

AGREEMENT
BETWEEN
MULTNOMAH EDUCATION
SERVICE DISTRICT
AND
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 75 AFL-CIO
LOCAL 1995

2015-2018

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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.

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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.

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ARTICLE 2 - APPLICATIONS & DEFINITIONS TO THIS AGREEMENT

2.1 Composition and Bargaining Unit

This Agreement shall apply only to members of the bargaining unit represented by AFSCME Local 1995. Membership in the bargaining unit for the local, all probationary and regular employees, shall be as follows:

- A. Full-time employees who are in positions which are budgeted for one hundred fifty (150) days or more per fiscal year.
- B. 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

Employees of the District who are nurses, 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. Probationary - Status of a Member during his/her probationary period.
- E. Department - An MESD organizational unit headed by a Cabinet Member.
- F. 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 14.1, B), but including any time spent on temporary program closure layoffs (Article 8, Layoff and Recall, section 8.7) or when the Member utilizes unpaid leave due to official building closures as identified and posted by the District.
- G. Year - Twelve (12) months.
- H. Full-Time - No less than seven (7.0) hours per day and five (5) days per week or thirty-five (35) hours per week.

- I. Part-Time - Four (4) or more hours per day but less than full time.
 - J. Part-year Member: A Member who works one hundred fifty (150) days or more but fewer than 260/261 days per fiscal year.
 - K. Month - Unless herein specified otherwise, "month" as used in this Agreement shall mean calendar month.
 - L. 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.
 - M. 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.

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ARTICLE 4 - SUCCESSOR AGREEMENT

- 4.1 The parties agree to negotiate on District time for a total of not to exceed eighty (80) hours in the aggregate. For the purpose of this paragraph, not more than seven (7) employees from the bargaining unit may receive this benefit.
- 4.2. Hours spent in negotiations in excess of the eighty (80) aggregate hours will be reimbursed to the District by the Union using one hundred thirty-five percent (135%) of the hourly rate of each employee who exceeds the eighty (80) hour limit.
- 4.3 The District shall provide an accounting of hours used by each employee by the first workday of each month the parties are in negotiations.

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ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 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.
- 5.2 Recognizing the relationship noted in 5.1 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.
- 5.3 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.

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ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 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 his/her rights under this procedure.

6.2 Definitions

- A. A “grievant” is a Member having the grievance; a group of Members may be grievants 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 calendar days.

6.3 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 written 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) calendar days of the occurrence of the cause for the grievance or when the employee knew or should have known thereof. This thirty (30) 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, a sample of which is in Appendix C of this Agreement.
- K. A grievant shall process a grievance during his/her work hours and with prior approval of the grievant's supervisor. 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.

6.4 Procedural Steps

A. Informal Dispute Resolution

The grievant and/or union representative shall arrange for an appointment to meet with his/her immediate supervisor in an attempt to resolve the grievance in an informal fashion.

B. Formal Steps

Step 1-

If in the judgment of the grievant, the grievance remains unresolved after the informal meeting with the supervisor, the grievant may, within the same thirty (30) calendar days described in section D of this Article, file a written grievance with the same supervisor. 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 supervisor 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) calendar days from the supervisor's receipt of the written grievance and the supervisor's written response will be given to the grievant within seven (7) calendar days thereafter. If no meeting is held at this step, the supervisor shall respond in writing to the written grievance within seven (7) calendar days of its receipt.

Step 2 -

If the grievance remains unresolved in the judgment of the grievant, the grievant may file the written grievance with the Cabinet Member within seven (7) calendar days of the receipt of the written response of the supervisor. The Cabinet Member may arrange a meeting with the grievant to hear the grievance within seven (7) calendar days of receipt of the Step 2 appeal. The Cabinet Member shall respond in writing to the written grievance within seven (7) calendar days after the meeting with the grievant, or, if no meeting is held, the Cabinet Member shall respond within seven (7) calendar days of the receipt of the Step 2 appeal.

Step 3 -

If the grievance remains unresolved in the judgment of the grievant, the grievant may, within seven (7) calendar 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 2, or the Superintendent, or designee, will prepare a written response to the grievance. If a meeting is held, it will be held within fifteen (15) calendar 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 seven (7) calendar 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) calendar days after the receipt of the written grievance.

Step 4 – Board

1. If the decision of the Superintendent or his designee is not acceptable to the grievant, the grievant may appeal to the Board by letter directed to the Board's Clerk. The appeal shall be in writing and delivered within fifteen (15) calendar days of the decision.

2. The hearing shall be held as soon as practicable, but not longer than thirty (30) calendar days, after receipt of the appeal unless extended by mutual agreement. In the case of nonarbitrable matters, the hearing shall be conducted by the Board. In the case of arbitrable 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 arbitrable grievances, the Board reserves the right to waive the hearing of any grievance.
3. 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) calendar days after conclusion of the hearing.

Step 5 – 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) calendar 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) calendar 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, the selection of an arbitrator shall be through the Oregon State Conciliation Service, from which list the parties shall alternately strike a name 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) workdays 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 his decision not later than thirty (30) calendar 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 him. 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 same. If any question exists as to who is the losing party, the arbitrator shall make the decision.

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ARTICLE 7 - SAFETY

7.1 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.

7.2 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.

7.3 Safety Committee

The District will notify the Union's leadership of vacancies which occur, from time to time, on the Safety Committee. 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.

