

***COLLECTIVE BARGAINING AGREEMENT***

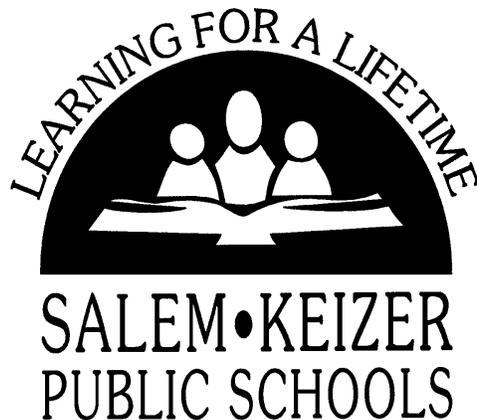
***2018-2023***

***between***

***ASSOCIATION OF SALEM-KEIZER  
EDUCATION SUPPORT PROFESSIONALS***

***And***

***SALEM-KEIZER SCHOOL DISTRICT 24J***



\*\*Amended and updated in 2021 to reflect HB 2016 Legislation. This language is *italicized*.

\*\*\*New language from the 2018 bargaining session remains in **bold**, as well as language from the **2021 reopener session**.

## **Mission Statement**

**We believe that a well-rounded public education should prepare students for career/college and full participation as an active and informed community member, regardless of race, class, ethnicity, gender, sexual orientation or zip code. We also recognize that a well-rounded public education includes, but is not limited to giving students a strong start, and providing students with an enriched, diverse and comprehensive whole-child education that allows them to:**

- obtain essential knowledge and skills**
- engage in critical/creative thinking**
- develop independent inquiry skills and an appreciation for the arts, music and literature**
- improve their physical/emotional health**
- develop academic discipline/proficiencies**
- develop and use information literacy skills to become career/college ready, and**
- prepare for leadership roles in their communities.**

**Our goal is to empower productive, ethical, self-confident community members who are ready to participate in a free and democratic society.**

**--ASK ESP Bargaining Team**

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2021-22 Substitute Hourly Rates

Classification List

## **PREAMBLE**

### **A. Parties to the Agreement**

This Agreement is entered into between the Board of Directors on behalf of the Salem-Keizer School District, herein referred to as the “Board” or “District” and the Association of Salem Keizer Education Support Professionals, herein referred to as the “Association”.

### **B. Agreement**

The intent of this Agreement is to set forth and record herein the basic agreement between the parties on those matters resulting from negotiations (i.e. wages, hours, terms and conditions of employment) held pursuant to provisions or ORS 243.650 et. seq.

### **C. Duration of Agreement**

This agreement shall be effective from **July 1<sup>st</sup>, 2018** to **June 30<sup>th</sup>, 2023** unless another effective date is specified for particular provisions thereof.

## ARTICLE 1

## RECOGNITION

### A. Recognition

1. The **Salem-Keizer School** District, **herein referred to as “District”**, recognizes the **Association of Salem Keizer Education Support Professionals, herein referred to as “Association”**, as the sole and exclusive bargaining agent for all Education Support Professional employees of the Salem-Keizer School District 24J, excluding:
  - a. Employees recognized or certified as being in a separate Salem-Keizer School District 24J bargaining unit;
  - b. Casual employees; and
  - c. Supervisory, Confidential, **and Professional-Technical** employees, as defined in ORS 243.650(6), **(16) and (23)**.
2. The parties hereby agree that casual employees for purposes of Section **A. 1. a.** shall mean substitutes, District students, **seasonal grounds crew**, as well as persons employed by the District as temporary employees on an irregular basis who work **one thousand (1,000)** hours or less during a fiscal year. Casual employees shall not be included in the bargaining unit.
3. For the purpose of this Agreement, substitutes are defined as those irregular employees called in to replace regular employees on excused absences (i.e., sick leave, vacation, etc.) or to cover for short-term vacancies during the hiring process.

### B. Limited Term Employees

1. Limited-term employees are employees, exclusive of substitutes and District students, who work more than six hundred (600) hours during a fiscal year in a position which lacks permanent funding or for positions vacant due to long-term absence of a regular employee. Limited term employees scheduled to work more than six hundred (600) hours shall be considered unit members from the beginning of their employment. Other employees meeting this requirement shall be included in the bargaining unit as of the beginning of the next succeeding month and the union shall be so notified. Limited Term employees shall enjoy all the rights of the collective bargaining agreement, except Article 18, Layoff and Recall. Limited Term employees shall retain their assignments for the funding duration of the position subject to satisfactory completion of the probationary period and shall be eligible for insurance coverage during summer recess if eligible and previously enrolled.
  - a. Instructional Assistants and Special Programs Instructional Assistants will become regular District employees after serving in a limited term capacity for three (3) consecutive school years (must have worked at least one hundred thirty-five (135) days per year in a bargaining unit position). The number of regular hours for those Instructional Assistants who attain regular status will be dictated by their last assignment prior to attaining regular status.
  - b. On the date a limited term employee attains regular status all rights and privileges of regular employees shall apply, including Article 18, Layoff and Recall. The seniority

date for such employees will be the date on which the employee began continuous employment (excepting summer break periods) with the District as a limited term employee immediately prior to becoming a regular employee.

- c. Limited term employees in instructional special needs, one-on-one assignments whose students have left the program during the course of the school year may be reassigned to a vacant one-on-one position on a temporary basis for the remainder of the school year. The reassignment may occur without observance of the normal transfer procedures.
  - d. Limited term employees in instructional special needs, one-on-one assignments who are not scheduled to work due to the absence of the student for longer than five **(5)** consecutive days will be considered for work as District substitutes **(at the employee's regular rate of pay)** if work is available. If the student returns and the one-on-one limited term employee is reassigned to the student, the substitute work will be counted towards the accumulation of one hundred thirty-five (135) days.
2. Regular employees who accept limited term assignments shall retain their regular status and shall enjoy all rights of the collective bargaining agreement.
    - a. Regular employees in instructional special need, one-on-one assignments whose students are absent will be reassigned for the duration of the absence or be given preference for substitute work **at the employee's regular rate of pay** when there are unassigned positions or substitute assignments available.
  3. The District may create and continue a limited term position for a maximum of five (5) consecutive years. If the position will continue after five (5) years, it will become a regular position and will be filled through an open competitive selection process.

### **C. Temporary Employees**

1. If a temporary position is scheduled to continue the following school year, the supervisor may request to retain the temporary employee without advertising the vacancy or interviewing candidates. The temporary employee is not obligated to accept the continuing position.
2. If the employee is retained, and was hired as a temporary employee before January 1<sup>st</sup> of the previous school year, **they** will receive a step increase effective with their start date in the new school year. If the retained temporary employee was hired January 1<sup>st</sup> or later in the previous school year, no step increase will be given.
3. A retained temporary employee whose continuing assignment is scheduled to last more than six hundred (600) hours during a fiscal year shall attain Limited Term status from the beginning of their continued employment.
4. Other temporary employees who meet the six hundred (600) hour requirement during the course of their assignment shall be included in the bargaining unit as of the beginning of the next succeeding month and the union shall be notified.

**D. Definition**

For the purpose of this Agreement, “employee” shall refer to all unit members represented by the Association as defined above.

**E. Agreement**

The Board agrees not to negotiate with or recognize any organization other than the Association for the duration of this agreement, unless the Association is decertified or a change of representative is certified by the Employee Relations Board.

**F. Probation**

An employee who has not completed **their** initial probationary period shall not be eligible for the benefits of paid subpoena leave, paid personal leave, or unpaid leaves of absence; does not have transfer rights under Article 17 or layoff/recall under Article 18; and may not use accumulated vacation time **except during recess periods (winter, spring, and summer breaks), when they may sell off accrued vacation time.** The District's right to terminate a probationary employee with or without cause is not grievable.

## 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 work force 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. To contract or subcontract work as may be determined by the District, provided that as to work which is exclusively performed by employees in the bargaining unit, the District agrees to notify the Association and upon demand bargain the decision for a period of ninety (90) days. Bargaining shall continue until settlement or the end of the ninety (90) day period. ORS 279B.055.
- j. To assign shifts, workdays, hours of work and work locations in accordance with this Agreement.
- k. To assign and designate all work duties.
- l. To introduce new duties within the unit.
- m. To determine the need for and the qualifications of new employees, transfers, and promotions, not in violation with this agreement.
- n. To discipline, suspend, demote, or discharge an employee for cause in accordance with the discipline article 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 may be in writing, telephonic communication, or electronic record.
2. A dues deduction authorization remains in effect until the bargaining unit member revokes with the Association (not the District) as provided by the terms of the agreement with the Association.
3. The District shall provide the Association with the names of all employees that are new, terminated, retired or on leave for more than thirty (30) days on a monthly basis and a layoff report will be provided if employees are in layoff status.

**C. Access to Members/New Hire Orientation**

1. Association representatives may meet with bargaining unit members outside of the workday without limit to address Association business.
2. The District agrees that Association representatives will meet, without loss of pay/benefits, with newly hired ESP employees for 30-120 minutes within 30 days of hire for new hire orientation. Association representatives may use school facilities for those meetings do long as it does not interfere with the District's operation.
3. Association representatives may meet with Education Support Professionals during the workday whenever ESP's are not responsible for student support/supervision or attending other District-directed activities.
  - a. Permissible time for Association access during the workday includes:
    - i. Non-student contact time before/after the student instructional day starts, so long as the ESP is not responsible for student support/supervision or otherwise engaged in a District-directed activity.
    - ii. ESP preparation time or other similar "ESP-directed" time including "ESP-directed" time on grading days and in-service days, with the ESP's permission. ESP's who choose to meet with the Association during their preparation period shall not be entitled to additional compensation pursuant to Article 7 B.
    - iii. The ESP's duty-free lunch.

- iv. For non-classroom based Education Support Professional (i.e. Sign Language Specialist, Behavior Specialists, Special Education Specialists, Office Managers, Translators), all work time except time expressly scheduled for a work activity (i.e. meetings with parents or other educators/ESP's).
  - b. Association representatives may not meet with ESP's during "District-directed" activities or while supporting/supervising students.
    - i. "District-directed activities" include, but are not limited to, staff meetings, PLC meetings, and IEP meetings. If an Association representative seeks to meet with an ESP when a District-directed activity is scheduled (unless previously arranged or covered as Association release time), the District has no obligation to release the ESP.
    - ii. "Student support/supervision" includes instructional time and assigned duty time but does not include other time when a student may "drop in" to an ESP's assigned classroom at the ESP's discretion.
  - c. Association access during the workday may not unreasonably interfere with an ESP'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.
  - d. Association representatives do not need to seek permission before entering a District building but agree to provide reasonable advance notice when appropriate provided that such facility is not required for regular use. In addition, Association representatives will sign in/out of buildings as directed by office staff.
  - e. Authorized representatives of the Association will be designated by ASK ESP 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 have 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 identification.
4. 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 (i.e. Sign Language Specialists, Behavior Specialist, Special Education Specialists, Office Managers, Translators), for the first 15 minutes of an a.m. meeting or last 15 minutes of a p.m. meeting, or as agreed upon by the Association representative and the building Administrator. The District will approve the request and Administrators will not remain in attendance at the Association meeting unless invited.
5. Upon request by the Association, the District agrees to co-present with the ASK ESP leadership once per year during the HR Clinic on mutually agreed upon labor issues. The District may invite ASK ESP leadership to attend additional HR Clinics.

