

Initial Proposal

APRIL 24, 2023

Association of Salem Keizer Education Support Professionals

Mission Statement

Our goal is to advocate for Education Support Professionals and to unite our members to fulfill the promise of public education to prepare every student to succeed in a diverse and interdependent world. We believe that a well-rounded public education should prepare students for career/college and full participation as an active and informed community member, regardless of race, class, ethnicity, gender, sexual orientation or zip code. We also recognize that a well-rounded public education includes, but is not limited to giving students a strong start, and providing students with an enriched, diverse and comprehensive whole-child education that allows them to:

- obtain essential knowledge and skills
- engage in critical/creative thinking
- develop independent inquiry skills and an appreciation for the arts, music and literature
- improve their physical/emotional health
- develop academic discipline/proficiencies
- develop and use information literacy skills to become career/college ready, and
- prepare for leadership roles in their communities.

We believe as individuals we are strengthened when we work together for the common good. As Education Support Professionals, we improve both our professional status and the quality of public education when we unite and advocate collectively. By becoming active participants in our association, members become part of something larger than themselves. Thank you to all of our members!

~~Our goal is to empower productive, ethical, self-confident community members who are ready to participate in a free and democratic society.~~

--ASK ESP Bargaining Team

ARTICLE 1

RECOGNITION

A. Recognition

1. The Salem-Keizer School District, herein referred to as "District", recognizes the Association of Salem Keizer Education Support Professionals, herein referred to as "Association", as the sole and exclusive bargaining agent for all Education Support Professional employees of the Salem-Keizer School District 24J, excluding:
 - a. Employees recognized or certified as being in a separate Salem-Keizer School District 24J bargaining unit;
 - b. Casual employees; and
 - c. Supervisory, Confidential, and Professional-Technical employees, as defined in ORS 243.650(6), (16) and (23).
2. The parties hereby agree that casual employees for purposes of Section A. 1. a. shall mean substitutes, District students, seasonal grounds crew, as well as persons employed by the District as temporary employees on an irregular basis who work one thousand (1,000) hours or less during a fiscal year. Casual employees shall not be included in the bargaining unit.
3. For the purpose of this Agreement, substitutes are defined as those irregular employees called in to replace regular employees on excused absences (i.e., sick leave, vacation, etc.) or to cover for short-term vacancies during the hiring process.

~~B. Limited Term Employees~~

- ~~1. Limited term employees are employees, exclusive of substitutes and District students, who work more than six hundred (600) hours during a fiscal year in a position which lacks permanent funding or for positions vacant due to long term absence of a regular employee. Limited term employees scheduled to work more than six hundred (600) hours shall be considered unit members from the beginning of their employment. Other employees meeting this requirement shall be included in the bargaining unit as of the beginning of the next succeeding month and the union shall be so notified. Limited Term employees shall enjoy all the rights of the collective bargaining agreement, except Article 18, Layoff and Recall. Limited Term employees shall retain their assignments for the funding duration of the position subject to satisfactory completion of the probationary period and shall be eligible for insurance coverage during summer recess if eligible and previously enrolled.~~
 - ~~a. Instructional Assistants and Special Programs Instructional Assistants will become regular District employees after serving in a limited term capacity for three (3) consecutive school years (must have worked at least one hundred thirty five (135) days per year in a bargaining unit~~

~~position). The number of regular hours for those Instructional Assistants who attain regular status will be dictated by their last assignment prior to attaining regular status.~~

- ~~b. On the date a limited term employee attains regular status all rights and privileges of regular employees shall apply, including Article 18, Layoff and Recall. The seniority date for such employees will be the date on which the employee began continuous employment (excepting summer break periods) with the District as a limited term employee immediately prior to becoming a regular employee.~~
- ~~c. Limited term employees in instructional special needs, one-on-one assignments whose students have left the program during the course of the school year may be reassigned to a vacant one-on-one position on a temporary basis for the remainder of the school year. The reassignment may occur without observance of the normal transfer procedures.~~
- ~~d. Limited term employees in instructional special needs, one-on-one assignments who are not scheduled to work due to the absence of the student for longer than five (5) consecutive days will be considered for work as District substitutes (at the employee's regular rate of pay) if work is available. If the student returns and the one-on-one limited term employee is reassigned to the student, the substitute work will be counted towards the accumulation of one hundred thirty five (135) days.~~

~~2. Regular employees who accept limited term assignments shall retain their regular status and shall enjoy all rights of the collective bargaining agreement.~~

- ~~a. Regular employees in instructional special need, one-on-one assignments whose students are absent will be reassigned for the duration of the absence or be given preference for substitute work at the employee's regular rate of pay when there are unassigned positions or substitute assignments available.~~

~~3. The District may create and continue a limited term position for a maximum of five (5) consecutive years. If the position will continue after five (5) years, it will become a regular position and will be filled through an open competitive selection process.~~

C. Temporary Employees

1. If a temporary position is scheduled to continue the following school year, the supervisor may request to retain the temporary employee without advertising the vacancy or interviewing candidates. The temporary employee is not obligated to accept the continuing position.
2. If the employee is retained, and was hired as a temporary employee before January 1st of the previous school year, they will receive a step increase effective with their start date in the new school year. If the retained temporary

employee was hired January 1st or later in the previous school year, no step increase will be given.

3. A retained temporary employee whose continuing assignment is scheduled to last more than six hundred (600) hours during a fiscal year shall attain Limited Term status from the beginning of their continued employment.
4. Other temporary employees who meet the six hundred (600) hour requirement during the course of their assignment shall be included in the bargaining unit as of the beginning of the next succeeding month and the union shall be notified.

5. If a District employee is hired for "seasonal" summer work they will be paid at their standard rate of pay for their current district held position.

D. Definition

For the purpose of this Agreement, "employee" shall refer to all unit members represented by the Association as defined above.

E. Agreement

The Board agrees not to negotiate with or recognize any organization other than the Association for the duration of this agreement, unless the Association is decertified or a change of representative is certified by the Employee Relations Board.

F. Probation

An employee who has not completed their initial probationary period shall not be eligible for the benefits of paid subpoena leave, paid personal leave, or unpaid leaves of absence; does not have transfer rights under Article 17 or layoff/recall under Article 18; and may not use accumulated vacation time except during recess periods (winter, spring, and summer breaks), when they may sell off accrued vacation time. The District's right to terminate a probationary employee with or without cause is not grievable.

ARTICLE 2 DISTRICT RIGHTS

A. Rights

1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the District retains all of its customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of the District. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement, and the District retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The District shall have no obligation to negotiate with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement, and closed to further negotiation for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.

2. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:

a. To determine the services to be rendered to the citizens of the District.

b. To determine and to follow the District's financial, budgetary, and accounting procedures.

c. To direct and supervise all operations, functions, and policies of the departments in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the District as they may affect employees in the bargaining unit not in violation of this Agreement.

d. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.

e. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes, and manner of performing work; the right to hire, promote, transfer, and retain employees as in accordance with this Agreement; the right to lay off in accordance with the layoff article in this Agreement; the right to abolish positions or reorganize departments; the right to determine schedules of work not in violation of this Agreement; the right to purchase, dispose of, and assign equipment or supplies.

f. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.

g. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment not in violation of this Agreement.

h. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

~~l. To contract or subcontract work as may be determined by the District, provided that as to work which is exclusively performed by employees in the bargaining unit, the District agrees to notify the Association and upon demand bargain the decision for a period of ninety (90) days. Bargaining shall continue until settlement or the end of the ninety (90) day period. ORS 279B.055.~~

i. Subcontracting:

i. The District agrees to not subcontract out work currently performed by members of the bargaining unit in any way that causes layoffs, reduced regular hours, termination, loss of employment, or elimination of any bargaining unit positions.

ii. Subcontracting Currently in Progress: Subcontracting that does not have the purpose or effect of displacing Association-represented employees that is currently in progress upon ratification of this agreement may continue until the conclusion of District agreements or contracts with subcontractors or subcontracting organizations. Upon conclusion of District agreements or contracts with subcontractors or subcontracting organizations, the District will assess if work performed by the subcontractor or subcontracting organizations can be performed by bargaining unit members prior to renewal of those contracts.

iii. New District Subcontracting: At least 60 days prior to engaging in subcontracting, entering into agreements, or renewing contracts with entities for the purposes of subcontracting work that does not have the purpose or effect of displacing Association-represented employees, the District shall solicit the input of the Association regarding the type of work needed and if it is feasible for the

District to create bargaining unit positions capable of performing the needed work.

- j. To assign shifts, workdays, hours of work and work locations in accordance with this Agreement.
- k. To assign and designate all work duties.
- l. To introduce new duties within the unit.
- m. To determine the need for and the qualifications of new employees, transfers, and promotions, not in violation with this agreement.
- n. To discipline, suspend, demote, or discharge an employee for cause in accordance with the discipline article of this agreement.

ARTICLE 3 ASSOCIATION RIGHTS

A. Association Responsibility

The Association shall represent all employees in the bargaining unit.

B. Association Membership

Membership or non membership in the Association shall be the free, independent choice of each member of the bargaining unit.

1. The parties agree that dues deduction authorizations are solely between the Association and the bargaining unit member. The dues deduction authorization is independent of membership status. Dues deduction authorization may be in writing, telephonic communication, or electronic record.
2. A dues deduction authorization remains in effect until the bargaining unit member revokes with the Association (not the District) as provided by the terms of the agreement with the Association.
3. The District shall provide the Association with the names of all employees that are new, terminated, retired or on leave for more than thirty (30) days on a monthly basis and a layoff report will be provided if employees are in layoff status.

C. Access to Members/New Hire Orientation

- ~~1. Association representatives may meet with bargaining unit members outside of the workday without limit to address Association business.~~
- ~~2. The District agrees that Association representatives will meet, without loss of pay/benefits, with newly hired ESP employees for 30-120 minutes within 30 days of hire for new hire orientation. Association representatives may use school facilities for those meetings so long as it does not interfere with the District's operation.~~
- ~~3. Association representatives may meet with Education Support Professionals during the workday whenever ESP's are not responsible for student support/supervision or attending other District-directed activities.~~
 - ~~a. Permissible time for Association access during the workday includes:~~
 - ~~i. Non-student contact time before/after the student instructional day starts, so long as the ESP is not responsible for student support/supervision or otherwise engaged in a District-directed activity.~~
 - ~~ii. ESP preparation time or other similar "ESP-directed" time including "ESP-directed" time on grading days and in-service days, with the ESP's permission. ESP's who choose to meet with the Association during their preparation period shall not be entitled to additional compensation~~

pursuant to Article 7-B.

- iii. ~~The ESP's duty-free lunch.~~
 - iv. ~~For non-classroom-based Education Support Professional (i.e. Sign Language Specialist, Behavior Specialists, Special Education Specialists, Office Managers, Translators), all work time except time expressly scheduled for a work activity (i.e. meetings with parents or other educators/ESP's).~~
- b. ~~Association representatives may not meet with ESP's during "District-directed" activities or while supporting/supervising students.~~
- i. ~~"District directed activities" include, but are not limited to, staff meetings, PLC meetings, and IEP meetings. If an Association representative seeks to meet with an ESP when a District directed activity is scheduled (unless previously arranged or covered as Association release time), the District has no obligation to release the ESP.~~
 - ii. ~~"Student support/supervision" includes instructional time and assigned duty time but does not include other time when a student may "drop in" to an ESP's assigned classroom at the ESP's discretion.~~
- c. ~~Association access during the workday may not unreasonably interfere with an ESP's ability to complete work-related tasks. Administrators will be encouraged to communicate directly with Association representatives if they have concerns. If the concerns are unresolved, then they may be addressed in a Labor Management meeting.~~
- d. ~~Association representatives do not need to seek permission before entering a District building but agree to provide reasonable advance notice when appropriate provided that such facility is not required for regular use. In addition, Association representatives will sign in/out of buildings as directed by office staff.~~
- e. ~~Authorized representatives of the Association will be designated by ASK-ESP and may include Oregon Education Association or Nation Education Association employees, volunteers, and retirees. However, any Association representative entering the school building will be subject to whatever background check and/or policies which are generally required for adults entering a District building, who are not working directly with students. In addition, prior to have access to a building, the Association will provide the District with an updated list of Association representatives, names of authorized volunteers, and retirees in advance. Authorized Association representatives will be provided with visible ASK-ESP identification.~~
4. ~~Once monthly, an Association representative may request to be placed on the agenda of a regularly scheduled building led meeting even if the meeting includes some professional development, or for District wide meetings held for non-classroom-based Education Support Professionals (i.e. Sign Language Specialists, Behavior Specialist, Special Education Specialists, Office Managers, Translators), for the first 15 minutes of an a.m. meeting or last 15 minutes of a p.m. meeting, or as agreed upon by the Association representative and the~~

building Administrator. The District will approve the request and Administrators will not remain in attendance at the Association meeting unless invited.

5. Upon request by the Association, the District agrees to co-present with the ASK ESP leadership once per year during the HR Clinic on mutually agreed upon labor issues. The District may invite ASK ESP leadership to attend additional HR Clinics.
6. The District agrees that Building Administrators will extend an invitation to one of the ASK ESP's identified building representatives to participate on the Building Leadership Team. The Association shall notify the building Administrator of the names of the building representatives no later than October 15th and invitations to participate will be extended by November 1st. In the event there is no identified building representative available to serve, the Association may identify a replacement in the building. Administrators will invite participation within two school weeks of the Association providing names of building representatives.
7. In addition, on request, an Association Representative shall be allowed to make brief announcements and respond briefly to questions during professional development meetings.

C. Access to Employees and New Employee Orientations

1. The District shall be required to conduct a new employee orientation at least once per calendar month. The Association will be provided, at least one week in advance of the new employee orientation, a list of employees scheduled to attend the required monthly new employee orientation. The Association will be allotted not less than thirty (30), nor more than one hundred twenty (120) minutes, during the orientation to meet with new employees without loss of employee compensation or leave benefits, and new employees shall be paid their regular rate of pay for their participation in the orientation. The District and the Association will mutually agree to the time and day the Association will meet with the new employees.
2. Subsequent to the new employee orientation, the Association has the right to meet with any new employee(s) who do not attend the new employee orientation within thirty (30) calendar days from the date of hire, at individual or group meetings, for a period of not less than thirty (30) minutes nor more than one hundred twenty (120) minutes. For the duration of the meeting, participants shall suffer no loss of employee compensation or leave benefits, and new employees shall be paid their regular rate of pay for their participation in these meetings. The meeting shall be at a time and place set by the Association, provided that the meetings do not interfere with District's operations.

3. The District shall provide the Association, including designated OEA staff, reasonable access to members. For purposes of this agreement, "reasonable access to members" includes, but not limited to:
- a. The right to meet with members during members' regular work hours at the members' regular work location to investigate and discuss grievances, workplace-related complaints, and other matters related to employment relations.
 - b. The right to conduct meetings at the members' regular work location before or after the members' regular work hours, during meal periods, and during any other break periods.
 - c. The Association may hold the meetings described in this section at a time and place set by the Association, provided that the meeting does not interfere with the District's operations.
4. Once monthly, an Association representative may request to be placed on the agenda of a regularly scheduled building led meeting even if the meeting includes some professional development, or for District-wide meetings held for non-classroom-based Education Support Professionals (i.e. Sign Language Specialists, Behavior Specialist, Special Education Specialists, Office Managers, Translators), for the first 15 minutes of an a.m. meeting or last 15 minutes of a p.m. meeting, or as agreed upon by the Association representative and the building Administrator. "District-wide meetings" shall be defined as any District department meeting, a meeting where the majority of employees from a job classification or multiple job classifications are in attendance, or the majority of a job classification or multiple job classifications from a school level (elementary or secondary) are in attendance. The District will approve the request and Administrators will not remain in attendance at the Association meeting unless invited.
5. Upon request by The Association, and the District agrees to co-present with the ASK ESP leadership once twice per year during the HR Clinic on mutually agreed upon labor issues. The District may invite ASK ESP leadership to attend additional HR Clinics.
6. The District agrees that Building Administrators will extend an invitation to one of the ASK ESP's identified building representatives to participate on the Building Leadership Team. The Association shall notify the building Administrator of the names of the building representatives no later than October 15th and invitations to participate will be extended by November 1st. In the event there is no identified building representative available to serve, the Association may identify a replacement in the building. Administrators will invite participation within two school weeks of the Association providing names of building representatives.
7. In addition, on request, an Association Representative shall be allowed to make brief announcements and respond briefly to questions during professional development meetings.

