

*Clackamas Education  
Service District*

2014-2016  
Collective Bargaining  
Agreement

Between  
Clackamas ESD Board of Directors  
and  
Clackamas ESD Employees Association



*Dedicated to Excellence through  
Leadership and Service*

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## **ARTICLE 1 – PREAMBLE**

### **A. Names of the Parties**

This agreement is entered into between the Board of Directors on behalf of the Clackamas Education Service District, herein referred to as the "ESD," "Board" or "District" and the Clackamas Education Service District Employees Association, herein referred to as the "Association," affiliated with OEA/OACE/NEA.

### **B. Intent**

The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for personnel included in the bargaining unit. The purpose of this agreement is to promote a harmonious relationship among the parties and to provide a fair and equitable resolution to differences.

### **C. Modification**

This agreement shall not be modified except by written agreement between the Association and the District.

### **D. Contract Status**

This agreement shall modify, replace or add to any precedent, policies, rules, regulations, procedures, or practices of the District which shall be in direct conflict or violation of its terms.

## ARTICLE 2 - RECOGNITION

### A. Representation

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the classified employees in the bargaining unit except for supervisory and confidential personnel, student employees, substitutes, and short-term temporary employees.

### B. Definitions

#### 1. Seniority

The Board and the Association agree to the following definitions of seniority:

- a. District Seniority: District seniority shall be determined as the length of continuous service from the first day of work in a bargaining unit job.
- b. Classification Seniority: Classification seniority shall be determined as the length of continuous service from the first day of work in a bargaining unit job classification.

#### 2. Classification

Employee classifications are identified by numerical designations found in Appendix B. For example, all positions found in employee classifications 1, 4, and 6 comprise three separate classifications as utilized in this agreement.

#### 3. Substitute and Short-term Temporary Employees

The Board and the Association agree to the following definition of additional employees who are not part of the bargaining unit:

- a. Substitute: An employee filling a position on a day-by-day basis for up to 15 work days.
- b. Short-term temporary: Any employee hired by the District to perform a specific function or discrete job for less than 60 continuous work days. A short-term temporary position may be extended up to an additional 30 consecutive work days as long as active recruitment for a probationary position is in process.

4. Probationary Period

Each employee who works at least 18 hours per week shall serve a probationary period of six months beginning with the employee's first day of work as a bargaining unit member. Employees who work less than 18 hours per week shall serve a probationary period of 432 work hours. Instructional employees shall serve a probationary period running through the end of the school year so long as that period is not less than six months or 432 work hours for part-time employees.

5. Employment Status

The Board and the Association agree to the following definitions of employees who are included in the bargaining unit:

- a. Full-time employee: Any bargaining unit member employed to work at least 37.5 hours per week.
- b. Part-time employee: Any bargaining unit member employed to work less than 37.5 hours per week.
- c. Instructional employee: Any employee whose classification is listed in Employee Group A in Appendix B.
- d. Temporary instructional employees: Certain instructional employees herein referred to as "temporary instructional employees," while part of the bargaining unit, shall serve only for the school year within which they are hired and shall not have further rights to employment. Specifically, contract Article 10 - Reduction in Force and Article 11.I - Working Conditions shall not apply to temporary instructional employees. However, should a temporary instructional employee continue with a position the following year without a break in service other than normal recess periods, his/her seniority shall be counted from the first day of employment. The time as a temporary instructional employee shall also count for probation and salary purposes.
- e. Long-term temporary employees: Any classified employee hired by the District for more than 60 continuous work days and less than one fiscal year for a specific purpose. These employees, while part of the bargaining unit, shall serve only for the period of time agreed upon and shall not have further rights to employment. Specifically, contract Article 10 - Reduction in Force, Article 11.I - Working Conditions, and Article 16.B - Vacation shall not apply to long-term temporary employees. However, should a long-term temporary employee continue employment with the District without a break in service other than normal recess periods, his/her seniority shall be counted from the

first day of employment. The time as a long-term temporary employee shall also count for probation, salary purposes, and vacation and sick leave accrual.

- f. Grant or contract funded temporary employee: Any classified employee hired by the District to work in a new position funded by a grant or contract for more than 60 continuous days but less than or equal to twelve (12) months. These employees, while part of the bargaining unit, shall serve only for the period of time agreed upon and shall not have further rights to employment. Specifically, contract Article 10 - Reduction in Force and Article 11.I - Working Conditions shall not apply to grant or contract funded temporary employees. However, should the grant or contract funded position continue beyond twelve (12) months, the employee shall remain in the position. His/her seniority shall be counted from the first day of employment and the time as a temporary employee shall count for probation and salary purposes.

C. Limitations

In accordance with Article 3.B.5., short-term temporary employees, temporary instructional employees and substitute employees shall not be used to permanently replace a bargaining unit position.

## ARTICLE 3 - MANAGEMENT RIGHTS

### A. Powers

The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws of the Constitution of the State of Oregon and of the United States.

### B. Rights

The Association and the District recognize the right of the District to manage, direct and control District business in all particulars, except as such rights are expressly and specifically modified by the terms of this Agreement. Such rights shall include, but are not limited to:

1. The executive management and administrative control of the District and its properties and facilities, and the activities of its employees.
2. Hiring of all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
3. Determination of schedules, hours of employment, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.
4. The District shall notify the Association, prior to any Board action, if at any time they are considering contracting out work that will eliminate a current bargaining unit position. After such notification, the District will enter into discussions with the Association to provide the opportunity to suggest alternatives to subcontracting. If, after discussions have been completed, the District still decides to contract out bargaining unit positions, the District will enter into immediate negotiations over the impact of such decision.
5. In certain situations, the Board may engage in short-term subcontracting in order to carry out District functions. Such subcontracting is not intended to replace bargaining unit positions as established in Appendix B.



## ARTICLE 4 - ASSOCIATION RIGHTS

### A. Facilities

District buildings may be used for Association meetings at reasonable times provided there is no conflict in scheduling such use and provided the Association reimburses the District for reasonable costs incurred.

### B. Equipment

The Association shall have the right to use District facilities and equipment, including computers, copy machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association will pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. The District will print materials for the Association at the rate established for other non-profit organizations as long as print shop time is available.

### C. Bulletin Boards

The Association shall have the right to post notices of activities on the Association bulletin board provided by the Association in the staff room at Sunnybrook. All posted items will bear the signature of the authorizing Association member. The Association shall be responsible for maintaining the bulletin board in a neat and orderly condition. The District shall forward any official communication for the Association to the Association President.

### D. Use of the Computer System/Internet/Intranet

The Association may use the District's computer and its internet/intranet connections for Association and District communications subject to the law, the rules and regulations of the Government Standards and Practices Commission, and Board Policy and Procedures.

### E. Minutes

A copy of the agenda and minutes for any regularly scheduled board meeting shall be given the Association on the regular distribution schedule.

### F. Training

The Association shall have the opportunity to make recommendations to the District in planning training programs.

G. Meetings

Whenever the District schedules negotiations, grievance proceedings or other meetings during working hours, any representative of the Association or any employee who is required to participate or is called as a witness by either party shall suffer no loss of pay.

H. Courier Service

The Association has a right to use the District courier service for distribution of communications to members of its bargaining unit. The Association agrees to hold the District harmless from any liability for having permitted this use of the District courier service.

I. Association President Release Time

The District agrees to release the Association president or his/her designee from his/her contractual duties for a total of one day (7.5 hours) per contract year.

1. The Association president or his/her designee shall use this release time for work on matters of contract maintenance.
2. The Association and/or president or his/her designee agree not to misuse this release time.
3. All requests for such release time shall be made by the Association president to the superintendent or his/her designee. If substitutes are necessary for such absences, the Association will pay the cost of the substitutes at the rate established by the District for the current year. The District's current procedures for hiring substitutes will be followed. Where a substitute is required, such leave shall be taken in half or full-day blocks.
4. The Association president or his/her designee shall be released from his/her work responsibilities without loss of pay or charge to the Association whenever the District schedules or agrees to schedule local meetings regarding contract maintenance within the Association representative's day.

J. Suspension of Rights

In the event that the Association should notify the District of an affirmative strike vote, the rights provided in this article, exclusive of section F, shall be suspended. Section F shall be suspended should a strike by the Association members occur.

## **ARTICLE 5 - EMPLOYEE RIGHTS**

### **A. Personnel Files**

1. The District shall provide reasonable opportunity for employees to inspect their personnel file at the district administration building.
2. At the request of the employee, the District shall furnish a certified copy of such records.
3. The District shall keep a terminated employee's personnel records for not less than 60 days. At the request of the employee, the District shall furnish a certified copy of such records within the 60-day period.
4. The District may make only such charge for copies as is reasonably calculated to recover the actual cost of providing the service.
5. The employee shall have the right to make a written statement relating to any evaluation, reprimand, charge, action, or any matter placed in the personnel file.
6. The personnel file shall be open for inspection by the employee, but shall be open only to such other persons as are officially designated by the District or by the employee.
7. Employees will receive a copy of all materials pertaining to disciplinary action, complaints and their evaluation that are entered in their personnel file.
8. The employee has the right to request that the superintendent remove any material from the personnel file after three years except for materials that, as specified by the state archivist, must remain in the personnel files.
9. There shall be only one official personnel file.

### **B. Protection Under the Law**

Unless specifically stated, nothing in this agreement shall be construed to deny classified employees their constitutional or statutory rights under the laws of Oregon and the United States.

### **C. Personal Life**

Personal life of a member of the bargaining unit is not an appropriate concern of the Board except where it affects the employee's fitness for or performance of his/her duties or is detrimental to the District's fulfillment of its mission.

