pay (Appendix B) and Job Group (Appendix C), the Member shall have the right to bump the least senior Member in any classification in a lower range of pay within the same Job Group (Appendix C).
5. If a Member elects to bump, the District will first attempt to place them into the least senior position with equal days and hours in the same salary range equal to their position at the time of layoff. If the Member is placed in such position they will be considered to be made whole and not be eligible for recall.
6. In addition to the layoff and bumping rights listed in Section 7.1 Members shall be given the opportunity at the time of layoff, in the letter to be returned to the District, to designate other specific layoff and bumping elections. The options available to Members in this letter shall be:
 - a. Elect not to bump into a position with more days and hours without forfeiting their right to bump into a position with equal or less annual hours.
 - b. Accept layoff, remain in their reduced position and be placed on the recall list
 - c. If a bumping placement would result in more than a five percent (5%) reduction in overall wage compensation the Member may elect to decline the placement, be laid off and placed on the recall list.
 - d. If a bumping placement would result in the Member being placed outside of a fifty (50) mile radius of their current duty station the Member may elect to decline that position and be placed in the next least senior position within a fifty (50) mile radius of their current duty station. The fifty (50) mile distance shall be measured from the employee's pre-layoff duty station to the potential layoff duty station.

7. Any Member in the Job Group (Appendix C) displaced pursuant to the bumping provision shall have the same rights to bump as the first Member whose position was affected as described in Section 7.1.A through D, above. The least senior Member(s) or the Member(s) who fails to qualify for a position in a given bumping sequence shall be laid off.
8. All bumping employees must possess the skills, ability, and capacity to perform the job and must demonstrate the ability to perform all job functions within sixty (60) working days from the date of assuming the job duties. When a bumping employee is placed into a new position, a transition plan shall be implemented. A transition plan will detail training requirements and district offered supports to include peer to peer support, internal and external training, and coaching to support the employee's success where applicable. If, after the trial period of sixty (60) working days, the employee cannot perform the duties of the new assignment in a satisfactory manner as determined by the District, the employee may be given additional time for training and job mastery, at the District's discretion. If the employee moves to layoff status, the District will fill the position from the recall list. The employee may alternately elect at the end of the sixty (60) working days, if they cannot perform the duties of the new assignment, to move to the recall list. The employee will not have bumping rights.
9. A Member in a classification which is part of a series (within a Job Group) is presumed qualified for any lower range in the same series, unless otherwise determined by the District. An Example of a series as used in this section is AAI, AAI, or AAI.
10. If an employee who bumped into another position subsequently resigns from the position, the vacant position will be filled from the recall list.

7.2 Pay Rate

In a bumping situation, a Member who bumps into a position in the same job classification and in the same pay range retains their pay rate as before the bump. In a bumping situation, a Member who bumps into a position in another job classification in a lower pay range shall receive a pay rate for such position as follows: for the maximum period of three hundred sixty-five (365) consecutive days, beginning on the Member's first workday in such position, the pay rate shall be equal to or higher than the next step below the one the Member held in their previous job classification, and at the end of that three hundred sixty-five (365)-day period, the pay rate shall be closest to their previous pay rate but not higher than the top of the lower pay range.

7.3 Recall

- A. Members may be placed on the recall list for positions in their own classification and job groups as designated in Appendix C.
- B. Members on layoff status shall have recall rights for twenty-seven (27) consecutive calendar months. During the twenty-seven (27) month recall period, a Member shall be recalled, as needed by the District, in reverse order of layoff to a position in the same Grade (Range) and Job Group in which the Member's vacated position was at the time of layoff or in the next immediately lower Grade (Range), provided the Member is qualified. Such qualifications shall be based solely upon the Member's work record (as reflected in the Member's personnel file) and ability to satisfy the requirements of the position. Members on recall are subject to the provisions of Article 7.1.D.7 above. Whenever the District determines that a vacancy exists, laid off Members will be recalled by seniority according to their Job Class, salary range, hours and days.
- C. A Member who is laid off or suffers a reduction in hours while still on the recall list will be allowed to maintain their recall rights to the previous number of days, hours and salary range with a new twenty-seven (27) month recall period beginning. At the same time, they will be placed on the recall list for the hours, days and salary range for the position they are currently being laid off from.

D. Laid Off Member Obligation

At the time of layoff, the Member may indicate in writing a desire to be placed on the recall list and return to the District and should provide the District with an address to which notices will be sent. It shall be the responsibility of the Member to keep the District informed of any change of address.

E. Recall Procedures

The District shall notify laid off Members, who have complied with Article 7.3.D above, of a recall by certified mail, return receipt requested, sent to their last address of record as maintained in the District Human Resource Services Department.

Whenever the District determines that a vacancy exists, laid off Members will be recalled by seniority according to their job class, salary range, hours and days. The District will offer recall to a Member when a position is available at ninety-five percent (95%) of the Member's former salary. The Member will have one (1) opportunity to decline a recall offer at the lower percentage without being removed from the recall list.

1. Notified Members shall have no more than seven (7) business days from the receipt of the offer of recall in which to notify the District Human Resources Department of their acceptance or rejection of the offer of recall.
2. If the recalled Member fails to notify the District Human Resource Services Department of their acceptance or rejection of the offer of recall within the seven (7) business day limit, or if they refuse to accept the second position offered, they shall be considered for all purposes to have terminated their rights and be deemed to have resigned in good standing.
3. A laid off Member who accepts an offer of recall shall have fourteen (14) business days in which to begin active employment with the District.

7.4 Layoff Status Benefits

Members on layoff during the twenty-seven (27) month layoff period shall retain accrued seniority, but shall not accrue seniority. The District shall continue to pay the District's contribution up to the member's current benefit elections, through COBRA, for a period of three (3) months following the effective date of Member's layoff. The District is not obligated to provide this contribution under the following circumstances:

- A. New Employment Benefits: If a Member acquires employment offering insurance benefits the Member shall notify the District in writing within seven (7) business days of becoming eligible for health insurance coverage through the new employer; the District's obligation to provide such benefits shall stop upon receiving this notification.
- B. If a Member's duties of employment have been assumed or acquired by another public employer, in accordance with ORS 236.605 to 236.640, whether or not an agreement, annexation or consolidation with the District is involved. Following the three (3) month period of District insurance contributions health insurance benefit for a Member on layoff may be retained through COBRA at the Member's sole expense.

7.5 Nothing in this Article shall be considered as relating to discharge or dismissal of a Member. All rights of a Member relating to discharge or dismissal are provided for in Article 9, Discipline and Dismissal.

7.6 Layoffs Due to Temporary Program Closures

The District may determine the need for a temporary program closure (total or partial) in response to loss of sufficient funding, other revenue losses, or a client's reduction in District services.

- A. Article 16, Compensation, Section 16.14 shall apply to a temporary program closure, except that the provisions of Article 7, Layoff and Recall, shall apply only to a temporary program closure scheduled for more than fifteen (15) consecutive working days.
- B. The seniority status of a Member and the eligibility of a Member for the District's contribution toward insurance premiums shall not be affected by a temporary program closure layoff.
- C. The District shall notify the Union at least thirty (30) calendar days, if possible, before the scheduled date of a temporary program closure. Upon request, the District will meet and confer with the Union regarding the need for the temporary program closure and receive any recommendations from the Union.
- D. The District understands that a Member may be eligible for unemployment compensation benefits during a temporary program closure layoff and therefore the District will not object to a Member's receipt of benefits for which the Member is eligible under State law.

7.7 Seniority Recall Lists

The District shall provide the Union with a current seniority list at any time the Union and Member(s) are given notice of layoff. The District shall provide the Union President and Representative with a current recall list whenever a change to the list occurs.

ARTICLE 8 – INTRA-AGENCY MOVEMENT

8.1 Transfers

- A. If a member wishes to transfer out of their current position into a like position with equal annual hours, they must submit their transfer request in writing to the Human Resources Department and will be placed on a transfer list.
- B. Human Resources shall maintain the Transfer List.
- C. Being placed on the Transfer List does not guarantee a member will be transferred.

8.2 Vacancies

- A. Vacancy shall refer to a position in the bargaining unit which has been declared open by the district. In the event a vacancy exists the Agency shall fill the vacancy based on the seniority of members on the transfer list. Employees must be qualified and able to perform the work, as determined by the hiring supervisor.
- B. In the event a member is not granted the position, at the request of the member, the hiring supervisor shall provide justification for their non-hire in writing to the member. If this is unsatisfactory to the member, the member may appeal to Human Resources who will review the decision and make a final determination.
- C. If the agency is unable to fill the vacancy with a qualified candidate from the transfer list, the Agency shall fill the vacancy by posting the position internally for at least three (3) business days. If still unable to fill the position with a qualified internal candidate, the Agency shall open the recruitment process to external candidates.
- D. Members on the transfer list are not required to apply for a vacant position. All other members are required to apply for vacancies unless reassigned by the Agency.
- E. All Members who meet the position qualifications or have relevant experience as determined by the hiring supervisor shall be provided an interview.
- F. In the event a member is not granted an interview, the hiring supervisor shall provide justification in writing to the member, upon request of the member. If the justification is unsatisfactory to the member, the member may appeal to Human Resources who will review the decision and make a final determination.
- G. A member disciplined in the current school year or past three (3) months, whichever is greater, is ineligible for the transfer but may appeal to Human Resources to be

placed on the transfer list. Appeals will only be granted by mutual agreement between HR and the Union.

H. The hiring supervisor's decision shall not be capricious or arbitrary.

8.3 Reassignments

- A. For programmatic or staffing requirements, a member may be involuntarily moved from one position with equal annual hours to a like position with equal or greater annual hours. If a position of greater annual hours is offered, the member may decline, without penalty.
- B. Reassignment is not to be used as a replacement for coaching or disciplinary action.
- C. The decision to reassign a member shall not be capricious or arbitrary.
- D. This clause shall not conflict with or supersede Article 8 "Layoff and Recall."
- E. The Department will provide notice to the Human Resources Department, who will notify the Union, when a member is being transferred or reassigned outside a fifty (50) mile radius of the member's current work site.

8.4 Job Swap

- A. If a member wishes to job swap, they may do so with another like position with the equal annual hours. In order to swap a position, both members involved must have filled out the Job Swap Form and mutually agree upon the exchange. The members' respective supervisors must approve and sign the Job Swap form.
- B. The supervisors' decision may not be arbitrary or capricious.
- C. Members may initiate the Job Swap after completing one (1) year with the Agency in their current position.

8.5 Assignments: Returning members assigned to specific work sites, classrooms, programs, or students shall be notified of their assignments in writing, via email or letter via USPS, for the coming year ten (10) business days prior to the beginning of school.

ARTICLE 9 – DISCIPLINE AND DISMISSAL

9.1 Definitions

- A. Just Cause shall refer to the burden of proof or standard that an employer must meet to justify discipline or discharge.
- B. Discipline shall refer to any formal corrective action taken by the employer above the stage of Oral Warning in the progressive disciplinary process.
- C. Progressive Discipline shall refer to a system of discipline that provides a graduated range of responses to employee performance or conduct problems. Disciplinary measures range from mild to severe, depending on the nature and frequency of the problem.

