

ARTICLE 4

EMPLOYEE RIGHTS

A. Just Cause

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

B. Investigative Meetings

1. ~~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.~~

1.2. _____ Notification of an investigative meeting will include a description of allegations of concerns sufficient to inform the employee of the reason for the meeting.

2.3. _____ 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.~~

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

SKPS [CP]
March 03, 2026
4:30 pm

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. Family Member

For purposes of ~~Article 10 this agreement~~, "family member" shall be defined as that provided for in ORS 659A.150.

"(4) "Family member" means

(a) The spouse of a covered individual;

(b) A child of a covered individual or the child's spouse or domestic partner;

(c) A parent of a covered individual or the parent's spouse or domestic partner;

(d) A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;

(e) A grandparent of a covered individual or the grandparent's spouse or domestic partner;

(f) A grandchild of a covered individual or the grandchild's spouse or domestic partner;

(g) The domestic partner of a covered individual; or

(h) Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship."

2. 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~~

4. ~~3.~~ 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. For the current year, bus drivers shall have their allocation based on their June route 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 ~~with~~ a statement ~~for~~ each payday showing the number of hours of accumulated unused sick leave available. Unused sick leave shall accumulate to an unlimited total.

2.4. ~~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.

3.5. 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)~~ three consecutive workdays.

~~4.6.~~ 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.

~~5.7.~~ 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.

~~6.8.~~ 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 for up to three ~~(3)~~ days of pay at the employee's per diem rate, per instance. In order to qualify for such compensation, the employee must have an accepted Workers' Compensation claim associated with that injury.

~~4.12. 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. At the time of original employment or subsequent re-employment by the district, an employee who was previously employed in an Oregon school district shall be credited with unused sick leave, up to 75 days, accumulated in and reported by such prior district or districts, provided~~

however, that (a) in the calculation no single sick leave day will be counted more than once; (b) Such sick leave will not be credited to the employee's account until the employee has completed 30 working days with the district

5.13. An employee may use sick time to donate blood in accordance with State Law.

B. Paid Family Medical Leave Insurance Leave Oregon (PFO)

1. For purposes of administering Oregon's Paid Family and Medical Leave Insurance Leave Oregon (PFMLI PLO 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 PLO will run concurrently with OFLA/FMLA other state or federal programs to the extent that the law requires.
2. Employees must make the decision to either run their paid leave accruals concurrently or not concurrently with PFMLI PLO 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 choose 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 PLO 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. The following restrictions apply to the use of personal leave:

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

2.3. Exceptions to the personal leave restrictions may be granted at supervisor discretion

4. An employee who serves for a fraction of the school year or school day shall receive the benefit on a prorata basis.

5. 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.

Unused personal leave will move to the employee's sick leave at the end of each fiscal year or at the end of their employment.

6.

3. 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.

4. 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.

5. ~~Personal leave hours will be front loaded to an employee after the employee has worked one (1) full day after the start of the fiscal year.~~

E. Association Leave ~~With Pay~~

Association representatives shall be allowed time away from their duty stations without loss of pay when required and authorized by the District for the specific purposes of meeting with District representatives concerning administration of this contract and ~~adjusting processing~~ 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~~ Human Resources 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

~~Bereavement leave with pay, not to exceed five days per bereavement, shall be granted to each employee due to the death of a family member or for pregnancy loss. This leave may be entered by the employee through the normal absence reporting system. Employees are required to identify the relationship to the employee in the system. The purpose of this leave is to allow the employee the necessary time to~~

attend the funeral and to take care of other necessary arrangements. The District may request documentation to support an employee's bereavement leave if it appears that an employee may be abusing the 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 due to the death of a family member or for a pregnancy loss. The immediate family shall be defined for the purpose of this section as parent, parent-in-law, spouse, domestic partner, child (including stepchild, foster, adopted, and a child whom the employee stands in loco parentis), grandparent and grandchild, sibling (including step-brother and step-sister), aunt, uncle, niece, and nephew or for a pregnancy loss. This leave may be entered by the employee through the normal absence reporting management system. Employees are required to identify the relationship of their family when entering their absence. The District reserves the right to request written verification of death from employee. Employees may request to use any available vacation leave in accordance with the provisions of Article 9 if additional time is needed. Probationary employees are eligible to use bereavement leave.

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

4.1 Parent-Teacher Conferences

Classified staff who need to may attend parent/teacher conferences for their children a family member for up to two hours per conference 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 schedule without a loss of pay or deduction from the employee's leave accruals.

Such leave is subject to supervisor approval and cannot create an undue burden on District operations. The District may request documentation to support an employee's leave.

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 such as letters of caution, consultation, warning, or directive shall be considered temporary contents of any employee's personnel record and upon employee request shall be removed and destroyed three ~~(3)~~ years after being placed in the record, if the employee has maintained a clear record during those three ~~(3)~~ years.
4. An employee may have access to review their file by contacting ~~the District~~ Human Resources ~~Department~~. Online access will be made available to the employee, following their request. An employee must provide written authorization for any other party to view their personnel file.

B. Employee Evaluations

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

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

C. Complaints

1. An employee shall be advised of any formal complaint filed by a student, parent, community member, or coworker. Complaints can be handled in an informal way with the Administrator sharing the information and working for a mutual resolution of the problem in keeping with the policies of the District and guidelines for ethical educators.
2. If a complaint may result in discipline and an investigative meeting may be held, notification of the meeting will include a description of the employee's alleged misconduct, including the date(s) of the alleged misconduct, if applicable.

SKPS [CP]
March 03, 2026
4:30 pm

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

D. Complaints by Employees

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