6. The District agrees that Building Administrators will extend an invitation to one of the ASK ESP's 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 15<sup>th</sup> and invitations to participate will be extended by November 1<sup>st</sup>. 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 school weeks of the Association providing names of building representatives.
7. In addition, on request, an Association Representative shall be allowed to make brief announcements and respond briefly to questions during professional development meetings.

#### **D. 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
  - 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 days of the date of hire for new employees, and every 120 days for current employees.

#### **E. Use of Copier/Facsimile Equipment**

Upon advance request, the Association may be allowed use of the District's copier/facsimile 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.

#### **F. 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.

## **G. Use of Mail Boxes and District Email**

1. The Association shall have the right to use building mail boxes 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 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 employees, and any page that lists external partners. The link shall include the Association's full name and provided logo.

## **H. Association Leave**

The District will grant the Association and its members a total of **four hundred forty (440) hours** leave for ASK ESP business during the regular school year (**five hundred sixty hours (560)** during a bargaining year). An additional **one hundred twenty (120) hours** will be granted during the summer months for ASK ESP use. Association leave will be limited to eight (8) days per year for any one (1) individual. ASK ESP will reimburse the District for each member at a rate equivalent to step one (1) of the pay range for each member's classification for each day of leave used.

## **I. 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.

## **J. 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 President shall request a meeting with the District to discuss arrangements for unpaid leave time.

## **K. Association President Leave**

1. Upon request by the Association prior to June 1<sup>st</sup>, 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 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<sup>st</sup> 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.

#### **L. 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.

#### **M. Membership on Committees**

1. Members of the Association of Salem-Keizer Education Support Professionals bargaining unit shall be included on the following joint committees:
  - a. Calendar Committee (at least one member)
  - b. Safety Committee (2 members)
  - c. Education Support Professionals Sick Leave Bank Committee (3 members)
  - d. Education Support Professionals Staff Development Committee (3 members)
  - e. **PACE Committee**
2. The Superintendent shall make appointments to the above named Committees from lists submitted by the Association.

## ARTICLE 4                   EMPLOYEE RIGHTS

### A. Just Cause

The Association recognizes the right to discipline employees. However, no employee will be disciplined, reprimanded in writing, suspended, terminated or reduced in rank or compensation without just cause.

### B. 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 present a representative of the Association 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 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 ten (10) working days. The parties agree to provide extensions of this notice period upon request.**

### C. Organizing

Education Support Professional Employees shall have the right to participate in Association activities as provided by 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 5

## DUES AND PAYROLL DEDUCTIONS

### A. Dues

1. The District will deduct dues, fees, and any other assessments or authorized deductions from the employee's payroll and issue to the Association in accordance with the payroll-deduction authorizations signed by members. The Association will provide the District with a list identifying the employees who have authorized dues deductions and the amount to be deducted. The District shall rely on the list to make the deductions and remit payment to the ASK ESP/OEA/NEA. The Association will provide the District with the list annually by October 10 (or the next regular business day) of each year.
2. The District shall deduct monthly dues from the regular salary checks of employees in nine (9) equal payments starting in October and ending in June, each month that the deductions are authorized. Changes to the dues deduction list must be delivered to the District by the 12<sup>th</sup> of the month prior to the effective payroll date upon which the deduction is to be made. If the District fails to make an authorized deduction and remit payment to the Association, the District will be liable to the Association, without recourse against the employee, for the full amount that the District failed to deduct and remit to the Association.
3. The Association agrees to indemnify, defend, and hold the District harmless from employee or former employee claims, order, or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least thirty (30) days' notice, in writing, of any claim; and 2) cooperating with the Association and its designated counsel in defense of the claim. In the event the District properly invokes this provision, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of the said attorney.
  - a. The District agrees to transmit the dues deducted to the Association of Salem-Keizer Education Support Professionals in one check and OEA/NEA in a separate check, prior to the 15<sup>th</sup> of the following month.
4. Upon appropriate written request from the employee, the District shall deduct from the salary and make appropriate remittance for the following approved deductions as established by District practice:
  - a. United Way
  - b. Credit Union
  - c. Tax Deferred Annuities
  - d. OEA Foundation
  - e. Board-approved insurance programs
5. The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.
6. The District, at employee's request, will correct any District payroll error within five (5) working days of the employee's request and submission of confirming documentation.

## **ARTICLE 6**

## **STRIKES/WORK ACTION**

### **A. Strikes**

1. The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work during the term of this Agreement. The Association recognizes and agrees that disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of the provisions of this article.
2. In the event of a strike or other work action in any form, either on the basis of individual choice or collective employee conduct, the Association will make every effort including public appeals to secure an immediate and orderly return to work.
3. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to such work action.
4. Members of the bargaining unit agree that they will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty during the life of the contract.

### **B. Lockout**

There will be no lockout of employees by the District as a consequence of any dispute arising during the period of this Agreement, as long as there is full compliance with items 1, 2 and 3 of Article 6.

## ARTICLE 7

## WORK WEEK, HOURS OF WORK

### A. Hours of Work

1. A full-time work schedule shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) eight-hour days or four (4) ten (10) hour days. To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District. 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 work week including a Saturday or Sunday the District will first seek volunteers among qualified employees, but will not be obligated to assign a modified work week to a volunteer. The District also agrees to provide a differential for employees who are assigned by the District to a workweek that includes either a Saturday or a Sunday. Such employees will receive a (four) 4% differential above their base salary for the week. The District reserves the sole discretion over operational needs and requirements. Shifting of days at employee's request to a Saturday or Sunday does not entitle the employee to the differential.
2. However, an employee may be assigned to a work week that includes Sunday only if:
  - a. The employee requests or volunteers for such a work week, or (b) the work week, including a Sunday, is assigned for a period of a month or less, or
  - b. If the employee was notified at the time of **their** hire that the work week could include a Sunday.
  - c. If none of the above applies and the District assigns a shift including a Sunday, overtime, but not the differential, shall be paid for all hours worked on Sunday.
3. The District shall give a minimum of one week advance notice prior to regular changes in reporting and end of shift times, except in case of emergency or reasonable student needs.

### B. Flex Time

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 week in which it is requested and will be tracked through timekeeping. 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.

### 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 Periods

Each employee shall receive a ten (10) 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 break shall be designated 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.)

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 forty (40) hours per week**, in the employee's regular position during the employee's regularly assigned work year.
2. Less than twelve (12) month employees shall accrue vacation and sick leave for any work performed in their same classification during scheduled recess periods.

## ARTICLE 8            HOLIDAYS

### A. Twelve (12) Month Employees

1. A twelve (12) month employee shall receive the holidays without loss of pay, as set forth in this section, provided that the employee is on the active payroll and works on the last regular District workday prior to and the first regular District workday after the occurrence of the holiday or be on a paid leave on such days.
  - a. Independence Day
  - b. Labor Day
  - c. Veterans' Day
  - d. Thanksgiving Day
  - e. Day following Thanksgiving
  - f. Christmas Eve
  - g. Christmas Day
  - h. New Year's Day
  - i. Memorial Day
  - j. Martin Luther King Day

### B. Less Than Twelve (12) Month Employees

1. A less than twelve (12) month employee shall receive, without loss of pay, the following holidays which occur during **their** assigned work year, provided that the employee is on the active payroll and works on **their** last regular assigned workday prior to and **their** first regular assigned workday after the occurrence of the holiday or be on a paid leave on such days.
  - a. Independence Day
  - b. Labor Day (in order to receive holiday pay the employee must work on at least one day during the week before Labor Day and must work the first regular assigned workday after Labor Day. Bus driver's attendance at and completion of in-service training prior to the start of the school year and work the first regularly scheduled work day after Labor Day shall qualify them for the Labor Day holiday pay.)
  - c. Veterans' Day
  - d. Thanksgiving Day
  - e. Day following Thanksgiving
  - f. Christmas Eve
  - g. Christmas Day
  - h. New Year's Day
  - i. Memorial Day

### C. Compensation

1. An employee's holiday pay shall be the equivalent of **their** regular day of work for the District.
2. If an employee is required to work on an observed holiday, he shall receive the overtime rate for all hours worked in addition to his regular holiday pay.
3. If any of the above-listed holidays fall on a Saturday, it shall be celebrated on Friday, and if it falls on Sunday, it shall be celebrated on Monday.

**ARTICLE 9                    VACATION**

**A. Paid Vacation**

All members of the bargaining unit shall be entitled to paid vacation provided they work at least twenty (20) hours per week for six (6) continuous months. New employees shall not be entitled to vacation until they have completed six (6) full months of continuous service but shall be entitled to the prorated share of this vacation upon completion of six (6) months' continuous service.

**B. Accrual**

1. Full-time employees, forty (40) hours per week, twelve (12) months per year, shall accrue vacation in accordance with the following schedule:

Service Years

1-5	6	7	8	9	10	11	12	13	14	15
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Hrs. per Month Accrued

As shown in hundredths of an hour in **the MUNIS accrual table.**

6.67	7.33	8.01	8.81	9.60	10.19	10.90	11.65	11.99	12.79	13.61
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2. Hours accrued per month for less than full-time employees shall be prorated based on the employee's regular workday **plus additional earnings up to forty (40) hours per week**, during the accrual period.
3. Less than twelve (12) month employees shall accrue vacation for any work performed in the same classification during scheduled recess periods.
4. Example of above schedule: Employed by the District eight (8) years and working forty (40) hours per week, eleven (11) months per year. Service years eight (8) factor 8.81 times months employed eleven (11); equals total hours accrued vacation of 96.81.

**C. Approval**

All vacation periods must be approved by the supervisor to whom the employee is directly responsible. Employees shall take earned vacation at a time approved by the supervisor. Employees may appeal to the Director of Human Resources or designee if they believe they have been unreasonably denied their requests for scheduling of vacation days.

**D. Holidays**

When a holiday observed by the District falls on a workday during an employee's vacation, the vacation shall be extended accordingly.

## **E. Payoff/Usage**

Accrued vacation not used by an instructionally-related (including assistants, bus drivers, school clerical staff, etc.) less-than-twelve (12)-month employee will be paid off annually at the regular rate of pay. Any other employee whose accrued vacation is not used by June 30<sup>th</sup> of the school year following the year in which the vacation was earned shall be forfeited unless the District was unable to provide the affected employee such time off because of operational needs. In this event the District shall, at its discretion, either carry forth the vacation time or monetarily compensate the employee for such time.