9.2 Constructive dialogue

In the spirit of fostering a culture of acknowledgment, feedback and mutual respect, all feedback will be given in a professional and constructive manner. The District and the Union further acknowledge that feedback that is individualized and evaluative in nature be delivered in private settings

9.3 Discipline

- A. No member shall be disciplined without just cause. Discipline shall not be arbitrary or capricious. Discipline will be administered following the procedures and principles of progressive discipline as outlined in the following pages. Disciplinary action is defined as a written warning and all corrective action up to and including termination. A member may also be placed on temporary leave with pay when there is a good faith basis, on the information available, to remove a member from the worksite pending an investigation. Notwithstanding, a leave with pay which is used to remove a member from the worksite pending an investigation shall not be considered “discipline.”
- B. Upon becoming aware of any infraction, violation, or unsatisfactory performance that may require discipline, the employer has twenty (20) work days to initiate an investigation. After twenty (20) work days, the employer may not initiate an investigation for that specific infraction, violation or unsatisfactory work performance.
- C. Once the investigation is initiated, the Agency shall notify the Union, in writing. The Agency will provide a minimum of twenty-four (24) hours’ notification, but will work

collaboratively with the Union in the event more than twenty-four (24) hours is needed to properly schedule an investigatory meeting.

- D. Investigations will be conducted in an efficient and timely manner. If an investigation is open for more than sixty (60) business days, the Agency will provide a status update to the Union indicating the likely time needed to conclude the investigation. Updates will be provided every thirty (30) days thereafter.
- E. Progressive Discipline: The following are guidelines to help progressively manage performance and/or conduct. In most cases, the steps should be followed as listed, but steps may be skipped due to extreme or egregious behavior. Steps may also be repeated at any stage. Repeating a step is a signal that the behavior or performance needs addressing but corrective action is anticipated without escalating to the next step.

Preliminary step: Coaching/Counseling

Coaching and counseling is a formal conversation between the supervisor and the employee identifying gaps in performance and/or behavior. When conducting a coaching/counseling session, the supervisor will indicate to the employee that this is a formal coaching conversation. This should not be considered a form of discipline.

Step 1: Oral Warning

An oral warning is a verbal indication from the supervisor to the employee that their performance does not meet expectations or behavior is in violation of or not aligned to MESD policy. An oral warning is captured in writing for documentation purposes only and is provided to the member when the oral warning is issued. The documentation however, is not included in the employee's official personnel file.

Step 2: Written Warning

A written warning is a written document used to capture escalated or repeated performance issues or behaviors that were not corrected in previous steps or are severe enough to bypass the coaching and oral warning steps.

Step 3: Written Reprimand

A written reprimand is a written document that captures continued performance issues or behaviors that were previously addressed, or is severe enough that bypassing the previous steps is justified.

Step 4: Suspension Without Pay

A suspension without pay should be used in circumstances where performance or conduct has continually not met expectations or is so severe

the bypassing of steps is justified. A suspension without pay should be no more than five (5) business days. A suspension shall be used in rare circumstances.

Step 5: Termination

Termination will be recommended when an employee has failed to correct their behavior after previous attempts in the progressive disciplinary process have failed to achieve acceptable results in performance or conduct. Termination may also be used when conduct or performance is egregious and bypassing steps is justified.

9.4 Dismissal

The District may summarily dismiss a Member without notice who has been convicted of a crime referred to in ORS 342.143 or when the Member created or is creating a hazardous condition.

ARTICLE 10 – PERSONNEL FILE

10.1 Right to View Own Personnel Files

- A. Each member shall have the right, upon request, to review the contents of the member's own personnel file exclusive of materials received prior to the date of employment by this District. A representative of the Union may also have access to the personnel file if the member provides the District permission, in writing, to view the file.
- B. Per ORS 652.750, an employer shall provide the employee or their designee/representative the personnel file within forty-five (45) days after receipt of an employee's request. However, if the request for the personnel file is necessary to determine if a possible grievance exists, the employer shall provide the personnel file to the employee or their designee/representative within ten (10) business days after receipt of an employee's request.
- C. Upon written request, the District shall provide a member with photocopies of any documents which have been placed in the personnel file subsequent to employment by the District. Up to ten (10) pages of copies shall be provided free of charge. The Human Resources department may request that a member specify which portions of the personnel file are to be copied. The District may charge for additional copies at the rate of ten cents (\$0.10)/page.
- D. Employee personnel records shall be considered confidential by Board Policy and as permitted by law. Access to these records shall be limited to employees authorized by the District, the employee or the employee's designee. The District will take the necessary steps to ensure the physical and electronic privacy of all personnel records.
- E. The District will inform a member when materials are being added to the member's personnel file. A copy of the materials will be given to the member at that time. A member has the right to submit a written response to anything in their personnel file for inclusion in the file.
- F. A member may request that a disciplinary document over two years old be removed from their personnel file. The District will consider such requests and if the Superintendent, or their designee, agrees, such document shall be removed.

10.2 Exit Interviews

- A. Members terminating employment with the District will be offered an exit interview by the Human Resources department. Additionally, Human Resources will honor all requests made by members for an exit interview.

ARTICLE 11 – NONDISCRIMINATION

MESD prohibits discrimination and harassment on any basis protected by law, including but not limited to; individual's perceived or actual race, color, religion, sex, gender identify or portrayal, national or ethnic origin, sexual orientation, mental or physical disability or perceived disability, pregnancy, familial status, economic status, military and veterans' status, status as a domestic violence victim, parental or marital status, or age.

ARTICLE 12 – LEAVE OF ABSENCE WITH PAY

- 12.1 A Member may, upon application in writing and upon approval of the Superintendent of the District or designee, obtain temporary non-accumulative leave of absence under provisions of this Article and as provided by Oregon law. Provisions of this Article shall apply from each July 1 to June 30.

A. Military Leave

A regularly employed Member who is a member of the National Guard or of any reserve component of the United States shall be granted a leave of absence from their duties for a period not exceeding fifteen (15) calendar days in any one (1) calendar year without the loss of time, pay or regular leave, and without impairment of merit rating or other rights or benefits to which they are entitled. Notwithstanding this provision, the Member is required to have been employed by the District for a period of six (6) months preceding their application for such military leave; otherwise, such leave shall be without pay.

1. Such leave shall be granted only when the Member has received bona fide orders to active or training duty for a temporary period.
2. The leave shall not be paid if the Member does not return to their position as soon as practicable, not to exceed five (5) calendar days following the expiration of the period for which they were ordered to duty.
3. The Member shall notify the immediate supervisor at least ten (10) calendar days prior to the commencement of active military service.

B. Jury Duty

Any Member may be granted a leave of absence with pay for service upon a jury, provided that the salary paid to such Member for the period of absence shall be reduced by the amount paid as compensation for jury service. Probationary Members who apply for such jury duty leave will have such provided on an unpaid basis, except at the discretion of the Superintendent, or designee. Time spent on jury duty leave shall not extend the probationary period

C. Court Appearances

Members who appear before a court, legislative committee or other judicial or quasi-judicial body as a witness in response to a valid subpoena or other enforceable direction by proper authority shall be granted leave for such appearance, provided that the salary paid to such Member shall be reduced by an

amount equal to that received by such Member as witness fees. This provision shall not apply in a situation where the Union or the Member is a complainant in a case against the District.

D. Personal Time Off (PTO)

Each member will be allocated seven (7) PTO days per fiscal year of this Agreement. Notice to the immediate supervisor for employee to take PTO shall be given as early as possible. Leave shall be used in increments of not less than one-half (1/2) day. Supervisors have the authority to grant exceptions to the half-day rule, on an hourly basis, when the supervisor determines that there is minimal impact on the program. If an active Member does not use all allocated PTO by June 30th, the Member shall receive a cash payout for up to three (3) unused PTO days. Unused PTO in excess of three (3) unused days, shall be forfeited.

Notice to immediate supervisor for PTO (except in cases of emergencies or other unavoidable circumstances) shall be given as early as possible, with the actual time between notice and the beginning of the day or days of leave being at least seven (7) calendar days. PTO will not be approved to extend regular vacation or holiday periods, unless approved by immediate supervisor. Decisions to approve or deny requested PTO shall be made by the immediate supervisor within seven (7) calendar days of the Member's request.

E. Leave Proration

A Member who is in employment at the beginning of the employment year (the scheduled work year or fiscal year) for their position shall be eligible for the total number of days specified for each leave.

A Member hired after the beginning of the employment year shall be eligible for paid leaves according to the following formula to determine the proration of the number of days:

$$(\text{\# of Actual Work Days} / \text{\# of Default Work Days}) \times \text{\# of Default Eligible Leave Days} = \text{Number of Prorated Eligible Days}$$

Ex: $(160 \text{ Actual Work Days} / 190 \text{ Default Work Days}) \times 7 \text{ PTO days} = 5.89 \text{ PTO days}$

F. Professional Leave

Leave to attend job-related workshops or seminars may be granted by the District, at its discretion. Requests for such leave must be submitted well enough in advance to allow for administrative review.

G. Union Leave

1. Upon written request from the Union, Members shall be given short-term leaves of absence to transact business for the Union. Such leaves shall be limited to a maximum of twenty-five (25) workdays for the entire bargaining unit in a contract year. Requests for Union Leave must be submitted to the Superintendent, or designee for approval. The Superintendent, or designees, may deny requests for Union Leave for good and sufficient reasons.
2. Members granted such leave shall be maintained on the District payroll with full accrual of wages, benefits, and seniority and the Union shall reimburse the Agency for all costs associated with these leaves at the rate of one hundred thirty-five percent (135%) of the Member's normal hourly wage and associated payroll costs.

H. Immigration and Citizenship Leave

An employee who has exhausted all Personal Time Off (PTO) leave may use up to ten (10) hours of District accrued paid sick leave per fiscal year to address immigration or citizenship matters for themselves or members of their family. This includes, but is not limited to, attending meetings with immigration and/or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, or other events bearing on the subject individuals legal resident, immigration, or citizenship status.

An employee who has used ten (10) hours of sick leave under Section H and has exhausted all other vacation, Compensatory Time, and their Floating Holiday, but who needs additional leave for the purposes described in Section H to address immigration and citizenship matters, shall be granted unpaid leave of absence under Article 13.2.H.

ARTICLE 13 – LEAVE OF ABSENCE WITHOUT PAY

- 13.1 A regular Member, upon application in writing and upon approval of the Superintendent or designee, may obtain a leave of absence without pay for a period not to exceed one (1) year except as provided in ORS 236.040, ORS 408.240 and ORS 652.250. Such unpaid leave may be extended by mutual agreement by the District and the Member.

A. Prior Application

All applications must include the effective date of the leave and the date on which the leave will terminate. Applications shall be submitted to the Superintendent, or designee, where possible no later than ninety (90) days prior to the date the leave is to become effective.

B. Benefit Accrual on Leave

Seniority, sick leave and vacation time shall not accrue during any leave without pay.

C. Reinstatement Prior to Expiration

A Member may request to return to service at any time prior to the expiration of leave. Such requests shall be subject to the approval of the Superintendent or designee.

- D. A Member on leave who intends to return to work at the start of the next school year, shall notify the Human Resource Department in writing by March 1, stating their desire to return. Failure to give such notice shall be deemed a resignation. Members will be reminded, in writing, of this March 1 timeline. The reminder will be sent via email first. If the member does not respond or acknowledge receipt within forty-eight (48) hours, a certified letter shall be sent to the last known address of the member.

13.2 Types of Unpaid Leaves

A. Military Leave Without Pay

Any Member shall be entitled to military leave of absence without pay for service with the Armed Services of the United States, either through enlistment or selective service induction and shall be returned to their position and at the salary rate prevailing for such position on the date of the resumption of duty without loss of seniority or other employment rights.

Such Members shall apply for return to service with the District within ninety (90) days following honorable discharge and shall report for duty in accordance with Subsection 2 of ORS 408.240 and as directed by the Board of the District, and shall be reinstated in accordance with ORS 408.270. In the absence of such application or request for extension of leave, such leave shall be deemed cancelled and may constitute grounds for dismissal.

