

***COLLECTIVE BARGAINING AGREEMENT***

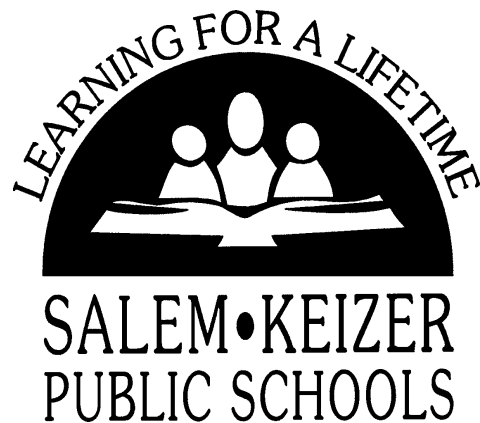
***2024-2026***

***between***

***ASSOCIATION OF SALEM-KEIZER  
EDUCATION SUPPORT  
PROFESSIONALS***

***And***

***SALEM-KEIZER SCHOOL DISTRICT 24J***



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2024 Substitute Hourly Rates

Classification List

## **PREAMBLE**

### **A. Parties to the Agreement**

This Agreement is entered into between the Board of Directors on behalf of the Salem-Keizer School District, herein referred to as the “Board” or “District” and the Association of Salem Keizer Education Support Professionals, herein referred to as the “Association”.

### **B. Agreement**

The intent of this Agreement is to set forth and record herein the basic agreement between the parties on those matters resulting from negotiations (i.e. wages, hours, terms and conditions of employment) held pursuant to provisions or ORS 243.650 et. seq.

### **C. Duration of Agreement**

This Agreement shall be effective from **February 22, 2024**, to **June 30, 2026** unless another effective date is specified for particular provisions thereof.

## 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), (23), and ORS 653.020(3).
2. **Casual Employees:** The parties hereby agree that casual employees for purposes of Section A.1(b) shall mean substitutes, seasonal grounds crew, and persons employed by the District as temporary employees on an irregular basis who work 1,000 (one thousand) hours or less during a fiscal year. Casual employees shall not be included in the bargaining unit.
  - a. **Substitutes:** For the purpose of this Agreement, substitutes are defined as those employees who are called in to replace absent employees (i.e., sick leave, vacation, etc.) or to cover for short-term vacancies during the hiring process. Substitutes are not subject to the 1,000-hour provision in Section A.2 above in this Article.
3. Limited term employees who are employed on the date of ratification of this Agreement will be designated as a regular employee and their seniority dates will not be changed by this action.
4. Temporary employees who meet the 600 (six hundred) hour requirement during the course of the fiscal year, without a break in service, shall be included in the bargaining unit as of the beginning of the next month. Temporary employees included in the bargaining unit shall have all the rights of the collective bargaining agreement, except Article 18, Layoff and Recall and Article 23, Staff Development.
  - a. A temporary employee who meets the 600 (six hundred) hour threshold as defined above in Section A.4 of this article and is retained to continue in the same classification the following fiscal year shall become a regular employee and have all the rights to this Agreement.
  - b. Seniority for the temporary employee who becomes a regular employee will be retroactive to the most recent temporary hire date and the probationary period will begin on the date they become a regular employee.

## **B. Regular Employees In a Temporary Assignment**

A regular employee may be hired into an assignment designated as temporary. When a regular employee is hired into a temporary assignment, the employee maintains their rights as a regular employee as outlined in this Agreement, but the rights described under Article 18, Layoff and Recall shall not apply to the temporary assignment or job classification. When the temporary assignment concludes, the employee will return to their classification held prior to the temporary assignment. The employee will experience no loss in seniority in their previous classification held and shall accrue seniority as if they were employed in their original classification.

## **C. 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.

## **D. Probation**

An employee who has not completed their initial probationary period does not have voluntary transfer rights under Article 17 or layoff/recall rights under Article 18. Probationary employees may choose to sell off accrued vacation time during the recess periods (winter, spring, and summer breaks) while in their probationary period. Probationary employees do not qualify for the Sick Leave Bank. The District's right to terminate a probationary employee with or without cause is not grievable.

Probationary employees who utilize protected leave [FMLA, OFLA, Paid Family Medical Leave Insurance (PFMLI)] during their probationary period will have their probationary period extended by the amount of time the employee is on leave.



## 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 workforce 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.

- i. Before the District subcontracts out bargaining unit work that causes layoffs, reduced regular hours, termination, loss of employment, or elimination of any bargaining unit positions, the District shall notify the Association in writing of anticipated changes that impose a duty to bargain in accordance with ORS 243.698. The Association will have 14 (fourteen) calendar days to file a demand to bargain the impact of the change identified in the notice.
- 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 will be submitted monthly to the District by the Association in an editable digital format.

### **C. New Hire Orientation**

1. With the exception of the months of July and December, the District shall conduct new employee orientations at least once every 30 (thirty) calendar days. The parties may mutually agree to extend this timeline as needed. The District will make reasonable efforts to ensure newly hired employees attend new hire orientation. The Association shall be designated no less than 30 (thirty) and up to 120 (one hundred twenty) minutes during the orientation to meet with the new employees. New employees will be paid for their time.
2. The District shall determine the date, time and location of new employee orientation and will provide the Association notice of the date, time, and location, at least 10 (ten) days prior to date of the meeting.
3. The District shall provide a list of the new employees scheduled to attend the orientation five (5) workdays in advance. The District may share updates to the list of scheduled attendees if time permits.
4. The Association has the right to meet with any new employee who does not attend or is not scheduled for the following new employee orientation meeting, within thirty (30) calendar days of their hiring. The Association may meet with such an employee either individually or in a group meeting for a period of not less than 30 (thirty), but not more than 120 (one hundred twenty) minutes. Employees who attend will be paid at their regular rate of pay and will suffer no loss of benefits for their attendance at this meeting. The meeting will occur at a time and location set by the Association, provided the meeting does not interfere with District's operations.

### **D. Access to Membership**

1. Association representatives may meet with bargaining unit members outside of the workday without limit to address Association business.
2. The District shall grant employees who are designated representatives reasonable time to engage in the following activities during the employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual, or any other benefits:
  - a. Association representatives may meet with Education Support Professionals during the workday whenever ESPs are not responsible for student support/supervision or

attending other District-directed activities. Association representatives have the right to meet with members during a member's regular work hours at the member's regular work location to investigate and discuss grievances, workplace related complaints, discipline and/or performance that pertain to the employee.

- b. Attend investigatory meetings and due process hearings involving represented employees.
  - c. The right to meet with members individually or hold group meetings at a District location before or after the members' regular work hours, during meal periods and during any other break periods, provided that the meeting does not interfere with school or District operations. Association representatives do not need to seek permission before entering District buildings. For the purposes of this section, "school or District operations" includes, but is not limited to staff meetings, PLC meetings, IEP meetings, direct student support, District events, or supervision time. Association representatives will sign in and out of buildings as directed by office staff.
    - i. The Association may utilize District locations for large-scale meetings outside the workday, of more than 50 (fifty) members, provided the Association requests and is approved under the District's procedure for "Use of District Facilities".
    - ii. The Association will provide at least 48 hours' notice to the worksite administrator and Human Resources in cases where the Association representative(s) plan to be in the building more than 90 (ninety) minutes to meet with members.
  - d. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or issues that arise from a dispute including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board.
  - e. Act as a representative of the Association for activities related to collective bargaining and in labor management meetings in accordance with Section I, Association Leave, in this article.
3. 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.
  4. 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 having 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.
  5. 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 (e.g. Sign Language Specialists, School Office Specialists, Office Managers, Translators), for the last 15 (fifteen) minutes of a meeting, or as agreed upon by the Association representative and the organizing Administrator. "District-wide meetings" shall be defined as any meeting organized by an administrator or designee where a majority of the ESPs from the same

classification or multiple classifications are invited to attend. The District will approve the request and Administrators will not remain in attendance at the Association meeting unless invited.

6. 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.
7. The District agrees that Building Administrators will extend an invitation to one (1) 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 15<sup>th</sup> and invitations to participate will be extended by November 1<sup>st</sup>. 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 (2) school weeks of the Association providing names of building representatives.
8. In addition, on request, an Association Representative shall be allowed to make brief announcements and respond briefly to questions at the end of professional development meetings.

#### **E. 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
  - 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 (ten) days of the date of hire for new employees, and every 120 (one hundred twenty) days for current employees

#### **F. Use of Copier Equipment**

Upon advance request, the Association may be allowed use of the District's copier 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.

#### **G. Bulletin Board Space**

The District agrees to allow the Association in each District facility, the exclusive use of a bulletin board or portion thereof or mutually 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.

