

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 to meet with the appropriate supervisor. The supervisor will meet with the employee within ten (10) working days of receipt of the notification unless it is impractical to do so within such time limit because of the absence of the staff member or the immediate supervisor.

11.4 Initial Placement on the Salary Schedule

At the time an employee is newly hired, the District HR Department, in consultation with the Department Supervisor, will designate the proper step placement of the employee on the appropriate wage schedule in accordance with the Oregon Pay Equity law and the SOESD placement rubric. Appeal of original placement may be requested prior to signing the offer.

11.5 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. When employees are assigned to a higher code, per review by the code committee and the Superintendent's approval, they will be placed on the salary schedule at a step which provides a salary at least one step higher than provided by the employee's prior code and step.

11.56 The District shall provide the Chapter 104 President and the OSEA Field Representative with job descriptions for all newly created job titles proposed for code review.

~~11.76~~ 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.

Article 12 – Seniority and Layoff Tentative Agreement

2.1 Definitions

1. Seniority shall be defined as follows:

- a. Classification Seniority: The total length of service within a job classification (job description) from the first date of service in the job classification.
- b. Category Seniority: The total length of service within a job category (group of classifications)
- c. District Seniority: The total length of continuous service within the District as a classified employee.
- d. For the purpose of computing seniority, all authorized leave of twelve (12) weeks or less and any additional paid leave shall be considered as time worked within the classification held at such time the leave was taken.
- e. At the time of hire, those employees with the same hire date shall draw lots to determine their placement on the seniority list for the purpose of layoff and recall. Those employees with the same hire date hired prior to the execution of this Agreement shall also draw lots to determine their placement on the seniority list for the purpose of layoff and recall. A copy of the placement determination shall be placed in the employee's personnel file.
- f. Employees who are laid off as a result of reduction in positions, and who are subsequently reinstated to the same position, shall retain their full seniority except for the period of layoff. Such employees shall be placed at the same step on the salary schedule as when they were laid off.

2. Total Compensation: Total annual salary plus insurance contribution.

3. Classification: A job description (e.g. Administrative Assistant I, Administrative Assistant II)

4. Category: A family of job descriptions (e.g. Administrative)

5. Region: Klamath/Lake County, Jackson/Josephine County, or Douglas County

6. Classifications and Category are outlined in Appendix A. New positions are placed in a category through the code level process.

12.2 Reduction in Force

1. As soon as the District determines it has become necessary to conduct a layoff, the District shall notify the ~~Association~~ Chapter President and OSEA Field Representative in writing thirty (30) days prior to the effective date of layoff. Reductions are made first by classification in the region. The employee with the least amount of CLASSIFICATION SENIORITY is scheduled for layoff.

2. The employee scheduled for layoff shall use CATEGORY SENIORITY to bump the employee in the classification (same or lower pay range) with the closest total compensation in the same category and region who has the least CLASSIFICATION seniority.
3. If the employee cannot bump using CATEGORY SENIORITY, then they shall bump using DISTRICT SENIORITY to bump the least senior (by classification seniority) employee in a classification the employee previously held in the region with the closest total compensation to what the employee currently holds.
4. An employee cannot improve their hours or total compensation through layoff/bumping.
5. Except in case of emergency, an employee subject to layoff shall be furnished written notice of impending layoff thirty (30) calendar days prior to the date of such layoff.
6. In order to bump, the District must determine that the employee meets the qualifications/special skills of the job in which they would be placed. The District shall be the sole judge of an employee's qualifications.
7. An employee may not choose layoff in lieu of new placement in region as a result of bumping.

12.3 Recall

1. When work forces again increase, employees shall be recalled in the inverse order in which they were laid off by region based upon classification seniority into the job classification held at the time the layoff process was initiated. In order to be recalled, the ESD must determine that the employee meets the qualifications/special skills of the job in which they would be placed. The District shall be the sole judge of an employee's qualifications. If two (2) employees have the same recall eligibility, the decision to recall will be based on documented performance.
2. Recalls are conducted by region. At the time of layoff an employee may request to be recalled to other regions. If they do, then they will be eligible for all regions, but will not be able to refuse a recall to a different region and remain on the recall list.
3. Notice of recall shall be by written notice, via certified return receipt mail to the most recent address on file with the District.
4. Employees who fail to respond as outlined in "a" or "b" below shall be considered to have waived their right to recall. The right to recall will terminate at the end of twenty-seven (27) months following the date of layoff.
 - a. Resign. In such event a written resignation shall be sent to the Superintendent's office.
 - b. Fail to accept a recall within ten (10) working days of the date the notice of recall was mailed.
5. Should the twenty-seven (27) months expire without recall, bargaining unit members will be deemed to have resigned in good standing.

6. The District's recall list shall be reviewed at Labor-Management Meetings to verify those employees who have been recalled or removed from the list for any reason.

12.4 Rehire

An employee who has resigned and is rehired within one (1) year, within the same job classification, shall be placed at the same step on the salary schedule as when they resigned on the corresponding job code listing pertaining to that particular job classification. If the employee is rehired in a different job classification, the code and step level shall be the same as with new employees as to previous experience and additional steps allowed for experience within the ESD. The rehired employee will earn vacation and seniority as a new employee. Academic year employees who return after missing one (1) school year shall be covered by this article.