B. Election or Appointment to Legislature

When a Member is elected to the legislature, and is required to attend regular biennial sessions or special sessions, they may be granted leave without pay. Such leave may include attendance at special meetings associated with the legislative office between sessions.

C. Religious Convictions

When a Member's religious convictions require leaving during the normal working hours of the Member, leave may be granted.

D. Unusual Conditions

When a Member requires leave because of unusual conditions over which the Member has no control, leave may be granted.

E. Parental Leave

Any Member may request parental leave without pay for a period not to exceed one (1) year. Application for parental leave must include expected date of delivery and the expected duration of the leave.

1. Sick leave, vacation time and other Member benefits shall not accrue during the period of the leave.
2. Experience or seniority rights shall not accrue during the period of leave.

F. Educational Leave

After completing one (1) year of service, a Member, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school, when in the District's opinion it is related to their employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the Member, when necessary.

A Member may also be granted a leave of absence without pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the District.

G. Personal Reasons

A regular Member may request shorter duration unpaid leaves for personal reasons. Such leave may be granted at the discretion of the District.

H. Building Closures

Annually, the Agency posts building closure dates online. Full year employees may work or request to use any eligible floating holiday, paid time off, accrued comp time or vacation to cover closure days. Unpaid leave may only be used once all paid leaves have been exhausted. Full year employees may be required to work on some/all of these days if the program requires such work.

ARTICLE 14 – HOLIDAY AND VACATION SCHEDULE

14.1 Holiday Schedule

A. Members working two hundred sixty/two hundred sixty-one (260/261) days:

1. The following days shall be recognized as paid holidays: New Year's Day, Martin Luther King Jr. Holiday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.
2. In addition to the holidays, in A.1, above, Members shall receive one (1) floating holiday, effective for each year of this three-year (3) agreement. The Member shall schedule the taking of the floating holiday with the Member's supervisor's approval for work requirement considerations.

B. Members working fewer than two hundred sixty/two hundred sixty-one (260/261) days:

Members scheduled to work one hundred sixty (160) or fewer days shall be compensated for five (5) holidays.

Members scheduled to work one hundred sixty-one (161) days to one hundred ninety (190) shall be compensated for six (6) holidays.

Members scheduled to work one hundred ninety-one (191) to two hundred fifteen (215) days shall be compensated for seven (7) holidays.

Members scheduled to work more than two hundred fifteen (215) days shall be compensated for nine (9) holidays

C. Holidays on Schedule

Notwithstanding A and B, a Member in order to receive holiday pay shall have the particular holiday included in their work schedule. Members who work during Summer School Session shall receive the paid holidays set forth in A and B if the holidays fall within the member's set summer work schedule on a day of the week which the member would normally work.

D. Weekend Holidays

Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

14.2 Vacation Schedule

- A. All Members working a two hundred sixty/two hundred sixty-one (260/261) days shall accrue vacation eligibility according to the following schedule:

1st Year Accrual Rate	10 days (.8333 day/mo.)
2nd Year Accrual Rate	15 days (1.25 days/mo.)
3rd Year Accrual Rate	15 days (1.25 days/mo.)
4th & 5th Yrs. Accrual Rate	15 days (1.25 days/mo.)
6th & Subsequent Years	20 days (1.667 days/mo.)

The use of the term "day" above shall be the same as Article 2.3.A

At the time a fewer than two hundred sixty/two hundred sixty-one (260/261) Day Employee becomes a two hundred sixty/two hundred sixty-one (260/261) Day Employee, the Employee shall accrue vacation eligibility under 14.2, A, above, as follows:

1. An Employee, who has worked a minimum of one hundred ninety (190) days per year for five to eight (5-8) years, will be treated as though in the fourth (4th) full year, and begin to accrue vacation eligibility at the fourth (4th) Year Accrual Rate.
 2. An Employee, who has worked a minimum of one hundred ninety (190) days per year for nine to twelve (9-12) years, will be treated as though in the fifth (5th) full year, and begin to accrue vacation eligibility at the fifth (5th) Year Accrual Rate.
 3. An Employee, who has worked a minimum of one hundred ninety (190) days per year for thirteen (13) or more years, will be treated as though in at least the sixth (6th) full year, and begin to accrue vacation eligibility at the sixth (6th) and Subsequent Years Rate.
- B. All vacation requests shall be in writing and submitted in advance of the day desired for approval by the immediate supervisor.
- C. Vacation days shall accrue during the year and shall be used by the Employee in the following year. Vacation days may be used in the year in which the credit was earned subject to the immediate supervisor's approval. Employees shall not be eligible to request vacation days when such days are not yet earned.
- D. Vacation days not used by the end of the Employee's anniversary year in which they were to be used shall not accumulate and shall be forfeited.

- E. In the event two (2) Employees in the same department or section request vacation days during the same time period thereby creating conflict of schedules, the most senior Employee will have preference in scheduling vacation where this would not conflict with the needs of the District.
- F. Any full-year Member who is reduced from a two hundred sixty/two hundred sixty-one (260/261) day schedule to a fewer than two hundred sixty/two hundred sixty-one (260/261) day schedule shall be provided prorated vacation time for the one year following their reduction to fewer than two hundred sixty/two hundred sixty-one (260/261) days.
- G. Eligible members shall accrue vacation time during the Summer School Session if the additional days result in a cumulative work year of two hundred sixty/two hundred sixty-one (260/261) days.

ARTICLE 15 – SICK LEAVE

15.1 Sick leave with pay shall be available to the Member when the Member is incapacitated from working by illness, injury, or any reason covered by Family Medical Leave Act, ORS 659A.159 (Oregon Family Leave act), ORS 659A.093 (Oregon Military Family Leave act), ORS 332.507 (Sick Leave for School Employees or ORS 659.A272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking).

A. MESD acknowledges that the definition of family as defined in the aforementioned statutes may be limited and not cover the families of some members. Therefore, members may request use of sick leave, in writing, to the Director of Human Resources, to care for any individual related by blood or affinity whose close association to the Member is the equivalent of a family relationship. If at any time during the life of this contract, this provision is found to be illegal, both parties agree to open this article only to renegotiate its terms.

15.2 Accrual

A. As provided by Oregon law, sick leave shall accrue to all Members at the rate of ten (10) normal workdays per full work year or one normal workday per month worked, whichever is greater. The District shall provide one-half (1/2) of the Member's projected annual sick leave accrual on the Member's first day of employee's calendar year. The remaining sick leave will be accrued monthly as stated above, beginning in the second month of employee's calendar year and until the member has reached maximum allotment. However, if a Member requires sick leave that they have not yet accrued, and they have medical proof, a member may request, in writing, to the Director of Human Resources, that up to the remaining balance of un-accrued sick leave be allotted to cover the necessary sick leave. Additional Sick Leave shall not exceed the projected annual sick leave accrual of the Member.

For example, a Member who works six (6) hours during their normal workday shall be credited with six (6) hours of sick leave monthly.

- B. In no case shall the accrual rate exceed a maximum of eight (8) hours per month.
- C. One day of leave will accrue to Members who have served the District for a minimum of one-half (1/2) the total workdays of any calendar month.
- D. If a Member terminates employment with the District during the Member's work year and has utilized more sick leave than accrued to the Member, the value of

the used but un-accrued sick leave shall be deducted from the Member's final salary.

15.3 Termination Option

Those unused sick leave days in the case of death of a Member are used in the computation of the retirement days in accordance with Public Employees Retirement System (PERS) policy. Such resulting benefits will be granted to the heirs. It is also understood that unused sick leave of a Member will be used in computation of retirement as per Public Employees Retirement System regulations. This section is at all times governed by state law(s) and PERS/OPSRP rules and does not establish any benefit independent of PERS/OPSRP.

15.4 When a substitute is required, sick leave must be used in at least four-hour increments. If no substitute is required, sick leave may be used in one-hour increments.

15.5 Sick Leave Bank

- A. The purpose of the sick leave bank shall be to extend to those Members additional sick leave days should an illness or injury cause a Member to exhaust the Member's accumulated sick leave days.
- B. Human Resources shall provide all new employees with the policy on sick leave bank.
- C. Within fifteen (15) business days following the execution of this Agreement, during annual open enrollment, each Member of the bargaining unit may contribute between one (1) and up to twelve (12) of the Member's accumulated sick leave days to a common bank. Newly hired Members of the bargaining unit may contribute to the sick leave bank within fifteen (15) business days after the first day of actual service with the District. Such contributions are irrevocable. Only Members of the bargaining unit who have contributed days to the bank may apply for days from the bank. The value of the day donated will be equal to the FTE of the employee donating the day both upon contribution and upon withdrawal pursuant to this Article. Should the sick leave bank become exhausted, additional days will not be added until the new annual window period.
- D. All days left in the bank at the end of the year shall be carried over to the next year.
- E. Upon depleting personal sick leave and after obtaining a statement from a Healthcare Provider (as defined in The Family and Medical Leave Act, Title 29 CFR 825.125) certifying an illness or injury rendering a Member unable to perform duties listed on a Member's job description, a Member may request days from the bank. The request will be granted if:

1. The District records show that the Member has exhausted the Member's accumulated sick leave;
2. The Member is a contributing Member to the sick leave bank; and
3. The Member has experienced an illness or disability that has prevented the Member from performing the Member's job requirements and has certified, in writing, the illness or disability.
4. The need for sick leave is due to a medical emergency which is a personal illness, or FMLA/OFLA eligible situation as documented by a Healthcare Provider; or
5. The Member is unable to work due to a health related evacuation or public emergency which results in displacement from their home.

The District will notify the Member and the union of a granted or denied request. Notwithstanding, sick leave bank Members will not be eligible to withdraw from the bank if the Member is then receiving Workers' Compensation or has a claim pending for time loss benefits or if the Member is receiving long-term disability payments or if the Member is applying for a maternity or parental leave that is not necessitated by a debilitating illness as certified by the doctor's written statement.

- F. A Member who meets the requirements described in E., above, and who used less than the maximum of twenty-five (25) days while absent due to such illness or disability may request additional days from the bank up to the number of days of the maximum of twenty-five (25) days not used in connection with such absence. The District will grant the request if the days are used to receive health care for the illness or disability which caused such absence.
- G. Requests for withdrawals from the sick leave bank shall be directed to the Director of Human Resources, with the necessary documentation attached thereto. The resulting days, including the first ten (10) days of the illness or injury, will be charged to the bank until the Member returns to work or has used a maximum of twenty-five (25) days from the bank.
- H. The District will keep accurate records of sick leave accumulated by the bank and of sick leave used by Members of the bank. The District will notify the union on an annual basis of the accumulated days and the number of days charged to the bank for that last year.

- I. If the accumulated days in the sick leave bank exceed five thousand (5,000) hours by August 15 of any year, donating Members from that previous year who did not access the sick leave bank will not be required to donate to the sick leave bank the next year for the purposes of accessing sick leave from the bank.