D. Access to Membership Information

1. The District agrees to provide, in an editable digital format agreed to by the parties, contact information for each bargaining unit member including:
 - a. First/middle initial/last name
 - b. Mailing addresses
 - c. Phone numbers
 - d. Email addresses

2. The District agrees to provide, in an editable digital format agreed to by the parties, employment information for each bargaining unit member including:
 - a. Date of hire
 - b. Job title
 - c. Salary
 - d. Work site location, **including specific work location assignment(s) for department-based employees**
 - e. FTE
 - f. Work phone number
 - g. Work email
 - h. Employee identification number
 - i. Estimated work year/calendar days

3. The District agrees to provide, in an editable digital format agreed to by the parties, the required contact and employment information within 10 days of the date of hire for new employees, and every 120 days for current employees.

E. Use of Copier/Facsimile Equipment

Upon advance request, the Association may be allowed use of the District's copier/facsimile equipment for duplicating materials; provided such equipment is not required for regular use and the Association pays for all costs for duplicating materials and printing.

F. Bulletin Board Space

The **Association shall have, in each building** agrees to allow the Association in each District facility, the exclusive use of a bulletin board. **The Association and the building administrator shall** or portion thereof or mutually **agree on an** acceptable space for communicating with employees. All notices, memorandums, and publications shall be clearly labeled as Association material and shall bear the name and signature of the authorizing Association official.

G. Use of Mail Boxes and District Email

1. The Association shall have the right to use building mail boxes for purposes of communications with employees so long as such communications are

labeled as Association materials. Materials other than those originating from the Association office shall contain the name of the authorizing Association official.

2. Interschool mail facilities including the email system may be used by the Association to communicate with bargaining unit employee regarding: 1) collective bargaining; 2) grievances and other disputes relating to employment relations; and 3) all matters involving Association governance and business. District policy/practices governing computer/email usage shall apply.
3. The District agrees to add a clearly identifiable link to the Association website accessible to current and potential ESP employees, and any page that lists external partners. The link shall include the Association's full name and provided logo.

H. Association Leave

The District will grant the Association and its members a total of ~~four hundred forty (440)~~ **one thousand (1,000)** hours leave for ASK ESP business during the regular school year (~~five hundred sixty hours (560)~~ **one thousand two hundred (1,200) hours** during a bargaining year). An additional ~~one hundred twenty (120)~~ **One hundred seventy six hours (176)** hours will be granted during the summer months (**June 15-Labor Day**) for ASK ESP use. Association leave will be limited to ~~eight (8)~~ **to twelve (12)** days per year for any one (1) individual, **except for the Association Vice President, who will not have a limit on the total number of days of leave they are allowed to use.** ASK ESP will reimburse the District for each member at a rate equivalent to step one (1) of the pay range for each member's classification for each day of leave used.

I. Representative Assembly/Executive Board Leave

The District shall provide up to four (4) hours per month for officers and building representatives to attend executive board and representative assembly meetings. Such provision applies only to members who need to be released from work between 5 p.m. and 10 p.m. The Association will reimburse the District for the cost of the employees' time at each employee's hourly rate multiplied by the number of hours off work. Advance approval from each employee's supervisor is required at least one (1) week in advance. In emergency situations, where one (1) week advance notice is not possible, the Association shall contact the Human Resources office to request a waiver of the one (1) week notification requirement.

J. Leave for Elected/Appointed Position in OEA/NEA

Should an Association member be elected or appointed to an OEA or NEA position which requires absence from work, the ASK ESP President shall request a meeting with the District to discuss arrangements for unpaid leave time.

K. Association President Leave

1. Upon request by the Association prior to June 1st, the District will grant the Association President a leave of absence without pay for the following fiscal year. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the Association President shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the District. Furthermore, the Association President shall accrue benefits in the same manner that they would have accrued benefits had they remained actively employed in the District. This unpaid leave shall be for the President to carry out the statutory duties of the Association as exclusive representative in collective bargaining, contract administration and grievance processing during the life of the contract and related activities bearing a direct relationship to labor-management relationships between the Association and the District. Such leave shall be granted upon request of the Association President prior to June 1st of the year preceding the school year in which the leave is to be taken.
2. ~~The District shall continue to pay the President as if they were employed in the position held prior to the leave.~~ The Association will report to the District the annual pay for the Association President and the District will coordinate payment, spread over the number of months (i.e. 10, 11, or 12) specified by the Association. The Association shall reimburse the District the total cost (i.e. salary, payroll, and fringe benefits) paid to the President.

3. In the event that the President needs to take a leave of absence, the Association Vice President, at the discretion of the Association, will be temporarily granted a leave of absence up to 40 hours per week, also at the discretion of the Association, to fulfill the duties of the President, in accordance with this agreement.

4. Association Business

- a. **Whenever any representative of the Association or any educator participates with prior notice to the administration during working hours in negotiations, grievance proceedings, conferences, or meetings called by administration in which employee attendance is required, they shall be released and shall suffer no loss in pay. Additionally, the Association will not be required to use association leave, as described in Section H above, for employees to attend these meetings.**
- b. **The District shall grant employees who are designated representatives reasonable time to engage in the following activities during the public employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits;**
 - i. **Investigate a process, grievance, or other workplace related complaint on behalf of the Association;**
 - ii. **Attend investigatory meetings and due process hearings involving represented employees;**
 - iii. **Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment**

Relations Board:

- iv. **Act as a representative of the Association for employees within the bargaining unit for the purposes of collective bargaining;**
- v. **Attend labor-management meetings held by a committee composed of employers, employees and representatives of the Association to discuss employment relations matters;**
- vi. **Provide information regarding a collective bargaining agreement to newly hired employees at the employee orientations or at any other meetings that may be arranged for new employees;**
- vii. **Perform any other duties agreed upon by the District and the Association in a collective bargaining agreement or any other agreement;**
- viii. **Testify in a legal proceeding in which the public employee has been subpoenaed as a witness;**

L. Information

1. In compliance with ORS 243.672 (1) (e) and (2) (b) the District and the Association will, upon request, provide each other with any information of probable or potential relevance to a grievance or other contractual matter or information reasonably necessary to allow meaningful bargaining by the parties. Each party will pay the costs of research and copying of any requested information that is not readily available.

2. The District shall notify the Association President of the following personnel actions: job openings, transfers, hires, resignations, and retirements within ten (10) days following the action.

M. Membership on Committees

- 1. Members of the Association of Salem-Keizer Education Support Professionals bargaining unit shall be included on the following joint committees:
 - a. Calendar Committee (at least ~~4~~ **one** members)
 - b. Safety Committee (2 members)
 - c. Education Support Professionals Sick Leave Bank Committee (3 members)
 - d. Education Support Professionals Staff Development Committee (3 members)
 - e. PACE Committee (**at least 4 members**)
 - f. **Training Needs Assessment and Training Committee (3 members)**
 - g. **Reclassification Committee (3 members)**
 - h. **PD and Training Committee (3 members)**
 - i. **Workload Committee (3 members)**
- 2. The Superintendent **Association** shall make **member** appointments to the above named Committees from lists submitted by the Association.

N. Fingerprinting

The District agrees to pay for the cost charged by agencies for employee fingerprinting and the accompanying criminal background checks required by TSPC, the District, and/or the ODE.

O. Labor-Management Team

1. 1.The purpose of the labor-management team is to facilitate communication between the Association and the District.
2. The parties agree to hold Association-District Labor Management meetings at least bi-weekly to discuss labor issues and facilitate solutions to problems. The parties may mutually agree to cancel or postpone a scheduled meeting.
3. The labor management team shall not have the authority to engage in negotiations, nor will it act as a substitute for the grievance procedures outlined in Article 24 of this agreement. This does not preclude the discussion of issues or concerns in an attempt to avoid future grievances.
4. The labor-management team shall deal informally with any issues brought forward by either party.

ARTICLE 4 EMPLOYEE RIGHTS

A. Just Cause

The Association recognizes the right to discipline employees. However, no employee will be disciplined, reprimanded in writing, suspended, terminated or reduced in rank or compensation without just cause.

B. Investigative Meetings

1. Notification of an investigative meeting will include a description of allegations of concerns sufficient to inform the employee of the reason for the meeting.
2. An employee shall be entitled to have present a representative of the Association during any investigatory meeting or any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, the meeting will be postponed if necessary to allow the employee to obtain representation but need not be postponed more than twenty-four (24) hours. The employee or representative may inquire, at the start of such meeting, regarding its purpose, including inquiring about the general subject matter of the questioning to follow.
3. The determination of any investigative meeting shall be communicated to the employee no later than ten (10) working days. The parties agree to provide extensions of this notice period upon request.
4. Investigations into allegations of employee misconduct must be initiated by the District within 20 working days of the District's knowledge of the alleged misconduct.

C. Organizing

Education Support Professional Employees shall have the right to participate in Association activities as provided by Public Employees Collective Bargaining Act.

D. Conformance with Law

Nothing contained herein shall be construed to deny any employee their rights under the constitutions and laws of the United States and the State of Oregon or under other applicable laws and regulations.

ARTICLE 5 DUES AND PAYROLL DEDUCTIONS

A. Dues

1. The District will deduct dues, fees, and any other assessments or authorized deductions from the employee's payroll and issue to the Association in accordance with the payroll-deduction authorizations signed by members. The Association will provide the District with a list identifying the employees who have authorized dues deductions and the amount to be deducted. The District shall rely on the list to make the deductions and remit payment to the ASK ESP/OEA/NEA. The Association will provide the District with the list annually by October 10 (or the next regular business day) of each year.

2. The District shall deduct monthly dues from the regular salary checks of employees in nine (9) equal payments starting in October and ending in June, each month that the deductions are authorized. ~~Changes to the dues deduction list must be delivered to the District by the 12th of the month prior to the effective payroll date upon which the deduction is to be made.~~ **The District will provide to the Association between the 5th and the 10th of each month a list of employees in the bargaining unit with their FTE, dues taken in the previous pay period, and any discrepancies from anticipated dues with explanations. The Association will provide the District with a list of changes to dues from the previous month and a report of expected dues for the current month within one week of receipt of the District's report.** If the District fails to make an authorized deduction and remit payment to the Association, the District will be liable to the Association, without recourse against the employee, for the full amount that the District failed to deduct and remit to the Association.

3. The Association agrees to indemnify, defend, and hold the District harmless from employee or former employee claims, order, or judgements against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least thirty (30) days' notice, in writing, of any claim; and 2) cooperating with the Association and its designated counsel in defense of the claim. In the event the District properly invokes this provision, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of the said attorney.

a. The District agrees to transmit the dues deducted to the Association of Salem-Keizer Education Support Professionals in one check and OEA/NEA in a separate check, prior to the 15th of the following month.

4. Upon appropriate written request from the employee, the District shall deduct from the salary and make appropriate remittance for the following approved deductions as established by District practice:

- a. United Way
- b. Credit Union
- c. Tax Deferred Annuities
- d. OEA Foundation
- e. Board-approved insurance programs

5. The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

6. The District, at employee's request, will correct any District payroll error within five (5) working days of the employee's request and submission of confirming documentation.

ARTICLE 6

STRIKES/WORK ACTION

A. Strikes

1. The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work during the term of this Agreement. The Association recognizes and agrees that disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of the provisions of this article.
2. In the event of a strike or other work action in any form, either on the basis of individual choice or collective employee conduct, the Association will make every effort including public appeals to secure an immediate and orderly return to work.
3. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to such work action.
4. Members of the bargaining unit agree that they will not honor any picket line established by the Association or by any other labor organization when called upon to cross such a picket line in the line of duty during the life of the contract.
5. **Nothing in this article is meant to restrict or diminish the association's right to engage in a strike or work action outside the terms of this agreement.**

B. Lockout

There will be no lockout of employees by the District as a consequence of any dispute arising during the period of this Agreement, as long as there is full compliance with items 1, 2 and 3 of Article 6.

ARTICLE 7 Work week, Hours of Work

A. Hours of Work

1. A full-time work schedule shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) eight-hour days or four (4) ten (10) hour days. To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District. To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday through Friday basis. If the District intends to schedule a regular work week including a Saturday or Sunday the District will first seek volunteers among qualified employees, but will not be obligated to assign a modified work week to a volunteer. The District also agrees to provide a differential for employees who are assigned by the District to a workweek that includes either a Saturday or a Sunday. Such employees will receive a (four) 4% differential above their base salary for the week. The District reserves the sole discretion over operational needs and requirements. Shifting of days at employee's request to a Saturday or Sunday does not entitle the employee to the differential.
2. However, an employee may be assigned to a work week that includes Sunday only if:
 - a. The employee requests or volunteers for such a work week, or (b) the work week, including a Sunday, is assigned for a period of a month or less, or
 - b. If the employee was notified at the time of their hire that the work week could include a Sunday.
 - c. If none of the above applies and the District assigns a shift including a Sunday, overtime, but not the differential, shall be paid for all hours worked on Sunday.
3. The District shall give a minimum of one week advance notice prior to regular changes in reporting and end of shift times, except in case of emergency or reasonable student needs.

B. Flex Time

1. An employee may request and a supervisor may approve the use of flex time by an employee for mutual benefit and when such an adjustment does not negatively impact the delivery of District services. Flex time will be used within the pay period in which it is earned the week in which it is requested and will be tracked by the direct supervisor and employee, through timekeeping. Flex time not used by the end of the pay period will be submitted on a TARS sheet and be paid at the employee's appropriate rate of pay. For example: an employee may request to work one (1) hour past their normal scheduled work on Monday in order to be allowed to leave early on another day within that ~~workweek~~ pay period; or an employee may request to arrive one (1) hour later than scheduled on a given day but work one (1) hour longer on that same day. Use of flex time will not be denied arbitrarily.

2. In the event of an unforeseen circumstance resulting in an employee starting a shift later than scheduled, the employee must immediately contact their supervisor and may request to flex their normal work schedule. If the request is compatible with operational needs, the supervisor may approve such a request.

C. Lunch Periods

Each employee working six (6) or more consecutive hours shall receive a duty free lunch period of at least one-half (1/2) hour. Such time as scheduled by the employee's supervisor, as nearly as practical to mid shift, shall be their lunch period. Lunch period shall not be credited as time worked. **Transition time will not be counted as part of an employee's lunch period.**

D. Rest Periods

Each employee shall receive a ~~ten (10)~~ **fifteen (15)** minute break for every segment of four (4) hours or major portion thereof worked in one (1) work period of consecutive service, with the break coming as close as practical to the middle of the work segment. Such breaks shall be designated **and scheduled** by the supervisor. It is prohibited for an employer to allow employees to add the rest period to a meal period or to deduct rest periods from the beginning or end of the employee's work shift. (See the following chart for break and meal period information.)

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs 1 min - 5 hrs 59 min	1	0
6 hrs	1	1
6 hrs 1 min - 10 hrs	2	1
10 hrs 1 min - 13 hrs 59 min	3	1
14 hrs	3	2

E. Accruals

1. For hourly employees, sick leave and vacation time will be based on actual hours worked, including additional earnings, ~~up to forty (40) hours per week~~, in the employee's regular position during the employee's regularly assigned work year.

2. Less than twelve (12) month employees shall accrue vacation and sick leave for any work performed in their same classification during scheduled recess periods.

F. Workload

1. General Provisions

The District and Association recognize that a fair and reasonable workload is essential for the overall well-being and job satisfaction of all its unit members. This Article outlines the guidelines for workload for all employees.

2. Workload

- a. The District shall provide employees with the necessary time and resources to complete their tasks within their paid workday.**
- b. The District shall ensure that employees are provided with a reasonable workload and that the workload is fairly distributed among employees.**
- c. The District shall not require employees to perform work that is not within their job description or that is not related to their assigned duties.**
- d. Employees are not expected to read or respond to any work communications during non-work hours without compensation.**

3. Implementation

- a. The District and the Association shall establish a joint committee to review workload issues and make recommendations for improvement as needed.**
- b. It is the responsibility of the employee's immediate supervisor to assign work to employees in compliance with this article.**

4. Dispute Resolution:

- a. If a unit member believes that their workload is unreasonable, they shall bring the matter to the attention of their immediate supervisor.**
- b. If the matter is not resolved to the employee's satisfaction within 10 working days, the employee may bring the matter to the joint workload committee for review and resolution.**
- c. If the matter is not resolved to the employee's satisfaction, they may then utilize the grievance process.**
- d. Grievance timelines shall be held in abeyance until the resolution processes outlined in this provision are exhausted.**

ARTICLE 8 HOLIDAYS

A. Twelve (12) Month Employees

1. A twelve (12) month employee shall receive the holidays without loss of pay, as set forth

in this section, provided that the employee is on the active payroll and works on the last regular District workday prior to and the first regular District workday after the occurrence of the holiday or be on a paid leave on such days.