## ARTICLE 10

## LEAVE OF ABSENCE WITH PAY

### A. Sick Leave With Pay

1. All employees shall accrue sick leave as an insurance against the impact of personal illness or injury as provided in ORS 332.507. Full-time twelve (12) month employees shall accrue twelve (12) 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 prorata basis. Computations shall be based on a single workday reporting schedule and the number of days reporting. In no event will sick leave be available for a day that would not otherwise have been a regular workday. Each employee shall be furnished a statement each payday showing the number of hours of accumulated unused sick leave available. Unused sick leave shall accumulate to an unlimited total.
2. An employee whose term of illness extends through June 30<sup>th</sup> of any given fiscal year, and at that time has not used up all accumulated sick leave shall continue to receive paychecks against prior years' accumulated sick leave. However, in these cases, such employee's sick leave account shall not be credited for additional hours in the new fiscal year until **they** has 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 off the job.
3. An employee shall not consider sick leave as a right which allows absence at any time for other than the reasons set forth in this article. Certification of one shall not usually be required unless the employee is absent in excess of ten (10) consecutive work days (unless the employee's absence is qualified leave under Family Medical Leave Act/Oregon Family Leave Act rules, then the employee will provide a doctor's 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 physician certification upon request by the employee. If medical evidence indicates an employee can return to **their** duties, **they** shall return, or in continued absence be terminated. 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.
4. Sick leave shall be utilized for personal medical, dental, and optical appointments on an hour for hour basis. Sick leave may be utilized for absence due to personal illness, injury or any disabling condition including pregnancy as verified by a physician.
5. When an employee is absent due to illness or injury compensable under Workers Compensation Law ORS 656, the District's obligation to pay this sick leave article 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 sick leave.
6. If an employee uses all of **their** sick leave the District may place the employee on unpaid medical leave.
7. Any employee on worker's compensation leave who has exhausted **their** sick leave and whose physician 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.

8. For the purposes of transferring sick leave, the District shall permit an employee to transfer up to seventy-five (75) 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 thirty (30) days in the new district.

## **B. Court Appearances**

1. When an employee appears in court proceedings **on their** own behalf, **they** shall be granted such leave without pay. If an employee is called for jury duty, or is subpoenaed as a witness in a court case in which **they** personally **are** not involved, **they** will be entitled to reimbursement by the District at the straight-time hourly rate of **their** regular job, for the hours of work necessarily lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. In the event the employee is a claimant against the District then **their** leave shall be without pay.
2. 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.

## **C. 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 granted or used for matters which can be attended to outside assigned work hours, nor shall it be granted or used for any purposes for which other leaves are specifically provided by this Agreement unless those leaves have been exhausted. Such leaves shall not be granted or used for recreation, extension of a vacation, or labor organization purposes. Requests for leave must be made in writing at least three (3) days prior, unless it is an emergency then the request will be provided as soon as practical. Requests for personal leave will be reviewed by the immediate supervisor for conformity with these provisions. The supervisor's decision shall be final, except that the denial of leave may be appealed to the Director of Human Resources or designee within fourteen (14) calendar days of a supervisor's denial of use of personal leave.
2. Personal leave may not be used during the first or last week of school, the week prior to or the day following Winter and Spring Break or the day immediately prior to or after a holiday or an agreed upon mandatory unpaid day.
3. Exceptions to blackout dates will be made on a case-by-case basis in consultations with Human Resources. Non-school based departments may make exceptions for 12 month

employees. These exceptions must be communicated to payroll and Human Resources in order to not result in a loss of pay.

#### **D. Association Leave With Pay**

Association representatives shall be allowed time away from their duty stations without loss of pay when required and authorized by the District for the specific purposes of meeting with District representatives concerning administration of this contract and adjusting grievances under the procedure defined herein.

#### **E. 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.

#### **F. Military Leave With Pay**

An employee shall be entitled to a military leave of absence during a period of service with the Armed Forces of the United States in accordance with current laws and regulations.

#### **G. Family Illness Leave**

Family illness leave may be utilized for absence due to critical illness or injury of a member of the immediate family to a maximum of three (3) regular workdays per fiscal year. A critical illness/injury means any illness/injury requiring the employee's presence. The immediate family shall be defined as blood relations and in-laws, to include spouse/domestic partner, children (including step-children and children towards whom the employee stands in loco parentis), parents (including step-parents), grandparents and grandchildren, brother and sister (including step-brother and sister), uncle, aunt, nephew and niece. When the family member resides outside the employee's household, the illness must be critical in order for the employee to take leave. Employees may use any available vacation leave in accordance with the provisions of Article 9.

#### **H. Bereavement Leave**

An employee shall have bereavement leave up to five (5) working days with pay per occurrence. Such leave shall be available to an employee in the event of death in the employee's immediate family. The immediate family shall be defined for the purpose of this section as blood relations and in-laws, to include spouse/domestic partner, children (including step-children and children towards whom the employee stands in loco parentis), parents, grandparents, grandchildren, step-parents, brother and sister (including step-brother and step-sister), uncles, aunts, nieces, and nephews. Employees may use any available vacation leave in accordance with the provisions of Article 9. Probationary employees are eligible to use leave.

**ARTICLE 11**

**LEAVE OF ABSENCE WITHOUT PAY**

**A. Eligibility**

An employee absent from work because of an authorized leave without pay shall not be eligible for nor accrue benefits provided under the terms of this Agreement unless allowed by specific provisions of this Article.

**B. Medical Leave Without Pay**

Upon application by an employee, medical leave without pay for the purpose of personal illness or injury of an employee shall be granted after sick leave with pay has been exhausted. Such period of leave without pay may be limited to not more than a total of one (1) year during the life of this agreement, at the discretion of the Superintendent, except in the case of employment incurred injury, in which case the period of leave shall be for the entire period of disability resulting from the injury or shall end upon the resolution of the worker's compensation claim whichever is earlier. An employee on such leave shall not engage in any employment without prior permission from the District.

**C. Leave of Absence Without Pay**

Upon request, an employee may be granted a leave of absence without pay for a period of up to one (1) year. Such request shall include reason for such leave.

**D. Bereavement Leave Without Pay**

Upon request, an employee shall be allowed up to two (2) days of absence in case of death of a more distant relative or friend not covered under the definition of immediate family. Such leave shall be without pay and shall be utilized not more than once per fiscal year. Such leave shall not accumulate from year to year.

**E. Peace Corps Leave Without Pay**

An employee may be granted a leave of absence without pay for service in the Peace Corps, not to exceed two (2) years, in accordance with Oregon law. The salary status of an employee obtaining such leave, except as provided for in military leave without pay, shall be unchanged upon their return to service to the District.

**F. Parental Leave Without Pay**

1. Employees in the unit shall be granted parental leave without pay for a specific period of time, up to one year and upon written request, for the purposes of childbirth and for care of natural or adopted infant children. The beginning and end of such leave for childbirth shall be determined by the employee and the physician.
2. An employee on parental leave without pay shall be reinstated in a position substantially equivalent to the one held before taking the leave. The employee returning from parental leave shall not suffer a loss of seniority due to this leave provision, but shall not earn additional seniority while on this leave.

### **G. Military Leave Without Pay**

An employee shall be entitled to a military leave of absence without pay during a period of service with the Armed Forces of the United States in accordance with current laws and regulations.

### **H. Career Development Leave**

1. A regular employee with at least **one (1)** year of service may be granted leave of absence for one (1) or two (2) District semesters for advanced study as a full-time student or apprentice for the purpose of enhancing job qualifications for their current position or qualifications for another District position.
2. An employee who is granted a career development leave shall be returned at the step on the salary schedule **they** had earned prior to the leave. No experience credit for step increase will be given for the time on leave.
3. The scheduling of such leave will be mutually agreed upon between the District and the employee.
4. The District retains the right to limit the number of employees granted such leave.

## **ARTICLE 12**

## **RETURN FROM LEAVE**

### **A. Return**

Upon return from paid or unpaid leave the employee will return to the same or similar position **they** had prior to leave.

### **B. Service**

Approved leaves will not be considered a break in service. All accrued benefits earned prior to leave will be reinstated upon return from leave. There will be no loss of seniority.

### **C. Health Insurance**

Employees on authorized leave may participate in the District group insurance program as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

## ARTICLE 13

## SICK LEAVE BANK / SHARED VACATION LEAVE

### A. Sick Leave Bank

1. The purpose of the sick leave bank shall be to extend to those members' additional sick leave days should an illness or injury as described in section **A. 3** below exhaust the employee's accumulated sick leave.
2. On or before October 31<sup>st</sup> each employee may contribute one individual workday of **their** accumulated sick leave to a common bank. Further yearly contributions shall be limited to the number of days necessary to bring bank level to one (1) per member of the bank. Such contributions are irrevocable. Only employees who have contributed days to the bank may apply for days from the bank. Participation in the bank shall be voluntary.
3. Upon depleting accumulated sick leave, vacation leave, and compensatory time, and after obtaining a doctor's statement certifying a life-threatening or debilitating physical or mental illness or injury preventing the member from performing the duties of **their** job for more than ten (10) work days, a member may request days from the bank. A committee composed of three (3) members representing the administration and three (3) members appointed by the Association will act immediately on the request. The committee may grant the request if:
  - a. District records show that the member has exhausted **their** accumulated sick leave, vacation leave, and compensatory time;
  - b. the member is not eligible for lost time compensation under Workers' Compensation or under PERS eligibility, or under the District's disability insurance;
  - c. the member is a contributing member to the sick leave bank;
  - d. the member has experienced a life-threatening or debilitating physical or mental illness or injury that has prevented **them** from performing **their** job requirements for more than ten (10) days and a doctor has certified in writing this illness or injury; and
  - e. there are sufficient days in the sick leave bank to cover the request.
4. If the request is denied, the member shall be informed in writing as to the reason for the denial. The actions of the Committee shall not be subject to any further appeal through grievance procedure or otherwise.
5. If the request is approved, the Committee shall notify the Human Resources office, and subsequent days of absence due to the illness or injury, including the first ten (10) days of the illness or injury, if the employee's accumulated sick leave was not available for those days, will be charged to the bank until further notice. However, in no case will more than a total of fifty (50) days of sick leave from the sick leave bank be approved per individual member in any one (1) school year.
6. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank, which shall not be greater than one (1) hour multiplied by the number of unit members per school year. These records shall be available at all times for review by the Committee members and by the Association. Annually the District shall

notify the Association in writing of the accumulated days and days charged to the bank that year.

7. Membership shall be terminated by written request of the member or by the end of employment with the District. Previously donated days shall remain in the bank.

## **B. Shared Vacation Leave**

1. The Shared Vacation Leave Program is intended to allow an employee to voluntarily donate accrued vacation leave to support a colleague who is in critical need of leave due to **their own serious health condition or that of an immediate family member living in their household**. The parties agree that ASK ESP shall administer the Shared Vacation Leave Program.
2. **For the purposes of this article, immediate family shall be defined as spouse/domestic partner, siblings, children (including stepchildren), parents (including in-laws and stepparents), grandparents, and grandchildren.**

## **C. General Provisions:**

1. Employees may donate accrued vacation leave to a specific employee who is otherwise eligible to accrue and use sick leave, but has exhausted all accrued leave (including sick leave, vacation leave, and compensatory time).
2. To be eligible to receive Shared Vacation Leave, employees must meet all eligibility requirements as described in Article 13, Sick Leave Bank, except that participants (donors and recipients) are not required to be members of the Sick Leave Bank to participate.
3. Employees who are members of the Sick Leave Bank must apply to the Sick Leave Bank first, **unless their absence is due to the serious health condition of a family member**. If they are denied, or only receive a portion of their requested hours, they may apply to receive Shared Vacation Leave.
4. Employees who are not members of the Sick Leave Bank may apply directly to receive Shared Vacation Leave.
5. Employees will be limited to the equivalent of fifty (50) workdays (based on the donee's scheduled workday) per year (four hundred (400) hours for a full time employee) in any combination of Sick Leave Bank and Shared Vacation Leave.
6. Employees using shared leave shall be considered in active pay status and shall accrue leave, and be entitled to any benefits to which they would otherwise be entitled.
7. Donations must be made in full-hour increments with no minimum hours required per donation occurrence.
8. All donated Shared Vacation Leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating accrued vacation leave.