#### **H. Use of Mailboxes and District Email**

1. The Association shall have the right to use building mailboxes 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 on any webpage that lists external partners. The link shall include the Association's full name and provided logo.

#### **I. Association Leave**

Designated representatives of the Association shall be granted a reasonable amount of release time, to be defined as short term leaves from a pool of up to 900 (nine hundred) hours per fiscal year, including summer, without loss of pay for activities not covered by Section C.4 of this Article. Association leave will be limited to 10 (ten) days per year for any one (1) individual, except for the Association Vice President, who will be limited to 12 (twelve) days per year. ASK ESP will reimburse the District for each member at step one (1) of their current pay range, plus all associated payroll costs (APC), for each member's classification for each day of leave used.

#### **J. 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.

#### **K. 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.

#### **L. Association President Leave**

1. Upon request by the Association prior to June 1, 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 1 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 the Association President needs to take a leave of absence greater than two (2) weeks, the Association Vice President, at the discretion of the Association, will be temporarily granted a leave of absence to fulfill the duties of the President. The Association shall reimburse the District the total cost (i.e. salary, benefits and all associated payroll costs) to the District. Upon the President's return from leave, the Vice President will return to their District position.

#### **M. Information**

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.

## **N. Membership on Committees**

1. Members of the Association of Salem-Keizer Education Support Professionals bargaining unit shall be included on the following District joint advisory committees:
  - a. Calendar Committee (at least 2 members)
  - b. Safety Committee (at least 2 members)
  - c. Education Support Professionals Staff Development Committee (3 members)
  - d. PACE Committee (Proportionate to all participating employee groups)
2. The Association shall make member appointments to the above-named Committees.
3. The District, with input from the Association, shall determine when committees are convened.

## **O. Labor-Management Team**

1. The purpose of the labor-management team is to facilitate communication between the Association and the District.
2. The labor-management team shall deal informally with any issues brought forward by either party.

## **P. Fingerprinting and Background Checks**

1. The initial cost of fingerprinting and background checks charged by the Oregon Department of Education (ODE) will be paid for by the District.
  - a. The District will only pay for one (1) set of fingerprints and one (1) background check and will not be responsible for charges incurred by the employee for rescheduled appointments or no shows to appointments.
  - b. Charges incurred beyond the initial set of fingerprints and one (1) background check will be charged to the employee by the District.



## **ARTICLE 4**

## **EMPLOYEE RIGHTS**

### **A. Just Cause**

The Association recognizes the right to discipline employees. However, no employee will be disciplined without just cause. For the purposes of this article, discipline shall be defined as a reprimand in writing, suspension without pay, termination, or reduction in rank or compensation.

### **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 a representative of the Association present 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 to 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 10 (ten) working days from the meeting date with the employee under investigation. The parties agree to provide extensions of this notice period upon request.
4. Once the District has determined an investigative meeting will be conducted with the employee related to claims or a complaint brought against that employee, the District will make efforts to provide notice within 30 (thirty) calendar days. Exceptions to this provision include when the District is prevented from doing so by outside agencies and/or school breaks and recesses. If the District attempts to notify an employee and the employee is absent from work, the absences shall not be counted against the 30 (thirty) day notification period.

### **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 in an editable digital format. 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<sup>th</sup> (or the next regular business day) of each year.
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 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.
4. The District will provide to the Association between the 5<sup>th</sup> and the 10<sup>th</sup> 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 an explanation.
5. 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 (1) week of receipt of the District's report.
6. 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.
7. 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 30 (thirty) 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 (1) check and OEA/NEA in a separate check, prior to the 15<sup>th</sup> of the following month.
8. 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/United Community Foundation
  - b. Credit Union

- c. Health Savings Accounts (HSAs)
  - d. Tax Deferred Annuities
  - e. OEA Foundation
  - f. Board-approved insurance programs
  - g. Section 125 Flexible Savings Account (FSA)
9. 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.
10. The District shall provide the Association with the names of all employees that are new, terminated, retired or on leave for more than 30 (thirty) days, on a monthly basis and a layoff report will be provided if employees are in layoff status.

## **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.

### **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

## WORKWEEK, HOURS OF WORK

### A. Hours of Work

1. A full-time work schedule shall consist of 40 (forty) hours within the designated workweek, worked on the basis of five (5) eight-hour days or four (4) ten-hour days. The workweek begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District.
2. 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 workweek including a Saturday or Sunday, the District will first seek volunteers among qualified employees, but will not be obligated to assign a modified workweek to a volunteer.
3. A four percent (4%) differential will be paid to employees who have a continuous schedule that includes work on a Saturday and/or Sunday.
4. The District reserves the sole discretion over operational needs and requirements. Shifting of days at an employee's request to a Saturday or Sunday does not entitle the employee to the differential.
5. The District shall give a minimum of one (1) week advance notice prior to regular changes in reporting and end of shift times, except in case of emergency or reasonable student needs.
6. The District and the Association agree that supervisors and bargaining unit members share a collective responsibility to collaborate and communicate with each other to help prioritize the work to be performed within the assigned workday. If an employee is unable to reach resolution with the supervisor, the employee may utilize the complaint process for employees outlined in Article 20.

### B. Flex Time

Flex time is a modification to an employee's work schedule for one (1) workweek or less. 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 work week in which it is requested and will be tracked by the employee's work location. 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; 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. If an employee works additional hours that put the employee into overtime status, without their supervisor's approval, per Article 14, Section E (Overtime), a supervisor may determine that time will be flexed rather than paid overtime. The supervisor and employee will work collaboratively to determine when that time will be flexed.

At the end of a work week, the employee will submit timekeeping with their unused flex time or time deduction (if they did not work the approved adjusted time) to their supervisor.

All time will be adjusted based on the employee's rate of pay.

### 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.

### D. Rest Periods

Each employee shall receive a 15 (fifteen) 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 40 (forty) hours per week, in the employee's regular position during the employee's regularly assigned work year.
2. Less than 12-month employees shall accrue vacation and sick leave for any work performed in their same classification during scheduled recess periods.

## ARTICLE 8

## HOLIDAYS COMPENSATION

### A. Twelve (12)-Month Employees

1. A 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 work day 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 Jr. Day
  - k. Juneteenth

### B. Less Than 12-Month Employees

1. A less than 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 work day 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 (1) day during the week before Labor Day and must work the first regular assigned work day 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. Memorial Day
- j. Martin Luther King Jr. Day
- k. 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, they shall receive the overtime rate for all hours worked in addition to their regular holiday pay.
3. If any of the above-listed holidays fall on a Saturday, it shall be observed on Friday, and if it falls on a Sunday, it shall be observed on Monday.



**ARTICLE 9**

**VACATION**

**A. Paid Vacation**

- 1. All members of the bargaining unit shall be entitled to paid vacation.

**B. Accrual**

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

<b>Service Years</b>	<b>1-2</b>	<b>3-4</b>	<b>5-6</b>	<b>7-8</b>	<b>9-10</b>	<b>11-12</b>	<b>13 &amp; above</b>
Hours Per Month Accrued	6.6667	8.0000	8.6667	9.3337	10.6667	13.3334	14.0000
Total Hours for 260 Day employees	80.0004	96.0000	104.0004	112.0044	128.0004	160.0008	168.0000
Days	10	12	13	14	16	20	21

- 2. Hours accrued per month for less than full-time employees shall be prorated based on the employee’s hours worked, plus additional earnings up to 40 (forty) hours per week, during the accrual period.
- 3. Less than 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 40 (forty) hours per week, 11 (eleven) months per year. Service years eight (8) factor 9.3337 times months employed 11 (eleven); equals total hours accrued vacation of 102.6707.

**C. Approval**

Requests for vacation leave will be made in writing at least five (5) working days in advance. All requests for vacation must be pre-approved by the immediate supervisor. If the request was submitted at least five (5) working days in advance and the immediate supervisor does not render a decision to the employee within five (5) working days of receipt of the request, the request will be automatically approved. Employees may appeal to the Executive Director of Human Resources or designee if they believe their request for vacation has been unreasonably denied.

**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. Less Than 12-month Employees

Accrued vacation not used by less than 12-month employees will be paid off annually at the regular rate of pay.

Less than 12-month employees may request to rollover up to a maximum of 24 (twenty-four) hours of their vacation accrual by written request before May 1<sup>st</sup>.

2. 12-month Employees

Any other employee whose accrued vacation is not used by the end of the fiscal 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.

3. All Non-Probationary Employees

End of Employment: Upon termination of employment for any reason, an employee who has completed their initial probationary period shall be paid for all accrued but unused vacation.