- a. Independence Day
- b. Labor Day
- c. Veterans' Day
- d. Thanksgiving Day
- e. Day following Thanksgiving
- f. Christmas Eve
- g. Christmas Day
- h. New Year's Day
- i. Memorial Day
- j. Martin Luther King Day
- k. President's Day**
- l. Juneteenth**

B. Less Than Twelve (12) Month Employees

1. A less than twelve (12) month employee shall receive, without loss of pay, the following

holidays which occur during their assigned work year, provided that the employee is on the active payroll and works on their last regular assigned workday prior to and their first regular assigned workday after the occurrence of the holiday or be on a paid leave on such days.

- a. Independence Day
- b. Labor Day (~~in order to receive holiday pay the employee must work on at least one day during the week before Labor Day and must work the first regular assigned workday after Labor Day. Bus driver's attendance at and completion of in-service training prior to the start of the school year and work the first regularly scheduled workday after Labor Day shall qualify them for the Labor Day holiday pay.~~)
- c. Veterans' Day
- d. Thanksgiving Day
- e. Day following Thanksgiving
- f. Christmas Eve
- g. Christmas Day
- h. New Year's Day
- i. Martin Luther King Day**
- j. President's Day**
- ~~k.~~ **k. Memorial Day**
- l. Juneteenth**

C. **Holiday** Compensation

1. An employee's holiday pay shall be the equivalent of their regular day of work for the District.
2. If an employee is required to work on an observed holiday, he **they** shall receive the overtime rate for all hours worked in addition to his **their** regular holiday pay.
3. If any of the above-listed holidays fall on a Saturday, it shall be ~~celebrated~~ **observed** on Friday, and if it falls on Sunday, it shall be ~~celebrated~~ **observed** on Monday.

ARTICLE 9 VACATION

A. Paid Vacation

All members of the bargaining unit shall be entitled to paid vacation provided they work at least twenty (20) hours per week for ~~six (6)~~ **three (3)** continuous months. New employees shall not be entitled to vacation until they have completed ~~six (6)~~ **three (3)** full months of continuous service but shall be entitled to the prorated share of this vacation upon completion of ~~six (6)~~ **three (3)** months' continuous service.

B. Accrual

1. Full-time employees, forty (40) hours per week, twelve (12) months per year, shall accrue vacation in accordance with the following schedule:

Service Years

1-5	6	7	8	9	10	11	12	13	14	15
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0	1	2	3	4	5	6	7	8	9	10	11-15	16 +
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Hrs. per Month Accrued

As shown in hundredths of an hour in the MUNIS accrual table.

6.67	7.33	8.01	8.81	9.60	10.19	10.90	11.65	11.99	12.79	13.64
------	------	------	------	------	-------	-------	-------	-------	-------	-------

6.67	7.33	8.0	8.67	9.33	10.0	10.67	11.3 3	12.0	12.67	13.33	16.67	20.0
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2. Hours accrued per month for less than full-time employees shall be prorated based on the employee's regular workday plus additional earnings up to forty (40) hours per week, during the accrual period.

3. Less than twelve (12) month employees shall accrue vacation for any work performed in the same classification during scheduled recess periods.

4. Example of above schedule: Employed by the District eight (8) years and working forty (40) hours per week, eleven (11) months per year. Service years eight (8) factor 8.81 times months employed eleven (11); equals total hours accrued vacation of 96.81.

C. Approval

All vacation periods must be approved by the supervisor to whom the employee is directly responsible, **however the district shall not be entitled to the reasoning of the request.**

Employees shall take earned vacation at a time approved by the supervisor. **Vacation leave may be requested and approved during student contact days. Employees are required to submit their vacation request 3 working days in advance. Supervisors will respond to an employee's request for vacation leave within three working days of the request submission. Vacation requests that are not responded to within this timeframe will be automatically approved.** Employees may appeal to the Director of Human Resources or designee if they believe they have been unreasonably denied their requests for scheduling of vacation days.

D. Holidays

When a holiday observed by the District falls on a workday during an employee's vacation, the vacation shall be extended accordingly.

E. Payoff/Usage

1. Accrued vacation not used by an instructionally-related (including assistants, bus drivers, school clerical staff, etc.) less-than-twelve (12)-month employee will be paid off annually at the regular rate of pay or given the option to roll over up to 40 hours of unused accrued vacation.

2. Any other employee whose accrued vacation is not used by June 30th of the school year following the year in which the vacation was earned shall be forfeited unless the District was unable to provide the affected employee such time off because of operational needs. In this event the District shall, at its discretion, either carry forth the vacation time or monetarily compensate the employee for such time. Any 12-month (260 day) employee will have up to 160 hours of vacation carried forward each fiscal year. Hours in excess of 160 that are unused and not carried forward will be paid out at the employee's current regular rate of pay in a separate check, no later than July 15 following the end of the fiscal year.

3. The district will pay unused vacation hours to employees whose employment ends at the employee's regular rate of pay. This shall be paid as a part of their final paycheck.

ARTICLE 10

LEAVE OF ABSENCE WITH PAY

A. Sick Leave With Pay

1. All employees shall accrue sick leave as an insurance against the impact of personal illness or injury as provided in ORS 332.507. Full-time twelve (12) month employees shall accrue twelve (12) days each fiscal year, and employees who serve for a fraction of the fiscal year and/or a fraction of the regular workday shall accrue sick leave benefits on a prorata basis. Computations shall be based on a single workday reporting schedule and the number of days reporting. In no event will sick leave be available for a day that would not otherwise have been a regular workday. Each employee shall be furnished a statement each payday showing the number of hours of accumulated unused sick leave available. Unused sick leave shall accumulate to an unlimited total.
2. An employee whose term of illness extends through June 30th of any given fiscal year, and at that time has not used up all accumulated sick leave, shall continue to receive paychecks against prior years' accumulated sick leave. However, in these cases, such employee's sick leave accounts shall not be credited for additional hours in the new fiscal year until they ~~has~~ **have** returned to work. An employee with an illness covered by accumulated sick leave benefits shall be subject to disciplinary action if other unauthorized employment is undertaken while off the job.
3. ~~An employee shall not consider sick leave as a right which allows absence at any time for other than the reasons set forth in this article.~~ **Sick leave is a right of an employee when used in accordance with this article and in accordance with ORS.653.611.** ~~Certification~~ **Verification** of one illness shall not ~~usually~~ be required unless the employee is absent in excess of ten (10) consecutive work days (unless the employee's absence is qualified leave under Family Medical Leave Act/Oregon Family Leave Act rules, then the employee will provide a doctor's certification along with the application no later than three (3) days following the start of the leave.) The District shall provide written notice of the reason(s) for requiring the physician certification upon request by the employee. If medical evidence indicates an employee can return to their duties, they shall return, or in continued absence be terminated. Sick leave shall not be considered available as terminal leave, either in time or in dollars, except as reported to the Public Employees Retirement System upon retirement.
4. Sick leave shall be utilized for personal medical, dental, and optical appointments on an hour for hour basis. Sick leave may be utilized for absence due to personal **mental or physical** illness, injury or any disabling condition including pregnancy as verified by a physician. **Sick leave may also be used for care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or care of a family member who needs preventative medical care.**

5. When an employee is absent due to illness or injury compensable under Workers Compensation Law ORS 656, the District's obligation to pay this sick leave article is limited to the difference between the payment received as a result of Workers Compensation award and the employee's regular salary. The district will make an employee financially whole, at their current rate of pay, for any absence due to an on the job illness or injury or those who are assigned to light duty work due to an on the job injury or illness. The district will not charge an employee's accrued sick leave for any absence due to an on the job illness or injury, including any waiting period required by Workers Compensation. In such instances, prorated charges will be made against accrued sick leave. Light duty shall be defined as a transitional assignment of an injured employee while the worker is recovering from job-related injuries or illnesses to duties within the employee's capacities and restrictions specified in writing by the employee's attending physician. Examples of light duty include, but are not limited to, answering phones, completing paperwork, data entry, and light filing.
6. If an employee uses all of their sick leave the District may place the employee on unpaid medical leave.
7. Any employee on worker's compensation leave who has exhausted their sick leave and whose physician certifies a return to two (2) months of light duty work, will receive the same District-paid insurance contribution for those two (2) months and one (1) additional month at no cost to the employee.
8. For the purposes of transferring sick leave, the District shall permit an employee to transfer up to seventy-five (75) days of unused sick leave from another Oregon school district. The accumulation shall not exceed that carried by the most recent Oregon school district. However, the transfer of sick leave from another Oregon school district shall not be effective until the school employee has completed thirty (30) days in the new district.
9. Sick Leave Cash Out Provision: Upon retirement, employees who have completed a minimum of 10 years of service in the district and have at least 40 hours of unused sick leave may be eligible to cash out their unused sick leave beyond 40 hours. The payment amount will be calculated by multiplying the employee's daily rate of pay at the time of retirement by the number of unused sick leave hours, up to a maximum payment of \$10,000. The payment will be subject to applicable taxes and will be made as a lump sum payment upon retirement. Employees who are eligible for this payout will receive written notification of their eligibility and the payment amount within 30 days that they notify the District of their planned retirement. This benefit does not affect using sick leave in PERS retirement calculations.

B. Court Appearances

1. When an employee appears in court proceedings on their own behalf, they shall be granted such leave without pay, **but shall be allowed to use accrued personal leave or vacation if the employee so chooses.** If an employee is called for jury duty, or is subpoenaed as a witness in a court case in which they personally are not involved, **including as a witness in a case involving the District,** they will be entitled to reimbursement by the District at the straight-time hourly rate of their regular job, for the hours of work necessarily lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. In the event the employee is a claimant against the District then their leave shall be without pay.
2. Day shift employees will be required to report for work if their court appearance ends on any day in time to permit at least two (2) hours work in the balance of their regular shift. They shall not receive pay for any hours not worked or in court. Other shift employees will not be required to report for work on any day they have performed court duty for more than one-half day, provided such absence shall be without pay. Hours paid for court appearances will be counted as hours worked for the purpose of computing leave benefits and insurance contributions.

C. Personal Leave

1. Employees shall have available a total of three (3) days per fiscal year for personal leave purposes. Such leave shall not accumulate from year to year. ~~Such leave shall not be granted or used for matters which can be attended to outside assigned work hours, nor shall it be granted or used for any purposes for which other leaves are specifically provided by this Agreement unless those leaves have been exhausted. Such leaves shall not be granted or used for recreation, extension of a vacation, or labor organization purposes.~~ **This leave will not be used to participate in Association activities, to seek employment elsewhere, or for personal illness unless all accumulated sick leave days have been exhausted.** Requests for leave must be made in writing at least three (3) days prior, unless it is an emergency then the request will be provided as soon as practical. ~~Requests for personal leave will be reviewed by the immediate supervisor for conformity with these provisions. Supervisors will respond to an employee's request for personal leave within three working days of the request submission. Personal leave requests that are not responded to within this timeframe will be automatically approved.~~ The supervisor's decision shall be final, except that the denial of leave may be appealed to the Director of Human Resources or designee within fourteen (14) calendar days of a supervisor's denial of use of personal leave.
2. Personal leave may not be used during **blackout dates, defined as** the first **five student contact days at the start of the school year** or **the last five student contact days** week of **at the end of the school year,** the week **four days immediately** prior to or the day following Winter and Spring Break or the day immediately prior to or after a **paid** holiday or an agreed upon mandatory unpaid day.

3. Exceptions to blackout dates will be made on a case-by-case basis **for once-in-a-lifetime events (i.e. child's wedding or graduation, employee's wedding, etc.) and for an emergency that is beyond the control of the employee.** in consultations with Human Resources. Non-school based departments may make exceptions for 12 month employees. These exceptions must be communicated to payroll and Human Resources in order to not result in a loss of pay.

4. Employees whose personal leave has not been used by June 30, of the given school year, will have their remaining balance of personal leave paid out at the employee's hourly rate of pay.

D. Association Leave With Pay

Association representatives shall be allowed time away from their duty stations without loss of pay when required and authorized by the District for the specific purposes of meeting with District representatives concerning administration of this contract and adjusting grievances under the procedure defined herein.

E. Educational Leave with Pay

Leaves of absence with pay to attend workshops, conventions, or other training programs may be granted upon proper application to the supervisor, with approval by the Superintendent or their designee. Such leave shall apply only to programs which in the District's judgment will improve District operations. Expense allowances for meals, lodging, and travel may be granted for such leave according to District policy. An itemized expense account must be submitted to the Fiscal Services office upon return.

F. Military Leave With Pay

An employee shall be entitled to a military leave of absence during a period of service with the Armed Forces of the United States in accordance with current laws and regulations.

G. Family Illness Leave

Family illness leave may be utilized for absence due to critical illness or injury of a member of the immediate family to a maximum of three (3) regular workdays per fiscal year. A critical illness/injury means any illness/injury requiring the employee's presence. The immediate family shall be defined as blood relations and in-laws, to include spouse/domestic partner, children (including step-children and children towards whom the employee stands in loco parentis), parents (including step-parents), grandparents and grandchildren, brother and sister (including step-brother and sister), uncle, aunt, nephew and niece. When the family member resides outside the employee's household, the illness must be critical in order for the employee to take leave. Employees may use any available vacation leave in accordance with the provisions of Article 9.

H. Bereavement Leave

An employee shall have bereavement leave up to five (5) working days with pay per occurrence. Such leave shall be available to an employee in the event of death in the employee's immediate family. The immediate family shall be defined for the purpose of this section as blood relations and in-laws, to include spouse/domestic partner, children (including step-children and children towards whom the employee stands in loco parentis), parents, grandparents, grandchildren, step-parents, brother and sister (including step- brother and step-sister), uncles, aunts, nieces, and nephews. Employees may use any available vacation leave in accordance with the provisions of Article 9. Probationary employees are eligible to use leave.

I. Inclement Weather and Emergency Closures

1. **Inclement Weather Leave:** The district will provide all classified employees with five (5) days of paid "Inclement Weather" leave to use during District-called delays or closures. Employees will be paid their full daily pay for each Inclement Weather Leave day used, or portion thereof. Employees are not required to use their personal accruals on these days. After exhausting the five (5) Inclement Weather Leave days, employees may use their personal accruals to supplement their hours during District-called delays or closures.
2. **Delayed Opening:**
 - a. 10-month employees who can safely travel to their job site may report to work at their regularly scheduled time on two-hour delay school days.
 - b. 10-month employees who choose to report to work on two-hour delay school days will receive pay for their regularly scheduled hours.
 - c. 10-month employees who are unable to safely travel to their job site on two-hour delay school days will be able to access inclement weather leave or accrued leave for their absence.
 - d. 10-month employees must communicate with their supervisor to notify them of their intention to report to work on two-hour delay school days.
 - e. If the district calls a closure after employees have reported to work they will be paid for their full day of work and will not be required to use leave accruals.

J. PFMLI (Paid Family Medical Leave Insurance)

Starting on August 1, 2023, the District shall pay the required member contributions, up to one percent of employees' gross wages, to the Oregon Paid Family and Medical Leave Insurance as an employer-provided benefit.

K. Loss of Time Due to Violence or Threat

An employee absent from work as the result of workplace violence or threat while acting in a capacity for the District will receive up to five (5) days of paid leave, not to be charged to sick leave or any other leave.

ARTICLE 11 LEAVE OF ABSENCE WITHOUT PAY

A. Eligibility

An employee absent from work because of an authorized leave without pay shall not be eligible for nor accrue benefits provided under the terms of this Agreement unless allowed by specific provisions of this Article.

B. Medical Leave Without Pay

Upon application by an employee, medical leave without pay for the purpose of personal illness or injury of an employee shall be granted after sick leave with pay has been exhausted. Such period of leave without pay may be limited to not more than a total of one

(1) year during the life of this agreement, at the discretion of the Superintendent, except in the case of employment incurred injury, in which case the period of leave shall be for the entire period of disability resulting from the injury or shall end upon the resolution of the worker's compensation claim whichever is earlier. An employee on such leave shall not engage in any employment without prior permission from the District.