ARTICLE 16 – COMPENSATION

16.1 Hourly Wage Schedules

- A. All Members shall receive compensation based upon their placement on the attached hourly wage schedules at Appendix A for the corresponding school year. The initial salary placement of each member shall be based on their education and/or experience in previous positions that are the same, or similar to their hired position at MESD.
- B. Members whose designation as FLSA non-exempt is changed to exempt status will advance two (2) levels in pay range, retaining the current step in their current pay range; this will not affect their current schedule for step increases. Exempt employees are not eligible for overtime, compensatory time off, call time, seventh day or shift differential pay.
- C. Exempt employees are expected to fulfill the duties of their position regardless of the number of hours worked. Full-time exempt employees are typically expected to be available during the Agency's standard business hours but have a flexible work schedule recognizing that telecommuting during the Agency's non-business hours is an essential element of their job duties. The number of hours worked each week may vary to meet the responsibilities assigned to the position.
- D. Exempt employees have the flexibility to work more or less than forty (40) hours per week, with an emphasis on results and meeting business needs. They are expected to communicate proactively with their supervisors regarding any variances in their schedule.
- E. Increment
 - 1. Employees (not applicable to Educational Assistants)
 - 1. A two hundred sixty/two hundred sixty-one (260/261) day Employee shall receive a step increase on their anniversary month.
 - 2. A two hundred sixty/two hundred sixty-one (260/261) day probationary Employee shall receive an increment upon successful completion of the six-month probationary period.
 - 3. A less than two hundred sixty/two hundred sixty-one (260/261) day Employee shall receive a step increase upon return for the new school year, provided they began work on or before January 15 in the preceding school year.

2. Educational Assistants

1. An Educational Assistant shall receive a step increase upon return for the new school year, provided they began work on or before January 15 in the preceding school year.
3. In order to be eligible for a salary increment under Article 16.1.a., a Member must work eighty-five percent (85%) of the available workdays (i.e., available on and after the date of the Member's first workday) as set out on the work calendar established for that position or the number of workdays on the work calendar for that position on and after January 15, whichever is greater. For the purposes of this section, paid leaves will count as days worked.

F. Anniversary Month

1. A two hundred sixty/two hundred sixty-one (260/261) day Employee shall have as their anniversary month the date of the successful completion of probation.
2. Further, the anniversary month for a two hundred sixty/two hundred sixty- one (260/261) day Employee above, shall be determined in the following manner:
 - a. An Employee employed on or before, or whose job designation has changed on or before, the fifteenth (15th) of the month shall receive time credit for the entire month. An Employee employed after the fifteenth (15th) shall receive no time credit for the portion of the month employed.

16.2 Overtime (This section does not apply to exempt employees)

A. Authorization

1. All overtime hours worked shall be authorized in advance by the District.

B. Rate of Pay

1. When computing overtime, all paid leaves shall be considered as time worked. Time and one- half the Member's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under the following conditions, but compensation shall not be paid twice for the same hours:
2. Daily - all work performed in excess of eight (8) hours in any workday except as provided in a regularly scheduled workweek in which a Member works more than eight (8) hours on some workday(s) but not more than forty (40) hours in a week. The workday shall consist of consecutive hours.

3. Weekly - all work performed in excess of forty (40) hours in any normal workweek. The normal workweek, unless otherwise stipulated by the District shall begin at 12:01a.m. Monday and end midnight Sunday.

16.3 Compensatory Time Off (This section does not apply to exempt employees)

- A. If compensatory time off is used as the method of paying Members for overtime work, the compensatory time off shall be equivalent to the overtime rate of pay.

16.4 Seventh Day (This section does not apply to exempt employees)

- A. It is understood by the parties that overtime on the Member's seventh (7th) day will be paid at time and one-half. However, Members ordinarily will not be required to work on the seventh (7th) day overtime except in the cases of emergencies.

16.5 Call Time and Extra Hours (This section does not apply to exempt employees)

- A. Any Member called in to work outside of their regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half. Call time is not applicable to changes in the hours due to a change in the shift provided reasonable notice has been given.
- B. Any Member working Extra Hours outside of their regularly scheduled shift notwithstanding Article 16.2 Overtime, may be allowed to adjust their daily schedule and/or shall be provided the opportunity to use the additional time worked during that same pay period at the approval of their supervisor. Any earned time that is not able to be used, must be reflected on the timecard as Extra Hours in the pay period in which it was earned and will be subject to 16.2 or 16.3 of this article.

16.6 Shift Differentials (This section does not apply to exempt employees)

- A. In addition to the established wage rates, the District shall pay an hourly premium of a minimum of sixty cents (\$.60) to Members for all hours worked on shifts whose hours are mainly between 4:00 p.m. and 12:00 a.m. Members working any hours on shifts whose hours are mainly between 12:00 a.m. and 8:00 a.m. shall be paid an hourly premium of a minimum of seventy cents (\$.70) for each hour worked. However, the hourly premium rate shall be identical for all Members with the same job description who work the same shift.
- B. Members working any hours on shifts occurring on a Saturday or Sunday shall be paid an hourly premium of seventy cents (\$.70) for each hour worked.

- C. For purposes of computing overtime where shift differential is involved, the Member shall be paid for each overtime hour in the following manner:

- 1. $(\text{Regular Pay} + \text{Shift Differential}) \times \text{Overtime Rate}$

16.7 Holiday Pay

- A. If a Member works on one of the paid holidays as per this Agreement, the Member will receive the holiday pay (Article 14.1) plus overtime pay for all hours worked (up to eight (8) hours) on the holiday. Overtime during a holiday shall be computed at time and one-half of the holiday rate of work over eight (8) hours.
- B. Exempt employees will receive compensation for time worked on a contractual recognized holiday in the following manner:
- C. If the employee does not perform any duties, they will receive the regular holiday pay.
- D. If the employee performs work for a partial day on a holiday they will receive the regular holiday pay and in addition will receive additional time equal to .5 of the time worked. For instance, an employee who performs duties for four (4) hours on a holiday will receive two (2) hours of time in addition to their regular eight (8) hours of holiday pay. Additional time earned for working on a holiday will be taken as close to the holiday as possible, but it must be granted within the pay period the holiday falls in.

16.8 Lead Differential

- A. Employees who are assigned to direct or serve as a crew leader will be paid an hourly premium of five percent (5%) of their normal hourly wage rate for all hours worked in that capacity. "Crew Leader" is defined as an employee assigned by their supervisor or by those given indirect supervision to regularly provide daily guidance, prioritize requests and schedule workload for other staff members. A crew leader has no supervisory or evaluation authority.

16.9 Bilingual Differential

- A. All positions that identify Bilingual skills as an essential function will be placed one Range higher than the position that does not require bilingual abilities in that classification. This will be reflected and identified on the Job Description as an essential function for bilingual positions.
- B. If a member is required to use their bilingual skills, but this is not reflected in their Job Description, the Job Description shall be reassessed for a bilingual position.

16.10 Nursing Delegation Differential

Trained Members that are delegated a student specific nursing procedure, that is not included in the Job Description for their existing position, will be paid a five percent (5%) differential for the duration of the time during which the procedure is delegated.

16.11 Higher Classification Assignment

- A. Whenever a Member performs work for more than seven (7) days total in a pay period in a classification above that in which the Member is normally classified, the Member shall be paid for such work at the rate assigned to the higher classified work in the appropriate step. The appropriate step is here construed to mean an amount not less than the Member's regular classification plus one (1) step. Ideally, the determination of higher classification assignment will be declared in advance by the supervisor and member.
- B. All working out of class requests will be limited to a sixty (60) day look back period.

16.12 Meal Breaks

- A. Full-Time Employees shall be entitled to an uninterrupted, unpaid meal break of not less than thirty (30) minutes nor more than sixty (60) minutes to be scheduled at approximately the middle of their scheduled workday and be consistent with the work requirements.
- B. Part-Time Employees who work six (6) or more hours shall also be entitled to the same meal break benefits.

16.13 Rest Breaks

- A. All Members shall be entitled to a paid fifteen (15) minute rest break for every segment of four (4) hours or major part thereof worked in one (1) work period. This rest break will be scheduled by the supervisor for approximately the middle of the work period.

16.14 Reduction in Hours

- A. Nothing in this Agreement shall be considered as a guarantee of any number of hours of work per day or per week. A reduction in hours in all positions in the same classification, when the hours of those positions are reduced equally, or a reduction of time of one (1) hour or less in one or more positions shall not be considered a Layoff and Article 7, Layoff and Recall, shall not apply. In the event that a reduction in hours is not equally made to all of the positions in the same classification and which

is in excess of one (1) hour, such reduction shall be considered a Layoff, and the provisions of Article 7, Layoff and Recall, shall apply, except such reduction shall not be considered a layoff and such provisions shall not apply to a temporary program closure scheduled for fifteen (15) or less consecutive working days.

16.15 Transportation Expenses

- A. The District agrees to provide reimbursement for transportation expenses for Members whose work requires travel about the District. The base rate shall be set at the I.R.S. rate known at the time of payment.
- B. For members who regularly travel to work via public transportation, the District, upon request, shall provide a Tri-Met Hop pass to all members for August through July each year.

16.16 Fingerprinting

- A. The District shall pay all costs related to required fingerprinting and criminal records checks for a currently employed Member.
- B. All newly hired Members will be charged for any required processing of fingerprints and criminal history reports, at the costs charged by the State. Newly hired Members will be given the option to pay such charges by way of payroll deductions.

16.17 Payday

- A. The payday for Members will be the District's last working day of each month.

16.18 Payroll Errors

- A. An error in a member's pay due to an overpayment to the employee may be recovered from the employee. The member may meet with a District administrator in Human Resources to discuss and verify the error and make arrangements, if applicable, for repayment to the District. The District will not deduct money from a member's paycheck with regard to an overpayment prior to a discussion of repayment in an effort to inform the member of the overpayment. All records pertaining to the overpayment will be made available to the member in a timely manner and shared with the employee prior to the discussion of repayment in an effort to inform the member of the overpayment. The member will return the overpayment in a manner agreed upon by the member and the District.

16.19 Retirement Contribution

- A. The District shall pay a six percent (6%) employee contribution to the defined contribution individual account program of the Oregon Public Service Retirement Plan (OPSRP).

16.20 Choice of Payment Options

- A. Each Member shall select a Choice of Payment Options as follows:

- 1. Option 1: Hours Paid, Hours Worked
- 2. Members shall be paid for actual time worked each month as it is reflected on their timecard.

If a member opts for a health plan with a premium share, the annual costs will be deducted over the member's actual pay periods in order to cover the member throughout the entire year.

- 3. Option 2: Twelve Equal Paychecks
 - 4. Members shall be paid on the basis of twelve (12) equal payments, except all active part year members will receive their July and August payments through three (3) separate transactions (checks/direct deposits) in conjunction with their June 30th payment. The District shall provide written, accessible information to Members by February 1st of each year of this agreement that they may "opt out" of electronic deposit arrangements for July and August.
- B. Newly employed Members must make their Choice of Payment Option at the time they are hired and before the processing of the first payroll after their hire. The default options for all members will be twelve (12) equal paychecks.
 - C. Members shall elect to have their paychecks electronically deposited in one or more designated depositories. Currently employed Members who have their paychecks electronically deposited are not allowed to permanently discontinue this method of payment. (A Member's change in designated depositories may necessitate a brief, temporary return to use of a paper check.)
 - D. Annually, Members shall be given the opportunity to change their Choice of Payment Option between June 1st – 30th for the following year. No changes to Choice of Payment Options are allowed outside of these time periods.
 - E. The District and the Union agree to meet during April each year during the life of this contract to review the administrative and member impact of this provision. The provision shall continue only by mutual agreement of both parties. If mutual

agreement in any year cannot be reached, the parties will reopen this provision with the purpose of renegotiating its terms.

F. Twelve (12) Equal Paychecks Option

1. Members who opt for Equal Paychecks are subject to the following definitions, conditions, provisions and procedures:
 - a. Definitions:
 2. Fiscal Year: The twelve-month (12) period beginning with July 1 and ending with June 30.
 3. Work year: The period of time beginning with the first and ending with the last scheduled workday for an employee within a given fiscal year.
 4. Paycheck Year: The twelve-month (12) period beginning with the first pay date for which the part-year Member is entitled to compensation for a given work year and ending twelve (12) months later, except all active part-year members will receive their July and August payments through three (3) separate transactions (checks/direct deposits) in conjunction with their June 30th payment. The District shall provide written, accessible information to Members by February 1st of each year of this Agreement that they may “opt out” of electronic deposit arrangements for the July and August.
 5. Members making equal paychecks shall be eligible for draws.