## ARTICLE 10

## LEAVE OF ABSENCE WITH PAY

### A. Sick Leave With Pay

1. All employees shall accrue sick leave in accordance with the provisions of Oregon's School Employee Sick Leave Law (ORS 332.507) and the Oregon Paid Sick Pay Law (ORS 653.601-653.661) related to their and/or their family's illness or injury. Full-time 12-month employees shall accrue 12 (twelve) 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 pro-rated 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 30 of any given fiscal year, and at that time has not used up all paid accruals shall be able to continue to use their sick leave accruals at the beginning of the next fiscal year. However, in these cases, such an employee's sick leave account shall not be credited for additional hours in the new fiscal year until they 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 the employee is absent.
3. Sick leave is a right of an employee when used in accordance with this Article and sick leave statutes. The District may require medical certification as a condition of allowance of sick leave when an employee is absent in excess of 10 (ten) consecutive workdays.
4. If the employee's absence may qualify under state and/or federal leave laws, then the employee will provide a medical 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 medical certification upon request by the employee.
5. If the medical certification indicates an employee can return to their duties, they shall return, or in continued absence may be disciplined up to and including termination.
6. 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.
7. Sick leave shall be utilized for personal or family members' medical, dental, and optical appointments on an hour for hour basis. Sick leave may be utilized for absence due to personal or family member's physical and/or mental illness, injury or any disabling condition including pregnancy as verified by a healthcare provider.
8. Qualifying family members under Section A.1 of this Article include: Spouse, domestic partner, child (including adopted, stepchild, foster child), domestic partner's child, parent, parent-in-law, domestic partner's parent, grandparent, grandchild, and any individual whom an employee has or had an in loco parentis relationship as defined under ORS 653.601.

9. When an employee is absent due to illness or injury compensable under the Workers' Compensation Law, the District's obligation to compensate the employee from any of the employee's paid accruals is limited to the difference between the payment received as a result of Workers' Compensation award and the employee's regular salary. In such instances, prorated charges will be made against accrued leave. The order of the accruals to be used are as follows: sick leave, vacation leave, and personal leave.
10. Any employee on workers' compensation leave who has exhausted their sick leave and whose healthcare provider 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.
11. An employee absent from work due to injury that is the result of workplace violence while acting in their capacity as an employee for the District, will receive compensation for up to three (3) days of pay at the employee's per diem rate, per instance. In order to qualify for such compensation, the employee must have an accepted Workers' Compensation claim associated with that injury.
12. For the purposes of transferring sick leave, the District shall permit an employee to transfer up to 75 (seventy-five) 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 30 (thirty) days in the new district.

## **B. Paid Family Medical Leave Insurance**

1. For purposes of administering Oregon's Paid Family and Medical Leave Insurance (PFMLI program), the District has the option to change to or from a state plan and a state approved equivalent plan provided employee contributions with an equivalent plan do not exceed the amount that an eligible employee would otherwise be required to contribute with a state plan. PFMLI will run concurrently with OFLA/FMLA.
2. Employees must make the decision to either run their paid leave accruals concurrently or not concurrently with PFMLI when providing notice of their foreseeable leave to the Leaves department. Employees will enter the amount of their accruals they want to use in the absence management system and will be subject to payroll deadlines. If employees choose to use their accruals, they will enter their absences in the District's absence management system. If they choose not to use their accruals, the Leaves Department will enter their absences on their behalf.

If advanced notice is not possible due to an emergency or unforeseeable event, the employee must notify the Leaves department as soon as possible.

3. If an employee's PFMLI leave is extended, the employee will be allowed to modify their paid leave accrual election at that time. Any wages paid to an employee based on the employee's paid leave accrual election will be final and not subject to a repayment or restoration of accruals.

### **C. Court Appearances**

1. If an employee must appear in court on their own behalf, they may use their personal leave, vacation, or take leave without pay.
2. If an employee is called for jury duty or is subpoenaed as a witness in a court case related to their work with the District, they will be compensated by the District at their current rate of pay, for the hours of work lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. The District may require a jury summons to be provided by the employee.
3. In the event the employee is a claimant against the District, then their leave shall be without pay.
4. 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.

### **D. 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 used for any purpose for which other leaves are specifically provided by this Agreement unless those leaves have been exhausted. Requests for leave must be made in writing at least three (3) workdays prior, unless it is an emergency, then the request will be provided as soon as practical. If the employee submitted their request at least three (3) workdays prior to the personal leave and the supervisor has not rendered a decision to the employee within three (3) workdays, the request will be automatically approved. The supervisor's decision may be appealed to the Director of Human Resources or designee within 14 (fourteen) 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 (5) student contact days at the start of the school year or the last five (5) student contact days at the end of the school year, the week prior to or the day following Winter and Spring Break or the day immediately prior to or after a holiday.
3. Exceptions to blackout dates will be made on a case-by-case basis for once in a lifetime events (i.e. wedding or graduation) by submitting a written request to the employee's supervisor. These exceptions must be communicated to payroll and Human Resources in order not to result in a loss of pay.
4. Personal leave hours will be front loaded to an employee after the employee has worked one (1) full day after the start of the fiscal year.

#### **E. 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.

#### **F. 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.

#### **G. Military Leave With Pay**

The District will comply with all state and federal laws regarding military leave. Military leave may be with or without pay based on the type of orders received by the employee. This leave is available to all qualifying employees, including employees in probationary status. Employees will notify the Benefits and Leaves Department to process Military Leave requests.

#### **H. Family Illness Leave**

Family illness leave may be utilized for absence due to critical illness or injury of a family member as defined in Section A of this Article and includes sibling, aunt, uncle, niece, and nephew to a maximum of three (3) regular workdays per fiscal year. A critical illness/injury means any illness/injury requiring the employee's presence. When the family member resides outside the employee's household, the employee's presence must be necessary in order for the employee to take leave. Employees may use any available vacation leave in accordance with the provisions of Article 9.

#### **I. 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 parent, parent-in-law, spouse, domestic partner, child (including stepchild, foster, adopted, and a child whom the employee stands in loco parentis), grandparent and grandchild, sibling (including step-brother and step-sister), aunt, uncle, niece, and nephew or for a pregnancy loss. This leave may be entered by the employee through the normal absence reporting system. Employees are required to identify the relationship of their family when entering their absence. Employees may use any available vacation leave in accordance with the provisions of Article 9. Probationary employees are eligible to use leave.

Note: There are additional bereavement leave opportunities in Article 11, Leave of Absence Without Pay

## **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. While an employee may be granted more than one (1) leave of absence over the course of their career with the District, an employee may only be granted up to one (1) year of unpaid leave per type of leave, except Peace Corps Leave, without pay in Section E of this Article below. The District may grant an exception to this provision if there are extenuating circumstances.

Employees on any of the leaves without pay in this Article, shall not engage in employment outside the District without prior permission from the District.

### **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 or qualifying family member (family member as defined in Article 10, Section G of this Agreement), shall be granted after sick leave with pay has been exhausted and subject to the following conditions:

1. 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, 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.
2. The employee may be required to provide a medical certification from their healthcare provider that the illness or injury of the employee or qualifying family member prevents the employee from returning to duty. If the employee fails to provide such required certification or medical evidence indicating the employee could return to duty, but fails to do so upon written request, may be terminated from their employment.

### **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 be in writing and include the reason for such leave.
2. Employees may utilize their vacation leave, personal leave and compensatory time accruals before beginning a 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 the 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. State Bereavement Leave**

Employees may utilize unpaid Bereavement leave under state leave laws. If an employee utilizes bereavement leave under state leave laws, the paid District benefit will run concurrently with the unpaid state bereavement leave. Bereavement leave under state leave laws may only be taken for qualified family members under the law, and requests must be submitted by the employee to the Benefit and Leaves Department of Human Resources. This benefit is only available when the death of a family member occurs during the employee's work year and must be used within 60 (sixty) days of family member's passing.

#### **F. 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.

#### **G. 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 (1) 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.
2. An employee on parental leave without pay shall be reinstated in a position substantially equivalent to the one (1) held before taking the leave. The employee returning from parental leave shall not suffer a loss of seniority due to this leave provision.

#### **H. 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.

#### **I. Career Development Leave**

1. Employees with at least one (1) year of service may be granted leave of absence for one (1), or two (2) District semesters, or three (3) trimesters 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. An employee, with District approval, may be granted an unpaid leave of absence for the purpose of a practicum, apprenticeship, or a student teaching assignment related to the pursuit of licensed teaching, school counseling, or other educational degree, or an enhancement of their current job qualifications or qualifications for another type of District position.



