

ARTICLE 4 EMPLOYEE RIGHTS

A. Just Cause

1. The Association recognizes the right to discipline employees. However, no employee will be disciplined, **reduced in rank, or suffer a reduction in compensation** 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.

2. Except in cases of gross misconduct, or serious insubordination, the principles of progressive discipline will be applied and progress as follows:

- First: Written Reprimand
- Second: Written Reprimand with a suspension without pay
- Third: Termination

3. Verbal directives or written Letters of Directives issued to an employee are not considered to be discipline and shall not be placed in the employee's personnel file.

B. **Complaints, Claims, and** 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.

1. Definitions:

- a. Complaint: A written or verbal statement filed with the District or District administrator by a student, parent, community member, or coworker alleging wrongdoing by an employee.
- b. Claim: A written or verbal allegation made by a District administrator or supervisor alleging wrongdoing by an employee

2. Investigative Meetings:

- a. An employee shall be advised of any formal complaint or claim filed by a student, parent, community member, administrator, supervisor, or coworker. Complaints or claims can be handled in an informal way with the Administrator sharing the information and working for a mutual non-disciplinary resolution of the problem in keeping with the policies of the District and guidelines for ethical educators.
- b. 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 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. If a complaint or claim may result in discipline and an investigative meeting is to be held, notification of the meeting will include a description of the complaint in sufficient enough detail about the employee's alleged misconduct to apprise the employee of the reason for the meeting, including the date(s) of the alleged misconduct, if applicable. Such notice must be delivered to the employee at least 5 working days prior to the meeting.
- d. 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 not~~ be postponed more than ~~twenty-four (24)~~ 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.
- e. A copy of the complaint or claim, or a written summary of the complaint or claim, will be provided prior to the beginning of the investigative meeting.
- f. 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.
- g. Complaints or claims not processed in conformance with this section shall not be used in the evaluation or discipline process. If the complaint or claim is placed in the employee's personnel file, the employee shall have the right to attach to the complaint or claim any relevant statement or documents.

3. No retaliation: There will be no retaliation against any complainant by the Association or the person complained about.

C. Organizing

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

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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 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. **Additionally, at the beginning of their contracted year, each employee shall be awarded three (3) days of sick leave equivalent to three (3) of the employee's regular workdays. These three days replace the "Family Illness Leave" benefit that appeared in previous collective bargaining agreements. Bus drivers shall have their allocation based on their October package hours for the current year.** 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 then 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 will have their leave accruals reinstated for the absence for up to three (3) days per instance. If the employee entered into unpaid status due to this three day absence, the District will compensate the employee of pay at the employee's per diem rate for unpaid worktime lost, 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.

13. An employee may use sick time to donate blood.

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 Human Resources. 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 an employee chooses not to use their accruals, the Leaves Department Human Resources 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 Human Resources 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 in writing 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. The following restrictions apply to the use of personal leave:

- The first three student days of the school year
- The last three students days of the school year
- One day prior to winter break
- One day prior to spring break
- One day after winter break
- One day after spring break
- The day prior to a paid 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.

5. Unused personal leave shall be paid out to the employee at their regular rate of pay at the end 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. H. Bereavement Leave

An employee shall have bereavement leave up to five (5) working days with pay per occurrence. Such leave shall be available to an employee in the event of death in the employee's immediate family. The immediate family shall be defined for the purpose of this

section as parent, parent-in-law, in-laws (including parent-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-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, and cousin, 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

I. Funeral Leave

Employees may be granted up to four (4) hours off with pay to attend a funeral of a friend or family member not listed in Section H above. Advanced arrangements are to be made with the employee's supervisor as soon as practical.

J. Inclement Weather and Emergency Closures

The district will provide all classified employees with three (3) days of paid "Inclement Weather" leave to use during District-called delays or closures. Employees will be paid their full daily pay for each Inclement Weather Leave day used, or portion thereof. Employees are not required to use their personal accruals on these days. After exhausting the three (3) Inclement Weather Leave days, employees may use their personal and/or vacation accruals to supplement their hours during District-called delays or closures.

K. Parent-Teacher Conferences

Classified staff who need to attend parent/teacher conferences for their children would be allowed to arrange time to attend conferences for their own children that is least disruptive to the employing school's or department's conference day(s) schedule without a loss of

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pay or deduction from the employee's leave accruals.