7.4 Site Safety Committee Contact Information

Members working in any and all sites served by the District shall be notified, in writing, of who their Safety Committee representatives are and how to contact them. They shall also be provided with contact information for the District's Safety Officer.

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ARTICLE 8 – 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.

8.1 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) calendar 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 Resources Services, indicating whether he/she desires to 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 8.3.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 deemed to have resigned. 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 certified, return receipt mail.
- C. Bumping Options
 - 1. If the Member invokes the bumping procedure and the District has at that time unfilled positions, those unfilled positions will be filled first in the bumping process if it does not result in a loss of days or FTE.
 - 2. For the purposes of bumping, any vacant position the District intends to fill shall be considered the least senior position in the job classification.
 - 3. The Member whose position is affected as described above in Section 8.1 A, shall have the right to "bump" a less senior Member within the same range of pay (Appendix B) and the same classification in any program in the same Job Group (Appendix D).
 - 4. Should such Member not have sufficient seniority to bump within the same classification, the Member shall have the right to bump a less senior Member in a different classification in the same range of pay (Appendix B) and Job Group (Appendix D).
 - 5. 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 D), the Member shall have the right to bump a less

senior Member in any classification in a lower range of pay within the same Job Group.

6. If a Member elects to bump, the District will first attempt to place them into a less 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.
7. In addition to the layoff and bumping rights listed in Section 8.1 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 less 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.
8. Any Member in the Job Group (Appendix D) 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 8.1.A through F, 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.
9. 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. 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. The employee may alternately elect at the end of the sixty (60) working days, if she/he cannot perform the duties of

the new assignment, to move to lay-off status. If the employee moves to lay-off status, the District will fill the position from the recall list.

10. 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 OA1, OA2, or OA3.
11. If an employee who bumped into another position subsequently resigns from the position, the vacant position will be filled from the recall list.

8.2 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 his/her 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 his/her previous job classification, and at the end of that three hundred sixty-five (365)-day period, the pay rate shall be closest to his/her previous pay rate but not higher than the top of the lower pay range.

8.3 Recall

- A. Members may be placed on the recall list for positions in their own classification and job groups as designated in Appendix D.
- 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 8.1.C 8 above.
- 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 8.3.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) calendar days from the receipt of the offer of recall in which to notify the District Human Resources Services Department of their acceptance or rejection of the offer of recall.
2. If the recalled Member fails to notify the District Human Resources Services Department of his/her acceptance or rejection of the offer of recall within the seven (7) calendar day limit, or if he/she refuses to accept the position offered, he/she shall be considered for all purposes to have terminated his/her 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) calendar days in which to begin active employment with the District.

8.4 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.

- 8.5 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 10, Discipline and Discharge.

8.6 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 17, Compensation, Section 17.14 shall apply to a temporary program closure, except that the provisions of Article 8, 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.

8.7 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.

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ARTICLE 9 – ASSIGNMENTS, TRANSFERS, VACANCIES AND PROMOTIONS

- 9.1 Promotions shall refer to a Member moving to a higher job classification.
- 9.2 When two (2) Members applying for a promotion possess equivalent qualifications, as determined by the Administration, for the position available, seniority shall be the deciding factor on who is selected for the promotion. The Administration's decision shall not be based on arbitrary and/or capricious reasons.
- 9.3 When a Member is promoted, the Member shall receive a pay rate in the new job classification which is higher than the present salary step the Member held in the old job classification.
- 9.4 When a position vacancy is posted by the District and a Member applies who is currently holding the same job, but working fewer hours per day than the posted vacant position, an outside applicant will not be hired for the posted vacant position unless he/she possesses superior or special qualifications. All members who apply for a vacant position and meet the position qualifications, shall be offered an interview for the position.
- 9.5 Returning members assigned to classrooms or students shall be notified of their assignments for the coming year whenever possible ten (10) days prior to the beginning of school.
- 9.6 Where it would not conflict with the needs of the program as determined by the District, the supervisor will consider seniority, or volunteers for transfer or open assignments. The supervisor's decision will be based on program criteria, and will not be arbitrary or capricious. Member complaints regarding transfer or open assignment placement will first be reviewed by the Department Director. Unresolved complaints will next be reviewed by a panel designated by the Labor/Management Committee, convened within ten (10) business days of the Director's decision. The panel shall be comprised of two (2) members appointed by the Union and two (2) members appointed by management and it may be the Labor/Management Committee. The Superintendent will determine the final decision in the event of a tie.
- 9.7 The Department will provide notice to the Human Resource Services 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.

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ARTICLE 10 - DISCIPLINE AND DISMISSAL

10.1 Discipline

- A. No disciplinary action will be imposed on a non-probationary Member without just cause.
- B. If the District has reason to reprimand a Member, it shall be done in private and with union representation present, when requested.

10.2 Dismissal

- A. The District reserves the right to dismiss non-probationary Members for just cause.
- B. 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. All discipline of non-probationary employees is subject to the grievance process.

10.3 Probationary Status

- A. Members shall have a probationary period of six (6) months from date of hire, which can be extended at the discretion of the District for a period not to exceed six (6) additional months. During the period of probation, Members may be disciplined or dismissed at the discretion of the District. A plan of improvement shall not be required prior to dismissing a probationary Member.