16.21 Part-year Member

- A. In the event an employee enters an unpaid status, ie. unpaid leave of absence, the employee may elect to have adjustments for unpaid leave made by spreading the deduction over the remainder of the twelve (12) paychecks for the school year, or have the adjustment be made in one lump sum deduction from their next paycheck. Human Resources will send the option form to the member. If the member does not respond by the next payroll processing date, the default will be a lump sum deduction.
- B. It will be the responsibility of the part-year Member to keep their current address on file in the Business Office. During recess periods, paychecks which have not been picked up by 3:00 p.m. on payday will be mailed to the part-year Member's home. When a mailed paycheck is not received due to an incorrect address, the part-year Member must wait one (1) week from the date of mailing until the erroneously addressed envelope is returned to the Business Office by the Post Office to receive payment. No duplicate checks are issued until one (1) week after the date of mailing,

then a stop payment is issued the cost of which is paid by the employee prior to the issue of a duplicate check.

- C. Except in the case of a part-year Member who is terminating or begins an unpaid leave of absence beyond their scheduled work year, a part-year Member may not arrange for a payoff of the remaining compensation due under the twelve (12) month paycheck plan when they have completed their work year.
- D. A part-year Member whose number of scheduled workdays is increased or decreased by the supervisor during the course of the work year will receive equal monthly paychecks which have been adjusted to reflect the change for the remainder of the paycheck year. However, if the increase in hours occurs for nine (9) days or less per pay period, those hours will be paid on an hourly as earned basis and the equal monthly payment will not be adjusted.

16.22 Changes in Return to Work Dates

- A. When a part-year Member's return to work dates change, the following provisions apply:
- B. When a part-year Member's subsequent work year is scheduled to begin before the part-year Member has received the last or twelfth (12th) paycheck for the previous work year, the part-year Member may elect to
 - 1. Continue to receive the previous year's salary and delay payment of the current fiscal year's salary until the last of the previous twelve (12) payments has been received, or
 - 2. Continue receiving the previous year's salary and begin the current year's equal paycheck and have the District compute the taxes as if two (2) separate checks were issued.
- C. When a part-year Member's subsequent work year is scheduled to begin on or before the 15th of the month the part-year Member will receive a new fiscal paycheck on the District's last working day of that month. If a part-year Member's subsequent work year is scheduled to begin between the 16th and the 30/31st of the month, the part-year Member will receive their first paycheck for that fiscal year on the District's last working day of the following month.

16.23 Hourly Wage Schedules

- A. For 2024-2025, there will be a four and a half percent (4.5%) increase to the salary schedule effective July 1, 2024. Eligible employees will move one (1) experience step.
- B. For 2025-2026, there will be a three and a half percent (3.5%) increase to the salary schedule, effective July 1, 2025. Eligible employees will move one (1) experience step.
- C. For 2026-2027, there will be a three and a half percent (3.5%) increase to the salary schedule, effective July 1, 2026. Eligible employees will move one (1) experience step.
- D. Effective the first pay period following ratification of the contract, the following adjustment shall be made to Appendix B "Position Alignment". Impacted employees will move range but remain on their current step as of June 30, 2021. Employees will retain the same step increase schedule:
 - 1. Behavioral Support Facilitator Lead from 13 to 14
 - 2. Certified Occupational Therapist Assistant to 16
 - 3. Speech Language Pathology Assistant to 16
 - 4. Administrative Assistant III to 11
 - 5. Program Evaluation and Data Specialist to 16
 - 6. Physical Therapy Assistant to 16
 - 7. Campus Gang Prevention /Int Assist Male to 13
 - 8. Campus Safety Monitor - Alternative Education to 13
 - 9. Bilingual Campus Safety Monitor - Alternative Education to 14
 - 10. Licensed Practical Nurses to 16
 - 11. Custodian I to 9
 - 12. Custodian II/Driver to 10
 - 13. Customer Support Analyst to 17
 - 14. Senior Payroll Specialist to 16
- E. Effective July 1, 2025 School Health Assistants will move to Range 10.

16.24 Longevity Payment

- A. Eligible employees will receive longevity payments for their years of employment with the District. Longevity payments will be implemented the first business day of January, April, July and October respectively. The payment shall be calculated as a percent of gross salary, as designated in the salary table (Appendix A).

ARTICLE 17 – INSURANCE

17.1 The District agrees to provide the following insurance to Members for the life of this Agreement.

17.2 Health and Other Benefit Plans

A. Group Health Reimbursement Arrangement (Group HRA)

1. Effective October 1, 2024, the Union and District have designated certain OEGB medical plans as preferred plans. Each year of this agreement, one or more of the plans selected will be paired with a District funded Group HRA. Members and eligible dependents that enroll in the preferred district major medical plan shall also be eligible to participate in a District sponsored group HRA plan.
2. The following preferred plans are subject to change by OEGB and by mutual agreement between the Union and the District.

a. Kaiser Plan 2B

b. Moda Plan 5

3. Group HRA Plan design:

Kaiser Plan 2B

The Group HRA will reimburse one hundred percent (100%) of the Kaiser Plan 2B deductible. Maximum in-network out-of-pocket paid by employees is one thousand five hundred dollars (\$1,500) per person (up to four thousand five hundred dollars (\$4,500) for families of three (3) or more).

- a. Employee Only - \$0/\$1,500
- b. Employee plus Spouse - \$0/\$3,000
- c. Employee plus Child(ren) 2 people - \$0/\$3,000
- d. Employee plus Child(ren) 3 or more people - \$0/\$4,500
- e. Employee plus Family - \$0/\$4,500.

Moda Plan 5

The Group HRA will provide in-network deductibles of four hundred dollars (\$400) per person (up to a total deductible of one thousand two hundred (\$1,200) for families of three or more) for Moda Plan 5. Maximum in-network out-of-pocket paid by employees is two thousand five hundred dollars (\$2,500)

per person (up to seven thousand five hundred dollars (\$7,500) for families of three (3) or more).

- f. Employee Only - \$400 /\$2,500
- g. Employee plus Spouse - \$800 /\$5,000
- h. Employee plus Child(ren) 2 people - \$800/\$5,000
- i. Employee plus Child(ren) 3 or more people - \$1,200/\$7,500
- j. Employee plus Family – One thousand two hundred dollars/seven thousand five hundred dollars (\$1,200/\$7,500).

Reimbursements to HRA participants that incur out-of-network expenses shall be capped based on the in-network reimbursement levels listed above. Group HRA reimbursements are available only for qualifying expenses that are described in the Moda Plan 5 or Kaiser Plan 2A certificate of coverage, and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance and medical copays. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the plan.

Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding-OEBB plan year (currently October 1 through the following September 30). Expenses incurred during the plan year but not documented by the carrier during the plan year and run out period will be dealt with on a case by case basis.

B. Health Savings Accounts (HSA)

1. Effective October 1, 2024, HSA eligible medical plans and District HSA contributions will be offered only to members enrolled in an HSA eligible medical plan with an active HSA account on or before September 30, 2024. Members who are enrolled in an HSA eligible plan, but choose to enroll in an HRA group plan described in Article 17.2.a effective October 1, 2024 or afterwards will not be allowed to switch back to an HSA plan in the future. New members will not be allowed to enroll in an HSA eligible plan.
2. The following HSA eligible medical plans are subject to change by OEBB and by mutual agreement.
 - a. Kaiser Plan 3
 - b. Moda Plan 6

3. District contribution amounts will be deposited monthly into a Health Savings Account (HSA) in the employee's name. The monthly contribution amount will not exceed the maximum federal annual amount in effect at the beginning of the plan year divided by twelve (12).

4. Monthly District-paid cap for HSA eligible plans:

The District will deposit HSA contributions into member HSA accounts. The amount deposited will be equal to fifty percent (50%) of the maximum federal HSA contribution limit in effect at the beginning of the plan year, divided by twelve (12).

2024-25 Monthly HSA Deposits	Employee Only	Employee Plus Spouse/Child(ren)/Family
Annual HSA Contribution Limit	\$4,150	\$8,300
Monthly 50% Deposit	\$172.92	\$345.83

- 17.3 For the purposes of determining the District's health insurance contribution the following method will be used to calculate full time and part-time status and to prorate health insurance contributions for Members:

- A. The District pays the premium for all eligible members who work a minimum of .70 FTE.

The District pro-rates the premium contributions for part-time members who work less than .70 FTE.

Members who work FTE of .50 FTE - .69 FTE will receive a seventy percent (70%) proration of their premiums.

- B. The parties agree that any Member receiving benefits based on the District's benefit proration formula in effect prior to this agreement shall not be subject to a reduction in the District's benefit contribution level.

- 17.4 Any employee enrolled in the HSA health benefits plan as of June 30, 2021 will be allowed to continue with their HSA plan for the duration of their employment with MESD. No bargaining unit member may enroll in the HSA following ratification of this agreement.

- 17.5 The District agrees to pay four hundred dollars (\$400) per month for every employee agreeing to drop the district insurance plan, during open enrollment, explained in

Section 17.2-17.4 above, subject to limitations and conditions required by the insurance carrier.

A. Such employee must provide evidence that they are covered by an alternate insurance plan.

17.6 For the duration of this agreement, the district will hold an annual training session on the HRA health plan that coincides with open enrollment. The district will hold a follow up training within six (6) months of open enrollment. Such training shall be on paid work time for all bargaining unit members. The District will send all members monthly notification of contact information and training availability for HRA resources.

17.7 Dental & Vision Benefits

The District pays premiums for dental and vision coverage as follows:

A. Full-time Members: Fully paid premiums for single, spouse, child(ren) or family coverage.

B. Part-time Members: Fully paid premium for single coverage for less than .70 FTE. Pro-rate premium for spouse, child(ren) or family coverage.

17.8 The District will pay premiums for life (fifty thousand dollars (\$50,000)), AD&D (fifty thousand dollars (\$50,000)) and long-term disability insurance benefits for all eligible Members.

17.9 Notwithstanding the foregoing provisions of this Article, the District and Union may mutually agree to a change in the carrier(s) and/or coverage provided in the insurance provisions of this Agreement.

17.10 The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over potential changes in the carrier.

17.11 The District will pay insurance premiums for the months of August and September for a full-time and part-time Member according to the other provisions of Article 17. The parties intend that the above provisions shall apply regardless of when the Member commences full-time or part-time employment with the District as long as the Member is still employed full-time or part-time during the month of June of the pertinent calendar year and the Member does not voluntarily terminate employment or is discharged according to Article 9 on or before June 30 of the pertinent calendar year.

17.12 Because a temporary employee is not a Member according to Article 2, 2.2, the parties intend that the above provision shall not apply to a person who is employed as a

temporary employee, even though such employee may be temporarily occupying a position which has been occupied by a full-time Member.

- 17.13 Subject to specific provisions of Article 7 Layoff, Section 7.4 Layoff Status Benefits, the District shall continue insurance benefit contributions for three (3) months (in accordance with the terms outlined in Article 7.4) following a Member's layoff.