D. Complaint Procedure

1. Complaints regarding the performance of a classified employee made to an administrator, supervisor or board member shall require a conference between the administrator(s) or supervisor(s) and the employee within five (5) employee working days after the complaint is made, unless one or both parties are unavailable, in each of the following circumstances:
  - a. If, in the judgment of the administrator or supervisor, such a complaint is sufficiently relevant to the employee's performance to justify such a conference; or
  - b. if the administrator or supervisor intends to use the complaint as a basis of a written statement to or about the employee, including a written reprimand or evaluation comment; or
  - c. if the administrator or supervisor intends to place a record of the complaint in the employee's personnel file; or
  - d. if the employee against whom the complaint is made desires to have such a conference.
2. If the specifics of the complaint are in question, a meeting will be arranged between the employee and the complainant if the employee requests such a meeting and if the complainant is agreeable to such a meeting. A member of the administration and the employee's representative may attend this meeting.
3. When the District determines that the complaint has merit (i.e., could lead to discipline in the future), it may be entered in the employee's personnel file. When the District determines the complaint does not have merit, it shall be dismissed and no record shall be made in the employee's personnel file.
4. Complaints which are not discussed with the employee shall not be considered in the evaluation process, nor shall they be placed in the personnel file or result in any disciplinary action.
5. Nothing in this section shall impair the District's legal obligations to report alleged violations of the statute and/or state regulations (e.g. child abuse) to the proper authority.

E. Representation

1. Employees may elect to have representation by the Association or others in the following situations:
  - a. During the grievance procedure.

- b. At due process hearings.
- c. When placed on a plan of assistance.
- d. During all conferences associated with the complaint procedure in Section D above.

It is the duty of the District and Association to protect the confidentiality of students and parents in such conferences.

2. Association Notice

- a. If the District reasonably believes the results of an investigatory meeting may lead to document(s) being placed in the employee's District personnel file, the Association will receive prior written notice of the investigatory meeting. Except in the case of emergencies, notice will be given at least one working day, at least 24 hours, in advance of the meeting.
- b. The Association will receive written notice prior to a meeting at which an employee may be placed on a plan of assistance.
- c. If an employee is required to sign a document that will be placed in the supervisor's working file or employee's District personnel file, the employee will be given 24 hours before being required to sign the document. The employee's signature will only indicate that the document has been received and reviewed by the employee.

F. Verbal Reprimands of Employees

Any verbal reprimand of a classified employee by a supervisor/administrator shall be made in confidence.

## **ARTICLE 6 - HEALTH AND SAFETY**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Any unsafe or hazardous condition will be reported to the immediate supervisor.

## **ARTICLE 7 - JUST CAUSE**

No employee in the bargaining unit beyond the probationary period shall be disciplined, suspended, terminated, reprimanded in writing, or reduced in rank or compensation for disciplinary reasons without just cause.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### A. Definition

A "grievance" is a complaint by a unit member of the Association that a provision of the collective bargaining agreement between the parties has been violated, misinterpreted or inequitably applied. Days in this article mean calendar days.

### B. Grievance Procedure

#### 1. Level One - Informal Conferences

- a. In the event an employee or employees believe that he/she/they have a grievance, they shall discuss the matter with either their supervisor or director within 15 days of the occurrence of the event, or within 15 days of when they could reasonably have known that such an event occurred, with the objective of resolving the matter informally.
- b. If the grievant(s) intends to bring a representative to the Level One informal grievance conference, the grievant(s) shall schedule the grievance meeting with the supervisor/ coordinator/ director at least 24 hours in advance and state that a representative will be attending. The supervisor/ coordinator/ director may, in that case, have another administrator or supervisor in attendance.
- c. If not satisfied with the supervisor's or director's response within seven days of receiving the response, the grievant may file a written grievance, naming the contractual provisions alleged to have been violated with the director or supervisor. The director or supervisor shall respond in writing within seven days.

#### 2. Level Two - Superintendent

- a. If the aggrieved person(s) is not satisfied with the disposition of the grievance at Level One, within seven days the grievance may be submitted to the superintendent. The superintendent, or his designee, shall file a written decision within seven days after the close of the conference.
- b. If the parties mutually agree that the grievance will go directly to the Board of Directors, a hearing shall be scheduled with the Board within 45 days of the agreement to bypass Level Two.



3. Level Three - Board

If the aggrieved person(s) is not satisfied with the disposition of the grievance at Level Two, he/she/they may, within seven days after receipt of the written decision by the superintendent, request in writing a grievance hearing before the Board. Such hearing will be scheduled within 45 days of the request.

4. Level Four - Binding Arbitration

- a. Within 21 days after receiving the Board's decision, the Association shall notify the superintendent that the grievance is being submitted to binding arbitration. Within 14 days after such notice, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from the arbitrator to serve. If a mutually acceptable arbitrator is not secured, the parties will request a list of five (5) arbitrators, who reside in Oregon or Washington and are AAA certified, from the State Employment Relations Board, Conciliation Service Division and, upon receipt of the same, alternately strike names until one (1) remains, and submit the matter to arbitration. The arbitration shall be conducted in accordance with voluntary rules of the American Arbitration Association (AAA). The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly, and shall issue a decision not later than 30 days from the date of the closing of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted.
- b. No issue shall be arbitrated or subject to arbitration unless such issue results from an action 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 prior to execution date or after the expiration date of this agreement. Grievances initiated in a timely manner under the terms of a prior agreement shall be continued in accordance with the terms of that agreement and any grievance initiated in a timely manner prior to the expiration of this agreement will be continued in accordance with the terms hereof.
- c. Cost of services of the arbitrator, including per diem expenses, travel and subsistence expenses and the cost of the hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

- d. The decision of the arbitrator shall be final and binding upon the parties; however, the arbitrator shall not have the authority to alter the terms of this agreement or to rule in a manner that is contrary to state or federal law.

C. Non-Reprisal

Neither the Association nor the District shall take any reprisal against any person or agency as a result of the exercise of his/her or its rights under this article.

If a claim of reprisal should be raised, it shall be the employee's obligation to show that such claimed reprisal is the direct result of the employee's exercise of his or her rights hereunder and not the result of other considerations.

D. Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure above the informal level by himself/herself or at his/her option by a representative. The Association shall have the right to be present at all stages of the grievance procedure above the informal level.

E. Association Grievance

The Association, as exclusive bargaining agent, shall have the right to file and process grievances for any unit member(s) and may process such grievances through all levels of the grievance procedure.

F. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

G. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, heretofore referred to in this article.

H. Termination

Grievances regarding termination of a unit member shall commence at the Board level.

## **ARTICLE 9 - NON-DISCRIMINATION**

The Board and Association shall not discriminate against any employee on the basis of race, religion, sex, sexual orientation, national origin, disability, marital status, age, membership in the Association, or participation in Association activities, in violation of any state or federal laws.

## ARTICLE 10 - REDUCTION IN FORCE

### A. Layoff Definitions

1. A layoff is defined as a full or partial reduction in employment.
2. A partial reduction is a decrease in hours that causes an employee to be placed in a lower hours/week category than currently assigned, as described below:

#### Hours/Week Categories:

- 37.5 Hours
- <37.5 – 35.0 Hours
- <35.0 – 30.0 Hours
- <30.0 – 22.5 Hours
- <22.5 – 18.0 Hours
- <18.0 Hours

### B. Notice

#### 1. Partial Reduction

When the District determines that it is necessary to decrease an employee's hours as defined in Article 10.A.2, the District will notify the Association as soon as the need for such a reduction is evident. The notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and reasons for proposed action.

#### 2. Full Layoff

When the District determines that it is necessary to lay off an employee, it will notify the Association as soon as the need for such a reduction is evident. The notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and reasons for proposed action. Following such written notice, but prior to Board action, the District shall schedule meetings with the Association to discuss and consider alternative actions (such as reassignment within the affected job classification, transfer to another job classification, or retraining). If, following the meeting, the District still determines retrenchment is necessary through Board action, the District shall schedule a meeting with the Association to discuss implementation procedures and to negotiate over any mandatory impact of the reduction in force on the remaining employees' workload.

C. Layoff Process

1. In the event it becomes necessary to lay off employees for any reason, the District will accomplish the layoff in the following order:
  - a. Terminate temporary employees within the affected job classification.
  - b. Lay off employees within the affected job classification who are on a plan of assistance.
  - c. Lay off probationary employees within the affected job classification.
  - d. Lay off remaining employees within the affected job classification in the reverse order of their classification seniority.
  - e. Ties shall be broken by lot.
  - f. When two or more employees are transferred to a new classification and their first paid day in the new classification falls on the same date, the employees' respective district seniority dates will be used to break the new classification seniority date tie. The person with the greatest district seniority date will be the most senior.
2. When an employee is to be laid off within any classification, he/she shall be given 30 calendar days' notice.
3. A laid-off employee may bump as follows:
  - a. If the employee is the least senior in the hours/week category, he/she may bump into the next lower hours/week category and so forth following the sequence in C.1.
  - b. When an employee has held a position in a different classification, the employee may bump to the previous classification if he/she meets the qualifications in the current position description and has greater district seniority than other employees currently in the previously held classification. In that case, the least senior employee in the previous classification shall be laid off.
  - c. An employee who intends to use the bumping process must provide written notification to the Director of Human Resource Services within seven calendar days of notification of layoff.
4. The district may exclude from layoff up to one employee per contract year through administrative exemption.