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. The scheduling of such leave will be mutually agreed upon between the District and the employee.
5. The District retains the right to limit the number of employees granted such leave.
6. Employees who have completed their initial probationary period shall be eligible to utilize Staff Development funds, per Article 23 of this Agreement.

**J. Returns From Unpaid Leaves**

An employee on an approved leave of absence without pay, under this Article, wishing to return from leave early, must get pre-approval from Human Resources. Early returns will be reviewed on a case-by-case basis.

## **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 wage schedule upon their return.

### **B. Service**

Approved leaves will not be considered a break in service. All accrued benefits earned prior to the 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

The purpose of the sick leave bank shall be to extend additional sick leave hours for an employee should an illness or injury as described in this Article 13, Section A.3 below exhaust the employee's accumulated sick leave, vacation accruals, and personal leave.

1. New employees may elect to participate in the sick leave bank within 30 (thirty) calendar days of the initial hire date. If they choose not to participate in the sick leave bank, they must wait until the next open enrollment for another opportunity to join.
2. Probationary employees may enroll in the Sick Leave Bank but are not eligible to access the benefit until after their probationary period ends.
3. Current employees who have not participated previously shall be permitted to enroll not later than October 31<sup>st</sup> of any year with an effective eligibility date of November 1<sup>st</sup> of that year.
4. On or before October 31<sup>st</sup> each employee may contribute one (1) individual work day 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) day 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.
5. Upon depleting accumulated sick leave, vacation leave, and compensatory time, and after obtaining a healthcare provider'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 10 (ten) workdays, 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 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 a PERS disability benefit, 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 10 (ten) workdays and a healthcare provider has certified in writing this illness or injury; and
  - e. there are sufficient days in the sick leave bank to cover the request.
6. 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.

7. 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 10 (ten) 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 50 (fifty) days of sick leave from the sick leave bank be approved per individual member in any one (1) school year.
8. 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.
9. 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.

## **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. Probationary employees are not eligible for Shared Vacation Leave. 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 not members of the Sick Leave Bank may apply directly to receive Shared Vacation Leave.
4. Employees will be limited to the equivalent of 50 (fifty) workdays (based on the donee's scheduled workday) per year (400 (four hundred) hours for a full-time employee) in any combination of Sick Leave Bank and Shared Vacation Leave.
5. 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.

6. Donations must be made in full-hour increments with no minimum hours required per donation occurrence.
7. 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.
2. ASK ESP will determine if all eligibility criteria are met.
3. ASK ESP will solicit donations from their membership for 10 (ten) 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 10 (ten) working days (whichever comes first), ASK ESP will submit the application and donation forms to the District's Benefits and Leaves Manager.
6. The Benefits and Leaves Manager 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 7.0% for fiscal year 2023-2024 retroactive to July 1, 2023, 3.75% for fiscal year 2024-2025, and 4.0% for fiscal year 2025-2026.

Upon the date of ratification of this Agreement, active employees shall receive a one-time \$5,000 recognition and retention stipend. This stipend shall be paid out within 10 (ten) working days of ratification of this Agreement. Employees whose FTE is greater than or equal to 0.5 FTE shall receive the full \$5,000 stipend and employees whose FTE is less than 0.5 FTE shall receive \$2,500. Casual employees and employees on a non-protected leave of absence for more than six (6) months are ineligible for the stipend. Employees on a paid administrative leave shall receive the stipend upon reinstatement.

2. All employees eligible for step increases shall receive their step increase on July 1<sup>st</sup> of each year. New employees hired before January 1<sup>st</sup> of a given year shall receive a step increase on July 1<sup>st</sup> of the same year. New employees hired January 1<sup>st</sup> or later of a given year will not receive a step increase until July 1<sup>st</sup> of the next year.
3. If an employee is hired or reclassified into a higher paying classification, the employee shall be moved effective with date of assignment to the step in the new classification that is based upon the greater of the following:
  - Step consistent with their years of related work experience as determined by Human Resource; or
  - The next higher step in pay, on the new pay range; or
  - Step One (1) of the new pay range.
4. If an employee is hired or reclassified into a lower paying classification, the employee shall be moved effective with date of assignment to the step in the new classification based upon the greater of the following:
  - a. Step consistent with their years of related work experience as determined by Human Resources;
  - b. Step consistent with their last held step in the lower paying classification, if applicable; or
  - c. Step One (1) of the new pay range.

### B. Out-of-Class Pay

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 shall be entitled to the rate of pay 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.

### **C. Longevity Stipend**

An employee who meets the qualifications shall receive a longevity stipend of 2.5% of their annual salary paid in a single payment in October of the year they qualify. Such payment shall be paid once every three (3) 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 (ten) or more years of continuous service with the District in a classified bargaining unit position. No employee shall receive a longevity stipend more often than once in any three (3)-year period.

Employees working out of class will have their qualification for the stipend calculated based on their step placement on the salary range of the position in which they otherwise would be working.

### **D. Pay Options**

1. Each regular Education Support Professional employee whose work assignment is less than 12 (twelve) months shall be paid on the basis of 12 (twelve) equal payments. Employees who are on a 12 (twelve) pay schedule will receive all monies earned in the fiscal year by June 30<sup>th</sup>. Annually, a returning employee shall be permitted to elect payment on the basis of 10 (ten) 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<sup>th</sup> of the new fiscal year.
3. This section does not apply to 12-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 40 (forty) hours in any workweek, except when employees work a four (4) – 10 (ten) workweek. In such case overtime will be paid for all assigned work in excess of 10 (ten) hours in a day or 40 (forty) 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. Sick leave shall not be counted as time worked.

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. Any compensatory time that has not been used by May 15<sup>th</sup>, will be paid out in full in the May payroll. Any compensatory time earned in June, will be paid out in the June payroll as overtime. Compensatory time earned and used will be tracked in the payroll system and noted in the employee's leave accruals.
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 four (4) or more hours of their scheduled working shift after 5 p.m. and before 5 a.m. Such compensation shall be four percent (4%) per month greater than their regular monthly salary.

#### **G. Call Back Pay**

In emergency situations, an employee who is called back to work after the end of their shift, shall be compensated at the rate of time and one-half (1 ½) for a minimum of two (2) hours or actual hours worked, whichever is greater.

#### **H. 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) hours at their regular rate of pay for every 24 (twenty-four) hour period during Monday at 8:01 a.m. – Friday at 4:59 p.m. The first time the employee is required to report to work, the time worked shall be applied to the two (2) hours per 24 (twenty-four) hour period.
  - a. On Friday, beginning at 5:00 p.m. until Monday at 8:00 a.m., an employee shall receive four (4) hours for every weekend period. The first time the employee is required to report to work, the time worked shall be applied to the four (4) hours, per weekend.
2. 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, in excess of 40 (forty) hours during a workweek, shall be subject to overtime provisions.



**I. Mileage Reimbursement**

Employees who are required to use their personal vehicles for work purposes will track and submit their actual miles traveled and will receive reimbursement at the IRS rate.

Employees who are not required, but request to use their own vehicle for work purposes, must have pre-approval from their supervisor. If the employee has pre-approval to use their personal vehicle, they may submit a mileage report and receive reimbursement at the IRS rate.

**J. Bilingual Differential (This Provision Goes into Effect on July 1, 2024)**

Employees may qualify for a language differential of four percent (4%) of the Grade 19, Step 1 Rate, if the following requirements are met:

1. Qualifications
  - a. The employee demonstrates verbal and written proficiency in a second language other than English, based on the District’s assessment requirements. Any assessment fees will be paid by the District; and
  - b. The employee’s supervisor assigns duties which include the use of the second language on a regular basis that supports students, staff, parents, and/or community members of their school or program.
2. This differential will be awarded to employees on a year-to-year basis based upon the needs of the District.
3. No retroactive pay will be given for any work performed prior to successfully passing the District’s language assessment.

**K. 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. The District will also collect overpayment of wages and/or benefits from employees.

**L. Work During Recess Periods**

Less than 12-month employees who are brought back to work during scheduled recess periods will be paid a rate consistent with past practice. The rate will increase each year at the same rate as the salary schedule.

**M. District Closures**

Employees who are required to report to work at a District work location, during a District closure, shall receive a four percent (4%) differential for the hours worked on that day.