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ARTICLE 11 - PERSONNEL FILE

- 11.1 Each Member shall have the right, upon request, to review the contents of his/her file.
- 11.2 Upon written request, the District shall provide one complete copy of a Member's personnel file at no cost to the member. Any additional copies requested during the same contract period, will be provided with costs being borne by the Member.
- 11.3 A Member shall have the opportunity to write a letter of rebuttal to any document in his/her file. Such a letter shall be placed in the file.
- 11.4 A Member shall be provided a copy of any written material intended for inclusion in the Member's file.
- 11.5 A Member may request that a disciplinary document over two (2) years old be removed from his/her personnel file. The District will consider such request, and if the Superintendent, or designee, agrees, such document may be removed.

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ARTICLE 12 - NONDISCRIMINATION

- 12.1 The Union and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any Member covered by this Agreement because of age, race, religion, sex, national origin, disability, gender identification, or sexual orientation. All references to Members in this Agreement designate both sexes.

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ARTICLE 13 - LEAVE OF ABSENCE WITH PAY

13.1 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 his/her 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 he/she is entitled. Notwithstanding this provision, the Member is required to have been employed by the District for a period of six (6) months preceding his/her 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 his/her position as soon as practicable, not to exceed five (5) calendar days following the expiration of the period for which he/she was 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 shall be eligible for eight (8) personal time off (PTO) days each year. 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, Member shall receive a cash payout for up to two (2) unused PTO days. Unused PTO in excess of two (2) unused PTO 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 his/her 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:

$$\text{Eligible Number of Days} = \frac{\text{Number of Days to be Worked}}{\text{Regular Number of Days for the Position}} \times \text{Total Number Eligible Days}$$

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

G. Emergency Closures

The District shall continue its current practice regarding emergency closures and pay status.

H. 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 ten (10) 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 designee, 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.

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ARTICLE 14 - LEAVE OF ABSENCE WITHOUT PAY

14.1 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 desiring to return to work at the start of the next school year, shall notify the Human Resource Services Department in writing by March 1, stating his/her 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 by certified mail, return-receipt-requested, to the last known address of the Member.

14.2 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 his/her 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, he/she 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 his/her 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.

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ARTICLE 15 - HOLIDAY AND VACATION SCHEDULE

15.1 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, 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 ninety (190) or fewer days 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 eight (8) holidays

C. Holidays on Schedule

Notwithstanding A and B, a Member in order to receive holiday pay shall have the particular holiday included in his/her work schedule.

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.

15.2 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 15.2, 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.
- C. All vacation requests shall be in writing and submitted in advance of the day desired for approval by the immediate supervisor.
- D. 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.
- E. 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.
- F. 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.
- G. 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 his/her reduction to fewer than two hundred sixty/two hundred sixty-one (260/261)days.

ARTICLE 16 - SICK LEAVE

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

16.2 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.
- B. For example, a Member who works six (6) hours during his/her normal workday shall be credited with six (6) hours of sick leave monthly.
- C. In no case shall the accrual rate exceed a maximum of eight (8) hours per month.
- D. 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.
- E. 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 unaccrued sick leave shall be deducted from the Member's final salary.

16.3 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.

16.4 Sick leave shall be used in increments of not less than one-half (1/2) day in positions for which the District normally and routinely hires a substitute employee for the absent Member. Supervisors have the authority to grant exceptions to the half-day (1/2) rule, on an hourly basis, when the supervisor determines that there is minimal impact on the program. For positions which the District normally and routinely does not hire a substitute employee for the Member, sick leave may be granted on an hourly basis.

16.5 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. Within fifteen (15) days following the execution of this Agreement, or annually, between the dates of August 15 and August 31, inclusively, 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 three (3) 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 in August. All days left in the bank at the end of the year shall be carried over to the next year.
- C. Upon depleting personal sick leave and after obtaining a doctor's statement certifying a physical illness or injury rendering a Member unable to perform duties listed on a Member's job description for a period of more than ten (10) workdays, 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 for more than ten (10) consecutive days and a doctor has certified, in writing, the illness or disability.

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.

- D. A Member who meets the requirements described in C, 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.

- E. Requests for withdrawals from the sick leave bank shall be directed to the manager 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.
- F. 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.
- G. 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.

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ARTICLE 17 - COMPENSATION

17.1 Hourly Wage Schedules

All Members shall receive compensation based upon their placement on the attached hourly wage schedules at Appendix A and A-1.

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.

A. Increment

1. Employees (not applicable to Educational Assistants)

a. A two hundred sixty/two hundred sixty-one (260/261) day Employee shall receive a step increase on his/her anniversary month.

(1) 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.

b. 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 he/she began work on or before January 15 in the preceding school year.

2. Educational Assistants

An Educational Assistant shall receive a step increase upon return for the new school year, provided he/she began work on or before January 15 in the preceding school year.

3. In order to be eligible for a salary increment under Article 17.1, A, 1, b, and 17.1, A, 2, 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.

B. Anniversary Month

1. A two hundred sixty/two hundred sixty-one (260/261) day Employee shall have as his/her 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:

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.

17.2 Overtime (Exempt employees are not eligible for this Article)

- A. Authorization. All overtime worked shall be authorized in advance by the District.
- B. Rate of Pay

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:

1. 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.
2. 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 12:01 a.m. Monday and end midnight Sunday.

17.3 Compensatory Time Off (Exempt employees are not eligible for this Article)

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.

17.4 Seventh Day (Exempt employees are not eligible for this Article)

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.

17.5 Call Time (Exempt employees are not eligible for this Article)

Any Member called to work outside of his/her 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.