E. Component District Pulling Services

1. If a component district(s) has communicated to the ESD that it will no longer buy/opt for certain services from the ESD, and if the result of that action is that a member of this bargaining unit is to be laid off as defined by Article 10, the Human Resources office will meet with the Association president and the member(s) identified as being reduced. At the meeting, information will be shared as to options for the impacted member(s), including vacancies in positions at the ESD or known vacancies in Clackamas County K-12 districts, intra-ESD transfer or bumping, or other possibilities.

D. Recall Process

1. Recall shall be in reverse order of layoff within an affected job classification, provided the employee is qualified to perform the assignment to which he/she is being recalled.
2. No new employees shall be hired until all employees on layoff within the classification have been recalled.
3. If an employee on recall refuses a job within the same or higher hours/week category in his/her classification, he/she waives all right to recall.
4. Laid-off employees on the recall list may request a transfer or promotion to a vacant position as provided in Article 11.I.4.
5. Laid-off employees shall remain on the recall list no more than 27 months or until recalled, whichever comes first.
6. An employee returning from layoff shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of the layoff, except as stipulated in Article 21.D.1.b. An employee who worked half or more of his/her contract year in the position he/she was laid off from shall be advanced to the next step on the salary schedule. An employee who worked less than half of the contract year shall be placed on the same step he/she was on when the layoff occurred.

E. Seniority

Seniority shall not be interrupted by a layoff provided the employee returns to work within seven calendar days of notification to return to work. Notification shall be by certified mail.

## ARTICLE 11 - EMPLOYEE WORKING CONDITIONS

### A. Work Year

1. The work year may vary among certain classifications of employees, but no employee covered by this Agreement will have his/her work year reduced below the number of days indicated in Appendix B unless the reduction in force provision is followed. Any employee who works less than 12 months shall develop a calendar for the specified number of days, to include actual work days and holidays.
2. Instructional employees employed prior to July 4 who work a continued schedule or summer program shall be provided with extra sick leave according to ORS 332.507, and the Fourth of July holiday if they are in compensable status more than half the work days in July. These summer employees shall not be granted any additional personal business, emergency, family illness or bereavement leave above that provided all members of the unit under Article 12 - Paid Leaves of Absence. Instructional employees, regardless of whether they work in a summer program or not, earn no vacation leave.

### B. Work Week

No employee will be required by a District manager to work outside of his/her usual and customary work week/hours without mutual agreement, except in the case of an emergency. The work week for the District shall begin at midnight as Monday begins and shall end seven days later at midnight as Sunday ends.

### C. Work Day

The work day for employees covered by this Agreement shall be no less than the minimum number of hours listed in Appendix B, exclusive of a duty-free lunch period.

### D. Breaks

Each employee, who works at least 6 hours per day, shall have a non-paid duty-free lunch period of at least 30 minutes per day, to be scheduled by the supervisor. Each employee will be allowed a non-paid meal period for each four hours worked beyond his/her regular quitting time. Full-time employees' work schedule shall provide for a 15 minute break during each one-half work shift. The break shall be taken whenever possible at the middle of such one-half work shift. The employer shall be able to vary the scheduling of such period when the demands of work require such variance.

Employees who work without interruption beyond their regular shifts shall be granted a 15 minute rest period for each additional two hours of such work unless at the end of such two-hour period his/her work is completed. Part-time employees shall be granted a 15 minute break during each 3.75 hour work period.

E. Overtime

1. Overtime work shall be voluntary, except in case of emergency, and shall be performed only upon direction by a District manager. Overtime rate shall be one and one-half (1.5) times the employee's regular hourly rate and shall be paid for all hours worked in excess of 40 hours per week.
2. Work in excess of 37.5 hours in a week shall be by mutual agreement between the employee and the supervisor except for positions designated as 40 hours per week.
3. Compensatory time may be granted in lieu of overtime pay upon mutual agreement between the employer and the employee. Compensatory time shall be at one and one-half (1.5) times the overtime hours worked. Employees shall not be allowed to accrue more than five (5) compensatory days, which may be taken with the approval of his/her supervisor.

F. Labor Management Meetings

Labor management meetings between representatives of the Association and District administration may be requested by either party for discussion and resolution of problems arising out of the implementation of this agreement or when either party desires to resolve inequities not covered herein. Meetings shall be requested in writing and an agenda of items attached. Such meetings, if requested, shall be held as soon as practical.

G. Medical Treatment

1. Any employee who works directly with students may be required to follow medical protocols. There will be a written protocol for each student who requires medical procedures. The written protocol will be the basis of training and written instructions for the employee.
2. The District will follow procedures for training and monitoring the employee as required by regulatory agencies, including the Board of Nursing. Any alleged violation of this subsection may be pursued only to Level II of the grievance procedure.



## H. Involuntary Reassignment or Transfer

1. Definitions
  - a. An involuntary reassignment is moving an employee to a different location for the same classification and will occur within the hours/week category (as defined in Article 10.A.2) being affected.
  - b. Involuntary transfer is a change to a different classification and will occur in reverse order by seniority within the classification and hours/week category (as defined in Article 10.A.2) being affected.
2. When it will not conflict with the needs of the program as determined by the District, a mid-year involuntary reassignment will occur in reverse order by the overall classification seniority of the employees at their current work site.
3. Notice of involuntary reassignment or transfer and the reasons will be given to the employee as soon as possible by the employee's immediate supervisor, but, except in the case of an emergency, no later than two working days prior to the transfer taking effect. The employee being involuntarily reassigned or transferred shall have the opportunity to meet with the director to discuss the reassignment or transfer. The employee will be allowed to express his/her preference among possible alternative reassignments or transfers.

## I. Vacancies and New Positions

1. Vacancy and New Position Announcements
  - a. Whenever the District determines that a vacancy exists or develops a new position (currently not listed in Appendix B of this Agreement), the District shall post the vacancy/new position announcement on the District bulletin boards and on the District's web site for a period of not less than fourteen (14) calendar days. If the District identifies an immediate need, this period can be reduced to not less than seven (7) calendar days. Three weeks prior to and one week following the first day of school for children (based on program calendars), vacancy announcements for instructional positions may be posted for two days only.
  - b. The announcement shall include the number of hours per day, the work site location, the minimum qualifications for the job, the application procedures, and the time lines.
  - c. An employee who wishes to be considered for a vacant position must submit a written or e-mail request to the Director of Human Resource Services before the vacancy closes.

- d. The District may advertise a vacancy/new position to the outside during the same time period.
2. Requests for Reassignment to a Vacant Instructional (Group A) Position
- a. Prior to the beginning of the school year, the District shall reassign an employee who has submitted a written request and who has been working in the same position/classification as the vacant position. If two or more employees request reassignment to the same vacant position, the job will be awarded to the employee with the highest classification seniority.
  - b. After the start of the school year, the District will consider a request for reassignment from an employee who has been working in the same classification. When it will not conflict with the needs of the program as determined by the District, the District will consider a mid-year reassignment. When the District determines that the vacancy cannot be filled by an internal applicant, the District will fill the vacancy on a temporary basis for the remainder of the year.

3. Request for Reassignment to a Vacant Office-Based Position

The District shall reassign an employee who has submitted a written request and has been working in the same classification/position to the vacant position. If two or more employees request reassignment to the same vacant position, the position shall be awarded to the employee with the highest qualification/skills.

4. Request for Transfer or Promotion to a Vacant or New Position

Employees, including those employees on the recall list, who respond in writing to an announcement that would cause a transfer or promotion within the time period specified in Article 11.I.1.a shall be interviewed for the new position along with external applicants selected by the District. In the event the District determines that two or more candidates meet the qualifications in the position description equally, the position will be awarded to the current employee. Those employees who are not selected will be notified.

5. Probationary Period

An employee transferred or promoted to a new job shall be on probation for sixty (60) working days. The employee shall, however, retain regular employment status in the prior position during the new probationary period. At the conclusion of the probationary period, an employee's work will be evaluated in writing, a conference held to discuss the evaluation, and a recommendation made for (1) advancement to regular status in the new job, or (2) to return to the former position.

6. Temporary Instructional Employee Positions

Instructional employee positions that become open after August 15 may be designated "temporary instructional employee positions" for the current school year at the option of the District and shall be filled by outside applicants. Temporary instructional employees shall serve only for the school year in which they are assigned. Temporary instructional employee positions which continue for the subsequent school year shall be reopened in accordance with Section I.1-4 above.

7. Determination of Qualifications

The District shall maintain the right to solely determine if unit members are equally qualified and to select the applicant that best meets the qualifications defined in the position description for any position, consistent with the terms of this Agreement.

J. Position Descriptions

1. The District is responsible for supplying unit members with current position descriptions. If changes are to be made in the position description (see Board Policy GAB-Job Descriptions) of any unit member, the employee will be notified, given the opportunity to discuss the planned changes with the appropriate supervisor, and to provide written suggestions regarding the changes.

2. Reclassification of current position

Any unit member who has regularly been assigned significant duties not included in his/her position description may submit a copy of a proposed change in the position description to his/her immediate supervisor/program coordinator. The supervisor/program coordinator shall respond to the proposed change within 30 days of receipt of the request.

The employee may appeal the supervisor's decision by submitting a copy of the proposed change and the rationale for the proposed change to the

department director. The department director will respond to the proposed change within 15 days of receipt of the request.

The employee may appeal the department director's decision by submitting a copy of the proposed change and the rationale for the proposed change to the Director of Human Resource Services. The Director of Human Resource Services shall respond to the proposed change within 15 days of receipt of the request.