## ARTICLE 15

## INSURANCE

### A. District Contribution

1. The maximum District contribution for plans selected will be \$1,510 for the 2023-2024 insurance year, beginning the month following ratification and \$1,550 for the 2024-2025 insurance year, and \$1,575 for the 2025-2026 insurance year.
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. Two (2) Employees Employed by the District Benefit (Formerly "Two (2) on Contract")

When married couples or domestic partners are both employees of the District, they may elect to combine their full insurance contributions to pay their plan premiums. They may use up to the equivalent of insurance contribution caps for both employees. The following is required to qualify for this benefit:

- a. Both the employee and spouse or domestic partner work for the District.
  - b. Both the employee and spouse or domestic partner are both eligible for insurance benefits.
  - c. Both benefit eligible employees complete and sign a form enrolling in this benefit arrangement.
  - d. Two (2) Employees Employed by the District Benefit means:
    - i. One (1) spouse, domestic partner employee declines the medical, dental, and vision enrollments offered by the District.
    - ii. The other spouse or domestic partner of the employee enrolls all eligible family members in a medical, dental, and/or vision plan offered by OEBC.
    - iii. The family has one (1) set of medical, vision, and dental benefits and is not double covered through the District.
  - e. If the employee and/or spouse work part-time and receive a pro-rated District contribution, the District will pay up to 100% (one hundred percent) of the pro-rated contribution for each person.
  - f. Any premium amount not covered by the District contribution is paid by the employee.
5. The District will contribute \$100 a month to all eligible employees' Health Savings Accounts (HSA) who elect a qualifying high deductible insurance plan through the District.

**B. Retirees**

Retiring employees may elect to continue participation in District group insurance plans, single, two (2)-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) which allows employees to refer themselves confidentially to the EAP provider. To protect confidentiality, any data which the provider transmits to the District shall be summary only and will conform with an employee's HIPPA rights. Employees may request information regarding the EAP from the Benefits and Leaves Department.

## **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 in a bargaining unit position 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 for any reason besides retirement but is rehired as a regular District employee within 15 (fifteen) 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 that are accessible via the District web site.

### **C. Vacancies**

1. When a bargaining unit 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 for each position, if that many have applied. In-District applicants invited to participate in a video interview may request and will receive an in-person interview if preferred by the applicant. Requests will be submitted to the hiring supervisor.
2. When a bargaining unit 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 bargaining unit 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.

#### **D. Voluntary Transfers**

An employee who has completed their initial probationary period may initiate a request for a voluntary transfer to another position by filing an application for the vacancy.

#### **E. Involuntary Transfers**

1. To meet the operational needs of the District, the District has the right to reassign employees as necessary.
2. When possible, the District will request volunteers for transfer prior to involuntary transfer. Volunteers may be restricted to specific job classifications, assignments, FTE levels, or other criteria, as determined by the District.
  - a. If volunteers are requested, the most senior qualified volunteer who meets all the position requirements will be selected first.
3. Notice will be given to a staff member identified for transfer as soon as reasonably possible.
4. A staff member identified for transfer may request to discuss the reason(s) for the transfer with the Executive Director of Human Resources or their designee.
5. To ensure a safe and efficient transition, employees who are involuntarily transferred will be given an orientation to their new worksite by their supervisor or designee.

#### **F. Probationary Period**

All Probationary Employees - The parties recognize that the 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.

1. New Hire Probationary Employees - Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. The District has the right to terminate new employees on a probationary status after written notice that shall give reason(s) for the decision to terminate.
2. Current Employees Hired into a Different Classification - Employees hired into a different classification shall serve a probationary period of three (3) 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.

3. The probationary periods in Sections 17.F.(1) and F.(2) of this Article do not accumulate if the employee does not work during the summer break (June through August), spring break, or the winter break (December-January).

## 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.
  - a. 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.
2. Qualifications – the minimum standards of performance required by the District, as per District job description and any special occupational skills.
3. Bump – the displacement of one (1) employee by another employee with greater seniority.
4. Classification – the specific title to which an employee is assigned based on the District’s Education Support Professional employees’ classification schedule.
5. District Seniority – based on continuous employment with the District since original date of service without a break in service.
6. Classification Seniority – based on date an individual was hired into classification presently held without a break in service.
7. 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.
8. 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 with the first 10 (ten) 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 to the Association and to the employees to be laid off 21 (twenty-one) 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 their classification, an employee scheduled for layoff may, using District seniority, bump the least senior employee in the same classification provided they are qualified to perform the duties of the position and the number of regular hours assigned to the new position is not greater than they are 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 they most recently held regular status provided they are more senior than the employee being bumped and are 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 15 (fifteen) **business** days from receipt of the letter to notify the Board of their intent to return and must be able to return within 15 (fifteen) 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 30 (thirty) 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 (1) of the following occurs:
  - a. An employee is not recalled within 27 (twenty-seven) 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 they were working at the time of layoff.
  - c. An employee fails to timely respond to recall, the maximum being 15 (fifteen) **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**

## **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. Protective Equipment**

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, how to put on the equipment, and the necessary maintenance protocols. Proper PPE and other protective equipment shall be provided for all employees engaged in work where such PPE is required to meet state or federal regulations or District policy. PPE and other protective equipment shall remain the property of the District.

### **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**

When the District requires safety and first aid training for Education Support Professional employees, it will be provided at no cost to the employee. The employee's training time shall be paid at the employee's regular rate of pay.

### **E. Access to Student Records**

All school district employees, (including, but not limited to SPIA and Bus Drivers) assigned to work with a student with specialized needs to assist the student with the educational, behavioral, medical, health, or disability-related support needs of the student must have access to the individualized education program, 504 Plan, behavior intervention plan, medical support protocols, or any other documentation related to the school district employee's responsibilities to assist with the student's educational, behavioral, medical, health, or disability-related support needs.

## **F. Training Programs**

1. All school-based employees, as well as non-school-based employees who work directly with students, will receive training in de-escalation and crisis management intervention techniques.
2. All Campus Safety Specialists and SPIAs will receive Oregon Department of Education approved restraint, seclusion, and staff protection training. Other employees may volunteer to receive training as capacity allows, as determined by the District. The District and the Association agree to work collaboratively to identify additional employees who may receive this training.

## **G. Emergency Contact During the Work Day**

Each worksite will establish procedures that identify who an employee contacts in the building for assistance during emergencies. The procedure will include a contingency in case the initial contact person is not available and name a supporting administrator if there is not one available in the building. Modifications to these procedures will be shared with staff, including the building representative, by the conclusion of the third week of school.

## **H. Response to Intervention**

1. For students, in cases where the frequency, intensity, and/or duration of student behavior jeopardizes the safety of staff or students, a collaborative approach will be taken to address the situation. The concern will be brought to the school team that meets to discuss student behavior and/or the student's IEP team, in collaboration with those knowledgeable of the student and staff knowledgeable of the incident(s). They will consider the need for interventions or adjustments to promote a safe environment including a behavior plan if the student does not currently have one. The following people may be invited to attend the meeting: employee(s) knowledgeable about the student, administrator, behavior team member, and parent/guardian.

### **2. District Disciplinary Policy**

The District will notify all employees of any changes to District student discipline policies.

### **3. School Disciplinary Policy**

- a. Student disciplinary procedures shall exist for each school in the District. Employees and administrators shall adhere to the procedures.
- b. The building principal will provide the employees with either written or online building discipline procedures, including the discipline matrix at the beginning of the school year.

## **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. If an employee refuses to sign the document, the supervisor will note on the document the date and time the employee was presented the document and that the employee refused to affix their signature. The document will then be placed in the personnel file. 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. Non-disciplinary letters such as letters of caution, consultation, warning, or directive shall be considered temporary contents of any employee's personnel record and upon employee request shall be 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.
4. An employee may have access to review their file by contacting the District Human Resources Department. Online access will be made available to the employee, following their request. An employee must provide written authorization for any other party to view their personnel file.

### **B. Employee Evaluations**

Changes to the evaluation system shall be presented to the Association for review prior to implementation.

1. Evaluations shall be completed annually.
2. Employees may request a written copy of their summative evaluation.

### **C. Complaints**

1. An employee shall be advised of any formal complaint filed by a student, parent, community member, or coworker. Complaints can be handled in an informal way with the Administrator sharing the information and working for a mutual resolution of the problem in keeping with the policies of the District and guidelines for ethical educators.
2. If a complaint may result in discipline and an investigative meeting may be held, notification of the meeting will include a description of the employee's alleged misconduct, including the date(s) of the alleged misconduct, if applicable.
3. There will be no retaliation against any complainant by the Association or the person complained about.

#### **D. Complaints by Employees**

Employees who wish to process complaints may use the District's policy.

**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.

**ARTICLE 22****INSERVICE PARTICIPATION**

Notice of requirement for mandatory participation in planned in-service, Professional Development, and/or other trainings that are scheduled to occur during their regularly scheduled workday(s) shall be provided to affected employees as soon as practical, but not less than seven (7) calendar days, prior to the date of such in-service, Professional Development, and/or other trainings.