17.6 Shift Differentials (Exempt employees are not eligible for this Article)

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:

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

D. Notwithstanding the language of Article 17.6A, the parties agree that in addition to the established wage rates and instead of the hourly premium rates provided in Article 17.6A, the District shall pay Members in the classification of Computer Operator an hourly premium of five percent (5%) of their normal hourly wage rate for all hours worked on swing shift (3:15 P.M. to 11:45 P.M.). Such Members who work graveyard shift (11:30 P.M. to 7:30 A.M.) shall be paid an hourly premium of seven and one-half percent (7-1/2%) of their normal hourly wage rate.

17.7 Holiday Pay

If a Member works on one of the paid holidays as per this Agreement, the Member will receive the holiday pay (Article 15.1) 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.

Exempt employees will receive compensation for time worked on a contractual recognized holiday in the following manner:

1. If the employee does not perform any duties, they will receive the regular holiday pay.
2. 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.

17.8 Lead Differential

Employees who are required by their supervisor 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 a supervisor to regularly provide daily guidance, prioritize requests and schedule workload for other staff members. A crew leader has no supervisory or evaluation authority.

17.9 Bilingual Differential

Members in positions that require bilingual abilities will receive a five percent (5%) differential.

17.10 Higher Classification Assignment

Whenever a Member performs work for more than two (2) consecutive weeks 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.

17.11 Meal Breaks

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. Part-

Time Employees who work six (6) or more hours shall also be entitled to the same meal break benefits.

17.12 Educational Assistant Meal Breaks

Educational Assistants who are scheduled to work six (6) or more hours per day shall be entitled to an unpaid meal break provided they shall be on call to help supervise assigned students. In the event that an Educational Assistant is required to interrupt or forego his/her lunch break, the Educational Assistant may leave work before the scheduled quitting time in proportion to the amount of time he/she lost on the one-half (1/2) hour lunch break (up to thirty (30) minutes); provided, however, in such an occurrence the Educational Assistant shall report the early leaving before leaving work to the appropriate supervisor.

17.13 Rest Breaks

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.

17.14 Reduction in Hours

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 8, 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 8, 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.

17.15 Transportation Expenses

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.

17.16 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.

17.17 Payday

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

17.18 Retirement Contribution

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).

17.19 Choice of Payment Options

Each Member shall be paid on the basis of twelve (12) equal payments, except all active 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.

Newly employed Members must 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.)

17.20 Equal Paychecks

Members employed part-year will be paid on the basis of twelve (12) equal paychecks per work year, subject to the following definitions, conditions, provisions and procedures:

A. Definitions:

1. Fiscal Year: The twelve-month (12) period beginning with July 1 and ending with June 30.
2. 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.
3. 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.
4. 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.

- B. The part-year Member's anticipated annual earnings for work performed during a fiscal year will be paid to the part-year Member in twelve (12) consecutive, equal monthly paychecks beginning with the first paycheck for which the part-year Member is eligible in the fiscal year. (This date is determined on the basis of the part-year Member's first day of work after July 1.)
- C. The anticipated annual compensation amount will be computed by multiplying the part-year Member's daily rate times the number of days the part-year Member is scheduled to work or be otherwise compensated according to the part-year Member's work calendar.
- D. Adjustments for unpaid leave will be made in lump sum deductions from the payroll period during which the leave was taken or the one following. The remaining paychecks will not be affected by the adjustment.
- E. It will be the responsibility of the part-year Member to keep his/her 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 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 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.
- F. Except in the case of a part-year Member who is terminating or begins an extended unpaid leave of absence, a part-year Member may not arrange for a payoff of the remaining compensation due under the twelve month (12) paycheck plan when he/she has completed his/her work year.
- G. 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.
- H. No draws will be made for a part-year Member who is receiving equal paychecks.

17.21 Changes in Return to Work Dates

When a part-year Member's return to work dates change, the following provisions apply:

- A. 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) to 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.
- B. 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 his/her first paycheck for that fiscal year on the District's last working day of the following month.

17.22 Hourly Wage Schedules

- A. For-2015-2016, there will be a 2.5% increase to the salary schedule effective July 1, 2015. Eligible employees will move one (1) experience step.
- B. For 2016-2017, there will be a 3.0% increase to the salary schedule, effective July 1, 2016. Eligible employees will move one (1) experience step.
- C. For 2017-2018, there will be a 2.0% increase to the salary schedule, effective July 1, 2017. Eligible employees will move one (1) experience step.

17.23 Longevity Payment

Effective July 1, 2015, eligible employees will receive longevity payment for their years of employment to the District. The payment shall be calculated as a percent of gross salary, as designated in the salary table.

ARTICLE 18 - INSURANCE

18.1 The District agrees to provide the following insurance to full-time Members for the life of this Agreement.

18.2

A. Effective October 1, 2015 the District agrees to contribute up to the following dollar “caps” towards the purchase by full-time Members of health insurance:

Single	\$472.07 per month
Employee + Spouse	\$1084.45 per month
Employee + Child(ren)	\$1084.45 per month
Family	\$1272.45 per month

B. The District will pay the above-stated amounts regardless of which District-approved health insurance plans the Member selects. The District pays the “single” premium for all eligible Members. The District pro-rates premium contributions for spouse, child(ren) or family coverage for part-time Members.