If a unit member's job description is changed the pay range for that position shall be subject to negotiations with the Association. A copy of the changed job description shall be submitted to the Association with a cover letter explaining the change and suggesting a salary range the District proposes for the position. The salary range shall be determined by reviewing the salary range for comparable positions from Lake Oswego, West-Linn-Wilsonville, Canby, North Clackamas, Oregon City, Multnomah ESD, NW Regional ESD, or Willamette ESD. If no such comparable position exists within the above listed Districts, the following Districts will be considered comparable, Beaverton, Centennial, David Douglas, Gresham-Barlow, Hillsboro, Portland, Reynolds, Tigard-Tualatin, Linn-Benton-Lincoln ESD, Lane ESD, Douglas ESD, and Jackson ESD. If no such comparable position exists within any of the above, a third party will be contracted to determine comparable positions within Local and State Government and private employers. The Association has 14 days from receipt of the changed position description to state in writing that the Association wants to commence bargaining on the position's salary. If the Association fails to respond in 14 days, the District's proposed salary range shall not be subject to negotiations during the term of the contract.

Should the Association request bargaining on a changed position, the District may pay a unit member at the salary range proposed by the District until such time as a salary range for the position has been negotiated. Should the negotiated range be different from the range proposed by the District, the negotiated salary range shall be retroactive to when the new/changed position began.

### 3. Creation of a new classification

When the District is initially considering creation of a new job classification, it shall seek input from the Association. Prior to moving forward with the creation of the new classification, the District will seek consensus from the Association on whether a new classification is necessary and the contents of the job description. The Association will provide feedback to the District within seven days after meeting with the District to discuss the classification.

If the Association disagrees with the creation of a new classification or the contents of the job description, it may appeal the decision to the Superintendent by submitting a description of the rationale for its

disagreement. The Superintendent shall respond within 15 days of receipt of the appeal.

Once the District determines to create a new classification, the Association shall have the right to bargain the pay range and classification grouping. The Association shall inform the District in writing that it will bargain over the classification.

In determining the pay range for the new classification the District and Association will consider the same comparables in the same order as in Article 11.J.2.

K. Temporary Assignments

When a unit member is assigned by a District manager to work in a higher classification for a period of ten (10) working days or more, the employee shall be compensated for the temporary assignment at a rate equal to the employee's regular hourly rate plus five percent (5%). The new compensation rate will be retroactive to the first day of the temporary assignment.

L. Temporary Instructional Employee Assignment

When instructional employee positions come open after August 15 but one or more instructional employees then employed by the District are without a placement at any work site or need to be transferred out of a then-current work site, such "to-be-transferred" instructional employees may be placed in the open instructional employee positions without any posting or advertising. Such placements shall be temporary for the remainder of the school year. In the spring, any unit member may, in the survey described in I.1 above, indicate an interest in the positions that were temporarily filled since the prior August 15. The preference sheet shall contain a description of the new assignment.

M. Fingerprinting

The cost for any required fingerprinting of a bargaining unit member shall be paid by the District.

N. Four Day Work Week

Full-time employees may work a four (4) day work week with the approval of the appropriate department director when it is consistent with the District's ability to maintain or improve the quality of service.

## **ARTICLE 12 - EMPLOYEE EVALUATIONS**

- A. All annual evaluations shall be reduced to writing and submitted to the Human Resource Services Office.
- B. Employees may attach written comments to the evaluation for inclusion in their personnel file.
- C. The Association may make suggestions regarding the evaluation program.
- D. All employees will be informed of the criteria, standards, and processes to be used in the evaluation program.
- E. Employees may have their annual evaluation reconsidered upon request. This shall include a conference with a written report.
- F. Evaluation shall be done by each employee's immediate supervisor. The employee's management supervisor shall approve and sign the evaluation.
- G. The District evaluation policy (Board Policy GDN) shall be included as a reference only as Appendix C and is not to be incorporated as part of this agreement.

## ARTICLE 13 - PAID LEAVES OF ABSENCE

All paid leaves shall be accounted for to the nearest quarter (.25) hour. Part-time employees, as defined in Article 2 of this agreement, and employees hired after the start of their position's contract year, shall receive paid leaves on a pro rata basis.

### A. Sick Leave

1. Sick leave means absence from duty for personal illness or injury. Employees may use sick leave when they are unable to perform their work by reason of illness or injury, or for necessary time for medical or dental care. Employees may also use sick leave for approved federal and state leaves for child care, parental leave, or the serious health condition of family members as defined by the Family Medical Leave Act or the Oregon Family Leave Act.
2. Employees shall be granted sick leave without loss of pay at the rate of one day per month worked (one day for each month in which they are in compensable status the majority of the work days). Unused sick leave will accumulate without limit.
3. Annual sick leave shall be credited on the employee's first working day of the month or July 1 for 12 month employees.
4. Sick leave will not be paid retroactively.
5. A doctor's certificate may be required by the District for an absence of three or more consecutive days. At any time that the District has evidence that an employee may be abusing sick leave, a medical certificate may be required. The District will reimburse the employee for any out-of-pocket cost related to securing the medical certificate.
6. At no time will an absence protected under the provisions of the Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), or the Workers' Compensation Act of an employee because of illness or injury be reflected negatively in an employee's evaluation or in disciplinary action.
7. Unused sick leave accumulated under the employment with other Oregon public school districts as limited by Oregon Statute shall be transferred to the new employee's sick leave account.
8. An employee who leaves employment prior to the end of the normal contract period in a given fiscal year will be entitled to paid sick leave for absences due to illness or injury equal to the number of days accrued as described in A.3. Use of paid sick leave beyond the allowable amount will result in a deduction from the employee's gross wages on his/her final payroll check with the District. The deduction amount will be equal to the employee's



hourly rate multiplied times the unearned sick leave hours that were used by the employee.

B. Family Medical Leave Act – Oregon Family Leave Act

An employee who is on an approved FMLA/OFLA leave may use sick leave, personal business/emergency leave, and/or vacation. An employee who is on approved FMLA/OFLA to care for a family member as defined in Article 13.E.2.d. may also use family illness leave.

C. Sick Leave Bank

1. A sick leave bank shall be established to provide additional sick leave for classified employees when:
  - a. An extended absence due to an employee's illness or injury has depleted the employee's available leave;
  - b. The employee provides a statement from a medical practitioner that the employee will be unable to work for at least 30 calendar days;
  - c. A sufficient amount of sick leave remains in the classified employees' sick leave bank;
  - d. The beneficiary employee is not eligible for disability or workers' compensation benefits;
  - e. The beneficiary employee has exhausted all other applicable paid leaves.
2. The employee shall notify the Human Resource Services Director when he/she is eligible for and needs to access the sick leave bank.
3. The beneficiary employee shall receive paid sick leave at a rate of two (2) days paid for each three (3) days of eligible absence.

4. Membership in the sick leave bank shall be optional and the value of the bank will be based on the hourly rate and corresponding fixed payroll costs associated with the donated hours.
  - a. Employees who choose to join the bank must contribute four (4) hours of sick leave per fiscal year and must complete a waiver form authorizing the donation.
  - b. Only employees who belong to the sick leave bank will be eligible to draw from the bank.
  - c. Employees who want to join the bank must do so by September 30 of each new school year.
  - d. Any employee hired during the school year shall have one (1) month from the date of hire to enroll in the sick leave bank if the employee chooses to do so.
  - e. Membership in the sick leave bank shall expire for all employees on September 30 of each year and must be renewed, if desired, as outlined above.
5. The District shall authorize the use of sick leave from the bank on a first come - first served basis to those employees who meet the criteria listed in C.1. and C.3. If during any year the value of the bank is exhausted, no further application to the sick leave bank will be accepted unless there is mutual agreement by the District and the Association to allow additional contributions in four-hour increments.
6. Any sick leave credit remaining in the bank at the end of the fiscal year will be carried over into the next fiscal year.

D. Jury or Witness Duty

Time necessary for appearances in 1) any legal proceeding connected with the employee's employment, except in legal proceedings in which the Association or employee is a complainant against the District, 2) with the school system when directed to appear by the District, 3) to serve on a jury, 4) to appear before a court or other legal body as a disinterested witness in response to a subpoena, or 5) other direction by proper authority shall be granted. Any compensation paid to the employee for such service, exclusive of reimbursement for mileage and other expenses, shall be paid over to the District.

E. Other Types of Leave

All employees shall be entitled to the following non-accumulative leaves of absence with full pay each year.

1. Bereavement

Absence with pay for up to five (5) days per bereavement will be allowed for death in the immediate family (as defined in Article 13.E.2.d.) and permanent member of the employee's household.

2. Personal Business/Emergency/Family Illness

Up to (3) days per year may be used for personal business/emergency leave. The three (3) personal business/emergency days and two (2) additional days may be used for family illness.

- a. Emergencies (including inclement weather which creates hazardous road conditions) are situations that must be dealt with during the employee's regular assigned work hours or where the urgency of the situation requires immediate attention to avoid physical, emotional, economical or legal hardship.
- b. Personal business is a situation that must be dealt with during the employee's regular assigned working hours where the nature of the business may not be dealt with at any other time.
- c. Personal business/emergency leave shall be requested in writing to the appropriate supervisor 48 hours in advance unless emergency circumstances outside the control of the employee prevent such advanced request. The specific nature of leave may remain confidential; however, a general reason must be given.
- d. Employees may use family illness leave for the purpose of caring for members of the employee's immediate family and permanent members of the employee's household. Such time off shall only be available when the care by the employee is necessary and when no other members of the immediate family are available to provide such care. Immediate family is defined as the spouse, child (including step children and foster children), parent, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, or sister-in-law.
- e. Employees who submit timecards for the previous year to their supervisor by July 10 shall be compensated at a rate equal to 50% of their regular hourly rate for any unused personal business/emergency/family illness leave. Payment will be made to returning employees on the July paycheck and to employees who terminate their employment on their final check.