C. Leave of Absence Without Pay

1. Upon request, an employee may be granted a leave of absence without pay for a period of up to one (1) year. Such requests shall include reason for such leave.

2. Employees may utilize existing leave accruals before beginning an unpaid leave of absence without pay. In these instances, the unpaid leave of absence will begin the day after leave accruals are exhausted.

3. In the event that unpaid leave is denied, the district shall give a written explanation as to why it was denied.

D. Bereavement Leave Without Pay

Upon request, an employee shall be allowed up to two (2) days of absence in case of death of a more distant relative or friend not covered under the definition of immediate family. Such leave shall be without pay and shall be utilized not more than once per fiscal year. Such leave shall not accumulate from year to year.

E. Peace Corps Leave Without Pay

An employee may be granted a leave of absence without pay for service in the Peace Corps, not to exceed two (2) years, in accordance with Oregon law. The salary status of an employee obtaining such leave, except as provided for in military leave without pay, shall be unchanged upon their return to service to the District.

F. Parental Leave Without Pay

1. Employees in the unit shall be granted parental leave without pay for a specific period of time, up to one year and upon written request, for the purposes of childbirth and for care of natural or adopted infant children. The beginning and end of such leave for childbirth shall be determined by the employee and the physician.

An employee on parental leave without pay shall be reinstated in a position substantially equivalent to the one held before taking the leave. The employee returning from parental leave shall not suffer a loss of seniority due to this leave provision, but shall not earn additional seniority while on this leave.

G. Military Leave Without Pay

An employee shall be entitled to a military leave of absence without pay during a period of service with the Armed Forces of the United States in accordance with current laws and regulations.

H. Career Development Leave

1. A regular employee with at least one (1) year of service may be granted leave of absence for one (1) or two (2) District semesters for advanced study as a full-time student or apprentice for the purpose of enhancing job qualifications for their current position or qualifications for another District position.
2. A regular employee may, at the discretion of the District, be granted an unpaid leave of absence for the purpose of a practicum, apprenticeship, or a student teaching assignment related to the pursuit of a licensed teaching, school counseling, other educational degree, or an enhancement of their current job qualifications or qualifications for another district position.

~~2-~~3. An employee who is granted a career development leave shall be returned at the step on the salary schedule they had earned prior to the leave. No experience credit for step increase will be given for the time on leave.

4. These employees shall be eligible to utilize staff development funds as per Article 23 of this agreement.

~~3-~~5. The scheduling of such leave will be mutually agreed upon between the District and the employee.

~~4-~~6. The District retains the right to limit the number of employees granted such leave.

ARTICLE 12 RETURN FROM LEAVE

A. Return

Upon return from paid or unpaid leave the employee will return to the same or similar position they had prior to leave. Employees will be placed on the appropriate pay step on the salary schedule upon their return.

B. Service

Approved leaves will not be considered a break in service. All accrued benefits earned prior to leave will be reinstated upon return from leave. There will be no loss of seniority.

C. Health Insurance

Employees on authorized leave may participate in the District group insurance program as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

ARTICLE 13

SICK LEAVE BANK / SHARED VACATION LEAVE

A. Sick Leave Bank

1. The purpose of the sick leave bank shall be to extend to those members' additional sick leave days should an illness or injury as described in section A. 3 below exhaust the employee's accumulated sick leave.
2. On or before October 31st each employee may contribute one individual workday of their accumulated sick leave to a common bank. Further yearly contributions shall be limited to the number of days necessary to bring bank level to one (1) per member of the bank. Such contributions are irrevocable. Only employees who have contributed days to the bank may apply for days from the bank. Participation in the bank shall be voluntary.
3. Upon depleting accumulated sick leave, vacation leave, and compensatory time, and after obtaining a doctor's statement certifying a life-threatening or debilitating physical or mental illness or injury preventing the member from performing the duties of their job for more than ten (10) work days, a member may request days from the bank. A committee composed of three (3) members representing the administration and three (3) members appointed by the Association will **meet and** act immediately on the request. The committee may grant the request if:
 - a. District records show that the member has exhausted their accumulated sick leave, vacation leave, and compensatory time;
 - b. the member is not eligible for lost time compensation under Workers' Compensation or under PERS eligibility, or under the District's disability insurance;
 - c. the member is a contributing member to the sick leave bank;
 - d. the member has experienced a life-threatening or debilitating physical or mental illness or injury that has prevented them from performing their job requirements for more than ten (10) days and a doctor has certified in writing this illness or injury; and
 - e. there are sufficient days in the sick leave bank to cover the request.
4. If the request is denied, the member shall be informed in writing as to the reason for the denial. The actions of the Committee shall not be subject to any further appeal through grievance procedure or otherwise.
5. If the request is approved, the Committee shall notify the Human Resources office, and subsequent days of absence due to the illness or injury, including the first ten (10) days of the illness or injury, if the employee's accumulated sick leave was not available for those days, will be charged to the bank until further notice. However, in no case will more than a total of fifty (50) days of sick leave from the sick leave bank be approved per individual member in

any one (1) school year.

6. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank, which shall not be greater than one (1) hour multiplied by the number of unit members per school year. These records shall be available at all times for review by the Committee members and by the Association. Annually the District shall notify the Association in writing of the accumulated days and days charged to the bank that year.
7. Membership shall be terminated by written request of the member or by the end of employment with the District. Previously donated days shall remain in the bank.
8. **Employees who retire or resign may voluntarily sign over any or all remaining sick leave balance provided such contribution does not cause the sick leave bank balance to exceed its designated limit.**
9. **If the sick leave bank is depleted before the end of the fiscal year, the Association and District will solicit additional voluntary donations from members of the bank to replenish the bank.**

B. Shared Vacation Leave

1. The Shared Vacation Leave Program is intended to allow an employee to voluntarily donate accrued vacation leave to support a colleague who is in critical need of leave due to their own serious health condition or that of an immediate family member ~~living in their household~~. The parties agree that ASK ESP shall administer the Shared Vacation Leave Program.
2. For the purposes of this article, immediate family shall be defined as spouse/domestic partner, siblings, children (including stepchildren), parents (including in-laws and stepparents), grandparents, and grandchildren.

C. General Provisions:

1. Employees may donate accrued vacation leave to a specific employee who is otherwise eligible to accrue and use sick leave, but has exhausted all accrued leave (including sick leave, vacation leave, and compensatory time).
2. To be eligible to receive Shared Vacation Leave, employees must meet all eligibility requirements as described in Article 13, Sick Leave Bank, except that participants (donors and recipients) are not required to be members of the Sick Leave Bank to participate.
3. ~~Employees who are members of the Sick Leave Bank must apply to the Sick Leave Bank first, unless their absence is due to the serious health condition of a family member. If they are denied, or only receive a portion of their requested hours, they may apply to receive Shared Vacation Leave.~~

- ~~4. Employees who are not members of the Sick Leave Bank may apply directly to receive Shared Vacation Leave.~~
5. Employees will be limited to the equivalent of fifty (50) workdays (based on the donee's scheduled workday) per year (four hundred (400) hours for a full time employee) ~~in any combination of Sick Leave Bank and Shared Vacation Leave.~~
6. Employees using shared leave shall be considered in active pay status and shall accrue leave, and be entitled to any benefits to which they would otherwise be entitled.
7. Donations must be made in full-hour increments with no minimum hours required per donation occurrence.
8. All donated Shared Vacation Leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating accrued vacation leave.

D. Procedures

1. Employees apply to receive donated vacation leave by submitting a Shared Vacation Leave Application form and Physician's Certification form to ASK ESP. With the employee's approval, the district will provide ASK ESP the most current applicable Physician's Certification in their possession.
2. ASK ESP will determine if all eligibility criteria are met.
3. ASK ESP will solicit donations from their membership for ten (10) working days after receipt of initial notification by the requesting member.
4. Employees who choose to donate their vacation leave will submit a Shared Vacation Leave Donation form to ASK ESP.
5. When the requested number of hours have been submitted, or after ten (10) working days (whichever comes first), ASK ESP will submit the application and donation forms to the District's Employee Programs and Benefits Coordinator.
6. The Benefits Coordinator will work with Payroll to deduct vacation leave from donors and convert it to sick leave for the recipient.

E. Confidentiality

1. When submitting a Shared Vacation Leave Application form, the requesting employee will be asked what information they are willing to share to ASK ESP membership regarding the nature of their illness. Only that information will be released, all other information will be kept confidential.
2. A donor's information, including the number of hours they donated, will be kept confidential.

ARTICLE 14

RATES OF PAY

A. Salaries

1. The base schedule will be increased by **6% for fiscal year 2023-2024 and 12% for fiscal year 2024-2025**, 2.25% for fiscal year 2018-19, 2.25% for fiscal year 2019-20, and 2.5% for fiscal year 2020-21. For the 2021-22 fiscal year the base schedule will be increased by 3.5% for grades 9 through 16 and 3% for grades 17 through 30. For the 2022-21 fiscal year the base range for all grades will be increased by 3%.
2. All employees eligible for step increases shall receive their step increase on July 1st of each year. New employees hired before January 1st of a given year shall receive a step increase on July 1st of the same year. New employees hired January 1st or later of a given year will not receive a step increase until July 1st of the next year.
3. If an employee is promoted or reclassified to a higher paying classification, the employee shall be moved effective with date of assignment to the step in the new classification that is next higher in pay than their present step or the first step on the new salary range, whichever pays the greater amount.
4. **Initial Salary Schedule Placement: A new employees' past work experience will be used to determine initial placement on the salary schedule using the following criteria:**
 - a. **Identical experience will be credited at a 1:1 ratio. Applicants must have worked a half-year or more to qualify as a year experience. This includes applicants who have worked as a full time substitute for a half-year or more.**
 - b. **Similar experience will be credited at a 2:1 ratio. Applicants must have worked a half-year or more to qualify as a year. Odd number of years will not be considered for credit. The experience must meet 50% of the job duties or more on the District job description.**
 - c. **Substitute experience: Applicants who have worked for three years or more as a substitute in the District will be credited one additional pay step.**
 - d. **Higher Education: Applicants with an Associate Degree will be credited an additional two pay steps. Applicants with a Bachelor's Degree will be credited an additional four pay steps.**
 - e. **Transportation positions:**
 - **Applicants possessing a CDL & bus driving experience will be credited at a 1:1 ratio.**
 - **Applicants possessing a CDL & commercial driving experience (e.g. no passengers) will be credited at a 2:1 ratio.**
 - **Applicants who do not possess a CDL but who have three or more years of professional driving experience will be credited with one additional step.**
 - **Applicants with no driving experience but have three or more years of school-based experience will be credited one additional step.**
 - f. **Prior experience cap: Regardless of past experience, a new employee's initial placement on the salary schedule shall not exceed step 7.**

5. **Higher Education Step Credit:**

- a. **Current employees who obtain an Associate Degree will be moved up on the salary scale two steps.**
- b. **Current employees who obtain a Bachelor's Degree will be moved up on the salary scale four steps.**

B. Out-of-Class Pay

1. Employees temporarily assigned by the District to a higher paying classification shall assume all the duties and responsibilities of the assigned position and be considered acting out-of-classification. ~~After five (5) consecutive workdays in such assignment an employee~~ **Employees so assigned** shall be entitled to the rate of pay **for any hours worked out of class** that is the comparable pay step in the new classification range which provides a salary one (1) pay step higher than the salary they were receiving prior to the assignment, or the rate of the first pay step of the new classification range, whichever pays the greater amount for the remainder of the assignment. NOTE: The District will change job descriptions to read "Performs related duties consistent with job description and assignment." However, the District may continue to use employees out of class as long as it complies with any applicable contract language regarding out-of-class pay.

2. When a higher classification "lead" custodial employee is set to be absent for a planned prolonged period of time, the supervisor shall assign their work to the next highest ranking employee in the assigned building. This employee will take on the duties of the lead worker and will be paid out-of-class pay for the entirety of their assignment. If an absence is not planned, refer to B.1 above and follow the provisions therein.

C. Longevity Stipend

An employee who meets the qualifications shall receive a longevity stipend of ~~2.5%~~ **5.0%** of their annual salary paid in a single payment in October of the year they qualify **qualify**. Such payment shall be paid once every three years to qualified employees. To qualify, employees must ~~be repeating on the 6th step and must have been continuously employed in a bargaining unit position in October.~~ **Qualified means any employee who is repeating at the 6th step of any salary range and has 10 have 16** or more years of continuous service with the District in a bargaining unit. No employee shall receive a longevity stipend more often than once in any three-year period.

D. Pay Options

1. Each ~~regular or limited term~~ Education Support Professional employee whose work assignment is less than twelve (12) months shall be paid on the basis of twelve (12) equal payments. Employees who are on a twelve pay schedule will receive all monies earned in the fiscal year by June 30th. Annually, a returning employee shall be permitted to elect payment on the basis of ten (10) equal payments, September through June. Other employees shall be permitted to elect such payment at the time they are offered employment. Once an election is made, it must remain in effect for the current year and will remain in effect

from year to year thereafter provided the selected pay option is valid for the employee's work assignment dates.

2. Employees who wish to change their pay option election must notify the District in writing on or before July 15 of the new fiscal year.
3. This section does not apply to twelve-month employees.

E. Overtime

1. Overtime pay for employees shall be allowed only in cases of emergency and when authorized by the building principal or supervisor.
2. Eligible employees shall be compensated at the rate of time and one-half, but in no event shall such compensation be received twice for the same hours.
 - a. Overtime shall be paid for all assigned work in excess of forty (40) hours in any workweek, except when employees work a four (4) - ten (10) workweek. In such case overtime will be paid for all assigned work in excess of ten (10) hours in a day or forty (40) hours in any workweek.
 - b. Overtime pay shall be based on the actual number of hours on duty per day except that one and one-half (1 ½) hours of overtime will be guaranteed in instances where an employee is called back to work. For the purpose of computing overtime, all hours an employee actually works plus unworked holiday and vacation hours shall be credited as time worked in computing total work period hours.
3. Notwithstanding the provisions of sections E.2.a and E.2.b above, an eligible employee at his or her discretion ~~with the concurrence of the District~~ will be granted compensatory time off in lieu of pay for overtime worked. Compensatory time off shall be computed at the rate of time and one-half (1 ½) for all overtime worked. **Compensatory time will be paid in full to all eligible employees by June 30th of the fiscal year if not used.**
4. In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel, as are deemed necessary by the District, shall be required to work overtime.
5. To the extent determined feasible by the District's supervisors, employees will be provided advance notice of overtime assignments.

F. Shift Differential

The District agrees to provide shift differential compensation to employees working **two (2)** ~~four (4)~~ or more hours of their scheduled working shift after 5 p.m. and before 5 a.m. Such compensation shall be **eight** ~~four~~-percent (**8%** ~~4%~~) per month greater than their regular monthly salary.

G. Bilingual Differential.

1. Employees who are fluent in a second language, including ASL, shall be paid an eight percent (8%) differential above their regular wage for all hours worked. Employees who receive this differential may be required, as part of their job duties, to verbally interpret for students, parents, or patrons of the district. Employees who receive this differential will not be required to translate district written documents.

2. If an employee is asked to work as an interpreter for a conference, the District shall pay the employee at the base interpreter rate or their normal wage, whichever is higher. The employee shall be notified a minimum of 5 days prior to this assignment.

H. Hazard Differential

The District and Association recognize that employees who perform hazardous job duties face an increased risk of injury or illness and should be compensated accordingly.

1. Eligibility

Any employee who is required to perform hazardous job duties as defined in this agreement shall be eligible to receive a hazard differential.

2. Hazardous Job Duties Definition

Hazardous job duties shall be defined as any task or duty that poses a significant risk of injury, illness, or exposure to harmful substances or materials. This includes, but is not limited to, toileting students, working with students with a history of violence, working with hazardous materials, working in confined spaces, working at heights, and working in extreme temperatures.

3. Hazard Differential

- a. Any employee who is required to perform hazardous job duties shall receive a hazard differential of 8% for the period of time needed to complete the work.
- b. The hazard differential shall be added to the employee's regular pay.

4. Notification

- a. Employees who are required to perform hazardous job duties shall be notified in advance of the hazardous conditions and the associated hazard differential.
- b. Employees who are required to perform hazardous job duties in an emergency situation shall notify their direct supervisor as soon as safely possible and shall be paid hazard differential for the period of time working in hazardous conditions.

