

ARTICLE 3 ASSOCIATION RIGHTS

A. Association Responsibility

The Association shall represent all employees in the bargaining unit.

B. Association Membership

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

1. The parties agree that dues deduction authorizations are solely between the Association and the bargaining unit member. The dues deduction authorization is independent of membership status. Dues deduction authorization will be submitted monthly to the District by the Association in an editable digital format.

C. New Hire Orientation

1. With the exception of the months of July and December, the District shall conduct new employee orientations at least once every 30 ~~thirty~~ calendar days. The parties may mutually agree to extend this timeline as needed. The District will make reasonable efforts to ensure newly hired employees attend new hire orientation. The Association shall be designated no less than 30 ~~thirty~~ and up to 120 ~~one hundred twenty~~ minutes during the orientation to meet with the new employees. New employees will be paid for their time.
2. The District shall determine the date, time and location of new employee orientation and will provide the Association notice of the date, time, and location, at least 10 ~~ten~~ days prior to date of the meeting.
3. The District shall provide a list of the new employees scheduled to attend the orientation five ~~5~~ workdays in advance. The District may share updates to the list of scheduled attendees if time permits.
4. The Association has the right to meet with any new employee who does not attend or is not scheduled for the following new employee orientation meeting, within ~~thirty~~ 30 calendar days of their hiring. The Association may meet with such an employee either individually or in a group meeting for a period of not less than ~~60 30 (thirty)~~ but not more than 120 ~~one hundred twenty~~ minutes. Employees who attend will be paid at their regular rate of pay and will suffer no loss of benefits for their attendance at this meeting. The meeting will occur at a time and location set by the Association, provided the meeting does not interfere with District's operations.

D. Access to Membership

1. Association representatives may meet with ~~bargaining unit member employees~~ 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 classified employees** during the workday whenever **ESPs are 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 **thirty**-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 **thirty**-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 **ESPs 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 employees** (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 employees** 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 **11** 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 **classified** 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 for current employees and every 120 (one hundred twenty) days for current employees.

1.

3.4. The District shall provide the Association with the names of all employees that are new, terminated, retired or on leave for more than 30 (thirty) days, on a monthly basis and a layoff report will be provided if employees are in layoff status.

[MOVED FROM ARTICLE {5}, SECTION {A.10}]

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 employees~~ regarding: 1) collective bargaining; 2) grievances and other disputes relating to employment relations; and 3) all matters involving Association governance and business. District policy/practices governing computer/email usage shall apply.

3. The District agrees to add a clearly identifiable link to the Association website accessible to current and potential ~~ESP-classified~~ employees, and on any webpage that lists external partners. The link shall include the Association's full name and provided logo.

I. Association Leave

~~Designated~~ When requested at least 48 hours in advance, ~~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 (one at step one (1) of their current pay range, plus all associated payroll costs (APC), total cost (i.e. salary, benefits and all associated payroll costs)~~ for each member's classification for each day of leave used.

J. Representative Assembly/Executive Board Leave

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

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

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

L. Association President ~~and Vice President~~ Leave

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

M. Information

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

N. Membership on Committees

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

O. Labor-Management Team

1. The purpose of the labor-management team is to facilitate communication between the

Association and the District.

2. The labor-management team shall deal informally with any issues brought forward by either party.

P. Fingerprinting and Background Checks

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

ARTICLE 4

EMPLOYEE RIGHTS

A. Just Cause

1. The Association recognizes the right to discipline employees. However, no employee will be disciplined, demoted, 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 when warranted, the principals 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 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 not~~ be postponed more than ~~twenty-four (24)~~ hours. The employee or representative may inquire, at the start of such meeting, regarding its purpose, including inquiring about the general subject matter of the questioning to follow.
3. The determination of any investigative meeting shall be communicated to the employee no later than 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. Definition:

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.

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 make efforts to provide notice within 30 (thirty) calendar days. Exceptions to this provision include when the District is prevented from doing so by outside agencies and/or school breaks and recesses. If the District attempts to notify an employee and the employee is absent from work, the absences shall not be counted against the 30 (thirty) day notification period.
- c. 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 not be postponed more than 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 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.

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 ~~of the District. 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 ~~(4)~~ 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~~ ~~employees~~ 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.
7. An employee may only be assigned work that can be reasonably completed within their scheduled work time. Exceptions to this are when a supervisor approves additional work time for the employee to accomplish additional responsibilities or duties.
8. If an ESP believes that they are assigned work in excess of (A)(7) or if they need assistance in prioritizing work tasks, or assigned work is causing the consistent submission of exception timesheets or the loss of lunch or rest breaks, the ESP may have a meeting with their supervisor or principal to discuss the issue. The ESP will provide a written statement of the problem. The supervisor or principal shall provide a written response no later than 10 working days after receipt of the ESP's statement.

B. Flex Time

Flex time is a modification to an employee's work schedule for one ~~(4)~~ 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 ~~(4)~~ 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 ~~(4)~~ hour later than scheduled on a given day but work one ~~(4)~~ 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~~ workweek, 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.C. 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 ~~(4)~~ 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.~~

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.~~

- ~~2.1. Less than 12-month employees shall accrue vacation and sick leave for any work performed in their same classification during scheduled recess periods.~~

F.D. Logistics Time

1. ESPs shall be provided reasonable time during their scheduled workday, of no less than 15 minutes, to review district communications, schedules, and other necessary information. When possible, and at the supervisor's discretion, this time will be provided 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. ESPs who are assigned to prepare materials for students shall be provided work time to do so. 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.