F. Professional

Leave with pay may be allowed for the purpose of furthering the employee's professional training, provided that:

1. The training is relevant to the employee's position and is approved by the appropriate supervisor and director.
2. Written request is given to the appropriate supervisor at least five days prior to such leave and said request is approved.
3. The cost of any registration fees will be paid by the District up to the limit of the balance in the employee's professional development reimbursement account (See Article 20).
4. The District shall pay the cost of substitutes, if required, for approved professional leave.

G. Military

The District shall grant leave for persons called into temporary active duty with any unit of the U.S. Reserves or the State National Guard as provided in ORS 408.290. An employee shall be paid his/her regular pay in addition to any pay which he/she received from the state or federal government.

H. During and Return from Leave

1. Benefits

All benefits to which an employee was entitled at the time a paid leave of absence commenced, including seniority, unused accumulated sick leave, and unused accumulated vacation leave shall remain and continue to accrue until the employee's return.

2. Position

The employee shall be assigned to the position held at the time leave commenced or, if that position has been eliminated, to a comparable position within the same pay classification, as assigned by the District.

I. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing. If granted, notification will be in writing.

J. Fringe Benefits

During the terms of paid leave granted pursuant to this Article, the District shall continue to provide benefits to employees on paid leave.

K. Days Not Charged

When an employee is absent due to injury or illness incurred in the course of the employee's employment with the District, the District shall pay to each employee the difference between his/her regular salary and the benefits received under the Workers' Compensation Act; this difference shall be subtracted from the employee's sick leave by translating dollars into hours of sick leave at the employee's regular rate of pay. If sick leave is exhausted, no payment will be made by the District. The employee may choose not to have such time charged against sick leave and therefore shall not receive additional payment from the District.

When an injured employee is absent from work immediately following an on-the-job injury because the employee's physician has determined that the employee is "totally incapacitated," and after the workers' compensation carrier has accepted the employee's claim, the District will compensate the employee at the employee's regular hourly rate for hours of absence incurred during the three-day eligibility (waiting) period. Compensation for hours of absence during the eligibility period will also be available to an injured employee who is released to light duty when light duty is not available.

L. State and Federal Leave Requirements

Any state or federal leave requirements in excess of collective bargaining agreement provisions shall be complied with.

## **ARTICLE 14 - UNPAID LEAVES OF ABSENCE**

### **A. Short-term Unpaid Leave of Absence**

Short-term unpaid leaves not exceeding six (6) consecutive working days may be granted when an employee submits a written request at least 48 hours in advance and the supervisor determines that the absence will have a minimum negative impact on the program, including the availability of a substitute, if required.

### **B. Long-term Unpaid Leave of Absence**

1. The Board or superintendent may grant any employee, with a minimum of one year of service, an unpaid leave of absence of up to one year for parental leave, family need, study, or travel. Such requests for study or travel must be submitted in writing no later than 60 days prior to the start of leave; requests for other leaves must be submitted at least 30 days in advance, except in emergencies.
2. Employees will notify the District in writing of intent to return no later than 60 days prior to the scheduled date of return (90 days for study or travel leaves). Employees who wish to terminate their leaves before the scheduled date of return may inform the District in writing and the District will attempt to place them in the first available position.
3. Upon return from leave, the employee shall be placed in the same or a comparable position in the same pay classification. If no such vacancy exists, then the employee will be placed in another vacant position at the same rate of pay.

### **C. Medical Leave of Absence**

1. An employee who has been on an approved leave for personal illness or injury under the provisions of the Family Medical Leave Act or Oregon Family Leave Act for twelve weeks and who has exhausted all eligible paid leave may apply for a medical leave of absence without pay for a maximum of one year. Such request must be submitted in writing when it is evident that the employee will need to be absent for more than twelve (12) weeks.
2. During the terms of leave granted pursuant to this section, the District will pay the cost of the employee's current insurance premiums up to the limit of this agreement to the end of the employee's work year (June 30 for 12 month employees; August 31 for school-based employees). Employees may participate at their own expense in insurance programs available to active employees, if approved by insurance carriers.

D. Military

An unpaid military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, as per ORS 408.240.

E. Seniority and Reduction in Force

During leave, employees shall continue to accrue seniority and shall remain on the Reduction in Force list.

F. Benefits

1. All benefits to which an employee was entitled at the time leave of absence commenced, including but not limited to unused accumulated sick leave and unused accumulated vacation leave, shall be restored to the employee upon return.
2. The employee shall be assigned to the position held at the time leave commenced and at the same pay classification or, if that position has been eliminated, to a comparable position within the same pay classification, as assigned by the District.

G. State and Federal Leave Requirements

Any state or federal leave requirements in excess of collective bargaining agreement provisions shall be complied with.

## **ARTICLE 15 - WORKPLACE CLOSURE**

### **A. Emergency Shutdown**

Employees shall not be expected to work during emergency closure, delayed opening or early closing of their work site except as provided in this article below. Any such time lost due to emergency closure will result in no loss of pay.

### **B. Supervisor's Request**

If an employee reports to work in response to a request by a supervisor, the employee shall be granted compensatory time off of the same duration as the time worked, such compensatory time off to be scheduled by mutual agreement of the employee and the supervisor. Any employee may be directed to report to work in an emergency situation if the District provides transportation to the employee.

### **C. Closure for School-Based Employees**

School-based employees shall observe the same closure days as determined by the district where their classroom is located. If the host district reschedules any emergency closure days that the ESD employees did not work, the ESD employees in that classroom shall work the rescheduled days without additional pay. The ESD shall give school-based employees ten (10) working days advance notice if possible when the ESD reschedules any emergency closure days, but no less than five (5) working days advance notice shall be given. If rescheduled days have the effect of extending the scheduled number of work days, then the employee shall be paid for the additional days at his/her regular daily rate.



## ARTICLE 16 - HOLIDAYS AND VACATIONS

Holiday and vacation time shall be accounted for to the nearest quarter (.25) hour. Part-time employees, as defined in Article 2 of this agreement, and employees working a 40 hour work week, shall receive paid holiday and vacation on a pro rata basis.

### A. Holidays

#### 1. Paid Days

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

- a. All employees shall be paid these holidays, providing they are employed prior to the holiday and are on compensable status half the work days of the month in which the holiday falls.
- b. Holidays which fall on Saturday or Sunday shall be observed on Friday or Monday respectively.
- c. If the holiday occurs during an employee's vacation or sick leave, the employee shall receive holiday pay and the pay will not be charged against sick leave or vacation time.

#### 2. Non-Contract Days

- a. Employees hired prior to July 1, 2007, shall have non-contract days as follows:
  - Martin Luther King, Jr. Day (third Monday in January)
  - Spring Break - two days\*
  - During Christmas Holiday Season - two days\*

\* *These days may be scheduled for another time by the supervisor with approval of the department director when work requirements necessitate such a change.*

During 2007-2008 or subsequent years, office-based employees may elect by December 1 to add two paid days during spring break in lieu of two spring break non-contract days. Once an employee has elected

paid time during spring break, the paid days cannot be changed back to non-contract days in subsequent years.

During 2008-2009 or subsequent years, office-based employees may elect by July 1 to add two paid days during the Christmas holiday season in lieu of two holiday season non-contract days. Once an employee has elected paid time during the holiday season, the paid days cannot be changed back to non-contract days in subsequent years.

- b. Employees hired on or after July 1, 2007, shall have one non-contract day:
  - Martin Luther King, Jr. Day (third Monday in January)

B. Vacations

1. All office-based employees (Appendix B) hired prior to July 1, 2007, shall be entitled to vacation with pay in accordance with the following schedule:
  - a. One (1) day per month during the first two years of service.
  - b. One and one-quarter (1.25) days per month during the third year of service.
  - c. One and one-half (1.5) days per month during the fourth and fifth years.
  - d. One and three-quarters (1.75) days per month each year after five years of service.
2. All office-based employees (Appendix B) hired on or after July 1, 2007, shall be entitled to vacation with pay in accordance with the following schedule:
  - a. One (1) day per month during the first, second, and third years of service.
  - b. One and one-quarter (1.25) days per month during the fourth, fifth, and sixth year of service.
  - c. One and one-half (1.5) days per month during the seventh, eighth, and ninth year of service.
  - d. One and three-quarters (1.75) days per month each year after nine years of service.

3. Employees shall give notice of desire to use vacation time in advance and will be granted vacation when requested so long as the employer is given appropriate notice and work can be performed with remaining staff.
4. In 2007-2008, no accumulation shall be made beyond 315 hours of accrued vacation leave for employees who work up to 37.5 hours per week and 336 hours for employees who regularly work more than 37.5 hours per week, unless the employee had previously approved vacation leave which was subsequently canceled by the District. Further, accumulation of vacation beyond the maximum will occur if an employee requests vacation leave and the District denies the request, as long as there is no other time that vacation can occur because of district needs.
5. Beginning July 1, 2007, an employee can carry over only the vacation hours the employee earned and did not use during the previous fiscal year. Any unused vacation hours above the amount earned for the ending fiscal year will be forfeited unless the employee had previously scheduled vacation leave which was subsequently canceled by the district.
6. An employee with hours of accumulated vacation time earned prior to June 30, 2007, may use those vacation hours at a time in the future or may request a cash payout for those hours. The cash payout will be based on the regular, straight time hourly rate of the employee during 2007-2008. Each eligible employee must notify the Director of Human Resource Services of his/her intent to receive cash by January 5 of the calendar year employee intends to receive the first cash payment. The District will pay for the accumulated hours in two equal installments, in October of the year notification was made and in October of the subsequent year.
7. Any employee who is laid off, retired or terminated from the service of the employer for any reason, or his/her beneficiary, shall be compensated for all unused vacation time accumulated at the time of separation, prorated from the previous July 1. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on each day of the employee's vacation. Effective July 1, 2008, vacation hours earned prior to June 30, 2007, will be paid at the employee's regular, straight time hourly rate during 2007-2008.