5. Training and Equipment

The District shall provide appropriate training and equipment to employees who perform hazardous job duties to minimize the risk of injury or illness.

6. Non-Discrimination

- a. The District shall not discriminate against any employee who is eligible to receive a hazard differential.
- b. Discrimination includes, but is not limited to, retaliation, harassment, or disciplinary action.

G. H. Reporting Time

- ~~1. Bus drivers who report for scheduled trips and the trips are canceled shall receive reporting time pay of one (1) hour at their regular rate of pay. When bus drivers report for trips on non-school days and the trips are canceled, the drivers affected will receive reporting time pay of two (2) hours at their regular rate of pay. When bus drivers are scheduled for trips on non-school days and do not receive a cancellation notice by the close of the previous business day (5 p.m.), the drivers affected will receive cancellation pay of one (1) hour at their regular rate of pay.~~
2. 1. Any employee who is called back to work outside their scheduled work shift and is not required to work after reporting shall receive reporting time pay of one (1) hour at their regular rate of pay.
- ~~3. The benefits set forth in G.1 and G.2 shall not apply to trips scheduled on school days when employees are notified prior to reporting that their services are no longer necessary.~~
4. 2. Any employee who is called back to work without an eight (8) hour break from the end of the last shift worked shall be paid at the overtime rate for half

of the hours of the additional shift (e.g. four (4) hours of an eight (8) hour shift.).

H. I. On-call Pay

1. An employee who is required by their supervisor to remain on call and available for work outside of their regular shift, and is required to report immediately when contacted by their supervisor, shall be paid ~~two (2)~~ eight (8) hours at their regular rate of pay for every twenty four (24) hour period and ~~four (4)~~ sixteen (16) hours for every weekend period (Friday at 5 p.m. until 8 a.m.

Monday morning). ~~The first time the employee is required to report to work, the time worked shall be applied to the two (2) hours (per twenty four (24) hour period) or four (4) hours (per weekend). The employee shall receive additional pay the first time they report only if the time exceeds two (2) hours. Callback provisions shall apply to all subsequent times they must report. All hours actually worked shall be subject to overtime provisions.~~ Fleet Mechanics who are on call must be given a full detailed trips/activity shuttle list prior to the on call period.

I. J. Payroll Errors

The District, at employee's request, will correct any District payroll error within five (5) working days of the employee's request and submission of confirming documentation.

J. K. Work During Recess Periods

Less than twelve (12) month employees who are brought back to work during scheduled recess periods will be paid at their current rate of pay, a rate consistent with past practice. ~~The rate will increase each year at the same rate as the salary schedule.~~

L. Essential Workers

1. Essential workers are defined as those employees who are integral to operations of school buildings. "Essential workers" may include, but are not limited to; Campus Safety Specialists, Custodians, Maintenance, 12 Month Transportation Staff, Communications Staff, Facility Staff, and Designated Language Services Staff.

2. Essential workers shall be paid an 8% differential for any work performed on inclement weather days.

3. Essential workers shall be entitled to use accrued leave if they feel it is unsafe to report to work.

ARTICLE 15

INSURANCE

A. District Contribution

1. ~~The maximum District contribution for plans selected will be \$1,275 for the 2018-19 year, \$1,315 for the 2019-20 insurance year, \$1,350 for the 2020-21 insurance year, \$1,380 for the 2021-22 insurance year, and \$1,410 for the 2022-23 insurance year.~~ **The maximum contribution for plans selected will be equal to the combined cost of: the highest cost premium HSA qualifying OEGB medical plan, Pearl Vision (or the equivalent), the Delta Dental Premier Plan 5 (or the equivalent) plus an additional \$100 per month.**

2. Employees may elect an insurance benefit package from the District's programs offered. For employees working 4 to 5.99 hours per day, the District shall contribute 70.0% of the amount paid for six (6) to eight (8) hour employees. Part time employees as defined in this article may select insurance benefits as allowed by the current plan.

3. The difference, if any, between the cost of the insurance package chosen by the employee and the District contribution shall be paid by the employee through a payroll deduction.

4. If two spouses or domestic partners work for the district, the employees may combine their district insurance contribution and apply the entirety of the funds to any insurance benefits packages from the District's programs offered.

5. If an employee does not utilize the entirety of the District monthly insurance contribution, the District will deposit the unspent funds monthly, at the discretion of the employee, into either a Health Savings Account or a Section-125 Flexible Spending Account, not to exceed the maximum employer contribution set forth by the IRS.

B. Retirees

Retiring employees may elect to continue participation in District group insurance plans, single, two party or family rate, at their own expense, in accordance with state law, insurance company rules, and District procedures.

C. Domestic Partners

Same-sex domestic partners will be permitted to enroll in the negotiated insurance plan. The eligibility regulations defining domestic partners shall be in accordance with the insurance company's affidavit. In order to ensure the employee's privacy, a confidential method will be developed by the District for enrollment procedures. There shall be no reprisal for an employee's lifestyle revealed due to enrollment.

ARTICLE 16

EMPLOYEE ASSISTANCE PLAN

The District will provide an Employee Assistance Plan (EAP), at no cost to the employee, which allows employees and/or their family members to refer themselves confidentially to the EAP provider. Services provided through this program will include, but are not limited to, problems related to stress, addiction, marital and family status, divorce, mental health, financial or legal difficulties, prolonged illness, or job-related relationships. Information about this program will be presented to existing employees at least once per year and to new employees within 20 workdays of the start of their employment. To protect confidentiality, any data which the provider transmits to the District shall be summary only and will conform with HIPAA restrictions.

ARTICLE 17 SENIORITY, VACANCIES and TRANSFERS

A. Seniority

1. Seniority, as used in this Agreement unless otherwise specifically stated, shall mean an employee's total length of continuous service with the District since their original date of service without a break in service. All authorized leave shall be considered as continuous employment for the purpose of computing seniority. An employee shall lose all seniority credit in the event of voluntary or involuntary termination. An employee who is laid off and who is subsequently reinstated, shall have their full seniority earned prior to layoff restored, but shall not earn seniority during their layoff status.

2. Seniority within job classification shall mean an employee's total length of continuous service in a designated job classification since their date of appointment to that job classification.

3. If an employee voluntarily separates from their District employment, but is rehired as a regular District employee within fifteen (15) business days, including recess periods or winter and spring breaks, then there shall be no break in service as it relates to their original seniority date.

B. Job Openings Notifications

1. The District will post job opening notices on the District web site and will post paper copies at Transportation **and Facilities Services** buildings.

2. Bargaining unit employees shall be eligible to apply for any vacancy in the bargaining unit that becomes available. Employees may also apply for vacant confidential positions which will be posted by the District as well as any supervisory positions which are posted by the district. ~~Positions which are outside the bargaining unit are not subject to the conditions contained in paragraph 3 of this article nor any other Education Support Professional contract terms and conditions.~~

C. Vacancies

When a position becomes available, the district shall select from the pool of qualified employees requesting voluntary transfers to fill the vacant position.

1. When a vacancy of more than three (3) hours occurs within the District any bargaining unit member may apply for the open position. The District and the Association agree to support the concept of "first consideration" so that currently employed Education Support Professional personnel have the opportunity to change their position as vacancies arise. In fulfilling the concept of first consideration, the District will fill vacancies in the following manner:

a. District officials will interview a minimum of three (3) qualified in-District applicants **in person** for each position, if that many have applied. **An applicant shall be given the option of a virtual interview when it is logistically difficult for the applicant to attend an in-person interview.**

b. The in-District applicants must be offered **a** choice of interview time slots(s) before outside applicant(s) are contacted.

2. When a vacancy of three (3) hours or less occurs, the position may be assigned as a temporary position for that school year only, to an employee within that building/department without going through the normal recruitment process.

3. The District retains the sole right to determine the person selected to fill a vacancy and its decision shall not be subject to arbitration.

4. Job opening notifications shall state job title, minimum job responsibilities, qualifications, pay range and building location. In the custodial department, building location will be tentative. Custodial employees seeking a lateral change in assignment may communicate the request in writing to the supervisor. No assignments will be made without first consulting the list of those requesting transfers to the work site in question. Custodians will not be involuntarily transferred to another work site or work shift unless the District deems there are good and sufficient reasons.

5. In the event an employee is not selected, the District, upon employee request, shall furnish the employee with the reason(s) for the denial.

6. An employee not hired for a position for which they have applied shall receive a notice the position has been filled.

7. In-District applicants may request a screening interview with Human Resources. Such screening interviews will be for the purpose of assessing the employee's qualifications for the position and to assist Human Resources in referring for a position.

D. **Voluntary Transfers**

An employee who has completed their initial probationary period may initiate a request for transfer to another position. Such a request shall include the specific position(s) desired.

E. ~~Involuntary Transfer~~

~~When an employee is being transferred, notice will be given to the employee as soon as reasonably possible. The employee may request to discuss the reasons for the transfer with the Human Resources administrator.~~

E. Operational Transfers.

1. To meet the operational needs of the District, the District has the right to reassign employees as necessary. Reassignment includes a change in official workstation. The District will determine, with a minimum of 30 days advance of the reassignment, the required classifications, number of positions and level of experience needed. To qualify for a position, the employee must meet the minimum qualifications for the classification, specific requirements for the position, and be able to perform the duties with minimal orientation. If the employee cannot perform minimal duties, the District is required to train the employee, so that the employee can perform said duties safely. The selection will be made in the following order:

a. The most senior qualified volunteers who meet the District requirements will be selected first.

b. Other volunteers from the workstation from which the position is being reassigned will be given consideration.

c. In the absence of volunteers, the least senior qualified employees will be selected in reverse seniority order.

2. The District will notify an employee in writing thirty (30) days in advance of a transfer involving a change.

3. "Operational Needs" is defined as a situation where a vacancy must be filled or additional staffing is needed at a worksite.

F. Probationary Period

1. All Probationary Employees - The parties recognize that the **three (3) months** ~~six (6)~~ ~~month~~ probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training, and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.
2. New Hire Probationary Employees - Every new employee hired into the bargaining unit shall serve a probationary period of **three (3) months** ~~six (6)~~ ~~months~~. **A new employee's probationary period will begin on their first paid day of work with the district.** The District has the right to terminate new employees on a probationary status without cause after written notice that shall give reason(s) for the decision to terminate.
3. Current Employees Hired into a Different Classification - Employees hired into a different classification shall serve a probationary period of **three (3) months** ~~six (6)~~ ~~months~~ in the new classification. During this period the employee shall remain a member of the bargaining unit with all the rights and privileges of the bargaining unit. The Association also recognizes the right of the District to return an employee on probationary status in a different classification to their previous position or classification if, in the District's judgment, their work performance fails to meet required work standards or the employee requests that they be returned to their former position or classification. The District will notify an employee whose job performance is unsatisfactory and give the employee an opportunity to improve their performance before removing the employee from the probationary position.
4. The Association recognizes that the District does not have to meet a just cause standard in order to return the probationary employee to their previous classification.

ARTICLE 18 LAYOFF and RECALL

A. Definitions:

1. Layoff - When the employer removes an employee from active work and places the employee into an unpaid status without prejudice.
2. Any reduction in hours that negatively affects an employee's District insurance contribution shall be considered to be a layoff or permanent reduction in force and shall entitle the affected employee to the rights and obligations of this article.
3. Qualifications - the minimum standards of performance required by the District, as per District job description and any special occupational skills.
4. Bump - the displacement of one employee by another employee with greater seniority.
5. Classification - the specific title to which an employee is assigned based on the District's Education Support Professional employees' classification schedule.
6. District Seniority - based on continuous employment with the District since original date of service without a break in service.
7. Classification Seniority - based on date an individual was hired into classification presently held without a break in service.
8. Break in service - voluntary or involuntary termination of one's employment status with the District excluding paid leaves, authorized unpaid leaves and periods of layoff.
9. Special Occupational Skills - "Special occupational skills" shall refer to those skills and abilities, acquired either as a result of on-the-job training or formal training, that allow the employee to perform part of the job description or significantly enhance performance of the job currently occupied, and which could not be acquired by a replacement employee without special training or on-the-job training within the first ten (10) days of placement into the position. Examples are licensure for application of pesticides/herbicides by a grounds worker; bilingual language facility by an instructional assistant; skills necessary to act as a vocational trainer.

B. Notification of Layoff

If the District determines the need for a Layoff of Education Support Professionals, notice will be given ~~as soon as possible~~ to the Association and to the employees to be laid off **sixty (60) calendar days prior to the implementation of any layoffs**. The District reserves the right to determine positions to be eliminated, layoffs within the bargaining unit will be determined by the District as follows: employees shall be laid off within each affected job classification according to district seniority except in case of operational needs for special occupational skills. Where district seniority dates are the same, classification seniority shall be used to break any ties. Ties of classification seniority shall be broken by lot.

C. Placement

Prior to layoff or displacement of employees through the bumping process, the district will place affected employees in existing vacancies within the same classification. Qualified employees will be placed into positions with the same number of regular hours in the first instance, and into positions with up to one (1) additional regular hour in the second instance, and into positions with a fewer number of regular hours, in the third instance.

D. Bumping Rights/Seniority

If there are no regular vacancies in his/her classification, an employee scheduled for layoff may, using District seniority, bump the least senior employee in the same classification provided he/she is qualified to perform the duties of the position and the number of regular hours assigned to the new position is not greater than he/she is currently assigned on a regular basis. An employee may elect the option of layoff in lieu of bumping an employee who is assigned fewer regular hours or if the placement results in the loss of eligibility of benefits.

E. Layoff in Lieu of Bumping

If there are no remaining positions in the current classification with the same number of regular hours, an employee scheduled for layoff may, using District seniority, bump into the next lower classification or the lateral classification in which he/she most recently held regular status provided he/she is more senior than the employee being bumped and is qualified to perform the current duties/responsibilities of the lower or lateral classification as required. An employee may elect the option of layoff in lieu of bumping an employee who is assigned fewer regular hours.

F. Recall

1. Employees laid off shall be placed on a layoff list by District seniority and will be recalled, according to such list as bargaining unit openings occur in their classification as long as the laid off employee is qualified for the position or a previously held lateral or lower classification for which they are qualified become available. No regular employees shall be laid off within a job classification until all probationary employees in such classification have been removed unless, in the District's judgment, a deviation from this process is reasonable based on special occupational skills.
2. No employees will be hired into a classification from which employees have been laid off while qualified employees remain on the layoff list for that classification.
3. Qualified employees on layoff status will be considered in-district applicants when applying for positions in a classification not previously held.
4. In the event of recall, the Board shall notify a member of recall by registered letter at the last address given to the Board by the employee. An employee shall have fifteen (15) business days from receipt of the letter to notify the Board of their intent to return and must be able to return within fifteen (15) calendar days of letter of intent.

G. Mutual Agreement

1. Nothing in this article is intended to preclude the District and the Association from mutually agreeing to allow bumping rights to senior employees who do not meet the specific criteria set forth in section 4 of this article.
 - a. Layoff Benefits - The Board shall provide for laid off employee insurance benefits for thirty (30) days following layoff. Employees on the recall list may continue insurance at the group rates at their own expense.
 - b. All benefits to which an employee was entitled at the time of their layoff will be restored to them upon their return to active employment, and they will be placed on the proper step of the salary schedule.

H. Termination of Layoff Status

1. Layoff status shall automatically terminate if any one of the following occurs:
 - a. An employee is not recalled within twenty-seven (27) months from the effective date of such layoff.
 - b. An employee fails to accept a position offered in the same or a previously held lateral or lower classification provided the number of hours is equal to or greater than he/she was working at the time of layoff.
 - c. An employee fails to timely respond to recall, the maximum being fifteen (15) business days from the date of a certified letter sent to the employee.

I. Classification of Bus Drivers

1. The classifications of School Bus Driver, Special Program Driver, Utility Driver, and Standby Driver will be considered as a single classification for layoff and bumping consideration purposes.
2. The District will make every reasonable effort to place regular employees who are scheduled for layoff and who do not have bumping rights under other provisions of this Article into vacant positions for which they are qualified. In such case the normal procedures shall not apply.

J. Association Request

1. Upon request, the District shall provide the following information to an authorized representative of ASK ESP.
 - a. A current seniority list.
 - b. When layoffs have been completed, a list of bargaining unit members who have been laid off to include the employees' job classification(s).