Notice of requirement for participation in planned in-service, Professional Development, and/or other trainings that are to occur on an employee's non-scheduled workday, shall be provided to affected employees at least 20 (twenty) working days in advance of the date the employee is required to attend.

The District agrees to cooperate with ASK ESP in developing relevant in-service opportunities for Education Support Professional employees on the October in-service day.



**ARTICLE 23**

**STAFF DEVELOPMENT**

The District will provide the following amounts for Education Support Professional staff development activities:

<b>2023-24</b>	<b>\$65,000</b>
<b>2024-25</b>	<b>\$65,000</b>
<b>2025-26</b>	<b>\$65,000</b>

The District will develop and administer guidelines for the use of these staff development funds through the Education Support Professional Staff Development Committee. Funds may be used to provide tuition and/or professional development reimbursement.

## **ARTICLE 24**

## **GRIEVANCE PROCEDURE**

### **A. Definitions**

1. Grievance: A claim by an employee or group of employees based on the interpretation or violation of this Agreement. (The Board maintains a separate "Complaint Procedure" for resolution of all issues involving Board policy).
2. Grievant: The employee, group of employees or the Association who 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 grievant. 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 grievant to have the Association 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. 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 grievant 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. Once the grievance is settled, employees may request a meeting with the supervisor to discuss the provisions of the resolution related to the grievance. The employee has the right to representation.

### **C. Levels of Grievance Procedures**

1. Informal Discussion: Within 30 (thirty) days of the time the grievant first had knowledge, they will discuss the grievance with the immediate supervisor, with the objective of resolving the matter informally. The grievant will identify this informal discussion as a grievance at the beginning of the meeting with the immediate supervisor. The immediate supervisor will communicate their decision within 10 (ten) days of the informal discussion.
2. Level One: If the grievant 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 10 (ten) days after the informal decision, the grievance shall be considered as waived. This written grievance shall set forth the specific grounds upon which the grievance is based, the contract clauses involved, and the remedy requested. The immediate supervisor shall communicate their decision in writing within 10 (ten) days to the grievant.
3. Level Two: If the grievant is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within 10 (ten) days after the written grievance was delivered to the immediate supervisor, the grievant or the Association may within 10 (ten) 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 10 (ten) days to the grievant.
4. Level Three: If the grievant is not satisfied with the disposition of their grievance at Level Two or if no decision has been rendered within 10 (ten) days after the grievance was delivered to the Director of Human Resources, the grievant may, within 10 (ten) 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 15 (fifteen) days after receipt of a request by the grievant. A copy of such request shall be delivered to the District.
  - a. Within 10 (ten) 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 the Association. The parties shall select an arbitrator from the ERB list within 10 (ten) days of receipt of the list.

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.

- b. 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.

**ARTICLE 25**

**TRANSPORTATION OF STUDENTS AND DISTRICT  
EQUIPMENT IN PERSONAL VEHICLES**

- 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.
- 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 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.
- 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.
- D. Those employees who use their personal vehicles to transport students or District equipment in emergency situations shall receive all benefits of this Article.
- 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.

**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 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.

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. Definitions

For purposes of Article 28, the following definitions apply:

1. "Activity runs" means bus runs necessary to transport students outside of established school bell times.
2. "Additional duties" means regular assigned work, other than trips or driving routes, needed for efficient transportation operations. Example of work includes, but is not limited to, fueling, seat repair, video installation, water buckets and garbage, vehicle shuttling, detail, vehicle inspections, lot clean up, placement and retrieval of banner buses.
3. "Midday routes" means routes occurring between established school bell times and not specifically tied to a regular bus route.
4. "Regular route" means the am / pm bus route necessary to transport students from home to school and school to home at established school bell times.
5. "Route package hours" means the average number of planned work hours per day during a standard five (5) day work week. Route package hours includes all time for regular routes, midday routes, activity runs, and additional duties.
6. "School bus driver" means a driver who improves student achievement by safely operating District school buses for the purpose of transporting students over scheduled routes to and from school and to and from District-sponsored events and activities.
7. "Special programs driver" means a driver who improves student achievement by transporting students safely to and from school involved in programs for developmentally delayed, physically impaired, bilingual students, teen mothers, or students involved in special programs.
8. "Standby driver" means a bus driver who is regularly employed by the District, not assigned to a route, but has a standby assignment.
9. "Summer work" means regular assigned work needed for efficient transportation operations. Examples of work include, but are not limited to, routes, trips, fueling, seat repair, video installation, water buckets and garbage, vehicle shuttle, detail, vehicle inspections, lot clean up, placement and retrieval of banner buses.
10. "Type 10 van driver" means a driver who operates vehicles, with up to nine (9) passenger capacity (plus driver), safely and efficiently to assigned locations along designated route (inside and outside District boundaries), transporting students, staff, parents, and caregivers to and from school and special events.
11. "Utility driver" means a bus driver who is regularly employed by the District, but who is assigned a route based on District need.



12. "Vacant route" means:

- a. The driver who originally bid on the route is no longer available to drive that route (other than a driver on an approved leave),
- b. There is a change to all routes due to school boundary or bell time changes, or
- c. A route that has been newly created.

## **B. Bidding and Route Assignments**

1. All current bus drivers will have the opportunity to bid by seniority on all routes for which they are qualified during the District scheduled bidding periods.
2. If all routes become vacant because of District wide school boundary changes or District wide bell times, a full bid will take place in August prior to the start of the school year in which the changes take effect.
  - a. Announcement for a need to vacate all routes will be made by the end of May prior to the changes taking effect.
  - b. Driver classification will be frozen at the end of the year. Drivers who wish to change to a new classification will notify the Operations Manager during the June checkout for the August bid.
  - c. One (1) bid will be held; however, drivers may only bid on routes for their qualification as established at the end of the previous school year.
  - d. Drivers must select a regular route or standby assignment. Additionally, drivers may select a midday route, activity route, or additional duty assignment to create their route package hours. Route package hours may not exceed eight (8) hours at the time of bid.
  - e. Drivers who are not present for the bidding process will be assigned a route by the Director of Transportation or their designee.
3. All routes will become vacant at the end of the 2023-2024 school year. A bid will take place prior to the 2024-2025 school year as outlined in Section B.2.
4. Route package hours may be assigned to a utility driver when the regular driver is on a long-term leave.
5. Requests to change a driver'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 students or the District.
6. Drivers working during scheduled recess periods will be able to use leaves in accordance with Article 10 of this Agreement.
7. Type 10 Van Drivers will have a separate bid from bus drivers, but will follow the same process outlined in Section B of this Article.

8. Vacant routes or additional duties will be posted for a minimum of five (5) days for drivers to bid. Bidding will be managed to minimize overtime.
  - a. If, after five (5) days, one (1) or more qualified drivers has bid on the route or assignment, the route or assignment will be awarded to the most senior driver. Route package hours may not exceed eight (8) hours at the time of bid.
  - b. If, after five (5) days, no qualified bus drivers bid on the route or additional duty, then the route or additional duty will remain available for bid and be assigned to a driver to meet the operational needs of the district.
  - c. If, after five (5) days, the only qualified drivers who bid on the route or additional duty have route package hours that would result in overtime, then the route or additional duty will remain available for bid and be assigned to a driver to meet the operational needs of the District. If there is no option to assign the route without overtime, it will be assigned in a way to minimize overtime.
  - d. Evaluating route package hours for overtime will only occur when bidding a route. If, through route changes, a driver's route package hours exceed eight (8) hours a day, the driver will not be asked to reduce other parts of their route package hours.
  - e. Any driver that bids on a route affirms acceptance of the route should they be the most senior, qualified, bidder.
9. Summer work is not subject to bid and will be assigned by the Operations Manager based upon prior summer work experience and availability.

### 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 Drivers

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.

### E. Standby Drivers

1. Available standby positions will be posted and any driver with **at least one (1) year 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 60 (sixty) 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 route package hours as the driver held prior to accepting the standby job. Temporary standby positions can be established for up to 45 (forty-five) 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 (2) designated locations.
  - e. Demonstrate the ability to drive a bus following written run directions over a designated course within prescribed timelines.
3. Stand-by drivers will receive a four percent (4%) differential.

#### **F. Trip and Shuttle Assignments**

1. Trips will be divided as equitably as possible among all current bus drivers in order to provide an opportunity for all drivers to attain a 30(thirty) hour week schedule. 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 available 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 24 (twenty-four) hours' notice and a trip assigned to a driver with less than 24 (twenty-four) hours' notice.
3. Bus drivers who lose time off the route package hours and sign up for trips and shuttles will be given preference for trip assignments until the lost time is made up.
4. Overnight Weekend Trips
  - a. On weekdays, including Friday, of an overnight trip, drivers will not earn less than their route package hours.
  - 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. 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).
3. Seniority lists for bus drivers will be updated and posted quarterly. The list will also indicate what qualifications the driver has for the various classifications. (school bus driver, special programs driver, stand-by driver, utility driver).