C. 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 pro-rate health insurance contributions for part time status Members:

1. 1330 annual hours to 2080 annual hours = full time benefits
2. $600 \text{ annual hours to } 1329 \text{ annual hours} = \text{Member's scheduled annual hours} / 1520 \text{ annual hours} \times \text{full time benefits}$. For example:
 - a. A Member scheduled to work 600 annual hours; $600/1520$; Member receives 40% of full District insurance contribution.
 - b. A member scheduled to work 1329 annual hours; $1329/1520$; Member receives 87% of full District insurance contribution.

Member’s annual hours shall be determined by their forecasted, scheduled annual hours.

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.

The District pays premiums for dental coverage as follows:

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

Pro-rate premium for spouse, child(ren)
or family coverage.

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

- 18.3 For the period beginning October 1, 2016 (September payroll), the dollar “caps” on the District’s health insurance premium contributions set forth in section 18.2 will be increased by six percent (6%).
- 18.4 For the period beginning October 1, 2017 (September payroll), the dollar “caps” on the District’s health insurance premium contributions set forth in section 18.3 will be increased by six percent (6%).
- 18.5 The District agrees to pay \$300 per month for every employee agreeing to drop the district insurance plan, during open enrollment, explained in Section 18.2-18.4 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.
- 18.6 Rather than those benefits specified in subsection 18.2 above, part-time Members shall be provided single subscriber health insurance subject to the above caps, single subscriber dental, life and long-term disability coverages subject to the rules and regulations of the insurance carrier.
- 18.7 A part-year Member who takes unpaid leave during the months of June and December shall have the amount of the District's contribution to premiums in the following month reduced according to the following formula:
- $$\frac{\text{Number of unpaid leave days}}{\text{Number of days the Member was scheduled to work}} = \text{Percent of District contribution reduction}$$
- 18.8 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.
- 18.9 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.
- 18.10 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 18. 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 10 on or before June 30 of the pertinent calendar year.

- 18.11 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.
- 18.12 Subject to specific provisions of Article 8 Layoff, Section 8.4 Layoff Status Benefits, the District shall continue insurance benefit contributions for three (3) months (in accordance with the terms outlined in Article 8.4) following a Member's layoff.

ARTICLE 19 - PAYROLL DEDUCTIONS AND DUES CHECKOFF

19.1 Payroll 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 mechanical limitations of the District's payroll system. Examples of such payroll deductions may include:

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

- B. Members' payroll checks shall itemize all sources of pay and payroll deductions, within the mechanical limitations of the District.
- C. The District in providing payroll deductions assumes no responsibility beyond the practice stipulated in Item A of this Article.
- D. 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.
- E. 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 does not reenroll in the program in 2010-11, the Member is permanently ineligible for reenrollment in the program.),
 3. dependent daycare spending accounts, and
 4. health care spending accounts.
- F. 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 18.

19.2 Dues Check Off

- A. 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 total monthly fair share deductions will be remitted in the aggregate to the Union. The Union shall be obligated to furnish the District Human Resource Services Department and keep current the appropriate name and business address of the Union's agent, who will receive the total monthly deductions.
- C. Any Member who elects fair share status instead of Union membership is obligated to communicate in writing with the District Human Resource Services Department.
- D. The District shall provide monthly reports to dues and fair share payments.
- E. 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.
- F. The Union shall not be able to grieve any failure by a fair share member to comply with his/her obligation under this Article.
- G. Employees who are current Members at the signing of this Agreement or sign a Union membership card subsequent to the signing of this Agreement shall maintain their Union membership; however there shall be a ten (10) day window period each year during which the Member may drop their membership without penalty and become subject to the fair share agreement. The ten (10) day window period shall commence on the anniversary date of the signing of the Agreement. It is the responsibility of the Union to notify members, in writing, two weeks prior the opening of the ten (10) day window period.

ARTICLE 20 - WORKERS' COMPENSATION

- 20.1 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 18 for the two (2) calendar months which immediately follow the aforementioned applicable calendar month.
- 20.2 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 18 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 18 for the months of June and July.
- D. A Member sustains a compensable Workers' Compensation injury and continues to work more than one-half (1/2) of the total workdays 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 18 for the months of April and May.

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ARTICLE 21 - STAFF DEVELOPMENT

- 21.1 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.
- 21.2 A Member may request of the supervisor to participate in an activity other than a scheduled all-day in-service if the Member can demonstrate to the supervisor that he or she has 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.
- 21.3
- A. 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 related to the Member's work assignment and/or career development plan as defined in Article 17.22 and must be approved in advance by the District.
 - B. The District's maximum obligation and the pool of reimbursement funds are set at \$15,000 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 \$20,000.
 - C. 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.
 - D. 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.
 - E. Individual members will be eligible for up to \$900.00 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 \$900.00 per year amount.
- 21.4 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.

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ARTICLE 22 - 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).

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ARTICLE 23 - COMMITTEES

- 23.1 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.
- 23.2 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.

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ARTICLE 24 – UNION RIGHTS

24.1 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.

24.2 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.

24.3 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).

24.4 Union Information

The District agrees to provide a newly-hired Member with materials furnished by the Union. The Union will be responsible for keeping the District furnished with such materials.

24.5 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 ninety (90) calendar days of employment. The new employee with also be paid for up to thirty (30) minutes to speak to the Union representative.

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ARTICLE 25 - RECLASSIFICATION

25.1 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.

25.2 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, she/he 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 26 – PERFORMANCE EVALUATION

26.1 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.

26.2 Evaluation Process

- A. Employee work performance will be evaluated prior to the completion of his or her probationary period and every two (2) years thereafter. 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 his or her 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 are not subject to the grievance procedure.