#### **D. Procedures**

1. Employees apply to receive donated vacation leave by submitting a Shared Vacation Leave Application form and Physician's Certification form to ASK ESP.
2. ASK ESP will determine if all eligibility criteria are met.
3. ASK ESP will solicit donations from their membership for ten (10) working days after receipt of initial notification by the requesting member.
4. Employees who choose to donate their vacation leave will submit a Shared Vacation Leave Donation form to ASK ESP.
5. When the requested number of hours have been submitted, or after ten (10) working days (whichever comes first), ASK ESP will submit the application and donation forms to the District's Employee Programs and Benefits Coordinator.
6. The Benefits Coordinator will work with Payroll to deduct vacation leave from donors and convert it to sick leave for the recipient.

#### **E. Confidentiality**

1. When submitting a Shared Vacation Leave Application form, the requesting employee will be asked what information they are willing to share to ASK ESP membership regarding the nature of their illness. Only that information will be released, all other information will be kept confidential.
2. **A donor's information, including the number of hours they donated, will be kept confidential.**

## ARTICLE 14

## RATES OF PAY

### A. Salaries

1. The base schedule will be increased by **2.25% for fiscal year 2018-19, 2.25% for fiscal year 2019-20, and 2.5% for fiscal year 2020-21. For the 2021-22 fiscal year the base schedule will be increased by 3.5% for grades 9 through 16 and 3% for grades 17 through 30. For the 2022-21 fiscal year the base range for all grades will be increased by 3%.**
2. All employees eligible for step increases shall receive their step increase on July 1<sup>st</sup> of each year. New employees hired before January 1<sup>st</sup> of a given year shall receive a step increase on July 1<sup>st</sup> of the same year. New employees hired January 1<sup>st</sup> or later of a given year will not receive a step increase until July 1<sup>st</sup> of the next year.
3. If an employee is promoted or reclassified to a higher paying classification, the employee shall be moved effective with date of assignment to the step in the new classification that is next higher in pay than **their** present step or the first step on the new salary range, whichever pays the greater amount.

### B. Out-of-Class Pay

Employees temporarily assigned by the District to a higher paying classification shall assume all the duties and responsibilities of the assigned position and be considered acting out-of-classification. After five (5) consecutive workdays in such assignment an employee shall be entitled to the rate of pay that is the comparable pay step in the new classification range which provides a salary one (1) pay step higher than the salary **they were** receiving prior to the assignment, or the rate of the first pay step of the new classification range, whichever pays the greater amount for the remainder of the assignment. NOTE: The District will change job descriptions to read "Performs related duties consistent with job description and assignment." However, the District may continue to use employees out of class as long as it complies with any applicable contract language regarding out-of-class pay.

### C. Longevity Stipend

An employee who meets the qualifications shall receive a longevity stipend of 2.5% of **their** annual salary paid in a single payment in October of the year **they** qualify. Such payment shall be paid once every three years to qualified employees. To qualify, employees must be repeating on the 6th step and must have been continuously employed in a bargaining unit position in October. Qualified means any employee who is repeating at the 6th step of any salary range and has 10 or more years of continuous service with the District in a bargaining unit. No employee shall receive a longevity stipend more often than once in any three-year period.

### D. Pay Options

1. Each regular or limited term Education Support Professional employee whose work assignment is less than twelve (12) months shall be paid on the basis of twelve (12) equal payments. Employees who are on a twelve pay schedule will receive all monies earned in the fiscal year by June 30<sup>th</sup>. Annually, a returning employee shall be permitted to elect payment on the basis of ten (10) equal payments, September through June. Other employees shall be permitted to elect such payment at the time they are offered

employment. Once an election is made, it must remain in effect for the current year and will remain in effect from year to year thereafter provided the selected pay option is valid for the employee's work assignment dates.

2. Employees who wish to change their pay option election must notify the District in writing on or before July 15 of the new fiscal year.
3. This section does not apply to twelve-month employees.

#### **E. Overtime**

1. Overtime pay for employees shall be allowed only in cases of emergency and when authorized by the building principal or supervisor.
2. Eligible employees shall be compensated at the rate of time and one-half, but in no event shall such compensation be received twice for the same hours.
  - a. Overtime shall be paid for all assigned work in excess of forty (40) hours in any workweek, except when employees work a four (4) - ten (10) workweek. In such case overtime will be paid for all assigned work in excess of ten (10) hours in a day or forty (40) hours in any workweek.
  - b. Overtime pay shall be based on the actual number of hours on duty per day except that one and one-half (1 ½) hours of overtime will be guaranteed in instances where an employee is called back to work. For the purpose of computing overtime, all hours an employee actually works plus unworked holiday and vacation hours shall be credited as time worked in computing total work period hours.
3. Notwithstanding the provisions of sections **E.2.a** and **E.2.b** above, an eligible employee at his or her discretion with the concurrence of the District will be granted compensatory time off in lieu of pay for overtime worked. Compensatory time off shall be computed at the rate of time and one-half (1 ½) for all overtime worked.
4. In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel, as are deemed necessary by the District, shall be required to work overtime.
5. To the extent determined feasible by the District's supervisors, employees will be provided advance notice of overtime assignments.

#### **F. Shift Differential**

The District agrees to provide shift differential compensation to employees working four (4) or more hours of their scheduled working shift after 5 p.m. and before 5 a.m. Such compensation shall be four percent (4%) per month greater than their regular monthly salary.

#### **G. Reporting Time**

1. Bus drivers who report for scheduled trips and the trips are canceled shall receive reporting time pay of one (1) hour at their regular rate of pay. When bus drivers report for trips on non school days and the trips are canceled, the drivers affected will receive

reporting time pay of two (2) hours at their regular rate of pay. When bus drivers are scheduled for trips on non-school days and do not receive a cancellation notice by the close of the previous business day (5 p.m.), the drivers affected will receive cancellation pay of one (1) hour at their regular rate of pay.

2. Any employee who is called back to work outside **their** scheduled work shift and is not required to work after reporting shall receive reporting time pay of one (1) hour at **their** regular rate of pay.
3. The benefits set forth in **G.1** and **G.2** shall not apply to trips scheduled on school days when employees are notified prior to reporting that their services are no longer necessary.
4. Any employee who is called back to work without an eight (8) hour break from the end of the last shift worked shall be paid at the overtime rate for half of the hours of the additional shift (e.g. four (4) hours of an eight (8) hour shift.).

#### **H. On-call Pay**

An employee who is required by **their** supervisor to remain on call and available for work outside of **their** regular shift, and is required to report immediately when contacted by **their** supervisor, shall be paid two (2) hours at **their** regular rate of pay for every twenty four (24) hour period and four (4) hours for every weekend period (Friday at 5 p.m. until 8 a.m. Monday morning). The first time the employee is required to report to work, the time worked shall be applied to the two (2) hours (per twenty four (24) hour period) or four (4) hours (per weekend). The employee shall receive additional pay the first time **they** report only if the time exceeds two (2) hours. Callback provisions shall apply to all subsequent times **they** must report. All hours actually worked shall be subject to overtime provisions.

#### **I. Payroll Errors**

The District, at employee's request, will correct any District payroll error within five (5) working days of the employee's request and submission of confirming documentation.

#### **J. Work During Recess Periods**

Less than twelve (12) month employees who are brought back to work during scheduled recess periods will be paid a rate consistent with past practice. The rate will increase each year at the same rate as the salary schedule.

**ARTICLE 15                    INSURANCE**

**A. District Contribution**

1. **The maximum District contribution for plans selected will be \$1,275 for the 2018- 19 year, \$1,315 for the 2019-20 insurance year, \$1,350 for the 2020-21 insurance year, \$1,380 for the 2021-22 insurance year, and \$1,410 for the 2022-21 insurance year.**
2. Employees may elect an insurance benefit package from the District's programs offered. For employees working 4 to 5.99 hours per day, the District shall contribute 70.0% of the amount paid for six (6) to eight (8) hour employees. Part time employees as defined in this article may select insurance benefits as allowed by the current plan.
3. The difference, if any, between the cost of the insurance package chosen by the employee and the District contribution shall be paid by the employee through a payroll deduction.

**B. Retirees**

Retiring employees may elect to continue participation in District group insurance plans, single, two party or family rate, at their own expense, in accordance with state law, insurance company rules, and District procedures.

**C. Domestic Partners**

Same-sex domestic partners will be permitted to enroll in the negotiated insurance plan. The eligibility regulations defining domestic partners shall be in accordance with the insurance company's affidavit. In order to ensure the employee's privacy, a confidential method will be developed by the District for enrollment procedures. There shall be no reprisal for an employee's lifestyle revealed due to enrollment.

**ARTICLE 16****EMPLOYEE ASSISTANCE PLAN**

The District will provide an Employee Assistance Plan (EAP) which allows employees to refer themselves confidentially to the EAP provider. To protect confidentiality, any data which the provider transmits to the District shall be summary only.

## ARTICLE 17

## SENIORITY, VACANCIES and TRANSFERS

### A. Seniority

1. Seniority, as used in this Agreement unless otherwise specifically stated, shall mean an employee's total length of continuous service with the District since **their** original date of service without a break in service. All authorized leave shall be considered as continuous employment for the purpose of computing seniority. An employee shall lose all seniority credit in the event of voluntary or involuntary termination. An employee who is laid off and who is subsequently reinstated, shall have **their** full seniority earned prior to layoff restored, but shall not earn seniority during **their** layoff status.
2. Seniority within job classification shall mean an employee's total length of continuous service in a designated job classification since **their** date of appointment to that job classification.
3. If an employee voluntarily separates from their District employment, but is rehired as a regular District employee within fifteen (15) **business** days, including recess periods or winter and spring breaks, then there shall be no break in service as it relates to their original seniority date.

### B. Job Openings Notifications

1. The District will post job opening notices on the District web site and will post paper copies at Transportation buildings.
2. Bargaining unit employees shall be eligible to apply for any vacancy in the bargaining unit that becomes available. Employees may also apply for vacant confidential positions which will be posted by the District as well as any supervisory positions which are posted by the district. Positions which are outside the bargaining unit are not subject to the conditions contained in paragraph 3 of this article nor any other Education Support Professional contract terms and conditions.

### C. Vacancies

1. When a vacancy of more than three (3) hours occurs within the District any bargaining unit member may apply for the open position. The District and the Association agree to support the concept of "first consideration" so that currently employed Education Support Professional personnel have the opportunity to change their position as vacancies arise. In fulfilling the concept of first consideration, the District will fill vacancies in the following manner:
  - a. District officials will interview a minimum of three (3) qualified in-District applicants for each position, if that many have applied.
  - b. The in-District applicants must be offered choice of interview time slots(s) before outside applicant(s) are contacted.
2. When a vacancy of three (3) hours or less occurs, the position may be assigned as a temporary position for that school year only, to an employee within that building/department without going through the normal recruitment process.