### **H. Driver Clock and Reporting Time**

1. 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 15 (fifteen) minutes before their next assignment begins it is not necessary to sign off the time clock.
2. Bus drivers who report for scheduled trips on school days that are subsequently canceled shall receive reporting time pay of two (2) hours at their regular rate of pay.
3. Bus drivers who report for scheduled trips on non-school days that are subsequently canceled, shall receive reporting time pay of two (2) hours at their regular rate of pay. Bus drivers who are not notified of such a cancellation prior to the close of the previous business day (5 p.m.) for which they did not report, shall receive one (1) hour at their regular rate of pay.
4. Bus drivers who report at their regular time on a day when the District closes school, will receive one (1) hour at their regular rate of pay or their actual time worked, whichever is greater.
5. Bus drivers who report at their modified time due to a 2-hour delay when the District closes school, will receive one (1) hour at their regular rate of pay or their actual time worked, whichever is greater.

### **I. Insurance for Transportation Employees**

1. Transportation employees\* who meet the minimum number of work hours (described below in Section I.1.a-d) 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 workdays 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 route package hours but less than six (6) who accrue the minimum number of work hours would qualify.
- b. Employees who qualify under the criteria in Section I.1.a 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 route package hours.
- 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.1.b above would receive September's full insurance package.
- d. Employees covered by this provision may not switch insurance packages once one (1) is selected for the year.

*\* To include drivers, driver trainers, fuelers, dispatchers, routers, fleet service personnel and office clericals.*

#### **J. Fleet Services Mechanic Series**

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. Mechanics, mechanic technicians, lube mechanics, and lead mechanics will each have two thousand dollars (\$2,000) a year available for the purpose of reimbursing the purchase of their own professional grade tools or replacement tools required for performing their assigned duties within the Transportation Department. To be eligible for reimbursement, the tool purchase must be pre-approved by the Director of Transportation or the Director of Transportation's designee
3. The tools that are reimbursed by the District will become the property of the employee.

## 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 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 or commercial vehicle driver who drives a commercial vehicle in the capacity of their employment with the District 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.
  - e. For bus drivers or commercial vehicle driver who drives a commercial vehicle in the capacity of their employment with the District subject to random drug and alcohol testing, efforts will be made to provide notification of a random test while the employee is still on duty.

### C. Association Right of Notification

If the District desires to request that a bus driver or commercial vehicle driver who drives a commercial vehicle in the capacity of their employment with the District 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. This provision does not apply to testing required by the Federal Motor Carrier Safety Administration.

### 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 or commercial vehicle driver who drives a commercial vehicle in the capacity of their employment with the District 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 and Commercial Motor Vehicle Drivers**

1. Bus drivers or commercial vehicle driver who drives a commercial vehicle in the capacity of their employment with the District who are chosen for a random urine analysis (U.A.) test (or any alternative test, if required by law) will be paid for the time it takes to complete the U.A.
2. If a U.A. causes a bus driver or commercial vehicle driver who drives a commercial vehicle in the capacity of their employment with the District to miss a part of their assignment, alternative work will be provided to ensure that no loss of pay shall occur.

**ARTICLE 30****PUBLIC EMPLOYEES RETIREMENT SYSTEM PICKUP**

The District shall not withhold from employee's monthly salaries the contributions required by ORS 237.071; and shall continue to "pick-up," assume, and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue until the termination of this Agreement.

The full amount of required employee contributions "picked-up" or paid by the District on behalf of the employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 237.003 (12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.001 (2) and shall be considered to be employee contributions for the purpose of ORS 237.001 to ORS 237.320.



**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 party, 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 February 22, 2024 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, 2026. 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.

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
MARION COUNTY SCHOOL DISTRICT  
NO. 24J  
AND  
ASSOCIATION OF SALEM KEIZER EDUCATION SUPPORT PROFESSIONALS

This contract is made and entered into by the Association of Salem-Keizer Education Support Professionals, hereinafter referred to as the "Association" and the School District 24J, hereinafter referred to as the "Board" or "District", **and shall be effective February 22, 2024 and shall continue in effect until June 30, 2026.** This contract incorporates the sole and complete agreement reached between the District and the Association resulting from negotiations held pursuant to the provisions of ORS 243.650 et. seq. NOW, THEREFORE, It is hereby agreed by and between the parties as follows:

Edie Buchanan  
For the Association

Keigo  
For the District

4-11-24  
Date

3.12.2024  
Date

**SCHOOL DISTRICT 24J, MARION COUNTY, OREGON  
 COMPENSATION SCHEDULE FOR CLASSIFIED EMPLOYEES**

**EFFECTIVE JULY 1, 2023**

**7.0% Increase**

<b>RANGE NUMBER</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
9	15.99	16.70	17.60	18.49	19.38	20.42
10	16.70	17.60	18.49	19.38	20.42	21.45
11	17.60	18.49	19.38	20.42	21.45	22.52
12	18.49	19.38	20.42	21.45	22.52	23.72
13	19.38	20.42	21.45	22.52	23.72	24.79
14	20.42	21.45	22.52	23.72	24.79	26.08
15	21.45	22.52	23.72	24.79	26.08	27.37
16	22.52	23.72	24.79	26.08	27.37	28.79
17	23.61	24.68	25.95	27.23	28.65	30.08
18	24.68	25.95	27.23	28.65	30.08	31.56
19	25.95	27.23	28.65	30.08	31.56	33.18
20	27.23	28.65	30.08	31.56	33.18	34.80
21	28.65	30.08	31.56	33.18	34.80	36.57
22	30.08	31.56	33.18	34.80	36.57	38.40
23	31.56	33.18	34.80	36.57	38.40	40.30
24	33.18	34.80	36.57	38.40	40.30	42.32
25	34.80	36.57	38.40	40.30	42.32	44.43
26	36.57	38.40	40.30	42.32	44.43	46.71
27	38.40	40.30	42.32	44.43	46.71	49.07
28	40.30	42.32	44.43	46.71	49.07	51.52
29	42.32	44.43	46.71	49.07	51.52	54.10
30	44.43	46.71	49.07	51.52	54.10	56.81
31	46.71	49.07	51.52	54.10	56.81	59.65

**Crossing Guard                      18.92**

Note: In 2021 Grade 9-16 received 3.5% adjustment. All others 3%.

For less than 260 day employees use the following to calculation to determine your annual compensation.

Hourly rate multiplied by hours worked per day, multiplied by total days.

**SCHOOL DISTRICT 24J, MARION COUNTY, OREGON  
ANNUAL COMPENSATION SCHEDULE FOR CLASSIFIED EMPLOYEES**

**EFFECTIVE JULY 1, 2024**

**3.75%**

<b>RANGE NUMBER</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
9	16.59	17.33	18.26	19.19	20.11	21.19
10	17.33	18.26	19.19	20.11	21.19	22.26
11	18.26	19.19	20.11	21.19	22.26	23.36
12	19.19	20.11	21.19	22.26	23.36	24.61
13	20.11	21.19	22.26	23.36	24.61	25.72
14	21.19	22.26	23.36	24.61	25.72	27.05
15	22.26	23.36	24.61	25.72	27.05	28.39
16	23.36	24.61	25.72	27.05	28.39	29.87
17	24.49	25.60	26.92	28.25	29.73	31.21
18	25.60	26.92	28.25	29.73	31.21	32.74
19	26.92	28.25	29.73	31.21	32.74	34.42
20	28.25	29.73	31.21	32.74	34.42	36.11
21	29.73	31.21	32.74	34.42	36.11	37.94
22	31.21	32.74	34.42	36.11	37.94	39.84
23	32.74	34.42	36.11	37.94	39.84	41.82
24	34.42	36.11	37.94	39.84	41.82	43.91
25	36.11	37.94	39.84	41.82	43.91	46.10
26	37.94	39.84	41.82	43.91	46.10	48.47
27	39.84	41.82	43.91	46.10	48.47	50.91
28	41.82	43.91	46.10	48.47	50.91	53.46
29	43.91	46.10	48.47	50.91	53.46	56.13
30	46.10	48.47	50.91	53.46	56.13	58.94
31	48.47	50.91	53.46	56.13	58.94	61.89

Crossing Guards Hourly Rate                      \$19.62

Note: In 2021 Grade 9-16 received 3.5% adjustment. All others 3%.

