

## Article 11 – Job Openings

- 11.1 When a vacancy occurs for a bargaining unit position, it will be posted on the District website for ten (10) working days and emailed to the all SOESD email group.
- 11.2 Employees in the bargaining unit desiring consideration for the vacant position shall apply. respond in writing (including FAX or email) to request an interview. An interview will be granted provided the employee meets the minimum qualifications for the position.
- 11.3 An employee who applies for a vacant position, and is not selected, may make a written request within five (5) working days, of receipt of the notification, and be given the reasons, in writing, why they were not selected. The reasons will be generated within ten (10) days of receipt of the request. ~~to meet with the appropriate supervisor.~~

### 11.4 Initial Placement on the Salary Schedule

At the time an employee is newly hired, the District HR Department and the Department Supervisor will designate the proper placement of the employee on the appropriate wage schedule on the basis of the employee's relevant experience, education, training, and years of District experience in accordance with the Oregon Pay Equity law, ODE's equity lens, and federal compliance if applicable. In order to identify and counteract biased practices that perpetuate achievement disparities and lead to disproportionate levels of success, experience such as lived experience, community engagement, bilingual skills, and being a member of the community in which they are serving should be taken into account for step placement.

- 11.5 An employee who is promoted to a higher classification will be placed on the salary schedule range of the higher classification at a step which provides a salary at least one (1) step higher than provided by the employee's prior range and step. The employee may be placed higher in accordance with the Oregon Pay Equity law as described in Article 11.4.
- 11.~~6~~4 A reclassification occurs when an existing position has significant changes to the job responsibilities. -A reclassification does not necessitate the posting of a new position. See Article 20.4 and Appendix C for the reclassification and recoding process.
- 11.~~7~~5 The District shall provide the Chapter 104 President and the OSEA Field Representative with proposed job descriptions for all newly created job titles. See Article 20.4 and Appendix C for the process for creating new classified positions.
- 11.~~8~~6 All bargaining unit employees who work in the Special Education Department may apply by letter to the program administrator by May 15 for available summer openings for the Extended School Year Program. -The program administrator will select the most qualified applicants to fill the available openings on the following basis:
- a. Ability to meet the needs of an individual student involved either by virtue of the past experience and the student, ability to furnish a new experience for the student, training or any combination of the foregoing.

- b. While seniority is not the controlling factor in selection, it will be one element to be considered and bargaining unit employees who have applied for a position but have not been offered employment will be placed on a substitute list to be called first for substituting in the Extended School Year Program. If the positions are not filled, applications will be accepted from other bargaining unit employees employed by the ESD.

Placement by the District pursuant to this paragraph is grievable to level 3, Superintendent, but shall not be arbitrable, nor subject to an unfair labor practice complaint for breach of contract.

- c. For academic year employees employed during the summer, the District will pay the employees at one and one-half (1 ½) times their regular rate of pay. This is in lieu of vacation benefits, as is their right by contract. Notwithstanding the foregoing, academic year employees employed during the summer months for training purposes, or who have no contact with students during this period, will not be compensated at the time and a half rate, nor will they receive vacation benefits but will be paid at their regular rate of pay.