3. The District retains the sole right to determine the person selected to fill a vacancy and its decision shall not be subject to arbitration.
4. Job opening notifications shall state job title, minimum job responsibilities, qualifications, pay range and building location. In the custodial department, building location will be tentative. Custodial employees seeking a lateral change in assignment may communicate the request in writing to the supervisor. No assignments will be made without first consulting the list of those requesting transfers to the work site in question. Custodians will not be involuntarily transferred to another work site or work shift unless the District deems there are good and sufficient reasons.
5. In the event an employee is not selected, the District, upon employee request, shall furnish the employee with the reason(s) for the denial.
6. An employee not hired for a position for which **they have** applied shall receive a notice the position has been filled.
7. In-District applicants may request a screening interview with Human Resources. Such screening interviews will be for the purpose of assessing the employee's qualifications for the position and to assist Human Resources in referring for a position.

#### **D. Transfers**

An employee who has completed **their** initial probationary period may initiate a request for transfer to another position. Such request shall include the specific position(s) desired.

#### **E. Involuntary Transfer**

When an employee is being transferred, notice will be given to the employee as soon as reasonably possible. The employee may request to discuss the reasons for the transfer with the Human Resources administrator.

#### **F. Probationary Period**

1. All Probationary Employees - The parties recognize that the six (6) month probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training, and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.
2. New Hire Probationary Employees - Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. The District has the right to terminate new employees on a probationary status without cause after written notice that shall give reason(s) for the decision to terminate.
3. Current Employees Hired into a Different Classification - Employees hired into a different classification shall serve a probationary period of six (6) months in the new classification. During this period the employee shall remain a member of the bargaining unit with all the rights and privileges of the bargaining unit. The Association also recognizes the right of

the District to return an employee on probationary status in a different classification to **their** previous position or classification if, in the District's judgment, **their** work performance fails to meet required work standards or the employee requests that **they** be returned to **their** former position or classification. The District will notify an employee whose job performance is unsatisfactory and give the employee an opportunity to improve their performance before removing the employee from the probationary position.

4. The Association recognizes that the District does not have to meet a just cause standard in order to return the probationary employee to **their** previous classification.

## **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.
2. 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.
3. Qualifications - the minimum standards of performance required by the District, as per District job description and any special occupational skills.
4. Bump - the displacement of one employee by another employee with greater seniority.
5. Classification - the specific title to which an employee is assigned based on the District's Education Support Professional employees' classification schedule.
6. District Seniority - based on continuous employment with the District since original date of service without a break in service.
7. Classification Seniority - based on date an individual was hired into classification presently held without a break in service.
8. 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.
9. 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 within the first ten (10) 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 as soon as possible to the Association and to the employees to be laid off. 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

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.

### D. Bumping Rights/Seniority

If there are no regular vacancies in his/her classification, an employee scheduled for layoff may, using District seniority, bump the least senior employee in the same classification provided he/she is qualified to perform the duties of the position and the number of regular hours assigned to the new position is not greater than he/she is 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 he/she most recently held regular status provided he/she is more senior than the employee being bumped and is 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 fifteen (15) **business** days from receipt of the letter to notify the Board of **their** intent to return and must be able to return within fifteen (15) 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 thirty (30) 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 of the following occurs:
  - a. An employee is not recalled within twenty-seven (27) 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 he/she was working at the time of layoff.
  - c. An employee fails to timely respond to recall, the maximum being fifteen (15) **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.
  - 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).

## **ARTICLE 19 SAFETY/FIRST AID TRAINING**

The District shall provide a safe and healthful working environment for all employees as defined by OSHA standards and by state and federal regulations. A grievance may be filed to enforce this section; however, such a grievance shall be void if the employee or Association files a complaint or suit to enforce same requirements through state or federal agencies or courts.

### **A. Protective Equipment**

Proper safety devices and clothing shall be provided for all employees engaged in work where such devices are required to meet the requirements of state or federal regulations or district policy. Protective clothing and safety devices shall remain the property of the District.

### **B. Blood Borne Pathogens**

The District will provide training regarding Bloodborne Pathogens to Education Support Professional staff whose job responsibilities involve potential exposure to blood or other infectious materials. Inoculations, protective clothing and equipment will be made available to employees in accordance with the provisions contained in the District's Bloodborne Pathogens Exposure Control Plan.

### **C. Physical Examinations**

The District will pay the cost of required physical examinations and other required medical tests but not medical treatment. The district will establish standards for such physicals and the district reserves the right to designate the facilities where required medical tests will be conducted. Payment, if required, shall be remitted directly to the physician upon validation of the examination. If available to the District and upon the employee's request, a copy of the examination will be given to the employee at no cost.

### **D. Paid Training**

The District, when requiring training in safety and first aid for Education Support Professional employees, will do so at no cost to the employee. **This training shall be provided to the employee at their regular rate of pay.**

### **E. Assignment to a Student on an IEP**

1. Education Support Professional staff shall be informed within fifteen (15) days after being assigned to a student who has a behavioral management component to **their** IEP in one of the situations listed below:
  - a. Special Programs Instructional Assistant 2 assigned to Resource Rooms or self-contained special education classrooms or;
  - b. Assigned one-to-one to a specific handicapped child for transportation or in other classrooms;

### **F. Special Programs Driver**

These Education Support Professional staff shall be provided with specific information of known behavior patterns of these students and given suggested strategies and training or in managing those behaviors.

## ARTICLE 20

## PERSONNEL FILES AND EMPLOYEE EVALUATIONS

### A. Personnel Files

1. The official file of each employee is confidential and shall be kept in 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 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. The employee also will have the right to submit a written answer to such material and **their** answer will be attached to the file copy.
3. Letters of caution, consultation, warning, or reprimand 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 during regular District office hours after contacting the District Human Resources Department to schedule an appointment. An employee may be excused from regular duty for this purpose at the discretion of the supervisor. If the employee desires, **they** may have an Association representative present.

### B. Employee Evaluations

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

## ARTICLE 21

## NONDISCRIMINATION

All practices, procedures and policies of the school system shall clearly demonstrate that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of members or in the application or administration of this Agreement on the basis of standards protected by state or federal law and to include specifically race, religion, color, **gender**, sex, national origin, marital status, sexual orientation or age.

A grievance may be filed to enforce an employee's rights under this article; however, such a grievance shall be void if the employee files a complaint or suit to enforce the same rights through state or federal agencies or courts. Recognizing the relationship between this article and an employee's rights, and recognizing the developing nature of the law regarding sexual orientation discrimination, the parties agree that any arbitration decision or award regarding sexual orientation discrimination shall be advisory only.

**ARTICLE 22****INSERVICE PARTICIPATION**

Notice of requirement for planned in-service participation shall be provided to affected employees as soon as practical, but not less than seven (7) calendar days, prior to the date of such in-service meeting. The District agrees to cooperate with ASK ESP in developing relevant in-service opportunities for Education Support Professional employees on statewide in-service day.

Employees not regularly scheduled to work on the October in-service day will be notified by the start of the school year if they will be required to participate in training on the October in-service day.

**ARTICLE 23**

**STAFF DEVELOPMENT**

The District will provide the following amounts for Education Support Professional staff development activities:

<b>2018-19</b>	<b>\$65,000</b>
<b>2019-20</b>	<b>\$65,000</b>
<b>2020-21</b>	<b>\$65,000</b>
<b>2021-22</b>	<b>\$65,000</b>
<b>2022-23</b>	<b>\$65,000</b>

The District will develop and administer guidelines for the use of these staff development funds through a Education Support Professional employees' development committee composed of three (3) members appointed by the ASK ESP President and three (3) appointed by the District. The committee shall report to ASK ESP and the District annually.

## ARTICLE 24

## GRIEVANCE PROCEDURE

### A. Definitions:

1. Grievance: A claim by an employee or group of employees based on the interpretation or application of this Agreement. (The Board maintains a separate "Complaint Procedure" for resolution of all issues involving Board policy).
2. Aggrieved: The employee, group of employees or the Association that alleges a violation of this agreement.
3. Days: Working days. Weekend or vacation days are thus excluded.
4. Immediate Supervisor: The individual who has the administrative authority to resolve the grievance.
5. Employee: Any member of the bargaining unit.

### B. General Provisions Related to Grievance Procedures:

1. Whenever possible, grievances will not be heard during the working hours of the aggrieved. However, should investigation or processing of any grievance require that an employee be released from **their** regular assignment, the employee shall be excused without loss of pay or benefits.
2. The Board acknowledges the right of the aggrieved to have the Association grievance representative and/or legal counsel present in the processing of a grievance at all levels, and no employee may be required to discuss any grievance without such representation and/or counsel.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in the grievance file, which shall be maintained apart from the personnel file, along with any statement the employee may wish to make.
4. Nothing contained in this grievance procedure shall prevent any individual from initiating a grievance against the District even though the Association may not support **them**. The number of days indicated at each step shall be considered as maximum. Time limits may be extended by mutual consent of both parties. The parties shall make every reasonable effort to expedite the processing of grievances filed near the end of the school year.
5. Procedures may terminate at any level if the complainant so indicates in writing or fails to pursue **their** complaint within the specified time limit. Such termination shall not establish precedent for future grievances.
6. The Association may be present at all levels of the grievance procedure.
7. In accordance with the Association's responsibilities to provide fair representation for all employees, at the Association's request the District will provide to the Association information needed to process each grievance, providing the Association will pay the cost of preparing materials not readily available.

8. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reasons of participation.

### C. Levels of Grievance Procedures:

1. Informal Discussion: Within thirty (30) days of the time the aggrieved first had knowledge, **they** will discuss the grievance with the immediate supervisor, with the objective of resolving the matter informally.
2. Level One: If the aggrieved is not satisfied with the disposition of **their** grievance, **they** may file a written grievance with **their** immediate supervisor. If the written grievance is not filed within ten (10) days after the informal decision, the grievance shall be considered as waived. This written grievance shall set forth the specific grounds upon which the complaint is based, the contract clauses involved, and the remedy requested. The immediate supervisor shall communicate **their** decision in writing within ten (10) days to the aggrieved.
3. Level Two: If the aggrieved is not satisfied with the disposition of **their** grievance at Level One, or if no decision has been rendered within ten (10) days after the written grievance was delivered to the immediate supervisor, the aggrieved or the Association may within ten (10) days submit the grievance in writing to the Director of Human Resources. This written grievance shall set forth the specific grounds upon which the complaint is based, the contract clauses involved and the remedy requested. The Director of Human Resources or **their** designee shall communicate **their** decision in writing within ten (10) days to the aggrieved.
4. Level Three: If the aggrieved is not satisfied with the disposition of **their** grievance at Level Two or if no decision has been rendered within ten (10) days after the grievance was delivered to the Director of Human Resources, the aggrieved may, within ten (10) days request in writing that the Association submit the grievance to arbitration. If the Association so determines, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved. A copy of such request shall be delivered to the District.
  - a. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board (ERB) by either party.
  - b. The parties shall then be bound by the rules and procedures of ERB. The arbitrator so elected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this Agreement and determine if it has been violated.

- c. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on both parties.

**D. General provisions related to Arbitration:**

1. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing shall be borne equally by the parties.
2. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
3. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies of the conduct complained of and failure to do so shall preclude resort to such other remedies.