ARTICLE 27 - NO STRIKE CLAUSE

- 27.1 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 discharge, any Member who violates the provisions of this Article.

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ARTICLE 28- DURATION OF AGREEMENT

- 28.1 This Agreement except Article 18 shall become effective July 1, 2015, and shall remain in full force and effect until June 30, 2018. Article 18 becomes effective on the dates specified within Article 18.
- 28.2 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.
- 28.3 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.
- 28.4 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, 2018. Negotiations will then commence on a mutually agreed-upon date.

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ARTICLE 29 - 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.

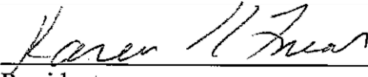
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ARTICLE 30 - EXECUTION/SIGNATURES


This Agreement is signed this 30th day of September, 2015 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

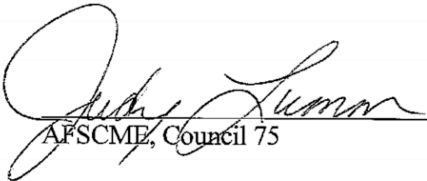
FOR THE DISTRICT



President



Board Chair



AFSCME, Council 75



Superintendent

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APPENDIX A
Hourly Wage Rates for
July 1, 2015 – June 30, 2016

COLA 2.50%

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	9.93	10.41	10.93	11.48	12.05	12.67	13.30	13.94
2	10.41	10.93	11.48	12.05	12.67	13.30	13.94	14.67
3	10.93	11.48	12.05	12.67	13.30	13.94	14.67	15.40
4	11.48	12.05	12.67	13.30	13.94	14.67	15.40	16.17
5	12.05	12.67	13.30	13.94	14.67	15.40	16.17	16.95
6	12.67	13.30	13.94	14.67	15.40	16.17	16.95	17.80
7	13.30	13.94	14.67	15.40	16.17	16.95	17.80	18.73
8	13.94	14.67	15.40	16.17	16.95	17.80	18.73	19.64
9	14.67	15.40	16.17	16.95	17.80	18.73	19.64	20.63
10	15.40	16.17	16.95	17.80	18.73	19.64	20.63	21.67
11	16.17	16.95	17.80	18.73	19.64	20.63	21.67	22.76
12	16.95	17.80	18.73	19.64	20.63	21.67	22.76	23.88
13	17.80	18.73	19.64	20.63	21.67	22.76	23.88	25.08
14	18.73	19.64	20.63	21.67	22.76	23.88	25.08	26.34
15	19.64	20.63	21.67	22.76	23.88	25.08	26.34	27.65
16	20.63	21.67	22.76	23.88	25.08	26.34	27.65	28.99
17	21.67	22.76	23.88	25.08	26.34	27.65	28.99	30.47
18	22.76	23.88	25.08	26.34	27.65	28.99	30.47	31.99
19	23.88	25.08	26.34	27.65	28.99	30.47	31.99	33.60
20	25.08	26.34	27.65	28.99	30.47	31.99	33.60	35.30
21	26.34	27.65	28.99	30.47	31.99	33.60	35.30	37.04
22	27.65	28.99	30.47	31.99	33.60	35.30	37.04	38.88
23	28.99	30.47	31.99	33.60	35.30	37.04	38.88	40.84
24	30.47	31.99	33.60	35.30	37.04	38.88	40.84	42.89
25	31.99	33.60	35.30	37.04	38.88	40.84	42.89	45.01

Longevity

10+ Years Employment	15+ Years	20+ Years	25+ Years	30+ Years
add 1.25%	1.50%	1.75%	2.00%	2.25%

APPENDIX A
Hourly Wage Rates for
July 1, 2016 – June 30, 2017

COLA 3.00%

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	10.23	10.73	11.25	11.82	12.42	13.05	13.70	14.36
2	10.73	11.25	11.82	12.42	13.05	13.70	14.36	15.11
3	11.25	11.82	12.42	13.05	13.70	14.36	15.11	15.86
4	11.82	12.42	13.05	13.70	14.36	15.11	15.86	16.66
5	12.42	13.05	13.70	14.36	15.11	15.86	16.66	17.46
6	13.05	13.70	14.36	15.11	15.86	16.66	17.46	18.34
7	13.70	14.36	15.11	15.86	16.66	17.46	18.34	19.29
8	14.36	15.11	15.86	16.66	17.46	18.34	19.29	20.23
9	15.11	15.86	16.66	17.46	18.34	19.29	20.23	21.25
10	15.86	16.66	17.46	18.34	19.29	20.23	21.25	22.32
11	16.66	17.46	18.34	19.29	20.23	21.25	22.32	23.44
12	17.46	18.34	19.29	20.23	21.25	22.32	23.44	24.60
13	18.34	19.29	20.23	21.25	22.32	23.44	24.60	25.83
14	19.29	20.23	21.25	22.32	23.44	24.60	25.83	27.13
15	20.23	21.25	22.32	23.44	24.60	25.83	27.13	28.48
16	21.25	22.32	23.44	24.60	25.83	27.13	28.48	29.86
17	22.32	23.44	24.60	25.83	27.13	28.48	29.86	31.39
18	23.44	24.60	25.83	27.13	28.48	29.86	31.39	32.95
19	24.60	25.83	27.13	28.48	29.86	31.39	32.95	34.61
20	25.83	27.13	28.48	29.86	31.39	32.95	34.61	36.36
21	27.13	28.48	29.86	31.39	32.95	34.61	36.36	38.15
22	28.48	29.86	31.39	32.95	34.61	36.36	38.15	40.04
23	29.86	31.39	32.95	34.61	36.36	38.15	40.04	42.06
24	31.39	32.95	34.61	36.36	38.15	40.04	42.06	44.17
25	32.95	34.61	36.36	38.15	40.04	42.06	44.17	46.36