ARTICLE 18 – PAYROLL DEDUCTIONS AND DUES CHECKOFF

18.1 Dues Checkoff and Timely Deductions

- A. Upon appropriate written request from the Member, the District shall deduct from the salary of said Member and make appropriate remittance for payroll deductions in accordance with the District's payroll guidelines, subject to the software limitations of the District's payroll system. Examples of such payroll deductions may include:

Group Insurance	Tax-Sheltered Annuity Plan
Oregon Growth Savings Plan	US Savings Bonds
Bank or Credit Union	United Way

- B. A file listing new authorizations or changes in authorizations for employee Union dues, fair share fees, and PEOPLE contributions will be submitted by AFSCME to the Employer electronically by close of business on the business day immediately preceding the twentieth (20th) of each month. The Employer agrees that new or changed Union payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period. Monthly, the Agency shall deduct from the wages of employees in the bargaining unit who are members of the Union or who have requested such deductions.
- C. Members' payroll checks shall itemize all sources of pay and payroll deductions, within the software limitations of the District.
- D. The District in providing payroll deductions assumes no responsibility beyond the practice stipulated in Item A of this Article.
- E. The Union and the Members of the bargaining group shall indemnify, defend and hold the District harmless of any action resulting from the District withholding of voluntary or involuntary payroll deductions and the District shall not be liable for any action as a result of withholding.
- F. Members may participate in a Section 125 account (a flexible benefit cafeteria plan) by appropriate payroll deductions. The plan to be offered will include:
1. Medical/dental premiums only by way of pre-taxed payroll deductions
 2. Conversion of Kaiser dependent medical/dental insurance coverage to taxable cash (Only those Members enrolled as of 2009-10 may continue to participate

in the program. If a Member did not re-enroll in the program in 2010-11, the Member is permanently ineligible for re enrollment in the program.)

3. Dependent daycare spending accounts; and
 4. Health care spending accounts.
- G. The amounts the Member contributes toward group insurances selected by the Member will be automatically readjusted if the premium changes and in accordance with the Agreement at Article 17.

18.2 Notices

- A. AFSCME Local 1995 of the Union shall notify the District Human Resource Services Department in writing of the specific dollar and/or cents amount or the specific percentage of an individual bargaining unit Member's gross pay which is to be deducted as the monthly fair share contribution. The Union's Local shall be obligated to notify in writing the District Human Resource Services Department of any changes in the above monetary or percentage factors by January 1 of each fiscal year of this Agreement.
- B. The District shall continue to provide monthly reports of dues and fair share payments.
- C. The District shall furnish monthly to the Union, an electronic list of new employees who have accepted positions represented by the Union, along with anticipated start dates. The Employer shall ensure complete new hire data processing for every employee starting work and that all new employees represented by the Union are included on the electronic list referenced above. The list shall be provided by the close of the last business day of each month, or if the last business day of the month falls on a holiday, the list shall be provided by the close of business on the preceding business day. The list shall contain the name, classification, classification number, agency, type of appointment, date of employment, Employee Identification Number/ Oregon Identification (EIN/ORI), and number of the new employees. If the information is available, the list shall also contain the home address and home phone numbers, transfer if known, worksite address, work email and work phone numbers of the new employees.

18.3 Quarterly Audit

- A. The District agrees to run an audit comparing the full list of all represented bargaining unit employees with Union deductions as provided for electronically by the Union. This audit shall take place at least quarterly or as mutually agreed upon in writing by the Parties.

- B. The Union expressly agrees that no funds derived from the in-lieu-of-dues payment shall be expended for partisan political purposes either by the Union herein or Council 75, AFSCME.
- C. The Union shall not be able to grieve any failure by a fair share member to comply with their obligation under this Article.
- D. Employees who are current Members at the signing of this Agreement or who become members of AFSCME Local 1995 subsequent to the signing of this Agreement shall maintain their Union membership; employees wishing to revoke their membership may do so by providing written notice of revocation to the Union. Each year, a member may drop their membership without penalty and become subject to the fair share agreement within a ten (10) day window. The ten (10) day window period shall commence not less than ten and not more than twenty (20) days prior to the anniversary date of the employee's application for membership.

ARTICLE 19 – WORKERS' COMPENSATION

- 19.1 In the event a Member sustains an injury, which makes the Member eligible for Workers' Compensation benefits, and as a result of that injury the Member is unable to work, and is not otherwise paid by the District, for a minimum of one-half (1/2) of the total workdays in the calendar month in which such injury occurs or in a subsequent calendar month, the District, nevertheless, will reimburse the Member for the amount of money expended by the Member to maintain the insurance benefits to which the Member otherwise would have been entitled as provided for in Article 17 for the two (2) calendar months which immediately follow the aforementioned applicable calendar month.
- 19.2 The parties intend that this Article will apply only where the applicable injury occurs after the effective date of this Agreement.

Examples of the application of the above provisions are:

- A. A Member sustains a compensable Workers' Compensation injury on April 2 (prior to working at least one-half (1/2) of the month), and as a result of that injury the Member works less than one-half (1/2) of the total workdays (and does not have sufficient paid leave to cover at least one-half (1/2) the total workdays) in April. The District will reimburse the Member for the amount of money actually expended by the Member to maintain the insurance benefits to which the Member otherwise would have been entitled under Article 17 for the months of May and June.
- B. A Member sustains a compensable Workers' Compensation injury on April 28 (after working one-half (1/2) of the month of April), and as a result of that injury the Member works less than one-half (1/2) of the total workdays (and does not have sufficient paid leave to cover at least one-half (1/2) the total workdays) in May. The District will reimburse the Member for the amount of money actually expended by the Member to maintain the insurance benefits to which the Member otherwise would have been entitled under Article 17 for the months of June and July.
- C. A Member sustains a compensable Workers' Compensation injury and continues to work more than one-half (1/2) of the total work days for the month following the month in which the injury occurred (the injury occurs on January 26, the employee continues to work through February 17th), but as a result of that injury the Member works less than one-half (1/2) of the total workdays (and does not have sufficient paid leave to cover at least one-half (1/2) the total workdays) in March. The District will reimburse the Member for the amount of money actually expended by the Member to maintain the insurance benefits to which the Member otherwise would have been entitled under Article 17 for the months of April and May.

ARTICLE 20 – STAFF DEVELOPMENT

- 20.1 Costs for Members participating in staff development activities shall be borne by the appropriate department, when such activities have been determined to be job related, recommended by the immediate supervisor and approved by the appropriate Cabinet Member. The suggestions for the activity may be initiated by the Member. A staff development activity may include workshops, conferences, and classes provided that they are directly related to the job.
- 20.2 A Member may request of their supervisor to participate in an activity other than a scheduled all- day in-service if the Member can demonstrate to the supervisor that they have knowledge and skill in the subject matter to be presented. Where such knowledge and skill is determined, an alternative will be mutually developed. The request must be made a reasonable period of time before the scheduled in-service.
- 20.3 All regularly employed Members may apply for reimbursement for the cost of workshops, seminars, conferences, and college course tuition. To be eligible for reimbursement, such professional development must be approved in advance by the District. Members must complete a pre-approval form and submit the form to their supervisor.
- A. The District's maximum obligation and the pool of reimbursement funds are set at forty thousand dollars (\$40,000) for each fiscal year of this Agreement. Any amount of money not expended from this maximum obligation during the fiscal year shall be carried over and shall be added to the amount made available in a succeeding fiscal year. The balance of the fund including any amount "carried over" shall not exceed sixty thousand dollars (\$60,000).
 - B. A Member requesting reimbursement shall provide the Director, Human Resource Services, proof of having completed the course or other offering with a passing grade, if applicable, and receipt of payment/cost.
 - C. The designing or redesigning of guidelines by which these professional development funds will be disbursed by the administration shall be delegated to the union, with oversight from the Labor-Management Committee.
 - D. Individual members will be eligible for up to three thousand dollars (\$3,000) in reimbursements per contract year until such time as the staff development fund is depleted. All Members regardless of FTE status will be eligible for the three thousand dollars (\$3,000) per year amount.

- E. Licensing & Certification Reimbursement - Individual members will be eligible for up to five hundred dollars (\$500) in reimbursements per year, per contract, for the license and/or certification fee required for the position they hold at MESD.
- 20.4 The parties mutually agree to a tuition prepayment program. The parties agree that this tuition prepayment option is to be offered to Members under the same terms and conditions as the same program is offered to the confidential, supervisors, and administrator employee groups.

ARTICLE 21 – CONTRACTING AND SUBCONTRACTING

The District retains the right to contract and subcontract. However, in the event the District subcontracts work which displaces a Member, the District will give notice at least sixty (60) calendar days prior to displacing a Member. The District will, upon request, negotiate with the Union the impact of the decision on the displaced Member(s).

ARTICLE 22 – COMMITTEES

- 22.1 The parties will have a joint Labor-Management Committee as a mechanism for dialogue between the parties and as a vehicle to discuss issues of mutual concern to the parties. The parties may in turn create additional subcommittees underneath the auspices of the Labor- Management Committee as the parties may deem appropriate. The Labor-Management Committee shall be composed of six (6) members with three (3) members appointed by the Union and three (3) members appointed by the District. Notwithstanding, the parties agree that the Union's president will serve on the Committee as will a director-level administrator from the District. Permanent or temporary membership on the Committee may be expanded by the mutual agreement of the Union and the District. Should the Labor-Management Committee meet during normal work hours, no bargaining unit member of the Committee shall suffer any loss of pay as a result thereof.
- 22.2 The parties will have a joint Insurance Committee which may be composed of the same members as the Labor-Management Committee or which may be composed with different members as mutually agreed between the Union and the District. The purpose of the Insurance Committee shall be to recommend program/benefit changes to control and contain costs in order to assist the District because of declining revenues and in order to eliminate or ameliorate the impact of the insurance caps. The entire health insurance program is subject to review by the Insurance Committee, except that any new or additional benefits or carrier changes will require both the approval of the District Board and the approval of the Union.

ARTICLE 23 – UNION RIGHTS

23.1 The Agency shall not discriminate against any employee because of their union membership or participation in the activities of their union.

23.2 Use of ESD Facilities

The District shall extend to the Union the use of ESD meeting rooms and the photocopier, according to administrative procedure. The Union shall pay for the reasonable costs incidental to the use and/or any repair necessitated as a result thereof.

23.3 Union Communications

- A. The District shall extend to the Union the use of making announcements in the in-house publication and over the public address system relating to the routine matters of announcing meetings and routine business with prior approval from the Superintendent, or designee.
- B. The District agrees to allow the Union use of the Member's mailboxes for sending notices, minutes and other information materials to its Members. The Union agrees that such materials shall not involve defamation, attacks on individuals, inflammatory material or materials designed to promote work slowdowns or work stoppages against the District. All materials will be appropriately folded, stapled, or enclosed in an envelope with the Member's name on it.
- C. Use of Computer System/Internet/Intranet. The Union may use the District's computer system and its internet/intranet connections for Union/District communications, subject to the law, the rules and regulations of the Government Standards and Practices Commission, and Board Policy and Procedures.
- D. The District will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for Union communication. The boards or space provided should measure at least twenty-four (24) inches by thirty-six (36) inches. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the District will supply the Union with a board or space.

23.4 Visits by Union Representatives

- A. The District agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, District Council representatives or International representatives, shall have access to the premises of the District for purposes necessary for the administration of this Agreement. Such visits shall not disrupt the Member's work.

B. The Union shall provide to the District the name(s) of accredited representative(s).

23.5 New Employee Orientation

The Union shall be invited to present for thirty (30) minutes during new employee orientations (to be coordinated with the District) to meet with new bargaining unit members.

When the District does not offer a formal new employee orientation, a Union representative shall be released for up to thirty (30) minutes to meet with a new employee, within the employee's first thirty (30) calendar days of employment. The new employee will also be paid for up to thirty (30) minutes to speak to the Union representative.

