

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. The District will not subcontract out bargaining unit work without the agreement of the Association.**

- j. To assign shifts, workdays, hours of work and work locations in accordance with this Agreement.
- k. To assign and designate all work duties in accordance with this agreement.
- l. To introduce new duties within the unit in accordance with this agreement.
- 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 Article 4 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) 60 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)~~ 60, 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~~ ESPs 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~~ ESPs during the workday whenever ~~ESPs they~~ 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 employee'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 the Association 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 Association 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 ESPs (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 Association leadership once per year during the HR Clinic on mutually agreed upon labor issues. The District may invite ASK ESP Association 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 Association identified building representatives to participate on the Building Leadership Team. The Association shall notify the building Administrator of the names of the building representatives no later than October 15th and invitations to participate will be extended by November 1st. In the event there is no identified building representative available to serve, the Association may identify a replacement in the building. Administrators will invite participation within two (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~~ Physical work 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 by September 12, October 15, February 10, and May 25 of each year~~ and every 120 (one hundred twenty) days for current employees

3. ~~The District shall provide the Association with the names of all employees who 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.~~

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 ESPs 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 ESPs employees, and on any webpage that lists

external partners. The link shall include the Association's full name and provided logo.

I. Association Leave

1. 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 The Association 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.

2. Association leave used by representatives of the Association to attend a new hire orientation, as outlined in Section C of this article, shall not be counted towards limits of Association Leave under Item 1 above.

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 Association 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 the 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. Association Vice President Leave

1. Upon request by the Association prior to June 1, the District will grant the Association Vice President a leave of absence without pay for the following fiscal year. Or

2. Upon request by the Association prior to June 1, the District will grant the Association Vice President a half time leave of absence for the entire year. The Association may elect one of the following release schedules unless a different schedule is mutually agreed upon by the parties:

a. 4 hours release per workday.

b. Half year release

c. Half week release

3. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the Association Vice 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 Vice 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 Vice 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.

4. The District shall continue to pay the Vice 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 Vice 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 Vice President.

5. In the event the Association Vice President needs to take a leave of absence greater than two (2) weeks, an Appointee of the Association will be temporarily granted a leave of absence to fulfill the duties of the Vice President. The Association shall reimburse the District the total cost (i.e. salary, benefits and all associated payroll costs) to the District. Upon the Vice President's return from leave, the appointee will return to their District position.

M. **N.** 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. **O.** 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. P. 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. Q. 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

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

2. **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, Allegations, 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. Investigative Meetings:

- a. An employee shall be advised of any complaint or allegation filed by a student, parent, community member, administrator, supervisor, or coworker. Complaints or allegations 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 a complaint or allegation brought against that employee, the District will provide notice within 30 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 day notification period.
- c. If a complaint or allegation may result in discipline and an investigative meeting is to be held, notification of the meeting will include a description of the complaint or allegation 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 two working days prior to the meeting, unless the allegations are of such an egregious nature that the District determines that the meeting must take place sooner.
- 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 allegation, or a written summary of the complaint or allegation, 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 allegations not processed in conformance with this section shall not be used in the evaluation or discipline process. If the complaint or allegation is placed in the employee's personnel file, the employee shall have the right to attach to the complaint or allegation any relevant statement or documents.

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

C. Organizing

Education Support Professional Employees ESPs shall have the right to participate in Association activities as provided by ~~the~~ 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 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 regular workweek schedule that includes work on a Saturday and/or Sunday. Shifting of days at an employee's request to a Saturday or Sunday does not entitle the employee to the differential.
4. The District reserves the maintains sole discretion over to determine the 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 and Meal 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.)

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.

(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.

F. Workload

1. An employee may only be assigned a workload that can be reasonably completed within their workshift. Exceptions to this are when a supervisor approves additional work time for the employee to accomplish additional responsibilities or duties.

2. The District agrees that supervisors will be required to take an affirmative approach to prioritizing work so that employees will know the relative importance of each of their duties.

3. If an employee believes that they are assigned an unreasonable work load or if an employee needs direction or assistance in prioritizing work tasks, or workload issues are causing the consistent submission of exception timesheets and/or the loss of lunch and/or breaks, the employee may request and have a meeting with their immediate supervisor (including the school principal if different from the employee's supervisor) to discuss the problem. The employee will provide a written statement of the problem. The supervisor shall provide a written response no later than ten (10) working days. Thereafter, the employee may request a review of the supervisor's response with the Joint Workload Committee (see item 4 below) if the employee believes that the problem has not been resolved.

4. The Association and District will create a five (5) person Joint Workload Committee consisting of two (2) classified representatives (appointed by the Association), two (2) District representatives (appointed by the District) and one (1) additional classified representative (appointed by the other four (4) representatives) to investigate and implement remedies to concerns regarding employee workload issues per item 3 above. The supervisor shall implement the Joint Workload Committee's remedy.

5. Failure of a supervisor to implement the Joint Workload Committee's remedy is subject to the grievance process.

G. Logistics Time

1. Employees shall be provided reasonable time at the start of their scheduled workday, of no less than 15 minutes, to check district communications, review schedules, and otherwise acclimate to the workday prior to the commencement of assigned duties. This

time shall be considered part of the regular workday, and the District shall not assign additional duties during this time.

2. Any employees who are assigned to make modifications or adaptations of materials for students shall be provided time to do so. No employee shall be expected to perform work-related tasks on their unpaid time. If time is not provided for assigned tasks, the classified employee may appeal to their supervisor using the process in F.3 of this Article. No classified employee will be required to design instruction or assessments or perform other duties of a Teacher of Record, as defined in OAR 584-210-0200

3. Teachers will meet with assistants to review IEP, 504 plans, behavior plans, medical protocols, or other plans designed to support students, relevant to the assistants' assignments. This meeting will occur before the assistant is expected to work with a student on a support plan. Further reviews will occur if/when any of the above support plans are changed within 1 working day of the plan change. If a student or an assistant arrives at a school after the school year has started, relevant plan reviews will occur with the assistant and teacher before the assistant is expected to work with a student on a support plan.

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, or when an employee's work hours are permanently reduced, excluding bus drivers route package hours.

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

1. 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.

2. If a vacancy exists at the affected employee's current worksite with fewer hours than they are currently entitled to, the affected employee may waive their right outlined in item 1 above and shall be given the right of first refusal for the vacant position at their worksite. If more than one employee has the right to the vacant position, the right of first refusal shall be awarded according to District seniority.

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 more than one regular hour 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, the Association.
 - 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).