Longevity

10+ Years Employment	15+ Years	20+ Years	25+ Years	30+ Years
add 1.25%	1.50%	1.75%	2.00%	2.25%

APPENDIX A
Hourly Wage Rates for
July 1, 2017 – June 30, 2018

COLA 2.00%

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	10.43	10.94	11.48	12.06	12.66	13.31	13.98	14.65
2	10.94	11.48	12.06	12.66	13.31	13.98	14.65	15.41
3	11.48	12.06	12.66	13.31	13.98	14.65	15.41	16.17
4	12.06	12.66	13.31	13.98	14.65	15.41	16.17	16.99
5	12.66	13.31	13.98	14.65	15.41	16.17	16.99	17.81
6	13.31	13.98	14.65	15.41	16.17	16.99	17.81	18.71
7	13.98	14.65	15.41	16.17	16.99	17.81	18.71	19.67
8	14.65	15.41	16.17	16.99	17.81	18.71	19.67	20.63
9	15.41	16.17	16.99	17.81	18.71	19.67	20.63	21.68
10	16.17	16.99	17.81	18.71	19.67	20.63	21.68	22.76
11	16.99	17.81	18.71	19.67	20.63	21.68	22.76	23.91
12	17.81	18.71	19.67	20.63	21.68	22.76	23.91	25.09
13	18.71	19.67	20.63	21.68	22.76	23.91	25.09	26.35
14	19.67	20.63	21.68	22.76	23.91	25.09	26.35	27.68
15	20.63	21.68	22.76	23.91	25.09	26.35	27.68	29.05
16	21.68	22.76	23.91	25.09	26.35	27.68	29.05	30.45
17	22.76	23.91	25.09	26.35	27.68	29.05	30.45	32.02
18	23.91	25.09	26.35	27.68	29.05	30.45	32.02	33.61
19	25.09	26.35	27.68	29.05	30.45	32.02	33.61	35.30
20	26.35	27.68	29.05	30.45	32.02	33.61	35.30	37.09
21	27.68	29.05	30.45	32.02	33.61	35.30	37.09	38.92
22	29.05	30.45	32.02	33.61	35.30	37.09	38.92	40.85
23	30.45	32.02	33.61	35.30	37.09	38.92	40.85	42.90
24	32.02	33.61	35.30	37.09	38.92	40.85	42.90	45.06
25	33.61	35.30	37.09	38.92	40.85	42.90	45.06	47.29

Longevity

10+ Years Employment	15+ Years	20+ Years	25+ Years	30+ Years
add 1.25%	1.50%	1.75%	2.00%	2.25%

APPENDIX B
MULTNOMAH EDUCATION SERVICE DISTRICT
POSITION ALIGNMENT
Effective 7/1/2015

RANGE 1	CLASS Assistant Caregiver, HHS CDC Cook Assistant
RANGE 2	CLASS
RANGE 3	CLASS
RANGE 4	CLASS Administrative Assistant I
RANGE 5	CLASS Attendant Custodian I
RANGE 6	CLASS Accounting Assistant I Cook Technology Support Technician I
RANGE 7	CLASS Administrative Assistant II Caregiver, HHS-CDC Classroom Assistant Customer Support Analyst I Music Studio Classroom Assistant School Health Assistant
RANGE 8	CLASS CNA/Classroom Assistant Custodian II Early Childhood Mentor Developer Family Support Assistant Health Screener
RANGE 9	CLASS Accounting Assistant II Administrative Assistant III Custodian II/Driver Driver/Clerk

Educational Assistant IA
Educational Assistant IA ECSE
Educational Assistant IA-Migrant Ed.
Grant & Contract Acct. Assistant
Health & Fit Assistant
High Speed Digital Printer Operator/Bindery Technician
Instructional Materials Purchasing Assistant

RANGE 10 CLASS

Development Assistant
Driver Freight Receiver
Educational Assistant IB
Educational Assistant IB (Male)
Digital Offset Press Operator
G.E.D Tutor
Program Spec. Assistant

RANGE 11 CLASS

Accounting Assistant III
EI/ECSE Intake Assistant
Educational Assistant II/Home School Migrant Ed. Program
Educational Assistant II/Music Technology
Educational Assistant Spanish Speaking
Graphic Artist
Payroll Specialist I
Student Service Assistant
Translator Interpreter/Spanish

RANGE 12 CLASS

Administrative Assistant IV
Alternative H.S. School to Work Liaison
Bilingual Campus Safety Monitor Alternative Education
Bilingual Student Attendance Liaison
Campus Safety Monitor Alternative Ed.
Campus Safety Monitor Dept. of Instruction
Employment Training Technician
Environmental Education Operations Specialist
Food Service Assistant
Marketing and Communication Assistant
Outreach and Eligibility Specialist
Program Specialist ODS
Student Attendance Liaison
Youth Transition Liaison