## ARTICLE 25

## TRANSPORTATION OF STUDENTS AND DISTRICT EQUIPMENT IN PERSONAL VEHICLES

### A. Transportation of Students

1. Any employee required to transport students or others or transport District equipment in **their** personal vehicle as a regular part of **their** job shall be notified in writing by the District of this requirement. Other employees may be required to transport students or others in their personal vehicle in an emergency.
2. Those employees who use their personal vehicle for the transportation of students or others or the transportation of District equipment shall be given a copy of all relevant District policies on such transportation. Given compliance with section **A.5** below, the District shall defend and indemnify the employee for any vehicular accident which happens during the course and scope of their employment while an employee is using **their** personal vehicle for the transportation of students or others or the transportation of District equipment.
3. The District shall pay the reasonable attorney fees and court costs of any employee who prevails in a suit against the District for refusing to meet its obligations under the Oregon Tort Claims law.
4. Those employees who use their personal vehicles to transport students or District equipment in emergency situations shall receive all benefits of this article.
5. The District shall require any employee covered by this article to maintain any insurance on **their** personal vehicle to the limits required by law but not beyond.

## ARTICLE 26

## ADMINISTRATION OF MEDICATION / MEDICAL PROCEDURES IN THE SCHOOLS

### A. District Policy and Employee Training

1. Employees who are required to administer medications/medical procedures to students shall be given a copy of all relevant policies **and be trained by** the District and a summary of District obligations to indemnify employees.
2. No employee shall be required to administer medications or perform any medical procedures unless the following conditions are met:
  - a. The student's parent or guardian has given the District written consent for the administration of medication.
  - b. The employee has been given instruction from qualified medical personnel regarding prescription medication or medical procedures.
  - c. In the case of non-prescription medication, the parent has given written instructions for administering the medication.
  - d. Before the employee administers the medication/medical procedures, the employee shall have access to and shall follow the instructions referred to in **2.b** and **2.c** above.
  - e. **All medical assessments or tasks requiring specialized procedures are assigned to only trained employees.**
  - f. **The equipment and medical supplies necessary to safely perform the task are available.**
3. **The District shall provide relevant ongoing training to new hires as needed throughout the school year.**

**ARTICLE 27**

**PERSONAL RIGHTS**

**The personal life of an employee is not an appropriate concern of the District, except where it affects the employee's fitness for or performance in their position.**

**An employee who pursues a court challenge which addresses the subject of this provision shall be deemed to have elected their remedy and shall not be entitled to pursue an alleged violation of this provision under Grievance Procedure.**

## ARTICLE 28

## TRANSPORTATION ASSIGNMENTS

### A. Bidding

1. All current regular bus drivers and standby drivers will have the opportunity to bid by seniority on all bar chart assignments during the district scheduled bidding period in August. Drivers who are not present for the bidding will be assigned a route by the Director of Transportation and/or designee. **An additional bidding period will be held two weeks before the winter and spring breaks, whereby routes that have become vacant following the August bid may be bid upon by all current regular and qualified special programs and standby bus drivers.**
2. **Requests to change an employee's route outside of the bid process may be made and approved by the Director of Transportation or designee if there is significant reason for the change that also meets the needs of students or the District.**
3. All current special program bus drivers will have a separate bidding scheduled in August. Drivers who are not present for the bidding will be assigned a route by the Director of Transportation and/or designee.

### B. Vacancies

1. **Any vacancy of five (5) or more hours, which occurs after the August bidding, will be temporarily filled with a Utility Driver until the next bidding period. At the next bidding period, vacant routes will be eligible for bid and will be posted for five (5) working days. Information on available routes will be published as soon as practical. Vacancies will be filled as soon as possible after the closing of the date of the posting.**
2. **Routes not filled during the bidding period will be filled with a Utility Driver, assigned by the Operations Manager. Summer work is not subject to bid and will be assigned by the Operations Manager based on department needs.**
3. All regular and qualified special program and standby drivers may apply for any vacancy **for which they are approved (under section D and E of this article) during the winter and spring bidding period without loss of seniority.**
  - a. **Any driver that bids on a route affirms acceptance of the route should they be the most senior bidder.**

### C. Training

**Training opportunities will be provided to any driver to qualify and/or remain qualified for a bus driving certificate allowing them to drive any bus in the fleet or for their drivers' license update or renewal.**

### D. Special Programs Drivers

Selection of special program drivers will be made on the basis of seniority according to one's qualifications for the position. Drivers will be given an opportunity no less than once a year to indicate an interest in being appointed a special program driver. Selection decisions made

by the district relating to an individual's qualifications for a position shall not be subject to arbitration. Drivers not chosen for special program positions will, upon request to the Transportation supervisor(s), be provided with an explanation of the selection decisions.

#### **E. Standby Drivers**

1. Standby positions will be posted and any driver with **at least one (1) year or equivalent experience acceptable to the Transportation supervisor** may apply. The most senior driver who applies and meets the criteria listed below will be offered the standby position. Any driver more senior than the chosen driver may request an explanation as to which of the criteria the senior driver failed to meet. A new standby driver must serve a probationary period of sixty (60) school days as a standby driver. During that probationary period, either the driver or the District may elect to return the driver to **their** driving assignment in **their** previous area with at least the same hourly bar chart time as the driver held prior to accepting the standby job. Temporary standby positions can be established for up to forty five (45) days, after which the standby positions will be posted and filled according to the criteria listed below.
2. Those selected for standby positions must meet the following criteria:
  - a. Good attendance and punctuality history.
  - b. Demonstrate a willingness and ability to drive all District buses.
  - c. Demonstrate a willingness and ability to operate and/or secure all Specialized Transportation equipment, including student mobility and support materials.
  - d. Demonstrate the ability to describe a path of travel the bus would use between two designated locations.
  - e. Demonstrate the ability to drive a bus following written run directions over a designated course within prescribed timelines.
3. All drivers will be given the opportunity to remain qualified for a bus driver certificate which allows them to drive the maximum weight bus that the District has in its fleet.

#### **F. Trip and Shuttle Assignments**

1. Trips will be divided as equitably as possible among all current regular, standby and special program drivers in order to provide an opportunity for all drivers to attain a thirty (30) hour week schedule. A duty roster by seniority will be set up to accomplish the assignment of trips. Trip assignments are subject to the provisions of Article 14, Rates of Pay, Subsection **E**, related to overtime.
2. Rules governing trip and shuttle assignments will be made available to drivers upon request.
  - a. Trips are defined as those driving duties transporting students and/or staff for the purposes of curricular and non-curricular activities. Trips will be greater than two (2) hours in length.

- b. Shuttles are generally scheduled for two (2) hours or less **both** within **and outside** the District.
  - c. An emergency assignment is defined as a request for a trip with less than twenty four (24) hours' notice and a trip assigned to a driver with less than twenty four (24) hours' notice.
3. Regular bus drivers who lose time off the bar chart **and sign up for trips and shuttles** will be given preference for trip assignments until the lost time is made up.
  4. An up-to-date seniority list will be posted in the driver's lounge at all times.
  5. Overnight Weekend Trips
    - a. On weekdays, including Friday, of an overnight trip, drivers will not earn less than their bar chart time.
    - b. Trip hours which extend through the weekend including Saturday and Sunday will be calculated as follows:
      - i. When Saturday is not the last day of the trip, drivers will be paid for eight (8) hours or the actual hours worked if over eight (8).
      - ii. If Saturday or Sunday is the last day of the trip, drivers will be paid only for hours actually worked.
    - c. **Mountain Trips: A separate sign up sheet will be held for drivers who are willing to drive to the mountains or over the mountains to Central Oregon.**

#### **G. Establishing Seniority**

1. All bus drivers are credited with current seniority.
2. **Drivers who wish to change to a new classification will notify the Operations Manager during the June checkout for the August bid.**
3. There will be no loss of seniority when moving between the classifications of bus drivers (school bus driver, standby driver, special program driver, **and utility driver**).

#### **H. Driver Clock Time**

Drivers who have completed their driving assignment and related duties at any point during the workday must sign off the time clock upon returning to the Transportation center. If there is less than fifteen (15) minutes before their next assignment begins it is not necessary to sign off the time clock.

#### **I. Insurance for Transportation Employees**

1. Transportation employees\* who meet the minimum number of work hours (**described below**) shall qualify for the full insurance package for the next pay period as if they were assigned six (6) hours.

- a. The minimum number of work hours to qualify is established for the month by multiplying the number of work days available times six (6). Days in which an employee is on paid leave will not count as a day available. Employees assigned to more than four (4) hours on their bar charts but less than six (6) who accrue the minimum number of work hours would qualify.
- b. Employees who qualify under the criteria above during every month of the school year from October through June shall receive insurance benefits during the summer as if they had been assigned six (6) hours on their bar charts.
- c. Employees who qualify for full insurance benefits in June but who fail to qualify for full summer benefits under the annual provision in **I.1.b** above would receive September's full insurance package.
- d. Employees covered by this provision may not switch insurance packages once one is selected for the year.

*\* To include drivers, driver trainers, fuelers, dispatchers and office clericals.*

#### **J. Mechanic-Technicians**

**All Mechanic-Technicians are required to hold an Automotive Service Excellence (ASE) Certification and are required to maintain such certificate including renewing the certificate in a timely manner. The District will reimburse through tuition reimbursement program any fees required to prepare for a test and if a fee is charged for a test, the District will cover the cost of the fee for the successful passing of the test. If the Mechanic-Technician fails to maintain the certification, the employee may be demoted or dismissed at the District's discretion.**

## ARTICLE 29

## DRUG AND ALCOHOL TESTING

### A. Safety of Students

The District and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job or for so called "recreational" purposes or otherwise, which adversely affect job performance, constitutes a serious threat to the health and safety of the public, to children being transported in District vehicles, to fellow employees, and to efficient operation of the District.

### B. Testing Guidelines

1. It is, therefore, agreed that the District may institute drug and alcohol testing under the following guidelines:
  - a. The District may require any new applicant for Education Support Professional employment to undergo a drug and alcohol test.
  - b. The District may institute a pre-announced uniform test program for all Education Support Professional employees involved in transporting District students, so long as every employee in the bus driver job classification is required to undergo the test.
  - c. The District may require drug and alcohol testing as part of any licensing application or renewal which requires a physical examination by state statute.
  - d. The District may also require any current bus driver to participate in unannounced drug and/or alcohol testing if the District has reasonable cause to believe that drug or alcohol use has or may negatively affect an employee's job performance.

### C. Association Right of Notification

If the District desires to request that a bus driver participate in an unannounced drug and/or alcohol test under Section **B.1.d** above, the Association shall have the right to notification not less than one-half (1/2) hour prior to testing, and an opportunity to be present to counsel with the employee, if the employee desires Association presence.

### D. Refusal

A refusal to comply with the District's request to take a drug and/or alcohol test under Sections **B** and **C** above shall constitute insubordination and subject the employee to disciplinary action.

### E. Testing Results

1. In the event a bus driver tests positive, the same sample will be retested a second time by the same lab using another reliable method that is specific for the substance detected. The results of the second more specific test will be controlling and be acted upon if it conflicts with the first test.
2. If an employee tests positive, the employee shall be referred for appropriate treatment and counseling. Such employee shall be suspended until **they** obtains a release to

return to work from the treating facility or physician. Upon return to work, such bus driver should be subject to a six (6) working month probationary period subject to unannounced testing following the date of return to work. If the employee violates the terms or conditions of the treatment program or tests positive during such six (6) month period, **they** shall be subject to immediate discharge.

**F. Reasonable Cause**

The District retains the right to inspect any container or locker located on its premises or in a District vehicle if it has reasonable cause to believe that such an inspection will result in the discovery of alcohol or drugs.