ARTICLE 19

~~SAFETY/FIRST AID TRAINING~~ HEALTH AND SAFETY

The District shall provide a safe and healthful working environment for all employees as defined by OSHA standards and by state and federal regulations. A grievance may be filed to enforce this section; however, such a grievance shall be void if the employee or Association files a complaint or suit to enforce same requirements through state or federal agencies or courts.

A. Protective Equipment

1. In accordance with OSHA requirements, the District will assess worksites to determine if hazards are present or likely to be present that require the use of personal protective equipment (PPE) or other protective equipment. The District will provide training to each employee who is required to use PPE including when to use the equipment, what equipment to use, and how to put on the equipment. Proper safety devices and clothing shall be provided for all employees engaged in work where such devices are required to meet the requirements of state or federal regulations or district policy. Protective clothing and safety devices shall remain the property of the District. The District will maintain a regular system of inspection and maintenance of PPE and furnish PPE that is in a sanitary and reliable condition.

2. Shoe Stipend

a. Purpose

i. The purpose of this article is to establish a shoe stipend for eligible employees who spend their day on their feet, including employees working in facilities, auxiliary services, school safety specialists, transportation mechanics, and custodial, and any other employee who works in hazardous conditions, works outdoors for the majority of their workday, and/or has a certified medical need.

ii. The shoe stipend aims to promote employee wellness by providing employees with appropriate footwear that can reduce the risk of injury and promote overall physical health.

b. Eligibility

i. Employees who meet any of the following criteria shall be eligible to receive the shoe reimbursement:

- Working in Facilities
- Working in Auxiliary Services
- Working as a School Safety Specialists
- Working as a Transportation Mechanic
- Working in Custodial Services
- Working in hazardous conditions
- Working outdoors for over half of their workday
- Have a certified medical need

c. Reimbursement

i. Employees who receive the shoe stipend shall be required to provide proof of purchase of shoes that meet the District's safety standards.

ii. The District shall reimburse employees for the cost of the shoes up to a maximum amount of \$200 per fiscal year.

d. Verification

Employees who wish to receive the shoe stipend based on medical need shall be required to provide documentation from a medical professional verifying the need for specialized shoes.

e. Hazardous Conditions

i. Employees who work in hazardous conditions shall be defined as those who work in areas where there is a risk of injury due to exposure to chemicals, high voltage electrical applications, sharp objects, slipping hazards, or heavy machinery.

ii. The District and the Association shall jointly determine which positions qualify for hazardous condition status.

B. Blood Borne Pathogens

The District will provide training regarding Bloodborne Pathogens to Education Support Professional staff whose job responsibilities involve potential exposure to blood or other infectious materials. Inoculations, protective clothing and equipment will be made available to employees in accordance with the provisions contained in the District's Bloodborne Pathogens Exposure Control Plan.

C. Physical Examinations

The District will pay the cost of required physical examinations and other required medical tests but not medical treatment. The district will establish standards for such physicals and the district reserves the right to designate the facilities where required medical tests will be conducted. Payment, if required, shall be remitted directly to the physician upon validation of the examination. If available to the District and upon the employee's request, a copy of the examination will be given to the employee at no cost.

D. Paid Training

The District, when requiring training **When training is required by the District in** safety and first aid for Education Support Professional employees, **they** will do so at no cost to the employee. This training shall be provided to the employee at their regular rate of pay.

E. Assignment to a Student on an IEP/Behavior Plan/504

1. Education Support Professional staff shall be informed within ~~fifteen (15)~~ **two (2)** days **prior to** after being assigned to a student who has **an** a behavioral management component to their IEP, **behavior plan, and/or 504 plan** in one of the situations listed below:
 - a. Special Programs Instructional Assistant 2 assigned to Resource Rooms or self-contained special education classrooms or;
 - b. Assigned one-to-one to a specific handicapped child for transportation or in other classrooms;
2. **An employee's direct supervisor must show evidence that the terms of this provision has been met by the deadlines outlined above.**

F. Special Programs Driver (FYI: This Section has been moved to Article 28)

~~These Education Support Professional staff shall be provided with specific information of known behavior patterns of these students and given suggested strategies and training or in managing those behaviors.~~

F. MANDT and UKERU Training

1. **New employees will be MANDT and UKERU trained within the first (30) thirty days of hire.**
2. **New employees who are working with students on an IEP will be MANDT and UKERU trained within the first (5) days of being hired or prior to working with a student with an IEP.**
3. **Staff who are employed at the time of the ratification of this agreement will be MANDT and UKERU trained no later than March 31, 2024**

G. Office Coverage Procedures

Response to any call for assistance will be provided in a timely manner. Each school will establish procedures through a shared decision-making process with the Association and Safety Committee so employees know whom to call for classroom emergencies and assistance. The plan must include contingencies. Every effort must be made to ensure that the office is staffed at all times to respond to calls for assistance. If a building principal and assistant principal are both working on a school day, at least one of these administrators will be present in the building throughout school hours.

H. Student Behavior and Discipline

1. Student Violence

Any instance of student behavior that results in an unsafe environment for students or staff will require a meeting where the involved parties review or develop the student behavior plan and discuss the need for modifications or improvements considering the student's recent unsafe behavior.

- a. If the student does not currently have a behavior plan and this is the first instance, the implementation of one will be discussed and documented.
- b. If the student does not currently have a behavior plan and this is not the first instance, a behavior plan will be created.
- c. This meeting must include any employees who were involved in the student behavior incident, the classroom teacher(s) and relevant support staff (if not already included), administrator, behavior representative, case managers if any, and parent/guardian.
- d. The District will provide the Association with a monthly total, by worksite, of the number of behaviors that would require meetings to be called under this provision.

2. Employees shall be protected from violent or abusive students, in accordance with the law. An employee who has removed a student from classroom/employee workspace, and/or areas of supervision may request that the student not be returned to classroom/employee workspace, and/or areas of supervision under the following conditions and procedures:

- a. The student's behavior is so disruptive or abusive that it seriously affects the educator-student communication, the safe operation of district equipment or vehicles, or the student's classmates' ability to learn; or
- b. The student has been documented by the employee for repeated interference with the employee's ability to communicate effectively with students, the safe operation of district equipment or vehicles, or the ability of the students to learn.
- c. A written report to site administration must be provided by the employee along with supporting documentation (e.g. educator-student conference, parent conference or attempt to reach a parent, previous referrals for behavior which interferes with instruction).
- d. The administrator or designee will investigate the facts which resulted in the employee's recommendation for ongoing exclusion from the classroom/employee workspace, and/or areas of supervision.
- e. The administrator must provide an alternative placement for the student until a final decision has been reached.

3. District Disciplinary Policy

- a. Changes in the District student discipline policy will be reviewed in Labor Management meetings.
- b. The 24J School Board will notify the Association in advance of the Board meeting when any changes in student discipline policy or procedure are to be considered.

4. School Disciplinary Policy

- a. Student disciplinary procedures shall exist for each school in the District. Any modification of the student disciplinary procedure must be made by the staff committee on student discipline and will be reviewed with the employees prior to implementation.
- b. The building principal will provide the employees with either written or online building discipline procedures, including the discipline matrix, at the beginning of each school year. Employees and administrators shall adhere to the procedures.
- c. Administrators and bargaining unit members will work together in a mutually supportive manner to maintain proper student conduct. Annual training shall be provided in a variety of ways, including electronically. Work on the disciplinary plans may be done in large or small groups or individually as best fits the situation.
- d. Each employee shall have the right to enforce reasonable rules of classroom and school conduct which apply to students. Such rules will not conflict with District or school student disciplinary procedures. When, in the judgment of an employee, students are, by their behavior, disrupting the instructional environment to the detriment of themselves and/or others, the employee will take appropriate action under the terms of the school/district disciplinary procedure.
- e. Employees shall have the right to temporarily remove disruptive students from their classroom/employee workspace, and/or areas of supervision. Any employee sending a student to the administration shall confer with the appropriate administrator or submit a signed copy of a report including a statement of the facts, a summary of conditions which led to the student's referral, the steps taken by the employee to remedy the problem and any other steps taken by the educator prior to referral, and recommendations for solution. Employees will be given reasonable time on-duty to prepare and submit reports. If the employee indicates a desire for a conference with the administrator (and optimally the student and/or parent), the conference will be scheduled as soon as the parties are available. The principal or designee will confer with the referring/sending employee prior to the student's return to the classroom/employee workspace, and/or areas of supervision. The referring/sending employee will be provided information about status of referral and action taken in accordance with the District/school disciplinary policy prior to the student's return to the classroom/employee workspace, and/or areas of supervision. The employee shall have the right to again remove the student whenever the student is again involved in a classroom/employee workspace, and/or area of supervision disruption.

- f. The appropriate administrator will then provide the employee with a statement of the administrative disciplinary and/or corrective action taken.
- g. A continuous statistical record of student discipline cases will be maintained in a place and manner available to all employees to use as a basis for recommendations for administering discipline and the periodic revision of the school rules for conduct.

I. First Aid Kits

The District shall provide first aid kits in all work areas which include the items listed in Oregon Occupational Health Rules. These kits shall be inspected quarterly to insure their completeness. A grievance may be filed to enforce this section.

ARTICLE 20

PERSONNEL FILES AND EMPLOYEE EVALUATIONS

A. Personnel Files

1. The official file of each employee is confidential and shall be kept in the District Human Resources office. Materials in an unofficial site based file for an employee can remain as long as the site based administrator and employee remain at the same site, then materials will be sent to Human Resources for processing.

2. No written disciplinary action, complaint or evaluation will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also will have the right to submit a written answer to such material and their answer will be attached to the file copy.

3. Letters of caution, consultation, warning, or reprimand shall be considered temporary contents of any employee's personnel record and ~~upon employee request~~ shall be **automatically** removed and destroyed three (3) years after being placed in the record, if the employee has maintained a clear record during those three (3) years. **If the District fails to remove said letters, they will be deemed unusable for determining future discipline.**

4. An employee may have access to review their file during regular District office hours after contacting the District Human Resources Department to schedule an appointment. An employee may be excused from regular duty for this purpose at the discretion of the supervisor. If the employee desires, they may have an Association representative present.

B. Employee Evaluations

Changes to the evaluation system shall be presented to the Association for review prior to implementation. **All employees will be evaluated in compliance with District Policy. The employee's evaluation shall be based on the employee's job description. Evaluations shall be performed yearly and shall be completed by June 1 of each year.**

1. Goal setting: The employee and supervisor may set goals for performance, professional growth, or review and select District goals for the employee's professional improvement.
2. Job Description: The employee will receive a copy of the written job description which forms the basis for the employee's evaluation.
3. Evaluation: The employee will be given a written copy of the summative evaluation report and an opportunity to discuss the evaluation with the supervisor. The employee may attach a written response to any evaluation document in their personnel file.
4. Evaluation Review: If the employee has met with his/her supervisor to discuss their summative evaluation, the employee may schedule a follow-up meeting with the supervisor to review their evaluation, and they may have a representative of the Association present with them. Upon request, the district will provide an interpreter during the evaluation process for employees whose first language is not English.

C. Plan of Assistance

Where an employee demonstrates significant performance deficiencies, the District may place the employee on a Plan of Assistance (PA).

1. A PA is a written plan developed to correct an employee's unsatisfactory performance.
2. No employee may be placed on a PA if they have not received an evaluation from their supervisor in compliance with Article 20, Section B.
3. The plan shall include:
 - a. Deficiencies: Written statement of the deficiencies, including evidence of substandard performance.
 - b. Action: Sets forth specific expectations and corrective steps the employee must take to correct their performance.
 - c. Assistance: The plan shall delineate specific assistance to be provided by the District and activities, if any, the employee shall participate in. The employee and or the employee's designee shall be given the opportunity to provide input on the type of assistance to be provided.
 - d. Timeline: Establishes a timeline for improvement which shall not be less than (30) thirty working days, nor more than (90) ninety working days, and will include a meeting during the PA to discuss the employee's progress on the PA. The timeline for improvement begins when the employee receives the written PA.
 - e. Assessment: Establish the written criteria the employee must meet for success on the PA.
 - f. Consequences: States clearly the range of consequences for failure to meet performance expectations of the PA.
 - g. A PA is not a disciplinary action. PA's are a part of the employee evaluation for the District.

- h. Grievance: After an employee is notified in writing of their placement on a PA, grievance timelines are held in abeyance, and no grievance shall be filed until completion of the PA.**
- 4. Employees have the right to Association representation in meetings leading up to and during the PA. The District will notify employees in writing of this right prior to placing the employee on a PA.**

ARTICLE 21

NONDISCRIMINATION

All practices, procedures and policies of the school system shall clearly demonstrate that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of members or in the application or administration of this Agreement on the basis of standards protected by state or federal law and to include specifically race, religion, color, gender, **gender identity**, sex, national origin, marital status, sexual orientation or age.

A grievance may be filed to enforce an employee's rights under this article; however, such a grievance shall be void if the employee files a complaint or suit to enforce the same rights through state or federal agencies or courts. **Recognizing the relationship between this article and an employee's rights, and recognizing the developing nature of the law regarding sexual orientation discrimination, the parties agree that any arbitration decision or award regarding sexual orientation discrimination shall be advisory only.**

ARTICLE 22

INSERVICE PARTICIPATION

Notice of requirement for participation in planned in-service participation, Professional Development, and other trainings shall be provided to affected employees ~~as soon as practical~~ at least twenty (20) working days in advance but not less than seven (7) calendar days, prior to of the date ~~of such~~ the employee is required to attend. ~~in service meeting.~~ The District agrees to cooperate with ASK ESP in developing relevant in-service opportunities for Education Support Professional employees on the statewide in-service day in October.

Employees not regularly scheduled to work on the October in-service day will be notified by the start of the school year if they will be required to participate in training on the October in-service day.

ARTICLE 23 STAFF DEVELOPMENT

- A. **Funding For Staff Development:** The District will provide the following amounts for Education Support Professional staff development activities:

2018-19 — \$65,000

2019-20 — \$65,000

2020-21 — \$65,000

2021-22 — \$65,000

2022-23 — \$65,000

- **2023-2024: \$65,000**
- **2024-2025: \$65,000**

The District will develop and administer guidelines for the use of these staff development funds through a Education Support Professional employees' development committee composed of three (3) members appointed by the ASK ESP President and three (3) appointed by the District. The committee shall report to ASK ESP and the District annually.

B. **Classification Specific Training**

The District will provide classification-specific training to its classified employees to improve their job performance, safety, and job satisfaction. This will include, but is not limited to, an annual training needs assessment, development of training programs, onboarding and orientation training, safety training, individual and student group management training, conflict resolution training, technical training, and evaluation of training effectiveness. The district will maintain records of all training provided to employees.

C. **Special Program Instructional Assistant-2 Trainers:**

1. The District will designate at least one Special Program Instructional Assistant-2 (Sped IA) based at each school throughout the district as a trainer for new hire Special Program Instructional Assistant-2. Trainers will work on-site with new hire Special Program Instructional Assistant-2 for at least two weeks so that they are proficient in tasks, practices, and safety procedures. After this on-site training, the new hire will move on to MANDT and UKURU training. Such training will occur BEFORE the Special Program Instructional Assistant-2 begins student-contact.

2. Trainers will be compensated at their current rate of pay plus a 8% differential for the hours they work completing these training responsibilities.

ARTICLE 24

GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance: A claim by an employee or group of employees based on the interpretation or application of this Agreement. (The Board maintains a separate "Complaint Procedure" for resolution of all issues involving Board policy).
2. Aggrieved: The employee, group of employees or the Association that alleges a violation of this agreement.
3. Days: Working days. Weekend or vacation days are thus excluded.
4. Immediate Supervisor: The individual who has the administrative authority to resolve the grievance.
5. Employee: Any member of the bargaining unit.

B. General Provisions Related to Grievance Procedures:

1. Whenever possible, grievances will not be heard during the working hours of the aggrieved. However, should investigation or processing of any grievance require that an employee be released from their regular assignment, the employee shall be excused without loss of pay or benefits.
2. The Board acknowledges the right of the aggrieved to have the Association grievance representative and/or legal counsel present in the processing of a grievance at all levels, and no employee may be required to discuss any grievance without such representation and/or counsel.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in the grievance file, which shall be maintained apart from the personnel file, along with any statement the employee may wish to make.
4. ~~Nothing contained in this grievance procedure shall prevent any individual from initiating a grievance against the District even though the Association may not support them.~~ The number of days indicated at each step shall be considered as maximum. Time limits may be extended by mutual consent of both parties. The parties shall make every reasonable effort to expedite the processing of grievances filed near the end of the school year.