23.6 Right to Receive New Hire Information

The District shall provide to the Union, in an editable format, the following information for each employee in the bargaining unit:

- A. The employee's name, unique identifier, and date of hire;
- B. Contact information including: cellular, home and work telephone numbers; personal and work electronic mail addresses; and home or personal mailing address; and employment information including the employee's job title, salary, work schedule/shift and worksite location;
- C. Employment Status Change and effective date; and
- D. Leave of Absence or Retiree Status, if applicable.

The District shall regularly provide the information for newly hired employees and once per month for employees in the bargaining unit who are not newly hired.

23.7 Negotiations

The District shall grant up to seven (7) representatives for the Union, from the bargaining unit, reasonable time to engage in negotiations during employees' regularly scheduled work hours, without loss of compensation, seniority, leave accrual, or any other benefit.

ARTICLE 24 – RECLASSIFICATION

24.1 Employee Initiated Reclassification Request

- A. If a Member believes that the Member's duties have changed sufficiently to warrant reclassification, the Member may submit a written request for reclassification to the Member's immediate Supervisor. Such request shall include supporting reasons. The Supervisor shall respond within twenty (20) working days. If the reclassification request is denied by the supervisor the Member may submit the same written request for reclassification to the Director, Human Resource Services within five (5) calendar days of the immediate supervisor's denial of the request. The Director, Human Resource Services shall respond within twenty (20) business days of receipt, with a copy provided to the Union's President.
- B. If the reclassification request is denied by the Director, Human Resource Services, the Member may appeal the decision of the Director, Human Resource Services to the Superintendent, or designee, within five (5) calendar days of the Director, Human Resource Services' denial of the request. The Union will have the right to represent a Member in the Member's appeal of a decision of the Director, Human Resource Services to the Superintendent, or designee. The Superintendent, or designee, shall respond to the Member's appeal within twenty (20) business days.
- C. Upon request, the Member and the Union will be provided with an explanation of the evaluation components and facts of the Member's position classification.

24.2 District Initiated Reclassifications and/or Allocation (Placement) into New Classification

- A. If the District proposes to reclassify a Member's position or place a Member in a newly created classification, the Member shall receive written notification thirty (30) calendar days prior to the proposed action with the specific reasoning for the action. Members and/or the Union may appeal the District's decision to the Director, Human Resource Services within twenty (20) business days of the written notice from the District. The appeal shall state the reasons the Member and/or Union do not agree, at least one (1) but not more than three (3) classifications the Member and/or Union believes is the more appropriate classification for the position as well as any supporting documentation.
- B. In cases where the District has proposed action to reclassify and/or place more than one (1) Member to the same classification, those Members' appeals may be filed and considered at the same time by the panel.

- C. The Director, Human Resource Services will respond to the appeal within twenty (20) business days. If the Director, Human Resource Services disagrees with proposed classifications stated in the Member/Union appeal, they will state the reasons.
- D. If the Member and/or Union disagree with the Director, Human Resource Services' decision they may appeal the decision by submitting a written request of review to a panel designated by the Labor/Management Committee within five (5) calendar days of receipt of the Director, Human Resource Services' denial. The panel shall be comprised of two (2) members appointed by the Union and two (2) members appointed by the District, and it may be the Labor/Management Committee.
- E. The panel members shall be presented with all of the documentation related to the appeal. The panel shall convene within fifteen (15) business days of receipt of the written request for review. The District and the Member and/or Union shall have the opportunity to address the panel to present information and answer questions.
- F. The panel shall have the authority to determine the appropriate classification placement for the Member. The panel may choose any one of the classification options offered by the District or the Member/Union. If the panel is unable to reach agreement on the appropriate classifications, the majority (three (3) of the four (4) panel members) decision, if there is one, will stand.
- G. If no majority agreement is reached, the Member and/or Union may take one (1) of two (2) actions:
 - 1. Appeal the decision to the Superintendent for a binding decision; or
 - 2. Advance the appeal to binding arbitration without the need to grieve at Step 1, 2, 3 or 4.

The Superintendent or Arbitrator shall have the authority to determine the appropriate placement for the Member.

- H. The District continues to retain the right to reclassify positions on the Classification Schedule contained in Appendix B.

ARTICLE 25 – PERFORMANCE EVALUATION

25.1 Objective

- A. The District will evaluate employee work performance. The performance evaluation process will include performance goals and expectations that reflect the District's objectives.
- B. The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with District requirements.
- C. To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee to give the employee the opportunity to receive any needed additional training and/or to correct the problem before it is mentioned in an evaluation. Such discussions will be documented in the supervisor's file, not the personnel file.

25.2 Evaluation Process

- A. Employee work performance will be evaluated every two (2) years. Immediate supervisors will meet with employees to discuss performance goals and expectations. Members will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.
- B. The supervisor will discuss the evaluation with the Member. The Member will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:
 - 1. Reviewing the Member's performance;
 - 2. Identifying ways the Member may improve their performance;
 - 3. Identifying performance goals and expectations for the next appraisal period; and
 - 4. Identifying employee training and development needs.
- C. The performance evaluation process will include, but not limited to, a performance evaluation on forms used by the District, the employee's written signature or electronic acknowledgement of the forms and any comments by the employee. The

completed and signed/acknowledged performance evaluation form, including the employee's comments, will be maintained in the employee's personnel file.

- D. The evaluation process is subject to the grievance procedure. The specific content of performance evaluations is not subject to the grievance procedure.

ARTICLE 26 – VIDEO AND AUDIO SAFETY SYSTEMS

26.1 Definitions

The Video/Audio safety and security system shall mean video and audio devices utilized to observe and/or record any and all parts of MESD facilities, classrooms, students, staff, and visitors.

26.2 Surveillance system usage

The Video/Audio safety and security system is intended to aide in the professional development of staff and ensure the safety of all persons on MESD property, including students, staff and visitors.

The Agency will comply with all applicable state and federal laws related to record maintenance and retention.

26.3 Application

The Video/Audio safety and security system shall be used as a tool to advance staff development and/or safety and security initiatives of the Agency, as appropriate, including but not limited to:

1. Incident response
2. Parent/Guardian communications
3. Performance coaching of staff
4. Evidence in legal matters

26.4 Access/Utilization

The system will only be utilized by employees with a bona fide reason or job responsibility that requires or allows them to access the safety and security system. The building Administrator, or their designee, is primarily responsible for the utilization of the system, as outlined above.

26.5 Posting and notification

The Agency will use signage to indicate the presence of video and audio equipment at its facilities. Employees will be notified annually.

ARTICLE 27 – MENTOR PROGRAM

- 30.1 The District will establish a Beginning Mentor Program for members.
- 30.2 Bargaining unit members may apply to participate as a “Mentor” in MESD’s Mentor Program. Applications shall be submitted to the Human Resources Office.
- 30.3 No member shall be designated as a mentor unless willing to perform in that role.
- 30.4 No mentor shall participate, at any level, in the evaluation of members.
- 30.5 The District will provide a one thousand five hundred dollars (\$1,500) stipend for each “Mentor” for each year they participate in the program. The stipend shall be prorated if a full year of membership is not provided by a “Mentor.”

ARTICLE 28 – EMERGENCY CLOSURES

28.1 Emergency Closures Defined and Notification

Emergency or storm closures are defined as closures of facilities due to unsafe working conditions, or when it is unsafe to transport students, because of inclement weather or other unforeseen circumstances (e.g., power outages).

Emergency closures of the Ainsworth building shall be determined by the MESD Superintendent. MESD-operated schools and programs will follow emergency closure determinations that align with the respective school districts or partner facilities in which they are sited.

Employees may be notified of emergency closures via direct communications from the ESD (e.g., telephone call or email), commercial radio stations, other media, and emergency/flash alert notification.

28.2 Emergency Closure Determination by Employee Group

A. Essential Employees

Employees whose work is essential or critical to the operation of the ESD member districts may be required to report to work. Essential employees will be notified of their status as essential employees annually in advance of any emergency closures by their immediate supervisor or the ESD's administration.

Essential Employees who are required to report in person to their regularly scheduled work site during emergency closure will be paid at double-time, which includes their regular pay, for the entire shift worked. If the closure is not directly related to inclement weather, and is longer than three (3) days, double-time will cease when it is safe to drive within the MESD and/or service district boundaries and safe working conditions have been restored.

B. Remote Employees

Employees who are regularly scheduled to work remotely during an emergency closure will be expected to report to work unless notified by the ESD. Employees who are required to report to work remotely will be compensated at the employee's regular rate of pay for time scheduled to work during the closure. Employees who are unable to work remotely due to circumstances caused by the emergency conditions may be excused from reporting to work by their immediate supervisor and paid at their regular rate of pay. Employees who are unable to work may also

have the option of using personal leave, vacation time (if they are entitled to this benefit), or may take unpaid personal leave if all other leaves have been exhausted.

C. Employees Not Required to Report to Work

Employees who are not designated essential or assigned to work remotely are not required to report to work and will be compensated at the employee's regular rate of pay for time scheduled to work during the closure.

28.3 Employees Unable to Report

Employees who are notified their assigned work location is open, but are unable to reach their work location, will have the option of using personal leave, vacation time (if they are entitled to this benefit), or may take unpaid personal leave if all other leaves have been exhausted. Adjustments in pay because of emergency closure will be made in the employee's next monthly paycheck.

28.4 Emergency Closure and Scheduled Leave

If an employee had previously scheduled paid leave on a closure day, they will not be required to use the leave and they will receive the closure pay. If an essential employee is scheduled to be on paid leave, they may choose to cancel their leave and report to work. If the essential employee is unable or unwilling to report to work (or if standard attempts to contact them have failed), their leave will be used as originally planned.

28.5 Make-Up Days

Employees may be required to work up to three (3) make-up days due to emergency closure without additional pay. The District will let the Union know by April 1 each year if they will be required to make up any emergency closure days. However, if the employee is required to work on a closure day (on site or remotely), the employee will not be required to work at a later date without additional pay.

ARTICLE 29 – PERSONAL PROPERTY LOSS

- 29.1 Any case of physical aggression/harm or threat/causing fear of harm upon a member while acting within the scope of their duties shall be promptly reported per Article 6 Safety.
- 29.2 The District shall reimburse members for loss of or damage to personal property under any of the following circumstances. When:
1. The loss is a result of any physical aggression/harm, or threat/causing fear of harm to the member's person suffered during the course of employment.
 2. Property stolen or damaged by the use of forcible entry on a locked container. Every site shall provide a secure and lockable location for members to use for such storage.
 3. Loss of the member's work-related equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.
 4. Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than five dollars (\$5) or that portion in excess of one thousand dollars (\$1,000) and shall not be made when carelessness or negligence on the part of the member was evident.
 5. Members shall cooperate and support the District in its investigation and resolution of any reported loss. The District shall provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

ARTICLE 30 – NO STRIKE OR LOCKOUT CLAUSE

- 30.1 During the life of this Agreement, the Union and its Members, as individuals or as a group, will not initiate, cause, condone or participate in any strike, work stoppage, slowdown, picketing or any other restriction of work. A member in the bargaining group while acting in the course of employment, shall not honor any picket line established by the Union or any other labor organization.
- A. In the event of a strike, work stoppage, slowdown, picketing observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to work.
 - B. The District may discipline, to include dismissal, any Member who violates the provisions of this Article.
- 30.2 There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 31 – DURATION OF AGREEMENT

- 31.1 This Agreement shall become effective July 1, 2024 and shall remain in full force and effect until June 30, 2027.
- 31.2 The provisions included in this Agreement shall be inclusive and binding upon the District and the Union during the life of this Agreement and neither party shall be entitled to bargain in any respect to any matter that is intended to take effect during the life of this Agreement, whether or not such matter is included in this Agreement. However, the parties may, by mutual agreement, negotiate over items of mutual concern during the life of this Agreement.
- 31.3 In the event any article, section, or portion of this Agreement, should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically named in the court's decision and the remainder of this Agreement shall remain in full force and effect; when such decision has become final, the District agrees to discuss with the Union, upon request, the effect of the invalidation of the particular article, section, or portion thereof and, if possible, reach agreement on a substitute.
- 31.4 If either party desires to reopen negotiations for a successor agreement, such party shall provide written notice to that effect to the other party by February 1, 2024. Negotiations will then commence on a mutually agreed-upon date.