## **ARTICLE 17 - DUES AND PAYROLL DEDUCTIONS**

### **A. Authorization**

Upon appropriate written request from the employee, the District shall deduct from the employee's salary and make appropriate remittance for:

- U.S. Savings Bonds
- Tax-sheltered annuity programs previously approved by the Board
- United Way
- Credit union deductions previously approved by the Board
- Additional plans/programs approved by the Board
- Association Dues

### **B. Membership Dues Deduction**

1. The District shall deduct from the monthly paycheck of each member of the Association one-tenth of the annual dues of the Association, pursuant to authorization from the employee under ORS 243.776, until the entire amount of the annual dues has been deducted.
2. The deducted sums and a list of the employee deductions shall be remitted to the Association in accordance with its direction within 20 calendar days of the deduction.

### **C. Fair Share Agreement**

1. The parties hereby enter into a fair share agreement for all purposes consistent with state and federal law.
2. The District shall deduct from the monthly paycheck of each non-member of the Association a fair share fee or payment in-lieu-of-dues equal to one-tenth of the annual dues of the Association, or a lesser amount if required by law, until an amount equal to the entire annual Association dues, or a lesser amount if required by law, has been deducted. The Association shall utilize such payments and/or rebate any unexpended funds pursuant to the Association rebate procedure, in accordance with the requirements of state and federal law.
3. The deducted sums shall be remitted to the Association in accordance with its directions within 20 calendar days of the deduction.
4. This fair share agreement shall be construed to safeguard the rights of employees under ORS 243.666.

5. The Association shall hold the District harmless from any claims of an objecting non-member that the Association has made an illegal expenditure of fair share fees, or that the extent of the payroll deduction is unlawful. This hold harmless agreement shall be void unless the District (1) gives immediate notice of any claim to the Association, (2) tenders to the Association the defense of any claim, and (3) cooperates with the Association and its designated counsel in the defense of the claim.

## ARTICLE 18 - COMPENSATION

### A. Salary Schedule

1. The salary schedule for 2014-2015 is displayed in Appendix A-1 and represents a 1.25% increase over the 2013-2014 schedule.
2. Effective July of each year, an employee who is not at the maximum step of his/her salary range and who has been employed for at least half of his/her normal work year during the preceding 12 months, but has worked no less than 333 hours, shall advance one step on the salary schedule.
3. Any employee who is at the maximum step of his/her salary range and who received no step increment on July 1 shall receive a longevity payment of one percent (1%) of his/her year-to-date wages for the current calendar year, exclusive of overtime and other supplemental wages. This payment shall be paid as part of the employee's December payroll check.

### B. PERS/OPSRP

Employees shall assume and pay the six percent (6%) employee contribution/payment required by ORS 238A.330 to PERS/OPSRP. The District shall follow IRS codes to allow a pre-tax deduction of the six percent (6%) employee contribution/payment required by ORS 238.200. Such deduction shall be made from each employee's pre-tax gross wages.

### C. Payments

1. Effective July 2011, employees shall be paid on a monthly basis on the last working day of each month. The December payday will be determined annually with the understanding that employees will be paid prior to December 25.
2. Employees who work twelve months per year and work a regular schedule of hours shall be paid approximately equal monthly amounts based on their annualized hourly wages. The first payment after initial employment will be made on the first pay period after an employee has worked at least ten (10) days.
3. Employees who work less than twelve months per year and work a regular schedule of hours may elect to have their annualized hourly wages paid in ten or twelve payments.
  - a. Employees so wishing shall indicate their choice in writing to the payroll office at least ten work days prior to the first pay day. Their choice shall remain in effect for the entire fiscal year.

- b. Payments shall be based on approximately equal monthly amounts for all employees.
  - c. The first payment for an employee who is continuing employment from the prior school year will be made on the first pay period after an employee has worked at least ten days in the new school year.
  - d. The first payment after initial employment will be made on the first pay period after an employee has worked at least ten days.
  - e. Monthly amounts for employees beginning employment after September 1 will be determined on a pro-rata basis.
4. Employees who do not work a regular schedule of hours will be paid on the basis of time cards received by the fiscal office at least ten work days prior to payday.
  5. Extra duty hours and summer school hours will be paid on the basis of time cards received by the fiscal office at least ten work days prior to payday.
  6. Whenever an employee terminates employment, all wages earned and unpaid at the time of termination will be paid on the next regularly scheduled pay day which is at least more than four (4) days later than the date of termination.
  7. If, at the time of separation, an employee has previously selected to receive his or her wages in 12 equal payments and that employee has completed his or her employment agreement period, then that employee shall be allowed to continue to receive his or her wages in 12 equal payments.

D. Salary Step Placement for Transfer/Reclassification

Any unit member transferred to or hired into a different position at a different salary range or reclassified to a new range in the same position shall be placed on the salary step on the new range as follows:

1. If the new range is higher, the step placement shall yield a salary increase for the unit member equal to or greater than five percent or step 1 of the new salary range, whichever is more.
2. If the new range is lower and the transfer is involuntary and not the result of a disciplinary action, the step placement shall yield a salary at least equal to the unit member's current salary or step 7, whichever is lower.
3. If the new range is lower and the transfer is the result of a disciplinary action, the step placement shall be on the same step as the employee was placed at his/her former range.

4. If the new range is lower and the transfer is voluntary, the step placement shall be on the step most equivalent to the years of continuous service with the District.

E. Shift Differential

Full-time employees who work regularly assigned work shifts which begin at or after 5 p.m. or at or before 7 a.m. shall receive a shift differential premium if the majority of the hours worked occur between 5 p.m. and 7 a.m. This section does not apply to employees who work flexible schedules:

1. Employees shall receive an additional seven and one-half percent (7.5%) if the majority of hours worked occur between 5 p.m. and 1 a.m.
2. Employees shall receive an additional ten percent (10%) if the majority of the hours worked occur between 1 a.m. and 7 a.m.

F. Call Back Status

When an employee is called back to his/her worksite by his/her supervisor (or designee) after the employee's normal shift(s), he/she will receive a minimum of two hours call back pay. Call back pay will be paid at time and one-half if it meets the relevant criteria for overtime as specified in Article 11.E.

G. On-Call Status

1. A District manager may ask an employee to be available in "on-call" status during times that the ESD is closed for business. If the employee agrees to be on call, the employee commits to answer all phone calls from the manager and to begin to resolve the identified issue within sixty minutes of receiving the call.
2. An employee will be in on-call status for twelve consecutive hours; the specific times will be mutually agreed to by the manager and employee.
3. The District will compensate an employee at the rate of one hour regular, straight time wage for each twelve hours of on-call status.
4. When the problem can be resolved without returning to the work site, the employee will also be compensated for the time spent resolving the problem at the employee's regular, straight time wage, unless the employee qualifies for overtime as provided in Article 11.E – Overtime. When the employee is called back to the worksite, time spent performing the work will be compensated as provided in Article 18.F – Call Back Status.



H. Required Training

1. Employees who participate in required training sessions (such as blood borne pathogen, first aid, and intervention and support training) will be compensated at their regular rate of pay.
2. Employees who, through their own decision, do not participate in required training sessions provided during their regular work time will be required to complete the training on their own time without pay.

## **ARTICLE 19 - EXPENSE REIMBURSEMENT**

- A. Employees in the bargaining unit who are required or authorized to use their own automobiles in the performance of District-related activities shall be reimbursed for all such travel at the rate paid by the District to managers, or shall be provided the use of a District vehicle.
- B. Authorized meal expense will be reimbursed according to the rate paid by the District for managers.
- C. Expense reimbursement requests will be submitted by employees to the appropriate director; the director will in turn approve reimbursement for authorized expenditures and submit the account to the fiscal office. The employee will be paid on the normal schedule for reimbursement by the fiscal office.

## **ARTICLE 20 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

The District shall establish a professional development reimbursement fund for the purpose of assisting employees seeking to upgrade and gain new skills. All employees may apply for professional development reimbursement for workshops, courses, seminars, conferences or other study, fees for licenses required to be maintained for the job, and any required textbooks which will enhance their abilities as employees of the District. Meals, lodging, and mileage that relate to the above may be reimbursed at the federal per diem rate.

- A. The study must be mutually beneficial to the employee and the District.
- B. To be reimbursed for study, the employee must make prior written application through his/her director. The department director and the director of human resource services shall review applications and indicate their approval or disapproval. All decisions of the director of human resource services are subject to review by the superintendent.
- C. Employees will be allocated professional development reimbursement funding at the rate of \$300.00 per employee per fiscal year. Amounts do not accumulate from year to year.
- D. Employees shall receive reimbursement after submitting verification of registration (which may include a canceled check or a receipt of payment) to the District business office.
- E. Evidence of successful completion of a course must be submitted within 60 days following the end of said course. Failure to successfully complete the course or to submit evidence of success will result in the requirement that the employee pay back the District the amount of the reimbursement received.
- F. Professional Development Fund
  - 1. Employees will be allocated professional development reimbursement funding at the rate of \$300.00 per employee per fiscal year from department funds. Amounts do not accumulate from year to year.
  - 2. For employees working 18 hours or more a week:
    - a. The District will allocate an additional \$20,000 to a professional development fund that will be available on a first-come, first-served basis to employees who desire to participate in a workshop or course or additional workshops or courses, and have followed the procedures specified in Sections A - E of this Article. To be eligible for this additional reimbursement, the employee must have been employed by the District for a minimum of one year.