5. Procedures may terminate at any level if the complainant so indicates in writing or fails to pursue their complaint within the specified time limit. Such termination shall not establish precedent for future grievances.
6. The Association may be present at all levels of the grievance procedure.
7. In accordance with the Association's responsibilities to provide fair representation for all employees, at the Association's request the District will provide to the Association information needed to process each grievance, providing the Association will pay the cost of preparing materials not readily available.
8. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reasons of participation.

9. If requested by the employee, the supervisor will meet with the employee to discuss the resolution of the grievance.

C. Levels of Grievance Procedures:

1. Informal Discussion: Within thirty (30) days of the time the aggrieved first had knowledge, they will discuss the grievance with the immediate supervisor, with the objective of resolving the matter informally. **The immediate supervisor will communicate their decision within five (5) days of the informal discussion.**
2. Level One: If the aggrieved is not satisfied with the disposition of their grievance, they may file a written grievance with their immediate supervisor. If the written grievance is not filed within ten (10) days after the informal decision, the grievance shall be considered as waived. This written grievance shall set forth the specific grounds upon which the complaint is based, the contract clauses involved, and the remedy requested. The immediate supervisor shall communicate their decision in writing within ten (10) days to the aggrieved.
3. Level Two: If the aggrieved is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within ten (10) days after the written grievance was delivered to the immediate supervisor, the aggrieved or the Association may within ten (10) days submit the grievance in writing to the Director of Human Resources. This written grievance shall set forth the specific grounds upon which the complaint is based, the contract

clauses involved and the remedy requested. The Director of Human Resources or their designee shall communicate their decision in writing within ten (10) days to the aggrieved.

4. Level Three: If the aggrieved is not satisfied with the disposition of their grievance at Level Two or if no decision has been rendered within ten (10) days after the grievance was delivered to the Director of Human Resources, the aggrieved may, within ten (10) days request in writing that the Association submit the grievance to arbitration. If the Association so determines, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved. A copy of such request shall be delivered to the District.

a. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board (ERB) by either party.

b. The parties shall then be bound by the rules and procedures of ERB. The arbitrator so elected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this Agreement and determine if it has been violated.

c. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on both parties.

D. General provisions related to Arbitration:

1. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing shall be borne equally by the parties.

2. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any

right or relief for any period of time whatsoever prior to the execution date of this Agreement.

3. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies of the conduct complained of and failure to do so shall preclude resort to such other remedies.

Grievance Timeline Chart

<u>Informal Discussion</u>	<u>Informal Discussion With Supervisor</u>	<u>Immediate Supervisor</u> <ul style="list-style-type: none"> • <u>Discussion within thirty (30) days</u> • <u>Supervisor decision in five (5) days</u>
<u>Level One</u>	<u>Formal Written Grievance Submitted to Supervisor</u>	<u>Immediate Supervisor</u> <ul style="list-style-type: none"> • <u>Grievance filed in ten (10) days</u> • <u>Supervisor decision in ten (10) days</u>
<u>Level Two</u>	<u>Formal Written Grievance Submitted to Human Resources</u>	<u>Human Resources</u> <ul style="list-style-type: none"> • <u>Grievance filed in ten (10) days</u> • <u>HR decision in ten (10) days</u>
<u>Level Three</u>	<u>Submission to Arbitration</u>	<u>Association</u> <ul style="list-style-type: none"> • <u>Aggrieved submits to Association within in ten (10) days of HR decision</u> • <u>Association may submit to Arbitration fifteen (15) days after Association approval</u> • <u>Written notice of submission to Arbitration with ten (10) days</u>
<u>Arbitration</u>	<u>Binding Arbitration</u>	<u>Timeline TBD between Association, District, and Arbitrator.</u>

ARTICLE 25

TRANSPORTATION OF STUDENTS AND
DISTRICT EQUIPMENT IN PERSONAL
VEHICLES

~~A. Transportation of Students~~

1. **A.** Any employee required to transport students or others or transport District equipment in their personal vehicle as a regular part of their job shall be notified in writing by the District of this requirement. Other employees may be required to transport students or others in their personal vehicle in an emergency.
2. **B.** Those employees who use their personal vehicle for the transportation of students or others or the transportation of District equipment shall be given a copy of all relevant District policies on such transportation. Given compliance with section A-5 **E** below, the District shall defend and indemnify the employee for any vehicular accident which happens during the course and scope of their employment while an employee is using their personal vehicle for the transportation of students or others or the transportation of District equipment.
3. **C.** The District shall pay the reasonable attorney fees and court costs of any employee who prevails in a suit against the District for refusing to meet its obligations under the Oregon Tort Claims law.
4. **D.** Those employees who use their personal vehicles to transport students or District equipment in emergency situations shall receive all benefits of this article.
5. **E.** The District shall require any employee covered by this article to maintain any insurance on their personal vehicle to the limits required by law but not beyond.

F. Employees who are required to use their personal vehicle to fulfill their job duties will be paid at the IRS rate for actual miles traveled for work duties.

ARTICLE 26

**ADMINISTRATION OF MEDICATION / MEDICAL
PROCEDURES IN THE SCHOOLS**

A. District Policy and Employee Training

1. Employees who are required to administer medications/medical procedures to students shall be given a copy of all relevant policies and be trained by the District and a summary of District obligations to indemnify employees.
2. No employee shall be required to administer medications or perform any medical procedures unless the following conditions are met:
 - a. The student's parent or guardian has given the District written consent for the administration of medication.
 - b. The employee has been given instruction from qualified medical personnel regarding prescription medication or medical procedures.
 - c. In the case of non-prescription medication, the parent has given written instructions for administering the medication.
 - d. Before the employee administers the medication/medical procedures, the employee shall have access to and shall follow the instructions referred to in 2.b and 2.c above.
 - e. All medical assessments or tasks requiring specialized procedures are assigned to only trained employees.
 - f. The equipment and medical supplies necessary to safely perform the task are available.
3. The District shall provide relevant ongoing training to new hires **all employees who are required to administer medications to students** as needed throughout the school year.

ARTICLE 27

PERSONAL RIGHTS

~~The personal life of an employee is not an appropriate concern of the District, except where it affects the employee's fitness for or performance in their position.~~

Employee's shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the District so long as such activities do not conflict with job responsibilities or applicable laws.

An employee who pursues a court challenge which addresses the subject of this provision shall be deemed to have elected their remedy and shall not be entitled to pursue an alleged violation of this provision under Grievance Procedure.

ARTICLE 28

TRANSPORTATION ASSIGNMENTS

A. Bidding

1. All current regular bus drivers and standby drivers will have the opportunity to bid by seniority on all bar chart assignments during the district scheduled bidding period in August. Drivers who are not present for the bidding **process** will be assigned a route by the Director of Transportation and/or designee. An additional bidding period will be held two weeks before winter and spring breaks, whereby routes that have become vacant following the August bid may be bid upon by all current regular and ~~qualified~~ special programs and standby drivers.
2. Requests to change an employee's route outside of the bid process may be made and approved by the Director of Transportation or designee if there is significant reason for the change that also meets the needs of the student or the District.
3. All current special program bus drivers will have a separate bidding schedule in August. Drivers who are not present for the bidding will be assigned a route by the Director of Transportation and/or a designee.

4. Special Programs

All special program drivers shall be provided with specific information of known behavior patterns of students a minimum of three (3) days prior to student starting a route. All drivers will have a detailed bus support plan and health protocols. All special program drivers will also be given suggested strategies, applicable training, and proper equipment. If necessary, a Field Coordinator will need to do a ride-along to evaluate and determine suggested necessary changes to a student's IEP, 504 Plan, and/or behavior plan.

B. Vacancies

1. Any vacancy of five (5) or more hours, which occur after the August ~~bidding~~ bid, will be temporarily filled with a Utility Driver until the next bidding period. After the next bidding period, vacant routes will be eligible for bid and will be posted for five (5) working days. Information on available routes will be published as soon as practical. Vacancies will be filled as soon as possible after the closing of the date of the posting.
2. Routes not filled during the bidding will be filled with a Utility Driver, assigned by the Operations Manager. ~~Summer work is not subject to bid and will be assigned Operations Manager based on department needs.~~
3. All regular and qualified special program and standby drivers may apply for any vacancy for which they are approved (under section D and E of this article) during the winter and spring bidding period without the loss of seniority.

- a. Any driver that bids on a route affirms acceptance of the route should they be the most senior bidder.

4. Summer Work

a. Summer work, defined as extra duties excluding summer routes, shall not be subject to the bidding process and will be assigned by the Operations Manager based upon the following criteria in this order: seniority, then prior summer work experience, and finally availability.

b. Those performing summer work, driving a summer route (4 hours per day) or extra duties up to eight hours (8 hours) will be able to use bereavement leave, sick leave, and accrued vacation leave in accordance with Article 10 of this agreement.

C. Training

Training opportunities will be provided to any driver to qualify and/or remain qualified for a bus driving certificate allowing them to drive any bus in the fleet or for their drivers' license update or renewal.

D. Special Programs-Driver

Selection of special program drivers will be made on the basis of seniority according to one's qualifications for the position. Drivers will be given an opportunity no less than once a year to indicate an interest in being appointed a special program driver. Selection decisions made by the district relating to an individual's qualifications for a position shall not be subject to arbitration. Drivers not chosen for special program positions will, upon request to the Transportation supervisor(s), be provided with an explanation of the selection decisions.

1. Those selected to be special programs drivers must meet the following criteria:

a. Good attendance and punctuality history.

b. Demonstrate a willingness and ability to operate and/or secure all Specialized Transportation equipment, including student mobility and support materials.

c. Demonstrate the ability to describe a path of travel the bus would use between two designated locations.

d. Demonstrate the ability to drive a bus following written run directions over a designated course within the prescribed timelines.

E. Standby Drivers

1. **Available** Standby positions will be posted and any driver with at least one (1) year school bus driving or equivalent experience acceptable to the transportation supervisor may apply. The most senior driver who applies and meets the criteria listed below will be offered the standby position. Any driver more senior than the chosen driver may request an explanation as to which of the criteria the senior driver failed to meet. A new standby driver must serve a probationary period of sixty (60) school days as a standby driver. During that probationary period, either the driver or the district may elect to return the driver to their driving assignment in their previous area with at least the same hourly bar chart time as the driver held prior to accepting the standby job. Temporary standby positions can be established for up to forty five (45) days, after which the standby positions will be posted and filled according to the criteria listed below.
2. Those selected for standby positions must meet the following criteria:
 - a. Good attendance and punctuality history.
 - b. Demonstrate a willingness and ability to drive all District buses.
 - c. Demonstrate a willingness and ability to operate and/or secure all Specialized Transportation equipment, including student mobility and support materials.
 - d. Demonstrate the ability to describe a path of travel the bus would use between two designated locations.
 - e. Demonstrate the ability to drive a bus following written run directions over a designated course within the prescribed timelines.
3. All drivers will be given the opportunity to remain qualified for a bus driver certificate which allows them to drive the maximum weight bus that the district has in its fleet.
4. **All stand-by drivers will be eligible for overtime pay and will receive a 8% shift differential of monthly salary due to the nature of their position and job requirements.**

F. Trip and Shuttle Assignments

1. Trips will be divided as equitably as possible among all current regular, standby and special programs drivers in order to provide an opportunity for all drivers to attain a thirty (30) hour week schedule. A duty roster by seniority will be **posted and updated quarterly** set up to accomplish the assignment of trips. Trip assignments are subject to the provisions of Article 14, Rates of Pay. Subsection E, related to overtime.
2. Rules governing trip and shuttle assignments will be made to drivers upon request.
 - a. Trips are defined as those driving duties transporting students and/or staff for the purposes of curricular and non-curricular activities. Trips will be greater than two (2) hours in length.
 - b. Shuttles are generally scheduled for two (2) hours or less both within and outside the district.

- c. An emergency assignment is defined as a request for a trip with less than twenty four (24) hours' notice and a trip assigned to a driver with less than twenty four (24) hours' notice.
3. Regular bus drivers who lose time off the bar chart and sign up for trips and shuttles will be given preference for trip assignments until the lost time is made up.
4. An up-to-date seniority list will be posted in the drivers lounge at all times.
5. Overnight Weekend Trips
 - a. On weekdays, including Friday, of an overnight trip, drivers will not earn less than their bar chart time.
 - b. Trip hours which extend through the weekend including Saturday and Sunday will be calculated as follows:
 - i. When Saturday is not the last day of the trip, drivers will be paid for eight (8) hours or the actual hours worked if over eight (8).
 - ii. If Saturday or Sunday is the last day of the trip, drivers will be paid only for hours actually worked.
 - c. Mountain Trips: A separate sign up sheet will be held for drivers who are willing to drive to the mountains or over the mountains to Central Oregon.

G. Establishing Seniority

1. All bus drivers are credited with current seniority.
2. Drivers who wish to change to a new classification will notify the Operations Manager during the June checkout for the August bid.
3. There will be no loss of seniority when moving between the classifications of bus drivers (school bus driver, standby driver, special program driver, and utility driver).
4. **Regardless of classification (Driver, Special Programs Driver, and Standby Driver), in the event of the employee's separation from the district (including, but not limited to, resignation, retirement, or discharge), a Driver will lose their seniority and begin the process of seniority from the beginning upon return.**
5. **Separate seniority lists for Big Bus Drivers, Trip Drivers, Standby Drivers, and Special Program Drivers will be posted and updated quarterly.**

H. Driver Clock Time

Drivers who have completed their driving assignment and related duties at any point during the workday must sign off the time clock upon returning to the Transportation center. If there is less than fifteen (15) minutes before their next assignment begins it is not necessary to sign off the time clock.

1. **Drivers who report for any assigned trip and are informed that their trip has been canceled or that they are not needed will be assigned adequate work, which will result in compensation for a minimum of length of their assigned trip or two (2) hours' pay, whichever is greater, at their regular (or overtime, if applicable) rate of pay.**

2. Drivers who report for any assigned route and are informed that their route has been canceled or that they are not needed will be assigned adequate work, which will result in compensation for a minimum of length of their assigned route or one (1) hour pay, whichever is greater, at their regular (or overtime, if applicable) rate of pay.

I. Bar Chart Compensation

All Bus Drivers whose bar chart exceeds eight (8) hours per day will be paid their total daily bar chart hours. All Bus Drivers whose bar chart exceeds eight (8) hours per day will be paid their bar chart for all paid holidays. Bus Driver holiday pay and leave accruals shall be prorated based on their bar chart hours. For example, if a Bus Driver has a bar chart averaging 9 hours per day, they will be paid 9 hours of holiday pay, will accrue 9 hours of sick leave each month, and may utilize 9 hours of leave accruals for an absence.

I. J. Insurance for Transportation Employees

1. Transportation employees* who meet the minimum number of work hours (described below) shall qualify for the full insurance package for the next pay period as if they were assigned six (6) hours.
 - a. The minimum number of work hours to qualify is established for the month by multiplying the number of work days available times six (6). Days in which an employee is on paid leave will not count as a day available. Employees assigned to more than four (4) hours on their bar charts but less than six (6) who accrue the minimum number of work hours would qualify.
 - b. Employees who qualify under the criteria above during every month of the school year from October through June shall receive insurance benefits during the summer as if they had been assigned six (6) hours on their bar charts.
 - c. Employees who qualify for full insurance benefits in June but who fail to qualify for full summer benefits under the annual provision in **I.4.b J.1.b** above would receive September's full insurance package.
 - d. Employees covered by this provision may not switch insurance packages once one is selected for the year.

* To include drivers, driver trainers, fuelers, dispatchers and office clericals.

J. K. Mechanic-Technicians

1. Certification: All Mechanic-Technicians are required to hold an Automotive Service Excellence (ASE) Certification and are required to maintain such certificate including renewing the certificate in a timely manner. The District will reimburse through the tuition reimbursement program any fees required to prepare for a test and if a fee is charged for a

test, the District will cover the cost of the fee for the successful passing of the test. If the Mechanic-Technician fails to maintain the certification, the employee may be demoted or dismissed at the District's discretion.

