ARTICLE 1 RECOGNITION

A. Recognition

1. The ~~Board 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~~classified personnel (herein referred to as "employees") ~~of the Salem-Keizer School District 24J, excluding~~ employed by the District except those excluded in Section A.2.

   ~~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. Supervisory, confidential and professional/technical employees as defined in ORS 243.650(6), (23), and ORS 653.020(3), casual employees, and short-term temporary employees are specifically excluded from the bargaining unit.

3. Definitions.

   ~~1.~~a. Casual employees: ~~The parties hereby agree that casual employees for purposes of Section A.1(b) shall mean~~ are defined as substitutes, seasonal grounds crew, and other persons employed by the District ~~as temporary employees~~ on an irregular basis who work ~~1,000 (one thousand)~~1,300 hours or less during a fiscal year. ~~Casual employees shall not be included in the bargaining unit.~~

   ~~d.~~b. Substitute employees: ~~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~~ 1,300 hour provision in Section A.~~3.a2 above in this Article~~.

~~2. 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.~~

~~2. 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.~~c. ~~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.~~ Short-term temporary employees are defined as those employees hired into positions used to fill the role of a permanent employee on an approved leave of absence for up to ninety consecutive workdays (as defined in Article 7 § A.1.) or for employees hired due to overload (temporary staffing to fill a need or workload that exceeds existing available staffing) conditions. A short-term temporary position shall not exceed ninety consecutive workdays. If it becomes necessary for a short-term temporary position to exceed ninety consecutive workdays, the position shall become a long-term temporary position.

~~d. 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.~~ Long-term temporary employees are defined as those employees hired into positions which are temporary and expected to continue for a period in excess of ninety consecutive workdays in a fiscal year, based on the job classification calendar. A person accepting a long-term temporary position shall become a member of the bargaining unit and shall have all the rights of this collective bargaining agreement except Article 18 - Layoff and Recall and Article 23 - Staff Development, and completion of a temporary job at the stated end date shall not be considered a dismissal requiring just cause.

i. A long-term temporary employee who is retained to continue in the same classification the following fiscal year shall become a permanent employee and have all the rights to this collective bargaining agreement.

ii. Seniority for the long-term temporary employee who becomes a permanent employee will be retroactive to the most recent temporary hire date and the probationary period will begin on the date they become a permanent employee.

B. ~~Regular~~ Permanent Employees In a Temporary Assignment

1. A ~~regular~~ permanent employee may be hired into an assignment designated as temporary.

2. ~~-~~When a ~~regular~~ permanent 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.

3. ~~-~~When the temporary assignment concludes, the employee will return to their classification, but not necessarily the specific building or unit, held prior to the temporary assignment. Employees will be placed at the step on the salary schedule that they would have obtained had they not taken the temporary assignment.

4. -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.~~

[MOVED TO ARTICLE {9}, SECTION {E.3} AND ARTICLE {17}, SECTION {F.4 AND F.5}]

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, promotereassign, 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, promotionreassign, 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~~separation, 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~~reassignments, not in violation with this Agreement.

n. To discipline, suspend, demote, or discharge an employee for cause in accordance with ~~the discipline article~~Article 4.A of this Agreement.

ARTICLE 8 HOLIDAYS COMPENSATION

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

1. A 12-month employee shall receive, ~~the holidays~~ without loss of pay, ~~the holidays 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. Martin Luther King Jr. Day~~
   ~~i. Memorial Day~~

   ~~j. Martin Luther King Jr. Day~~ Memorial 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

~~1.~~

~~e.~~f. Christmas Eve

~~f.~~g. Christmas Day

~~g.~~h. New Year's Day

~~i. Martin Luther King Jr. Day~~
~~h. Memorial Day~~

~~i.~~j. ~~Martin Luther King Jr. Day~~ Memorial Day

~~j.~~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~~ employees 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:

Service Years	1-2	3-4	5-6	7-8	9-10	11-12	13 & above
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 in writing 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 1st.

2. 12-month Employees

~~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.~~ Probationary Employees

Probationary employees may choose to sell off accrued vacation time during the winter and spring recess periods ~~(winter, spring, and summer breaks)~~ while in their probationary period.

[MOVED FROM ARTICLE {1}, SECTION {D}] (with slight change)

~~3.~~4. All Non-Probationary Employees

End of Employment: Upon ~~termination~~ separation of employment for any reason, an employee who has completed their initial probationary period shall be paid for all accrued but unused vacation. Temporary employees earning vacation do not serve a probationary period and will not have vacation paid off at the time of separation from the District.

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 at the step on the salary schedule that they would have obtained had they not taken leave unless specifically stated otherwise in this Agreement. ~~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).~~

[MOVED TO ARTICLE {15}, SECTION {B}]

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~~Human Resources.

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~~separation from employment. 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. For the purpose of this Article, "reassignment" shall mean the assignment of an employee from their present position to a vacant position having a higher salary classification than the one previously held. "Reclassification" shall mean that the position occupied by an employee is changed to a higher salary classification and the employee remains in the position. An employee who is reassigned or reclassified will be placed on the salary schedule using the initial salary placement process in Article 14.C.

2. Vacant positions need not be posted when:

   a. The vacancy is to be filled by reassignment or reclassification of a regular employee.

   b. The position to be filled is by an employee, who is unassigned, or an employee returning from a leave of absence, or an employee having recall rights from layoff.

   c. The position is less than three hours.

   d. The vacancy is to be filled by an administratively initiated transfer of an employee in accordance with Section E of this Article.

   e. The vacancy is to be filled by the employee who had been bumped from that

position.

~~1.~~3. When a bargaining unit vacancy of more than three ~~(3)~~ hours occurs within the District, any ~~bargaining unit member employee~~ may apply for the ~~open posted~~ position. The District and the Association agree to support the concept of "first consideration" so that ~~currently employed Education Support Professional personnel~~ employees have the opportunity to change their position as vacancies ~~arise~~are advertised. 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.~~4. 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.~~5. Job ~~opening notificationspostings~~ shall state job title, minimum job responsibilities, qualifications, pay range and building location. ~~Pooled positions and positions within the custodial department may list the building location as tentative at the time of posting. 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.~~6. In the event an employee is not selected to fill a vacancy, the District, upon employee request, shall furnish the employee with the reason(s) ~~the employee was not selectedfor the denial.~~

~~6.~~7. 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 designeetheir supervisor.

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. The District's right to dismiss a probationary employee with or without cause is not grievable and a dismissed probationary employee shall not have access to the grievance procedure for the purpose of challenging the dismissal.

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 or promoted into a different classification shall serve a probationary period of three (3)-months in the new classification. During this period 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).

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

~~3.~~5. An employee who has not completed their initial probationary period does not

have voluntary transfer rights under this Article or layoff/recall rights under Article 18.

[MOVED FROM ARTICLE {1}, SECTION {D}]

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~~ The Association and the District affirm their adherence to the principles of non-discrimination on the basis of age, race, religion, sex, national origin, marital status, disability, sexual orientation, gender identity, or political activity. Recognizing the relationship between this article and an employee's rights, the District will not discriminate in any personnel action or in the application or administration of this agreement.