Article 13 – Discipline and Discharge [Tentative Agreement](#)

- 13.1 The Superintendent may dismiss, suspend without pay, reprimand, or otherwise discipline a classified employee for good cause. An employee may be suspended with pay for the period of time required to investigate and hold a hearing. In the event of flagrant misconduct of an employee which adversely affects the interest of the ESD, action by the Superintendent may be immediate.
- 13.2 For cases not involving employee misconduct or not involving gross or deliberate failure to carry out one's duty, a conference will be conducted with the employee by the immediate supervisor, and upon the employee's request a representative, methods of improvement will be suggested with time limits, and a written record placed in the employee's personnel file signed by both employee and supervisor, with a copy to the employee. If progress has not been made toward improvement(s) as provided above, within the time limitations set forth, the supervisor may, in writing recommend to the Superintendent that the employee be disciplined. The Superintendent may discipline the employee based on recommendations.
- 13.3 Any employee affected by this Article will be afforded procedural due process. The employee has the right to appeal the dismissal to a hearing by the District Board and to be accompanied by [counselan association representative](#). The decision of the District Board is final and binding.

Article 20 - Bargaining for Job Description Placement

- 20.1 The District will notify the Chapter President of all job descriptions being considered for placement or change of placement on the Code Level. The Association will notify the District of job descriptions that need to be re-evaluated for placement on the code level. ~~Upon invitation from each Joint Code Level Committee,~~ The OSEA Field Representative may attend a code review committee meeting as an observer.
- 20.2 The Joint Code Level Committee will be maintained to review changes in current job descriptions and their placement on the Code Level. The committee will also consider job descriptions and their placement on the Code Level of all new jobs. The committee shall be composed of six (6) members, with three (3) members appointed by the local chapter and three (3) appointed by the District.

Article 21 – Safety

- 21.1 The District Safety Committee shall include two (2) bargaining unit members, appointed by the Association. The Safety Committee shall review risks or instances of physical harm. The Association President shall be notified prior to Safety Committee meetings of dates and times of all Safety Committee Meetings.
- 21.2 The District shall maintain a safe work environment, shall take corrective action to ensure the safety of all employees, and comply with all provisions of OR-OSHA and the Safety Committee's function in accordance with OR-OSHA Administrative Rules.
- 21.3 The District will provide required training for employees working in a hazardous work environment and pay any associated costs including travel, lodging, per diem, and overtime in accordance with state or federal law.
- 21.4 In the event an employee believes their work assignment (or a portion thereof) puts themselves or a student they directly work with at risk of physical harm, the employee shall immediately inform their supervisor in writing. The supervisor shall acknowledge the employee's written notification as soon as reasonably practical and schedule a time to discuss the employee's concerns. The supervisor shall evaluate the risk of harm posed to the employee and work collaboratively with the employee to mitigate the perceived risk to the employee or student.
- 21.5 In the event a bargaining unit employee suffers a physical injury due to assaultive or injurious physical contact by a student, the employee shall take whatever immediate remedial measures to mitigate the potential for further injury by the student. -
- 21.5.1 When feasible, the injured employee will not have further contact with the student during the day of the injury. However, under no circumstances will the employee leave the student unsupervised until the student has appropriate adult support and supervision from another adult staff person.
- 21.5.2 If the employee requires medical attention for the injury, this is the next first step following the assault.
- 21.5.3 The next step is for the injured employee to notify their supervisor of the injury as soon as possible. ~~The goal is for the injured employee and supervisor to discuss the incident immediately following the injury and to arrive at a solution to minimize the risk of future harm to the employee by the student.~~ As soon as possible the injured employee shall notify their supervisor about the injury. The supervisor shall immediately or as soon as practicable after the notification, conduct a review of the circumstances causing the injury. In consultation with the injured employee, the supervisor will debrief the event and problem-solve with the employee to mitigate the risk of physical injury upon the employee's return to work.
- 21.5.43 If the physically assaultive conduct of the student persists and the employee suffers a second injury from the same student, the employee, the supervisor and an Association representative shall meet and discuss possible solutions to lessen the risk of injury to the employee. If it is possible, as determined by the supervisor, the employee will not continue

to work with the student causing the injury until additional supports and mitigation measures are considered and implemented. The goal is to create a reasonable plan to mitigate the risk of future harm to the employee.

21.5.54 The District and the Association recognize that it is impossible to reduce the risk of injury to zero and that certain District programs involve working with students who engage in injurious behavior.

~~21.6 — An employee's disregard for safe work habits and practices shall be cause for discipline.~~

21.76 The District will provide all employees with PPE (Personal Protective Equipment) per the district's CDP (Communicable Disease Plan).

21.7 Any employee who works directly with students may request to be provided with bi-annual CPR and First Aid Training.

21.8 For public facing events organized by employees as part of their work duties that support district programs or systemically oppressed communities, where there is a credible threat of disruption or harm by an opposing individual or opposing group, the District will work with the organizing employees on a safety plan that fit the circumstance of the event.