**G. Disciplinary Action**

1. Possession, sale, distribution, or use of drugs or alcohol on District premises, or during assigned work hours, or in a District vehicle, including parking facilities, shall constitute just cause for immediate discharge.
2. Any disciplinary action imposed by the district will be consistent with the "just cause" language contained in this contract.

**ARTICLE 30****PUBLIC EMPLOYEES RETIREMENT SYSTEM PICKUP**

The District shall not withhold from employee's monthly salaries the contributions required by O.R.S. 237.071; and shall continue to "pick-up," assume, and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue until the termination of this agreement.

The full amount of required employee contributions "picked-up" or paid by the District on behalf of the employees pursuant to this agreement shall be considered as "salary" within the meaning of O.R.S. 237.003 (8) for the purpose of computing an employee member's "final average salary" within the meaning of O.R.S. 237.003 (12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to O.R.S. 237.071. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to O.R.S. 237.001 (2) and shall be considered to be employee contributions for the purpose of O.R.S. 237.001 to O.R.S. 237.320.

## **ARTICLE 31 MISCELLANEOUS**

### **A. Captions**

The use of article, section, or paragraph headings throughout this Agreement is intended for easy reference only and shall not be construed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.

### **B. Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. All prior agreements, conditions, practices, customs, usages, and obligations are completely superseded and revoked to the extent deemed desirable by the District insofar as any such prior agreement, condition, practice, custom, policy, usage, or obligation is not contained and specifically expressed in this Agreement.

### **C. Separability of Contract Provisions**

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Upon request of either parties, the parties agree to meet at a mutually agreed upon time and negotiate over a replacement provision.

### **D. Duration**

This contract shall be in effect as of **July 1, 2018** except those provisions of the contract which have been assigned other effective dates as herein set forth and shall remain in full force and effect to and including **June 30, 2023**. Either party may notify the other party prior to the first day of January, of the year in which the contract is due to expire, its desire to amend, modify, or terminate this contract.

### **E. Compliance**

Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARION COUNTY SCHOOL DISTRICT NO. 24J

AND

ASSOCIATION OF SALEM KEIZER EDUCATION SUPPORT PROFESSIONALS

This contract is made and entered into by the Association of Salem-Keizer Education Support Professionals, hereinafter referred to as the "Association" and the School District 24J, hereinafter referred to as the "Board" or "District", **and shall be effective July 1, 2018 and shall continue in effect until June 30, 2023.** This contract incorporates the sole and complete agreement reached between the District and the Association resulting from negotiations held pursuant to the provisions of ORS 243.650 et. seq. NOW, THEREFORE, It is hereby agreed by and between the parties as follows:

*Rita Glass / President*      *Yachy B. Cross*  
For the Association      For the District

*September 25, 2018*  
Date

*9-25-2018*  
Date

*Nancy Schruppen*

Memorandum of Understanding  
Between  
Association of Salem-Keizer Education Support Professionals  
And  
Salem-Keizer School District

**Memorandum of Understanding  
October 2, 2018**

The parties to this Memorandum of Understanding are the Salem-Keizer School District ("District"), the Association of Salem-Keizer Education Support Professionals ("ASK-ESP") and the Salem-Keizer Education Association ("SKEA"). ASK-ESP and SKEA will be referred to jointly as "the Associations."

1. ~~Purpose of MOU:~~ The purpose of this MOU is to establish a uniform procedure for the parties to verify which unit members are members of ASK-ESP and SKEA and which of these members have authorized membership dues to be deducted from their paychecks each month by the District's payroll department.
2. ~~District's Goal:~~ The District's goal is to verify that it is complying with its employees' written consent to deduct dues for ASK-ESP or SKEA in a timely and accurate manner. The District does not want to promote union membership or discourage union membership. The District recognizes the Associations have membership agreements with their members that are the sole responsibility of the Associations and their members.
3. ~~The Associations' Goal:~~ The Associations' goal is to provide information about its members to the District so the District may perform its payroll function in processing automatic dues deduction authorizations from the Associations' members. The Associations each have collective bargaining agreements with the District that address the District's obligation to process written authorizations for dues deductions from the District's employees.
4. ~~Requirement for Written Authorizations:~~ The District will not process dues deductions without prior written authorization from its employees.
5. ~~District's Review of Written Authorizations:~~ Both Associations will provide the District with a list of members, certified as accurate by the Oregon Education Association. In addition, the District shall review copies of individual employee written authorizations to ensure accuracy of the membership list provided by the Association. Each Association may elect whether to let the District retain the written authorizations or have the written authorizations returned to the Associations. If either Association wishes to have the written authorization forms remain in the Association's physical possession while the District checks the written authorization forms for accuracy as provided in this MOU, the Association will make arrangement with the District to provide the District with access to the written authorization forms at a mutually convenient time and date in the District's administration office.
6. ~~Date of Form:~~ The District will accept any duly executed written authorization, whether signed prior to June 27, 2018 or after, unless and until a court with jurisdiction in Oregon rules that the District is prohibited from relying upon written authorization forms signed prior to June 27, 2018.
7. ~~Restriction of District's Use of Dues Deduction Revocation Form:~~ The District will not publicize or post any reference to dues deduction revocation form on its employee list serve or any department's web page, including that of the payroll department.
8. ~~Procedure to Use of Dues Deduction Revocation Form ("DDRF"):~~ The District will use a specific dues deduction revocation form, a copy of which is attached as Exhibit A to this MOU. The intended purpose of this form is to provide a uniform process for employees to revoke written authorization for automatic dues deductions.

- a. ~~The DDRF will not be stored in each building, only in the human resources and payroll office.~~
  - b. ~~The DDRF will only be given to those individual employees who personally request that their auto-deduction for dues be revoked. To provide notice to the correct Association of the request, the District shall record the name of the employees for who the form is specifically requested.~~
  - c. ~~The form will be provided by the payroll department to the requesting employee either in person or by email. To be effective, payroll must receive an original signature on the form.~~
  - d. ~~The District will promptly notify the correct Association that a revocation form has been requested and by whom, and shall promptly send a copy of the executed form to the correct Association. Generally, this notice shall be provided as soon as possible, but no later than one business day after the request is made and on business day after the executed form is received. However, any failure by the District to provide notification within one business day shall not be deemed a violation of the agreement unless the delay is clearly unreasonable under the circumstances.~~
9. ~~Cutoff for Changes in Automatic Deductions: The District will continue its payroll practice of using the 10<sup>th</sup> day of each month to make changes in automatic deductions that are effective in that same month's payroll check. As an example, if an employee provides written revocation of dues deduction prior to November 10<sup>th</sup>, the check issued at the end of November will not have dues deducted for that check. However, if the written revocation is received by the District after November 10<sup>th</sup>, then the revocation will not be effective until the December paycheck.~~
10. ~~Status of SKEA/District Collective Bargaining Agreement: SKEA and the District agree that the parties do not need to bargain Article V. Article I.C is null and void.~~
11. ~~Status of ASK-ESP/District Collective Bargaining Agreement: ASK-ESP and the District agree that this MOU addresses how dues deductions will be processed under the current language in Articles 3 and 5 of their collective bargaining agreement. Article 27 is null and void.~~
12. ~~Severability: In the event any provision of this MOU is contrary to law either by statute or court decision, the remainder of the MOU will remain in full effect and the provision contrary to law will be deemed invalid. The parties agree that either may request to bargain the invalid provision under the expedited bargaining process in ORS 243.698.~~

Dated this 9<sup>th</sup> day of October 2018

John Beight  
DISTRICT

Mindy Merritt  
SKEA

Rita Glass  
ASK-ESP

SCHOOL DISTRICT 24J, MARION COUNTY, OREGON  
 HOURLY SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
 2018-2019 FISCAL YEAR  
 EFFECTIVE JULY 1, 2018

2.25% COLA

<b>RANGE NUMBER</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
9	13.38	13.97	14.72	15.47	16.21	17.08
10	13.97	14.72	15.47	16.21	17.08	17.94
11	14.72	15.47	16.21	17.08	17.94	18.83
12	15.47	16.21	17.08	17.94	18.83	19.84
13	16.21	17.08	17.94	18.83	19.84	20.74
14	17.08	17.94	18.83	19.84	20.74	21.81
15	17.94	18.83	19.84	20.74	21.81	22.89
16	18.83	19.84	20.74	21.81	22.89	24.08
17	19.84	20.74	21.81	22.89	24.08	25.29
18	20.74	21.81	22.89	24.08	25.29	26.53
19	21.81	22.89	24.08	25.29	26.53	27.89
20	22.89	24.08	25.29	26.53	27.89	29.25
21	24.08	25.29	26.53	27.89	29.25	30.74
22	25.29	26.53	27.89	29.25	30.74	32.28
23	26.53	27.89	29.25	30.74	32.28	33.88
24	27.89	29.25	30.74	32.28	33.88	35.57
25	29.25	30.74	32.28	33.88	35.57	37.35
26	30.74	32.28	33.88	35.57	37.35	39.26
27	32.28	33.88	35.57	37.35	39.26	41.24
28	33.88	35.57	37.35	39.26	41.24	43.31
29	35.57	37.35	39.26	41.24	43.31	45.47
30	37.35	39.26	41.24	43.31	45.47	47.75

SCHOOL DISTRICT 24J, MARION COUNTY, OREGON  
 HOURLY SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
 2019-2020 FISCAL YEAR  
 EFFECTIVE JULY 1, 2019

2.25% COLA

<b>RANGE</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>
<b>NUMBER</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
9	13.68	14.29	15.05	15.82	16.58	17.47
10	14.29	15.05	15.82	16.58	17.47	18.35
11	15.05	15.82	16.58	17.47	18.35	19.26
12	15.82	16.58	17.47	18.35	19.26	20.29
13	16.58	17.47	18.35	19.26	20.29	21.21
14	17.47	18.35	19.26	20.29	21.21	22.30
15	18.35	19.26	20.29	21.21	22.30	23.41
16	19.26	20.29	21.21	22.30	23.41	24.62
17	20.29	21.21	22.30	23.41	24.62	25.86
18	21.21	22.30	23.41	24.62	25.86	27.12
19	22.30	23.41	24.62	25.86	27.12	28.51
20	23.41	24.62	25.86	27.12	28.51	29.91
21	24.62	25.86	27.12	28.51	29.91	31.43
22	25.86	27.12	28.51	29.91	31.43	33.01
23	27.12	28.51	29.91	31.43	33.01	34.64
24	28.51	29.91	31.43	33.01	34.64	36.37
25	29.91	31.43	33.01	34.64	36.37	38.19
26	31.43	33.01	34.64	36.37	38.19	40.15
27	33.01	34.64	36.37	38.19	40.15	42.17
28	34.64	36.37	38.19	40.15	42.17	44.28
29	36.37	38.19	40.15	42.17	44.28	46.50
30	38.19	40.15	42.17	44.28	46.50	48.82

SCHOOL DISTRICT 24J, MARION COUNTY, OREGON  
 HOURLY SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
 2020-2021 FISCAL YEAR  
 EFFECTIVE JULY 1, 2020