RANGE 13 CLASS

Customer Support Analyst II
Payroll Specialist

- RANGE 14 CLASS
 Administrative Assistant V
 Alternative Pathways College Transition Advocate
 Application/Medicaid Support Analyst
 Buyer/Purchasing Application Support Analyst
 G.E.D. Examiner
- RANGE 15 CLASS
 Certified Occupational Therapy Assistant (COTA)
 Certified Occupational Therapy Assistant (COTA) ECSE
 Customer Support Analyst III
 Licensed Physical Therapy Assistant (LPTA)
 Licensed Physical Therapy Assistant (LPTA) ECSE
 Licensed Practical Nurse
 Senior Accountant
 Senior Payroll Specialist
 Speech Language Pathology Assistant
 Technology Support Technician II
- RANGE 16 CLASS
 Technical Trainer/Writer
- RANGE 17 CLASS
- RANGE 18 CLASS
 Application Developer Apprentice
- RANGE 19 CLASS
- RANGE 20 CLASS
- RANGE 21 CLASS
 Application Developer
 Application Developer/Student Data Coordinator
 Research & Development Project Analyst
- RANGE 22 CLASS
- RANGE 23 CLASS
- RANGE 24 CLASS
 Systems Administrator/Developer (Exempt)
- RANGE 25 CLASS
 Wide Area Network Administrator (Exempt)

APPENDIX C
MULTNOMAH EDUCATION SERVICE DISTRICT
AFSCME, LOCAL 1995
GRIEVANCE APPLICATION- STEP ONE*

Member's Name _____ Position _____

Home Address _____

What provision(s) of the Agreement are you contending have been violated?

State as specifically as possible the nature of the problem. Please include persons involved, date, time, location and other information which may be helpful in resolving the matter.

What solution are you seeking which would be acceptable?

What steps have been taken in trying to resolve this matter?

Grievant

Date

*Substitute forms may be used as long as the information required in this form (Appendix C) and in Article 6, Grievance Procedure, is provided to the District.

Copy Distribution:

- Supervisor
- Grievance file, District Human Resource Services Department
- Grievant and Representative

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APPENDIX D
JOB GROUPS FOR USE IN REDUCTION IN FORCE

Effective 7/1/2015

SECRETARIAL/CLERICAL SERVICES GROUP
(Unlimited Bumps)

Accounting Assistant I
Accounting Assistant II
Accounting Assistant III
Administrative Assistant I
Administrative Assistant II
Administrative Assistant III
Administrative Assistant IV
Administrative Assistant V
Development Assistant
Environmental Education Operations Specialist
Grant and Contract Acct.-Assistant
Instructional Materials Purchasing Asst.
Marketing and Communication Assistant
Outreach and Eligibility Specialist
Payroll Specialist
Payroll Specialist I
Program Specialist ODS
Program Specialist Assistant
School Health Assistant
Senior Accountant
Senior Payroll Specialist

STUDENT SUPPORT AND CLASSROOM SERVICES GROUP

Alternative H.S. School To Work Liaison
Alternative Pathways College Transition Advocate
Assistant Caregiver, HHS CDC
Bilingual Student Attendance Liaison
Bilingual Campus Safety Monitor Alternative Education
Campus Safety Monitor Alternative Ed.
Campus Safety Monitor Department of Instruction
Caregiver, HHS-CDC
Classroom Assistant
CNA/Classroom Assistant
Early Childhood Mentor Developer
EI/ECSE Intake Assistant
Educational Assistant – IA
Educational Assistant IA ECSE

Continued

Educational Assistant – IA, Migrant Ed.
Educational Assistant – IB
Educational Assistant – IB (Male)
Educational Assistant II/Home School Migrant Ed Prgm.
Educational Assistant II/Music Technology
Educational Assistant Spanish Speaking
Employment Training Technician
Family Support Assistant
Food Service Assistant
G.E.D. Examiner
G.E.D. Tutor
Health and Fitness Assistant
Music Studio Classroom Assistant
Student Attendance Liaison
Student Service Assistant
Technology and Music Production Assistant
Translator Interpreter/Spanish
Youth Transition Liaison

TECHNICAL GROUP**(Unlimited Bumps Within Group)**

Application Developer
Application Developer/Student Data Coordinator
Application Developer Apprentice
Application/Medicaid Support Analyst
Audiology Assistant
Buyer Purchasing Application Support Analyst
Certified Occup. Therapist Asst. (COTA)
Certified Occup. Therapist Asst. ECSE
Customer Support Analyst I
Customer Support Analyst II
Customer Support Analyst III
Health Screener
Licensed Physical Therapist Assistant (LPTA)
Licensed Physical Therapist Assistant ECSE
Licensed Practical Nurse
Research & Development Project Analyst
Speech Language Pathology Assistant
Systems Administrator/Developer (Exempt)
Technology Support Technician I
Technology Support Technician II
Technical/Trainer Writer
Wide Area Network Administrator (Exempt)

MANUAL GROUP
(Unlimited Bumps Within Group)

Attendant
Cook
Cook Assistant
Custodian I
Custodian II
Custodian II/Driver
Driver/Clerk
Driver/Freight Receiver
Graphic Artist
High Speed Digital Printer Operator/Bindery Technician
Digital Offset Press Operator

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MEMORANDUM OF UNDERSTANDING

The District retains its rights to amend and update the position alignments set forth in Appendix B and the job groups set forth in Appendix D. Notwithstanding, the District does agree to discuss changes in position alignments and the updating of job groups with the Union, upon its request, at meetings of the Labor-Management Committee.

FOR THE UNION

FOR THE DISTRICT

President

Board Chair

AFSCME, Council 75

Superintendent

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