- b. Ten thousand dollars (\$10,000) of the fund will be available for employees taking workshops or courses scheduled July through December. The remaining \$10,000 will be available for employees taking workshops or courses scheduled January through June. Funds not expended during the first half of the year will be available during the second half of the year. If insufficient funds are available for employees during the first half of the year, a wait list will be maintained; funds not expended during the second half of the year will be distributed on a pro rata basis to employees on the wait list.
- 3. During the process in F.1 and F.2. above, no employee will receive a total professional development allocation of more than \$1,500. However, after the process in F.1. and F.2. has been completed, if funds from the initial allocation remain, eligible employees may submit requests to receive reimbursement from the remaining, or secondary pool. In the event that the total secondary requests exceed the capacity of the secondary pool, then requests will be funded at a prorated level, (i.e. the balance of the pool divided by the total of secondary requests = .nn. Then, each individual request X .nn = amount to be reimbursed.)
- G. The professional development reimbursement cycle shall run from July 1 through June 30 of the following year.
- H. If any Federal or State laws are implemented that require additional training for any represented employees, the District and the Association will meet to negotiate the impact of these new requirements.

## ARTICLE 21 - INSURANCE

### A. Benefits

1. The District shall provide a benefit package using a Cafeteria Plan which qualifies under the requirements of Section 125 of the Internal Revenue Code. Participants will be able to select benefits under the terms of the Plan that will include medical, dental, and vision insurance coverage. The Cafeteria Plan Year is from October 1 to September 30. Election of benefits under the Plan can be made during the month of September preceding the beginning of the Plan Year.
2. The District will adhere to the open enrollment period for medical, dental, and vision coverage established by the OEGB.
3. The District will contribute \$1,273 per employee per month for 2014-2015. To the extent that a participant chooses such benefits that cost less than the employee's entitlement, the employee will receive 25% of the difference less payroll costs as cash under the terms of the Plan. The remaining balance (75%) will go into an insurance pool. In lieu of the cash option an employee may, upon written request, have the 25% go to the insurance pool.
4. Article 21.A.4 is suspended until June 30, 2015 or until a successor agreement is ratified and approved. For successive years of this agreement, the District contribution per month, per employee, shall be at least equal to the amount necessary for the insurance pool to provide the total monthly premiums for full family ODS PPO Plan 5, ODS Dental Plan 1, and ODS Vision Plan 4. The District will adjust the monthly contribution per employee according to the monthly percentage increase or decrease of the combined premiums for medical and dental coverage. However, the District's monthly contribution in any year of the agreement shall be no greater than 10% more than the previous year's monthly contribution.
5. The District contribution and employee draw will be as follows:

Less than 18 hours per week	0%*
18-22.5 hours per week	50%*
Greater than 22.5 hours per week, but less than 30 hours per week	70%*
30 hours or more per week and employees hired prior to July 1, 1993	100%

\*Applies to the regular work hours of:

- a. employees hired on or after July 1, 1993,
- b. employees who voluntarily reduce their regular work hours, and
- c. Early Intervention educational assistants.

6. Short-term (less than 60 work days) changes in work hours shall not cause changes in the District's contribution, except for an unpaid leave of absence of more than one month.
7. To the extent that a participant chooses medical, dental, and vision insurance coverage that costs more than the maximum draw allowed from the pool, the participant will be eligible to pay for such benefits on a pre-tax basis through the District's Section 125 Plan.
8. To the extent possible under the terms of the Plan, the District will also make available the following additional benefits on a pre-tax basis via a Section 125 Cafeteria Plan Salary Reduction Agreement:
  - Employee-paid portion of District-sponsored health insurance premium (i.e., Hospital Insurance Plan, Accidental Death and Dismemberment Plan, and Cancer Insurance Plan).
  - Medical Expense Reimbursement
  - Dependent Care Assistance
  - Supplemental Group Term Life Premium
9. The District shall provide each employee, who works at least 18 hours per week, with long-term disability insurance that will begin paying benefits three months after the start of any covered disability, as well as group term life insurance equal to one time the annual salary of the employee.

B. Employees Hired After October 1

1. The employee shall be eligible to participate in the Cafeteria Plan and shall receive long-term disability and group life insurance, as described in Section A of this Article, on the first of the month following the month of hire. If hired on the first of a month, eligibility will begin on that day.
2. The employee shall not be part of the insurance pool described in Section A of this Article; however, the District will contribute the amount per month, as described in Section A of this Article, for the purchase of medical and dental insurance. To the extent the participant chooses medical and dental coverage in excess of such amount, the participant will pay for such benefits on a pre-tax basis via a Cafeteria Plan Salary Reduction Agreement. To the extent the participant chooses such benefits that cost less than the employee's entitlement, the employee will receive 25% of the difference less 19.67% for payroll costs as cash under the terms of the Plan.

C. Waiver

Every employee must be enrolled in a medical, dental, disability and life insurance program. However, an employee may waive the medical insurance by 1) providing evidence of coverage in another plan and 2) committing in writing to maintain coverage during the term of this contract. The waiver option is not applicable to any

of the other insurance covered under this article.

D. Termination of Benefits

1. The District's payment of premiums shall cease after the last day of the last month worked, except as follows:
  - a. Insurance benefits will cease on August 31 for instructional employees who complete a September – August agreement period and who were eligible for benefits prior to January 1. Insurance benefits cease on June 30 for instructional employees who complete a July – June agreement period.
  - b. Any employee placed on layoff status shall continue to receive District paid medical benefits for one additional calendar month following the month of layoff. Said medical benefits shall be on the same basis and in the same amount as immediately prior to layoff.
2. Employees may remain in the District group insurance programs at their own expense while on a leave of absence, subject to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

E. Carriers and Plans

1. The list of current medical, vision, dental, disability, and life insurance carriers and plans shall be included as a reference only, as Appendix D, and is not to be incorporated as a part of this agreement.
2. The District and the Association will each appoint two representatives to a joint insurance committee. The committee will make recommendations to the Association and District. Any changes in plan selection must be mutually agreed to by both parties.

## **ARTICLE 22 - SAVINGS CLAUSE**

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and shall remain in full force and effect. The specific portion of this agreement held to be invalid shall remain in effect to the extent permitted by the terms of the governing law or order.

In addition, upon the request of either party, the parties agree to enter into negotiations for the sole purpose of attempting to arrive at a mutually satisfactory replacement for such specific provisions invalidated.

Where District policy is in conflict with the provisions of this Agreement, the provisions of this Agreement shall govern.



## **ARTICLE 23 - STRIKES AND LOCKOUTS**

- A. The Association agrees that during the term of this Agreement, the Association and its members will not participate in any strike, work stoppage or any type of slowdown against the District.
- B. The employer agrees that during the term of this Agreement, the District or its agents will not cause or engage in any lockout of employees.

## ARTICLE 24 - RETIREMENT STIPEND

### A. Eligibility

Employees who meet all of the following criteria shall be eligible for one of three (3) retirement options:

1. Hired prior to July 1, 2005,
2. At least fifty-five (55) years of age or 30 years of total service with the District,
3. Regularly employed by the District for at least 15 consecutive years, and
4. Eligible for retirement benefits from the Public Employees Retirement System (PERS).

### B. Options

#### 1. Option 1

A monthly stipend for 48 months or until the employee's death, whichever occurs first. The monthly stipend shall be calculated as follows:

##### a. Instructional Employees

Multiply the number of years of service with the District by the number of unused sick leave hours, divided by 75 changed to a dollar amount, and rounded to the nearest whole number.

##### b. All Other Employees

Multiply the number of years of service with the District by the number of unused sick leave hours, divided by 90 changed to a dollar amount, and rounded to the nearest whole number.

##### c. No monthly stipend will be paid out to calculations of less than ten (\$10) dollars.

##### d. The maximum monthly stipend shall be \$450.

##### e. For the purpose of this section, unused sick hours shall be the number of hours of sick leave that remain on the employee's last day of employment before retirement.

f. Stipend payments shall be suspended during anytime in which the employee returns to active employment with the District.

2. Option 2

A one-time only payment equal to one-half of the 48 month total determined in Option 1.

3. Option 3

The monthly stipend, as determined in Option 1 above, may be held by the District to be used for the purchase of health insurance benefits for the employee.

C. Process

1. To receive a retirement stipend, an employee must submit a letter requesting retirement option 1, 2 or 3 to the Human Resource Services Office as soon as possible, but no later than 60 calendar days prior to the retirement date. The District will waive the 60 calendar day notice requirement when a retirement-eligible employee is laid off.

2. Payment of the retirement stipend shall be made the month following the retirement of the employee.

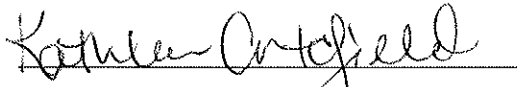
**ARTICLE 25 - TERMS OF AGREEMENT**

The Agreement shall be effective and shall remain in full force from July 1, 2014 to June 30, 2016.

This Agreement may be extended by written mutual consent of the parties.

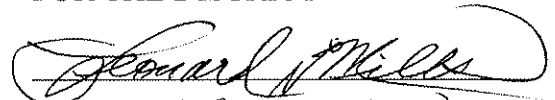
The parties agree and execute this 19th day of November, 2014, on behalf of the Clackamas Education Service District and the Clackamas Education Service District Employees Association/OEA/OACE/NEA.