L. Athletic and Activity Coaching/Advising

Employees hired as an athletic or activity coach or advisor by the District shall be released to attend games/competitions with their team with no loss in pay or deduction in the employee's leave accruals.

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 An the employee who, upon written request, 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 learning of the 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 healthcare provider.
2. An employee on parental leave without pay shall be reinstated in a position substantially equivalent to the one (1) position 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 Without Pay

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 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 leave, and personal leave, and compensatory time.

1. New employees may elect to participate in the sick leave bank within 30 (thirty) 90 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. Employees must have sufficient accrued sick leave to contribute one workday at the time of enrollment. If an employee does not have enough accrued sick leave to make this contribution after the 90 calendar days, they may re-submit their enrollment once they have sufficient hours, with an effective date of the upcoming November 1. The District shall notify employees who are required to resubmit their enrollment in the Sick Leave Bank.
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, and who have at least one workday of accrued sick leave to contribute to the bank, shall be permitted to may enroll not later than October 31st of any year with an effective eligibility date effective of November 1st of that year.

4. On or before October 31st 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, personal 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 the employee has or will have exhausted their accumulated sick leave, vacation leave, personal leave, and compensatory time;

b. the member The employee is not eligible for a PERS disability benefit, or a benefit under the District's disability insurance;

c. the member The employee 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 The employee has experienced a life-threatening or debilitating illness or injury preventing them from performing job duties for more than 10 workdays, as certified in writing by a healthcare provider; and

- e. ~~there~~ **There** are sufficient ~~days~~ **hours** in the sick leave bank to cover the request.
6. If the request is denied, the ~~member~~ **employee** 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. **Subsequent days of absence due to the illness or injury, including the first 10 days if the employee had no accumulated sick leave for those days, shall be charged to the sick leave bank until further notice. In no case shall more than 50 days be granted to an individual employee in any one 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~~ **upon** written request of the member or by the end of employment with the District. Previously ~~donated days~~ **contributed hours** shall remain in the ~~sick leave~~ **sick leave** 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 the Association 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 of the Shared Vacation Leave Program

1. Employees may donate accrued vacation leave to a specific employee who is otherwise eligible to accrue and use sick leave, but 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 vacation leave shall be considered in active pay status and shall accrue leave, and 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 for the Shared Vacation Leave Program

1. Employees apply to receive donated vacation leave by submitting a Shared Vacation Leave Application form and Physician's Healthcare Provider's Certification form to ASK ESP the Association.

2. ASK ESP The Association will determine if all eligibility criteria are met.

3. ASK ESP The Association 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 accrued vacation leave will submit a Shared Vacation Leave Donation form to ASK ESP the Association.
5. When the requested number of hours have been submitted, or after 10 (ten) working days (whichever comes first), ASK ESP the Association will submit the application and donation forms to the District's Benefits and Leaves Manager Payroll.
6. The Benefits and Leaves Manager will work with Payroll to will 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 the Association membership regarding the nature of their illness. Only that information will be released, 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 20

PERSONNEL FILES AND EMPLOYEE EVALUATIONS

A. Personnel Files

1. The official file of each employee is confidential and shall be kept in ~~with 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~~ ~~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 ~~with~~ 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~~ ~~material~~, and their answer will be attached to the file copy.

3. Non-disciplinary Letters

- ~~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~~ ~~received no related discipline~~ 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.

(Section C has been incorporated into Article 4)

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. C. Complaints by Employees

Employees who wish to process complaints may use the District's policy. not covered by this Agreement may use the District's Employee Complaint policies, Processes and work instructions: HUM-A038, HUM-P024, HUM-A209, HUM-P102, HUM-A036, HUM-P020, HUM-A018, HUM-P021, ADM-A012, and ADM-P010. The District shall send the Association notice if changes are made to the policies listed in this section.

D. Plan of Assistance

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

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

- e. Assessment: Establish the written criteria the employee must meet for success on the PA.
 - f. Consequences: States clearly the range of consequences for failure to meet performance expectations of the PA.
 - g. A PA is not a disciplinary action. PA's are a part of the employee evaluation for the District.
 - h. Grievance: After an employee is notified in writing of their placement on a PA, grievance timelines are held in abeyance, and no grievance shall be filed until completion of the PA.
4. Employees have the right to Association representation in meetings leading up to and during the PA. The District will notify employees in writing of this right prior to placing the employee on a PA.

ARTICLE 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.