2. Tool Replacement

a. Employees regularly assigned to perform the duties of a fleet mechanic in the Transportation must supply their own tools. Specialty, large tools, measuring and diagnostic equipment will be provided by the District. Personal tools shall be in good repair at the time of employment. The District shall provide a tool and equipment allowance to the employees in the amount of two thousand five hundred dollars (\$2,500) per fiscal year. This amount shall be paid in the first pay period of each fiscal year. Mechanics appointed to their position mid-year shall be paid a prorated amount.

b. Loss or Theft:

- i. The District shall maintain an insurance policy or assume the financial liability for the replacement cost and/or actual repair cost due to the loss or damage of an employee's personal tools and/or toolboxes on School District property.**
- ii. Each mechanic/employee must supply the District with a complete and updated inventory of the Mechanic's/employee's personal tools and or toolboxes on Districts property.**
- iii. The employee's supervisor must verify and sign the inventory list and a copy is to be kept on file.**

L. Restroom Facility Access:

- 1. The Transportation department will continue to provide portable toilets, including ADA accommodations, for the South end of the Hawthorne lot as well as at the mid-way point (end of canopy). They will also reinstate the portable toilets at the Gaffin lot. They will be placed at the South East end of the lot. This will remain in place permanently.**
- 2. All drivers will have access to restroom facilities in all schools. Drivers will be provided ID badge entry access to all schools.**

ARTICLE 29

DRUG AND ALCOHOL TESTING

A. Safety of Students

The District and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job or for so-called "recreational" purposes or otherwise, which adversely affect job performance, constitutes a serious threat to the health and safety of the public, to children being transported in District vehicles, to fellow employees, and to efficient operation of the District.

B. Testing Guidelines

1. It is, therefore, agreed that the District may institute drug and alcohol testing under the following guidelines:
 - a. The District may require any new applicant for Education Support Professional employment to undergo a drug and alcohol test.
 - b. The District may institute a pre-announced uniform test program for all Education Support Professional employees involved in transporting District students, so long as every employee in the bus driver job classification is required to undergo the test.
 - c. The District may require drug and alcohol testing as part of any licensing application or renewal which requires a physical examination by state statute.
 - d. The District may also require any current bus driver to participate in unannounced drug and/or alcohol testing if the District has reasonable cause to believe that drug or alcohol use has or may negatively affect an employee's job performance.
2. **Transportation will have a Field Coordinator present in the break room by the time clock or at the entrance gates for returning drivers for the notification of all UAs (Urine Analysis) testing. No employee shall be called during their break between routes to do a UA. Every effort will be made to contact the driver within 15 minutes of return time.**

C. Association Right of Notification

If the District desires to request that a bus driver participate in an unannounced drug and/or alcohol test under Section B.1.d above, the Association shall have the right to notification not less than one-half (1/2) hour prior to testing, and an opportunity to be present to counsel with the employee, if the employee desires Association presence.

D. Refusal

A refusal to comply with the District's request to take a drug and/or alcohol test under Sections B and C above shall constitute insubordination and subject the employee to disciplinary action.

E. Testing Results

1. In the event a bus driver tests positive, the same sample will be retested a second time by the same lab using another reliable method that is specific for the substance detected. The results of the second more specific test will be controlling and be acted upon if it conflicts with the first test.
2. If an employee tests positive, the employee shall be referred for appropriate treatment and counseling. Such employee shall be suspended until they obtain a release to return to work from the treating facility or physician. Upon return to work, such bus driver should be subject to a six (6) working month probationary period subject to unannounced testing following the date of return to work. If the employee violates the terms or conditions of the treatment program or tests positive during such six (6) month period, they shall be subject to immediate discharge.

F. Reasonable Cause

The District retains the right to inspect any container or locker located on its premises or in a District vehicle if it has reasonable cause to believe that such an inspection will result in the discovery of alcohol or drugs.

G. Disciplinary Action

1. Possession, sale, distribution, or use of drugs or alcohol on District premises, or during assigned work hours, or in a District vehicle, including parking facilities, shall constitute just cause for immediate discharge.
2. Any disciplinary action imposed by the district will be consistent with the "just cause" language contained in this contract.

H. Bus Drivers

1. Bus drivers who are chosen for a random (U.A.) urine analysis test will be paid for the time it takes to complete the U.A.
2. Bus drivers who are chosen for a random U.A. test will be paid for the entirety of their route if the completion of the U.A. test causes them to miss a part or the entirety of a route.

ARTICLE 31 MISCELLANEOUS

A. Captions

The use of article, section, or paragraph headings throughout this Agreement is intended for easy reference only and shall not be construed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.

B. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. All prior agreements, conditions, practices, customs, usages, and obligations are completely superseded and revoked to the extent deemed desirable by the District insofar as any such prior agreement, condition, practice, custom, policy, usage, or obligation is not contained and specifically expressed in this Agreement.

C. Separability of Contract Provisions

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Upon request of either parties, the parties agree to meet at a mutually agreed upon time and negotiate over a replacement provision.

D. Duration

This contract shall be in effect as of July 1, 2018 ~~2023~~ except those provisions of the contract which have been assigned other effective dates as herein set forth and shall remain in full force and effect to and including June 30, 2023 ~~2025~~. Either party may notify the other party prior to the first day of January, of the year in which the contract is due to expire, its desire to amend, modify, or terminate this contract.

E. Compliance

Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

New Article 1: Reclassification

1. The Reclassification Committee will consist of three (3) members and at least one (1) alternate appointed by the Association President and three (3) members and at least one (1) alternate appointed by the District. The committee will determine an appropriate salary range for any new job titles. The committee shall develop guidelines and processes for any group reclassification of existing positions, or individual employees requesting a reclassification, and shall be the final authority on requests and reclassifications.

2. New Positions
In the event a new position is established, the Reclassification Committee will establish a placement on a salary range and shall notify the Association of this placement, together with a copy of the job description. If the Association wishes to bargain over this placement, the Association President will contact the Human Resources Director in writing within thirty (30) calendar days. The last week of June, through the first week in August, including any break periods, will not count in the calculation of this time period. The District will then enter into good faith bargaining with the Association for purposes of determining a range placement, and any agreement reached shall be retroactive to the date the new position was first filled.

New Article 2: Technology

A. Notification and Consultation

The District shall provide notice to the Association of any technology hardware and/or software changes being considered that affect employee workflow and workload at least 60 days before implementation.

B. Association Input and Participation

1. The Association shall have the right to suggest alternative technology hardware and/or software solutions.

2. The Association shall designate at least one (1) member to sit on any design or implementation committees related to new technology hardware and/or software.

C. Training and Retraining Provisions

The District shall provide training and retraining opportunities to employees affected by new technology hardware and/or software.

D. Protections Against Electronic Monitoring

Employees shall be provided with reasonable notice of any changes to electronic monitoring policies or practices.

E. Equitable Access to Technology

All employees who work with technology shall have access to accessories, equipment, and required program licenses that are necessary to complete their job duties effectively and efficiently.

Settlement Agreement

The Association of Salem Keizer Education Support Professionals (ASK ESP) has filed an unfair labor practice (UP17-14) alleging that the Salem-Keizer Public Schools (District) unilaterally changed working conditions without bargaining, in violation of ORS 243.672(1)(e) when it created a new "Lead Worker" bargaining unit position to teach bi-lingual early education classrooms in Title I schools. The District denies committing a ULP, stating that it satisfied its obligation to provide notice of proposed changes under ORS 243.698 by posting the job opening on the web, consistent with past practice.

The parties agree that that it is in their best interest to resolve this dispute informally, and therefore agree to the following:

1. Whenever the District anticipates making changes in working conditions that impose a duty to bargain, including the creation of a new bargaining unit position, the District will provide notice of the anticipated change by email to both the ASK ESP President and the assigned UniServ Consultant. In order to highlight the important and time sensitive nature of such notice, the District shall send the email flagged as "high priority" with the following subject line: NOTICE OF PROPOSED CHANGE IN WORKING CONDITIONS AND BARGAINING OBLIGATION UNDER ORS 243.678
2. If ASK ESP requests to bargain over the terms and conditions of the new position within fourteen days of receiving the email, the District will bargain as required by ORS 243.698.
3. Unless the parties agree otherwise, the terms and conditions governing the "Lead Worker" position shall be:
 - a. The Lead Worker Position will be classified as an eight [8] hour employee at salary range 16;
 - i. employees with a BA shall start at Step 3;
 - ii. employees with post-secondary coursework in child development, early childhood education or a related field, as well as two previous years of educational experience (at least one of which includes planning and providing for instruction) shall start at Step 3.
 - b. Lead Workers shall be provided with 790 minutes per week of planning time when students are not in the classroom. This consists of one day without students used for planning, professional development, working with the family advocate, or other supportive activities; on the four days that students are in the classroom they shall have a minimum of 90 minutes of planning time which would include planning, staff meetings and assessments. This is in addition to a 30 minute duty free lunch and two 10 minute breaks.
 - c. The District will provide Lead Workers with the assistance of a certified Instructional Coach, Instructional Assistant, Family Advocate, Enrollment Specialist;

- d. Lead Workers shall be provided with training specific to early education/Head Start and as necessary to meet the specific needs of the students in the classroom. For example, Lead Workers may be required to receive MADT training.
 - e. Lead Workers shall be eligible to participate in the District's "Pathways to Certification" program, as are other classified employees.
4. Because the District paid Lead Workers working during the 2013-2014, Title 1 pre-school classrooms under range 16, no back way pay is owed.
 5. ASK ESP agrees to withdraw the ULP filed on behalf of Pre School Lead Workers originally filed March 12, 2014.
 6. Nothing in this agreement will restrict the right of ASK ESP to file any future grievances for violations of any provision of the CBA or this settlement agreement on behalf of its membership.
 7. This agreement reflects the unique circumstances related to this situation.

Ken Parshall 9/5/14
KEN PARSHALL Date
Assistant Superintendent
Salem-Keizer Public
Schools

Leslie Lindberg Harper 9-8-14
LESLIE LINDBERG-HARPER Date
ASK ESP President

24J-HR SEP 8'14 15:35

Association Job Classification Proposal

Range Increases

All job classifications will be increased by 2 ranges on the salary schedule, except for the following range adjustments to these specific job classifications:

- Special Programs Instructional Assistant - Autism: 17 to 22
- Behavior Intervention Trainer: 23 to 28; Name change to "Behavior Systems Coordinator"
- Sign Language Specialist: 17 to 26
- Sign Language Specialist and Scheduler: 19 to 28
- School Bus Driver: 15 to 19
- Driver Trainer: 17 to 21
- Dispatcher: 17 to 21
- Router: 19 to 23
- Lead Trans. Driver Trainer: 19 to 23
- Lead Dispatcher: 19 to 23
- Lead Router: 21 to 25
- Mechanic: 21 to 25
- Technician: 23 to 27
- Lead Mechanic: 25 to 29
- Lube Mechanic: 14 to 18
- Migrant Specialist: 15 to 21
- Community School Outreach Coordinators: 17 to 21
- Graduation Coaches: 17 to 21
- Child Care Worker: 12 to 17
- Head Maintenance Worker: 24 to 27
- Head Structural Worker: 26 to 29
- Lead Maintenance Worker: 23 to 28
- Energy Systems Coordinator: 26 to 30
- Maintenance Worker 1: 12 to 15
- Maintenance Worker 2: 15 to 18
- Maintenance Worker 3: 19 to 25
- Maintenance Worker 4: 22 to 27
- Head Utilities & Electrical Worker: 25 to 29
- Utilities Head Worker, Supervising Electrician: 26 to 30
- Head Structural Worker: 26 to 29
- Apprentice HVAC Tech from 14 to 19
- HVAC Technician: 19 to 23
- Master HVAC: 24 to 28
- LPN Education Assistant: 20 to 25
- Library Media Assistant: 14 to 17 (Name change to "Library Media Specialist")
- Lead Library Media Assistant: 16 to 19 (Name change to "Lead Library Media Specialist")
- Payroll Specialist: 17 to 20
- School Office Specialist 2-HS: 15 to 21 (Name change to "High School Registrar")

Association Job Classification Proposal

School Office Specialist 2-MS: 15 to 21 (Name change to "Middle School Registrar")
School Office Specialist: 13 to 16
Office Manager 1: 16 to 20
Office Manager 2: 17 to 21
Office Manager 3: 19 to 23
Office Manager 4: 21 to 25
School-Based Health Assistant: 12 to 15
Student Data Specialist: 18 to 22
Accounting Clerk 3 - Department: 15 to 19

New Job Classifications

The Association proposes that the District create two new job classifications:

- Pass Room Monitor: Many schools have Instructional Assistants supervising students in what are commonly known as "Pass Rooms." The duties and responsibilities of this assignment surpass those of an Instructional Assistant. As such, the Association proposes that the Pass Room Monitor job classification be instituted and that the classification be set at range 17 on the salary schedule.
- Athletic Secretary: Some schools have School Office Specialists serving as secretarial support for school athletics programs. The duties and responsibilities of this assignment surpass those of a School Office Specialist. As such, the Association proposes that the "Athletic Secretary" job classification be instituted and that the classification be set at range 18 on the salary schedule.

Name Change:

The Association proposes that the job classification "Instructional Support Assistant" be renamed "Behavior Cadre."

Range Number	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16
10	15.61	16.45	17.28	18.11	19.09	20.05	21.04	22.17	23.17	24.37	25.58	26.86	28.20	29.61	31.09	32.65
11	16.45	17.28	18.11	19.09	20.05	21.04	22.17	23.17	24.37	25.58	26.86	28.20	29.61	31.09	32.65	34.28
12	17.28	18.11	19.09	20.05	21.04	22.17	23.17	24.37	25.58	26.86	28.20	29.61	31.09	32.65	34.28	35.99
13	18.11	19.09	20.05	21.04	22.17	23.17	24.37	25.58	26.86	28.20	29.61	31.09	32.65	34.28	35.99	37.79
14	19.09	20.05	21.04	22.17	23.17	24.37	25.58	26.86	28.20	29.61	31.09	32.65	34.28	35.99	37.79	39.68
15	20.05	21.04	22.17	23.17	24.37	25.58	26.86	28.20	29.61	31.09	32.65	34.28	35.99	37.79	39.68	41.67
16	21.04	22.17	23.17	24.37	25.58	26.86	28.20	29.61	31.09	32.65	34.28	35.99	37.79	39.68	41.67	43.75
17	22.06	23.06	24.25	25.45	26.78	28.12	29.49	31.01	32.52	34.18	35.89	37.67	39.55	41.52	43.66	45.86
18	23.06	24.25	25.45	26.78	28.12	29.49	31.01	32.52	34.18	35.89	37.67	39.55	41.52	43.66	45.86	48.15
19	24.25	25.45	26.78	28.12	29.49	31.01	32.52	34.18	35.89	37.67	39.55	41.52	43.66	45.86	48.15	50.56
20	25.45	26.78	28.12	29.49	31.01	32.52	34.18	35.89	37.67	39.55	41.52	43.66	45.86	48.15	50.56	52.74
21	26.78	28.12	29.49	31.01	32.52	34.18	35.89	37.67	39.55	41.52	43.66	45.86	48.15	50.56	52.74	55.74
22	28.12	29.49	31.01	32.52	34.18	35.89	37.67	39.55	41.52	43.66	45.86	48.15	50.56	52.74	55.74	58.53
23	29.49	31.01	32.52	34.18	35.89	37.67	39.55	41.52	43.66	45.86	48.15	50.56	52.74	55.74	58.53	61.46
24	31.01	32.52	34.18	35.89	37.67	39.55	41.52	43.66	45.86	48.15	50.56	52.74	55.74	58.53	61.46	64.53
25	32.52	34.18	35.89	37.67	39.55	41.52	43.66	45.86	48.15	50.56	52.74	55.74	58.53	61.46	64.53	67.76
26	34.18	35.89	37.67	39.55	41.52	43.66	45.86	48.15	50.56	52.74	55.74	58.53	61.46	64.53	67.76	71.15
27	35.89	37.67	39.55	41.52	43.66	45.86	48.15	50.56	52.74	55.74	58.53	61.46	64.53	67.76	71.15	74.70
28	37.67	39.55	41.52	43.66	45.86	48.15	50.56	52.74	55.74	58.53	61.46	64.53	67.76	71.15	74.70	78.44
29	39.55	41.52	43.66	45.86	48.15	50.56	52.74	55.74	58.53	61.46	64.53	67.76	71.15	74.70	78.44	82.36
30	41.52	43.66	45.86	48.15	50.56	52.74	55.74	58.53	61.46	64.53	67.76	71.15	74.70	78.44	82.36	86.48
31	43.66	45.86	48.15	50.56	53.09	55.75	58.54	61.46	64.54	67.76	71.15	74.71	78.45	82.37	86.49	90.81