2.50% COLA

<b>RANGE</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>
<b>NUMBER</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
9	14.02	14.64	15.43	16.21	16.99	17.90
10	14.64	15.43	16.21	16.99	17.90	18.81
11	15.43	16.21	16.99	17.90	18.81	19.74
12	16.21	16.99	17.90	18.81	19.74	20.80
13	16.99	17.90	18.81	19.74	20.80	21.74
14	17.90	18.81	19.74	20.80	21.74	22.86
15	18.81	19.74	20.80	21.74	22.86	23.99
16	19.74	20.80	21.74	22.86	23.99	25.24
17	20.80	21.74	22.86	23.99	25.24	26.50
18	21.74	22.86	23.99	25.24	26.50	27.80
19	22.86	23.99	25.24	26.50	27.80	29.23
20	23.99	25.24	26.50	27.80	29.23	30.66
21	25.24	26.50	27.80	29.23	30.66	32.22
22	26.50	27.80	29.23	30.66	32.22	33.83
23	27.80	29.23	30.66	32.22	33.83	35.50
24	29.23	30.66	32.22	33.83	35.50	37.28
25	30.66	32.22	33.83	35.50	37.28	39.14
26	32.22	33.83	35.50	37.28	39.14	41.15
27	33.83	35.50	37.28	39.14	41.15	43.22
28	35.50	37.28	39.14	41.15	43.22	45.39
29	37.28	39.14	41.15	43.22	45.39	47.66
30	39.14	41.15	43.22	45.39	47.66	50.05

**SCHOOL DISTRICT 24J, MARION COUNTY, OREGON**  
**ANNUAL SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES**  
**2021-2022 FISCAL YEAR**  
**EFFECTIVE JULY 1, 2021**

**Grade 9 -16 3.50% COLA**  
**Grade 17-30 3.00% COLA**

<b>RANGE</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>
<b>NUMBER</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
9	14.51	15.16	15.97	16.78	17.59	18.53
10	15.16	15.97	16.78	17.59	18.53	19.46
11	15.97	16.78	17.59	18.53	19.46	20.43
12	16.78	17.59	18.53	19.46	20.43	21.52
13	17.59	18.53	19.46	20.43	21.52	22.50
14	18.53	19.46	20.43	21.52	22.50	23.66
15	19.46	20.43	21.52	22.50	23.66	24.83
16	20.43	21.52	22.50	23.66	24.83	26.12
17	21.42	22.39	23.55	24.71	26.00	27.30
18	22.39	23.55	24.71	26.00	27.30	28.64
19	23.55	24.71	26.00	27.30	28.64	30.10
20	24.71	26.00	27.30	28.64	30.10	31.58
21	26.00	27.30	28.64	30.10	31.58	33.18
22	27.30	28.64	30.10	31.58	33.18	34.85
23	28.64	30.10	31.58	33.18	34.85	36.57
24	30.10	31.58	33.18	34.85	36.57	38.40
25	31.58	33.18	34.85	36.57	38.40	40.31
26	33.18	34.85	36.57	38.40	40.31	42.39
27	34.85	36.57	38.40	40.31	42.39	44.52
28	36.57	38.40	40.31	42.39	44.52	46.75
29	38.40	40.31	42.39	44.52	46.75	49.09
30	40.31	42.39	44.52	46.75	49.09	51.55

**SCHOOL DISTRICT 24J, MARION COUNTY, OREGON**  
**HOURLY SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES**  
**2022-2023 FISCAL YEAR**  
**EFFECTIVE JULY 1, 2022**

**3.00% COLA**

<b>RANGE</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>
<b>NUMBER</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
9	14.94	15.61	16.45	17.28	18.11	19.09
10	15.61	16.45	17.28	18.11	19.09	20.05
11	16.45	17.28	18.11	19.09	20.05	21.04
12	17.28	18.11	19.09	20.05	21.04	22.17
13	18.11	19.09	20.05	21.04	22.17	23.17
14	19.09	20.05	21.04	22.17	23.17	24.37
15	20.05	21.04	22.17	23.17	24.37	25.58
16	21.04	22.17	23.17	24.37	25.58	26.91
17	22.06	23.06	24.25	25.45	26.78	28.12
18	23.06	24.25	25.45	26.78	28.12	29.49
19	24.25	25.45	26.78	28.12	29.49	31.01
20	25.45	26.78	28.12	29.49	31.01	32.52
21	26.78	28.12	29.49	31.01	32.52	34.18
22	28.12	29.49	31.01	32.52	34.18	35.89
23	29.49	31.01	32.52	34.18	35.89	37.67
24	31.01	32.52	34.18	35.89	37.67	39.55
25	32.52	34.18	35.89	37.67	39.55	41.52
26	34.18	35.89	37.67	39.55	41.52	43.66
27	35.89	37.67	39.55	41.52	43.66	45.86
28	37.67	39.55	41.52	43.66	45.86	48.15
29	39.55	41.52	43.66	45.86	48.15	50.56
30	41.52	43.66	45.86	48.15	50.56	53.09

APPENDIX A continued

SCHOOL DISTRICT 24J, MARION COUNTY, OREGON  
CLASSIFIED & LICENSED SUBSTITUTE EMPLOYEES  
HOURLY SALARY RATES  
EFFECTIVE JULY 1, 2021 - JUNE 30, 2022  
3.50% Increase

**CLASSIFIED SUBSTITUTES**

13.11 Current Hourly Rate

Clerical Specialist  
Senior Secretary  
School Office Specialist  
Library Media Assistant  
Instructional Assistant  
Substitute Crossing Guard

**OTHER CLASSIFIED SUBSTITUTES**

Custodian

14.75 Current Hourly Rate

**SPECIALITY SUBSTITUTES**

15.58 Current Hourly Rate

School Bus Driver  
Special Programs Instructional Assistant  
Sign Language Specialist  
Skilled Laborer

**LICENSED SUBSTITUTES**

29.64 Current Hourly Rate

**OTHER**

Permanent Crossing Guard  
Student Workers

16.35  
12.75

<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>	<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>
Accountant	17	Grant Budget Manager	20
Accountant 2	19	Grant Coordinator	22
Accounting Clerk 1	10	Grant Resource Specialist	22
Accounting Clerk 2	12	Grants Analyst	22
Accounting Clerk 3 - Department	14	Graphic Artist Technician	12
Accounting Clerk 3 - High School	15	Graphics/Typesetting Specialist	14
Administrative Assistant 1	16	Head Maintenance Worker	23
Administrative Assistant 2	21	Head Structural Worker	25
Administrative Secretary	14	Head Utilities & Electrical Worker	25
Administrative Specialist	19	High Speed Copier Operator	11
Applications Developer II	22	Human Resources Payroll Specialist	16
Applications Developer III	27	HVAC Preventive Maintenance	18
Applications Developer IV	30	HVAC Technician	18
Apprentice HVAC Technician	14	Indian Education Cultural Resource Facilitator	16
Auditorium Manager	20	Instructional Assistant	11
Auxiliary Services Office Manager	16	Instructional Support Assistant	16
Behavior Intervention Trainer	22	Instructional Technology Support	22
Bindery Worker	11	Internal Communications Specialist	25
Bond & Construction Procurement Coordinator	18	Inventory and Warehouse Lead	18
Budget & Financial Operations Analyst	26	Inventory Control Specialist	12
Budget & Fiscal Analyst	25	Lead Computer Operations Specialist	25
Budget & Staffing Analyst	23	Lead Delivery Specialist	16
Business Partnership Coordinator	19	Lead Driver Trainer Instructor	18
Buyer 1	16	Lead Graphic Designer	16
Buyer 2	18	Lead Library Media Assistant	14
Capital Construction Program Coordinator	29	Lead Maintenance Worker	22
Career Services Specialist	19	Lead Mechanic	24
Chapter 1 Home School Liaison	18	Lead Security Specialist	16
Child Care Assistant	8	Lead Transportation Dispatcher	18
Child Care Coordinator	16	Lead Transportation Router	20
Child Care Worker	11	Library Media Assistant	12
Clerical Specialist	10	Licensed & Certified Occupational Therapy Asst	19
College & Career Center Assistant	12	LPN Education Assistant	19
College & Career Coach	16	Mailing Services Specialist 1	11
College Readiness Specialist	19	Mailing Services Specialist 2	13
Communications Coordinator	20	Maintenance Worker 1	11
Community Education Coordinator	19	Maintenance Worker 2	14
Community Engagement Specialist	23	Maintenance Worker 3	18
Community Resource Specialist	18	Maintenance Worker 4	21
Community School Outreach Coordinator	16	Master HVAC Technician	23
Computerized Routing Specialist	20	Mechanic	20
Copy Center Digital Process Specialist	13	Mechanic Technician	22
CTE High School Liaison	15	Microcomputer Support 1	18
Custodian 1	10	Microcomputer Support 2	21
Custodian 2	12	Migrant Specialist	14
Custodian 3	14	Native Language Specialist	16
Custodian 4	17	Network Communications Analyst 1	24
Custom Print Coordinator	18	Office Manager 1	15
Customer Service Representative	11	Office Manager 2	16
Customer Service Representative 2	14	Office Manager 3	18
Database Administration	30	Office Manager 4	20
Delivery Clerk	11	Oregon Prekindergarten Program Family Adv.	15
Dental Health Coordinator	19	Payroll Analyst	21
Digital and Print Graphic Specialist	16	Payroll Compliance Coordinator	21
Digital Print Submissions Assistant	13	Payroll Specialist	16
Driver Trainer	16	Phys/Occ. Therapy Assistant	15
Energy Systems Coordinator	25	Preschool Lead Worker	22
Facilities Project Assistant	12	Print & Mail Operations Coordinator	19
Facilities Project Coordinator 1	25	Print Customer Relations Coordinator	18
Facilities Project Coordinator 2	27	Print Production Coordinator	18
Food Services Specialist	16	Procurement & Contract Specialist 2	23
Graduation Coach	16	Procurement & Contract Specialist 3	25

<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>
Property Claims Analyst	20
Property Control & Facilities Specialist	11
Public Relations Specialist	25
Purchasing Coordinator	27
Purchasing Expediter	11
Purchasing Systems Analyst	20
Risk Management Facility Project Assistant	14
School Bus Driver	14
School Office Specialist	12
School Office Specialist 2 – HS	14
School Office Specialist 2 – MS	14
School Testing Specialist	12
School/Dept Technical Support Specialist	18
School-Based Health Assistant	11
Security Specialist	13
Senior Accountant	22
Senior Clerical Specialist	11
Senior Secretary	12
Shipping & Receiving Clerk	11
Sign Language Specialist & Scheduler	18
Sign Language Specialist	16
Special Program Driver	14
Special Programs Employment Specialist	15
Special Programs Instr. Assist. 2	14
Special Programs Instr. Assist. Autism	16
Special Project Facilitator	25
Speech-Language Pathology Assistant	16
Sr. Budget & Staffing Analyst	25
Stakeholder Relations & Engagement Specialist	25
Student Advocate	16
Student Behavior Resource	22
Student Data Specialist	17
Student Dispute Coordinator	23
Student Mentor	16
Substitute Placement Coordinator	16
Substitute Placement Specialist	12
Support Services & Recruitment Specialist	18
Support Services Assistant	15
Technical Testing & Evaluation Assistant	27
Testing & Records Mgmt. Technician	16
Translation Coordinator	20
Translator	16
Transportation Dispatcher	16
Transportation Router	18
Tutor/Mentor Coordinator – HSGI Grant	18
Utilities Coordinator	25
Utilities Head Worker, Supervising Electrician	25
Workers Compensation Analyst	20