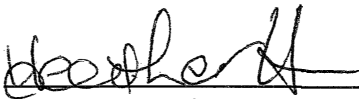
ARTICLE 32 – ARTICLE TITLES


Unless otherwise provided for, the use of articles, sections or paragraph headings throughout this Agreement is intended for easy reference only and shall not be interpreted and/or implied so as to eliminate or substantially increase, reduce or in any way modify the terms or conditions thereof.

ARTICLE 33 – EXECUTION/SIGNATURES

This agreement is effective on July 1, 2024 at the Multnomah Education Service District's Administrative Building by the undersigned officers by the authority of and on behalf of the Multnomah Education Service District Board of Directors and Local 1995, affiliated with Council 75 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, the Union.


FOR THE UNION:

 6/25/24
AFSCME President Date

 6/25/24
AFSCME, Council 75 Date

FOR THE DISTRICT:

 6/25/24
Interim Director of HR Date

 6/25/24
Superintendent Date

APPENDIX A

Salary Schedule 2024-2025

4.50% COLA

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8			\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.44
9			\$20.10	\$21.11	\$22.16	\$23.27	\$24.44	\$25.67
10			\$21.11	\$22.16	\$23.27	\$24.44	\$25.67	\$26.94
11			\$22.16	\$23.27	\$24.44	\$25.67	\$26.94	\$28.29
12			\$23.27	\$24.44	\$25.67	\$26.94	\$28.29	\$29.71
13			\$24.44	\$25.67	\$26.94	\$28.29	\$29.71	\$31.18
14			\$25.67	\$26.94	\$28.29	\$29.71	\$31.18	\$32.75
15			\$26.94	\$28.29	\$29.71	\$31.18	\$32.75	\$34.38
16			\$28.29	\$29.71	\$31.18	\$32.75	\$34.38	\$36.10
17			\$29.71	\$31.18	\$32.75	\$34.38	\$36.10	\$37.91
18			\$31.18	\$32.75	\$34.38	\$36.10	\$37.91	\$39.80
19			\$32.75	\$34.38	\$36.10	\$37.91	\$39.80	\$41.79
20			\$34.38	\$36.10	\$37.91	\$39.80	\$41.79	\$43.88
21			\$36.10	\$37.91	\$39.80	\$41.79	\$43.88	\$46.07
22			\$37.91	\$39.80	\$41.79	\$43.88	\$46.07	\$48.37
23			\$39.80	\$41.79	\$43.88	\$46.07	\$48.37	\$50.79
24			\$41.79	\$43.88	\$46.07	\$48.37	\$50.79	\$53.33
25			\$43.88	\$46.07	\$48.37	\$50.79	\$53.33	\$55.99

Longevity					
5+ Years	10+ Years	15+ Years	20+ Years	25+ Years	30+ Years
0.50%	1.75%	2.00%	2.25%	2.50%	2.75%

Salary Schedule 2025-2026

3.50% COLA

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8			\$19.81	\$20.80	\$21.85	\$22.94	\$24.08	\$25.30
9			\$20.80	\$21.85	\$22.94	\$24.08	\$25.30	\$26.57
10			\$21.85	\$22.94	\$24.08	\$25.30	\$26.57	\$27.88
11			\$22.94	\$24.08	\$25.30	\$26.57	\$27.88	\$29.28
12			\$24.08	\$25.30	\$26.57	\$27.88	\$29.28	\$30.75
13			\$25.30	\$26.57	\$27.88	\$29.28	\$30.75	\$32.27
14			\$26.57	\$27.88	\$29.28	\$30.75	\$32.27	\$33.90
15			\$27.88	\$29.28	\$30.75	\$32.27	\$33.90	\$35.58
16			\$29.28	\$30.75	\$32.27	\$33.90	\$35.58	\$37.36
17			\$30.75	\$32.27	\$33.90	\$35.58	\$37.36	\$39.24
18			\$32.27	\$33.90	\$35.58	\$37.36	\$39.24	\$41.19
19			\$33.90	\$35.58	\$37.36	\$39.24	\$41.19	\$43.25
20			\$35.58	\$37.36	\$39.24	\$41.19	\$43.25	\$45.42
21			\$37.36	\$39.24	\$41.19	\$43.25	\$45.42	\$47.68
22			\$39.24	\$41.19	\$43.25	\$45.42	\$47.68	\$50.06
23			\$41.19	\$43.25	\$45.42	\$47.68	\$50.06	\$52.57
24			\$43.25	\$45.42	\$47.68	\$50.06	\$52.57	\$55.20
25			\$45.42	\$47.68	\$50.06	\$52.57	\$55.20	\$57.95

Longevity					
5+ Years	10+ Years	15+ Years	20+ Years	25+ Years	30+ Years
0.50%	1.75%	2.00%	2.25%	2.50%	2.75%

Salary Schedule 2026-2027

3.50% COLA

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8			\$20.50	\$21.53	\$22.61	\$23.74	\$24.92	\$26.19
9			\$21.53	\$22.61	\$23.74	\$24.92	\$26.19	\$27.50
10			\$22.61	\$23.74	\$24.92	\$26.19	\$27.50	\$28.86
11			\$23.74	\$24.92	\$26.19	\$27.50	\$28.86	\$30.30
12			\$24.92	\$26.19	\$27.50	\$28.86	\$30.30	\$31.83
13			\$26.19	\$27.50	\$28.86	\$30.30	\$31.83	\$33.40
14			\$27.50	\$28.86	\$30.30	\$31.83	\$33.40	\$35.09
15			\$28.86	\$30.30	\$31.83	\$33.40	\$35.09	\$36.83
16			\$30.30	\$31.83	\$33.40	\$35.09	\$36.83	\$38.67
17			\$31.83	\$33.40	\$35.09	\$36.83	\$38.67	\$40.61
18			\$33.40	\$35.09	\$36.83	\$38.67	\$40.61	\$42.63
19			\$35.09	\$36.83	\$38.67	\$40.61	\$42.63	\$44.76
20			\$36.83	\$38.67	\$40.61	\$42.63	\$44.76	\$47.01
21			\$38.67	\$40.61	\$42.63	\$44.76	\$47.01	\$49.35
22			\$40.61	\$42.63	\$44.76	\$47.01	\$49.35	\$51.81
23			\$42.63	\$44.76	\$47.01	\$49.35	\$51.81	\$54.41
24			\$44.76	\$47.01	\$49.35	\$51.81	\$54.41	\$57.13
25			\$47.01	\$49.35	\$51.81	\$54.41	\$57.13	\$59.98

Longevity					
5+ Years	10+ Years	15+ Years	20+ Years	25+ Years	30+ Years
0.50%	1.75%	2.00%	2.25%	2.50%	2.75%

APPENDIX B

Position Alignment

Effective 7/1/2024

RANGE 8	CLASSIFIED Administrative Assistant II Caregiver, HHS-CDC Cook Health Screener
RANGE 9	CLASSIFIED Accounting Assistant II Custodian I Health & Fitness Assistant School Health Assistant (Until 6/30/2025) School Health Assistant Lead (Until 6/30/2025)
RANGE 10	CLASSIFIED Custodian II/Driver Educational Assistant School Health Assistant (Effective 7/1/2025) School Health Assistant Lead (Effective 7/1/2025)
RANGE 11	CLASSIFIED Accounting Assistant III Administrative Assistant III Community Engagement Specialist Educational Assistant II/Home School Migrant Ed. Program Educational Assistant Spanish Speaking Student Service Assistant
RANGE 12	CLASSIFIED Behavior Support Facilitator Employment Training Technician Environmental Education Operations Specialist Food Service Assistant Program Specialist ODS Student Attendance Liaison

- RANGE 13 CLASSIFIED**
Administrative Assistant IV
Campus Gang Prevention/Intervention Asst
Campus Safety Monitor
Customer Support Analyst II
Payroll Specialist
- RANGE 14 CLASSIFIED**
Administrative Assistant V
Alternative Pathways College Transition Specialist
Behavior Support Facilitator Lead
Behavior Support Facilitator Lead B - Mentor Program
Bilingual Campus Safety Monitor
Environmental Monitor
Purchasing Support Analyst
Transition Specialist I
- RANGE 15 CLASSIFIED**
Senior Accountant
Technology Support Technician II
- RANGE 16 CLASSIFIED**
Certified Occupational Therapy Assistant (COTA)
Data and Communication Specialist
Grant Accountant
HR/Payroll Coordinator
Licensed Physical Therapy Assistant (LPTA)
Licensed Practical Nurse
Program Evaluation & Data Specialist
Senior Payroll Specialist
Speech Language Pathology Assistant
Transition Specialist II
- RANGE 17 CLASSIFIED**
Customer Service Analyst III
AT/AAC Provider
Senior Transition Specialist
- RANGE 18 CLASSIFIED**
Research and Data Analyst
- RANGE 19 CLASSIFIED**
District Facilities and Maintenance Specialist
Senior Communications Specialist

RANGE 20	CLASSIFIED Regional Employment Consultant & Trainer
RANGE 21	CLASSIFIED Application Developer Business Systems Analyst
RANGE 22	CLASSIFIED
RANGE 23	CLASSIFIED
RANGE 24	CLASSIFIED Systems Administrator/Developer (Exempt)
RANGE 25	CLASSIFIED Wide Area Network Administrator (Exempt)

APPENDIX C

Job Groups For Use in Reduction in Force

Effective 7/1/2018

SECRETARIAL/CLERICAL SERVICES GROUP

(Unlimited Bumps)

Accounting Assistant II
Accounting Assistant III
Administrative Assistant II
Administrative Assistant III
Administrative Assistant IV
Administrative Assistant V
Environmental Education Operations
Specialist Program Specialist ODS
Purchasing Support Analyst
Senior Accountant
Senior Payroll Specialist

STUDENT SUPPORT AND CLASSROOM SERVICES GROUP

College Transition Specialist - Alternative Pathways
Behavior Support Facilitator
Bilingual Campus Safety Monitor Alternative
Education Campus Gang Prevention/Int Asst Male
Campus Safety Monitor Alternative Ed.
Caregiver, HHS-CDC
Educational Assistant – IA
Educational Assistant – IA, Migrant Ed.
Educational Assistant – IB
Educational Assistant – IB (Male)
Educational Assistant II/Home School Migrant Ed Program
Educational Assistant Spanish Speaking
Employment Training Technician
Food Service Assistant
Health and Fitness Assistant
School Health Assistant
Student Attendance Liaison
Student Service Assistant
Transition Specialist I
Transition Specialist II
Senior Transition Specialist

TECHNICAL GROUP

(Unlimited Bumps Within Group)

Application Developer
AT/AAC Provider
Business Systems Analyst
Certified Occup. Therapist Asst. (COTA)
Customer Support Analyst II
Customer Support Analyst III
Health Screener
Licensed Physical Therapist Assistant (LPTA)
Licensed Practical Nurse
Regional Employment Consultant & Trainer
Speech Language Pathology Assistant
Systems Administrator/Developer (Exempt)
Technology Support Technician II
Wide Area Network Administrator (Exempt)

MANUAL GROUP

(Unlimited Bumps Within Group)

Cook
Custodian I
Custodian II/Driver