For less than 260 day employees use the following to calculation to determine your annual compensation.

Hourly rate multiplied by hours worked per day, multiplied by total days.

**SCHOOL DISTRICT 24J, MARION COUNTY, OREGON  
ANNUAL COMPENSATION SCHEDULE FOR CLASSIFIED EMPLOYEES**

**EFFECTIVE JULY 1, 2025**

**4.00%**

<b>RANGE NUMBER</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
9	17.25	18.02	18.99	19.96	20.91	22.04
10	18.02	18.99	19.96	20.91	22.04	23.15
11	18.99	19.96	20.91	22.04	23.15	24.29
12	19.96	20.91	22.04	23.15	24.29	25.60
13	20.91	22.04	23.15	24.29	25.60	26.75
14	22.04	23.15	24.29	25.60	26.75	28.14
15	23.15	24.29	25.60	26.75	28.14	29.53
16	24.29	25.60	26.75	28.14	29.53	31.06
17	25.47	26.62	28.00	29.39	30.91	32.46
18	26.62	28.00	29.39	30.91	32.46	34.05
19	28.00	29.39	30.91	32.46	34.05	35.80
20	29.39	30.91	32.46	34.05	35.80	37.55
21	30.91	32.46	34.05	35.80	37.55	39.46
22	32.46	34.05	35.80	37.55	39.46	41.44
23	34.05	35.80	37.55	39.46	41.44	43.49
24	35.80	37.55	39.46	41.44	43.49	45.66
25	37.55	39.46	41.44	43.49	45.66	47.94
26	39.46	41.44	43.49	45.66	47.94	50.41
27	41.44	43.49	45.66	47.94	50.41	52.94
28	43.49	45.66	47.94	50.41	52.94	55.59
29	45.66	47.94	50.41	52.94	55.59	58.37
30	47.94	50.41	52.94	55.59	58.37	61.30
31	50.41	52.94	55.59	58.37	61.30	64.36

Crossing Guards Hourly Rate                      \$20.40

Note: In 2021 Grade 9-16 received 3.5% adjustment. All others 3%.

For less than 260 day employees use the following to calculation to determine your annual compensation.

Hourly rate multiplied by hours worked per day, multiplied by total days.

**SCHOOL DISTRICT 24J, MARION COUNTY, OREGON  
CLASSIFIED & LICENSED SUBSTITUTE EMPLOYEES  
HOURLY SALARY RATES  
EFFECTIVE MARCH 16, 2024 - JUNE 30, 2024**

**CLASSIFIED SUBSTITUTES** **\$18.49**

Clerical Specialist  
Senior Secretary  
School Office Specialist  
Library Media Assistant  
Instructional Assistant  
Substitute Crossing Guard

**OTHER CLASSIFIED SUBSTITUTES**

Custodian **\$18.49**

**SPECIALITY SUBSTITUTES** **\$21.45**

School Bus Driver  
Special Programs Instructional Assistant  
Sign Language Specialist  
Skilled Laborer

**OTHER HOURLY**

Childcare Worker **\$18.49**  
Parent Assistant **\$18.49**  
Seasonal Hourly 1 **\$18.49**  
Seasonal Hourly 2 **\$21.45**  
AVID Hourly **\$15.99**  
Hourly General/Student Workers **\$14.20 (MIN)**

**LICENSED SUBSTITUTES** **\$30.35**

<u>Job Class</u>	<u>Classification</u>	<u>Salary Grade</u>	<u>Job Class</u>	<u>Classification</u>	<u>Salary Grade</u>
034	Accountant	018	055	Facilities Project Coordinator 2	028
035	Accountant 2	020	128	Food Services Specialist	017
031	Accounting Clerk 1	011	115	Graduation Coach	017
032	Accounting Clerk 2	013	094	Grant Coordinator	023
033	Accounting Clerk 3 – Department	015	085	Graphic Artist Technician	013
088	Accounting Clerk 3 – High School	016	126	Head Structural Worker	026
040	Administrative Assistant 1	017	125	Head Utilities & Electrical Worker	026
041	Administrative Assistant 2	022	135	HVAC Preventative Maintenance	019
016	Administrative Secretary	015	137	HVAC Technician 1	015
027	Administrative Specialist	020	138	HVAC Technician 2	019
513	Applications Developer II	023	139	HVAC Technician 3	024
515	Applications Developer III	028	319	Indian Education Cultural Resource Fac.	017
522	Applications Developer IV	031	310	Instructional Assistant	012
005	Auditorium Manager	021	332	Instructional Support Assistant	017
048	Auxiliary Services Office Manager	017	508	Instructional Technology Support	023
084	Behavior Intervention Trainer	023	051	Internal Communications Specialist	026
064	Bindery Worker	012	111	Language Services Facilitator	021
086	Budget & Fiscal Analyst	026	161	Lead Driver Trainer Instructor	019
070	Budget & Staffing Analyst	024	073	Lead Inventory and Warehouse Worker	019
077	Buyer 1	017	330	Lead Library Media Assistant	016
078	Buyer 2	019	124	Lead Maintenance Worker	023
309	Campus Safety Specialist	016	153	Lead Mechanic	025
053	Capital Construction Program Coord.	030	301	Lead Security Specialist	018
328	Certified Occupational Therapy Asst	020	162	Lead Transportation Dispatcher	019
093	Chapter 1 Home School Liaison	019	160	Lead Transportation Router	021
308	Child Care Coordinator	023	333	Library Media Assistant	014
307	Child Care Worker	012	014	LPN Education Assistant	020
003	Clerical Specialist	011	141	Lube Mechanic	014
305	College & Career Coach	017	022	Mailing Services Specialist 1	012
010	Communications & Outreach Coord.	021	029	Mailing Services Specialist 2	014
065	Communications Coordinator	021	121	Maintenance Worker 1	012
090	Community Resource Specialist	019	122	Maintenance Worker 2	015
101	Community School Outreach Coord.	017	123	Maintenance Worker 3	019
156	Computerized Routing Specialist	021	130	Maintenance Worker 4	022
023	Copy Center Digital Process Specialist	014	163	Mechanic Technician	023
102	CTE High School Liaison	016	152	Mechanic	021
103	Custodian 1	012	525	Microcomputer Support 1	019
104	Custodian 2	014	526	Microcomputer Support 2	022
107	Custodian 3	016	117	Migrant Specialist	015
108	Custodian 4	019	096	Native Language Specialist	017
133	Customer Service Representative	012	516	Network Communications Analyst 1	025
136	Customer Service Representative 2	015	013	Office Manager 1	016
120	Dental Health Coordinator	020	017	Office Manager 2	017
025	Digital and Print Graphic Specialist	017	018	Office Manager 3	019
066	Digital/Multimedia Content Producer	024	019	Office Manager 4	021
052	District Courier	015	532	OR Pre-K Family Advocate – TAPP	018
147	Driver Trainer	017	110	OR Pre-K Program Family Advocate	016
134	Energy Systems Coordinator	026	068	Payroll Compliance Coordinator	022
054	Facilities Project Coordinator 1	026	030	Payroll Specialist	017

Job Class    Classification                    Salary Grade

Job Class    Classification                    Salary Grade

329	Physical/Occupational Therapy Asst.	016
338	Preschool Lead Worker	023
047	Print & Mail Operations Lead	023
071	Procurement & Contract Specialist 2	024
079	Procurement & Contract Specialist 3	026
057	Property Claims Analyst	021
343	Registered Behavior Technician	023
149	School Bus Driver	015
028	School Office Specialist 2 – MS	015
006	School Office Specialist 2 – HS	015
002	School Office Specialist	013
337	School Testing Specialist	014
325	School-Based Health Assistant	013
004	Senior Clerical Specialist	012
012	Senior Secretary	013
072	Shipping & Receiving Clerk	013
339	Sign Language Scheduler	019
326	Sign Language Specialist	017
159	Special Programs Bus Driver	015
318	Special Programs Employment Specialist	016
331/323	Special Programs Instructional Assistant	015
316	Special Programs Inst. Asst. – Autism	017
315	Special Programs Inst. Asst. – Bilingual	015
327	Speech-Language Pathology Assistant	017
170	Stakeholder Relations & Engagement Spec.	026
099	Student Advocate	017
505	Student Data Specialist	018
116	Student Dispute Coordinator	024
009	Substitute Placement Coordinator	017
303	Support Services & Recruitment Specialist	019
015	Testing & Records Mgmt. Technician	017
112	Translator	017
150	Transportation Dispatcher	017
158	Transportation Router	019
146	Transportation Van Driver (Type 10)	014
140	Utilities Head Wkr, Supervising Electrician	026