FOR THE ASSOCIATION

  
Kathleen O'Connell  
11-24-14

Signature/Date

FOR THE DISTRICT

  
Leonard Mills  
24 November 2014

Signature/Date

# Clackamas Education Service District

2014-15 Classified Employee

Hourly Pay Schedule

<b>Range</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>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
<b>8</b>	\$ 12.57	\$ 12.79	\$ 13.27	\$ 13.73	\$ 14.22	\$ 14.72	\$ 15.24	\$ 15.75	\$ -
<b>9</b>	\$ 13.25	\$ 13.49	\$ 13.93	\$ 14.44	\$ 14.92	\$ 15.45	\$ 16.02	\$ 16.54	\$ -
<b>10</b>	\$ 13.90	\$ 14.14	\$ 14.62	\$ 15.12	\$ 15.65	\$ 16.16	\$ 16.78	\$ 17.38	\$ -
<b>11</b>	\$ 14.59	\$ 14.84	\$ 15.36	\$ 15.96	\$ 16.49	\$ 17.04	\$ 17.65	\$ 18.27	\$ 18.91
<b>12</b>	\$ 15.33	\$ 15.59	\$ 16.10	\$ 16.67	\$ 17.27	\$ 17.92	\$ 18.52	\$ 19.12	\$ -
<b>13</b>	\$ 16.14	\$ 16.42	\$ 16.94	\$ 17.52	\$ 18.11	\$ 18.72	\$ 19.47	\$ 20.07	\$ -
<b>14</b>	\$ 16.90	\$ 17.19	\$ 17.80	\$ 18.47	\$ 19.07	\$ 19.73	\$ 20.42	\$ 21.17	\$ -
<b>15</b>	\$ 17.76	\$ 18.06	\$ 18.69	\$ 19.32	\$ 20.03	\$ 20.74	\$ 21.47	\$ 22.20	\$ -
<b>16</b>	\$ 18.67	\$ 18.99	\$ 19.65	\$ 20.32	\$ 21.05	\$ 21.79	\$ 22.59	\$ 23.33	\$ -
<b>17</b>	\$ 19.59	\$ 19.93	\$ 20.66	\$ 21.34	\$ 22.14	\$ 22.85	\$ 23.70	\$ 24.51	\$ -
<b>18</b>	\$ 20.52	\$ 20.88	\$ 21.62	\$ 22.36	\$ 23.19	\$ 24.00	\$ 24.83	\$ 25.70	\$ -
<b>19</b>	\$ 21.58	\$ 21.96	\$ 22.73	\$ 23.52	\$ 24.34	\$ 25.21	\$ 26.06	\$ 26.97	\$ -
<b>20</b>	\$ 22.67	\$ 23.06	\$ 23.83	\$ 24.68	\$ 25.57	\$ 26.42	\$ 27.35	\$ 28.30	\$ -
<b>21</b>	\$ 23.81	\$ 24.24	\$ 25.07	\$ 25.89	\$ 26.82	\$ 27.75	\$ 28.73	\$ 29.74	\$ -
<b>22</b>	\$ 24.94	\$ 25.38	\$ 26.30	\$ 27.21	\$ 28.17	\$ 29.18	\$ 30.20	\$ 31.24	\$ -
<b>23</b>	\$ 26.26	\$ 26.73	\$ 27.62	\$ 28.57	\$ 29.59	\$ 30.63	\$ 31.69	\$ 32.79	\$ -
<b>24</b>	\$ 27.53	\$ 28.01	\$ 29.02	\$ 30.01	\$ 31.05	\$ 32.17	\$ 33.29	\$ 34.40	\$ -
<b>25</b>	\$ 28.88	\$ 29.38	\$ 30.42	\$ 31.47	\$ 32.60	\$ 33.76	\$ 34.96	\$ 36.19	\$ -
<b>26</b>	\$ 30.32	\$ 30.86	\$ 31.93	\$ 33.09	\$ 34.22	\$ 35.41	\$ 36.63	\$ 37.94	\$ -
<b>27</b>	\$ 31.85	\$ 32.41	\$ 33.54	\$ 34.71	\$ 35.91	\$ 37.19	\$ 38.46	\$ 39.83	\$ -
<b>28</b>	\$ 33.48	\$ 34.07	\$ 35.22	\$ 36.45	\$ 37.73	\$ 39.06	\$ 40.38	\$ 41.82	\$ -
<b>29</b>	\$ 35.14	\$ 35.76	\$ 36.99	\$ 38.28	\$ 39.60	\$ 41.02	\$ 42.40	\$ 43.92	\$ -
<b>30</b>	\$ 36.92	\$ 37.56	\$ 38.83	\$ 40.21	\$ 41.59	\$ 43.07	\$ 44.52	\$ 46.10	\$ -
<b>31</b>	\$ 38.76	\$ 39.44	\$ 40.78	\$ 42.19	\$ 43.68	\$ 45.21	\$ 46.75	\$ 48.42	\$ -
<b>32</b>	\$ 40.68	\$ 41.38	\$ 42.83	\$ 44.31	\$ 45.87	\$ 47.49	\$ 49.08	\$ 50.82	\$ -
<b>33</b>	\$ 42.72	\$ 43.47	\$ 44.99	\$ 46.51	\$ 48.16	\$ 49.88	\$ 51.54	\$ 53.37	\$ -
<b>34</b>	\$ 44.86	\$ 45.65	\$ 47.23	\$ 48.85	\$ 50.56	\$ 52.34	\$ 54.14	\$ 56.03	\$ -
<b>35</b>	\$ 47.09	\$ 47.91	\$ 49.59	\$ 51.28	\$ 53.09	\$ 54.96	\$ 56.84	\$ 58.85	\$ -

## APPENDIX B

### GROUP A – INSTRUCTIONAL

#	Employee Classification	Pay Range	Min Days/Yr	Min Hrs/Day
A1	Behavior Classroom Assistant (full time)	11	*	7.5 hrs
	Long-term Care & Treatment Educational Assistant Therapeutic Educational Assistant		*	7.5 hrs
	Behavior Classroom Assistant (part time)	11	*	No min
A2	LEEP Assistant (full time)	11	*	7.5 hrs
	LEEP Educational Assistant		*	7.5 hrs
	LEEP Itinerant Educational Assistant		*	7.5 hrs
	LEEP Assistant (part time)	11	*	No min
A3	LEEP Individualized Program Assistant	11	*	7.5 hrs
	LEEP Individualized Program Assistant (part time)	11	*	No min
A4	Early Childhood Assistant (full time)	11		
	EI/ECSE Educational Assistant		185	7.5 hrs
	EI/ECSE Itinerant Educational Assistant		185	7.5 hrs
	OHSPPEducational Assistant		185	7.5 hrs
	Early Childhood Assistant (part time)	11	*	No min
A5	Bilingual Assistant (full time)	11		
	Bilingual EI/ECSE Educational Assistant		185	7.5 hrs
	Bilingual OHSPPEducational Assistant		185	7.5 hrs
	Bilingual Assistant (part time)	11	*	No min
A6	Certified Occupational Therapy Assistant (full time)	17		
	Early Childhood COTA**		185	7.5 hrs
	LEA Contract COTA**		*	7.5 hrs
	LEEP COTA		*	7.5 hrs
	Certified Occupational Therapy Assistant (part time)	17	*	No min

\* All employees in these classifications will work at least the number of days equal to the student contact days in the district or program where the employee is assigned plus three days.

\*\* To be eligible to bump a LEEP COTA, LEEP LPTA, or LEEP SLPA, an EI/ECSE or LEA Contract employee must acquire and maintain OIS behavioral intervention certification.

## APPENDIX B

#	Employee Classification	Pay Range	Min Days/Yr	Min Hrs/Day
A7	Licensed Physical Therapy Assistant (full time)	17	185	7.5 hrs
	Early Childhood LPTA**		*	7.5 hrs
	LEA Contract LPTA**		*	7.5 hrs
	LEEP LPTA		*	No min
A8	Speech Language Pathology Assistant (full time)	17	185	7.5 hrs
	EI/ECSE SLPA**		*	7.5 hrs
	LEEP SLPA		*	No min
	Speech Language Pathology Assistant (part time)		17	*
A9	Instructional Clerk (full time)	8	185	7.5 hrs
	CCRR		185	7.5 hrs
	CESC		185	7.5 hrs
	EI/ECSE		185	7.5 hrs
	Special Education		185	7.5 hrs
	School Improvement and Instructional Services		185	7.5 hrs
	WIA		185	7.5 hrs
	Instructional Clerk (part time)		8	*

*\* All employees in these classifications will work at least the number of days equal to the student contact days in the district or program where the employee is assigned plus three days.*

*\*\* To be eligible to bump a LEEP COTA, LEEP LPTA, or LEEP SLPA, an EI/ECSE or LEA Contract employee must acquire and maintain OIS behavioral intervention certification.*

## APPENDIX B

### GROUP B - CLERICAL/SECRETARIAL

#	Employee Classification	Pay Range	Min Days/Yr	Min Hrs/Day
B1	Administrative Assistant (full time) Director: Network and Information Services Director: School Improvement and Instructional Services Director: Special Education Coordinator: CESC Coordinator: EI/ECSE Coordinator: LEEP Supervisor: OHSP  Administrative Assistant (part time)	13	12 months	7.5 hrs
B2	Services Secretary (full time) CCRR Early Childhood Evaluation EI/ECSE Services LEEP School Age Evaluation School Improvement and Instruction Services  Services Secretary (part time)	12	12 months	7.5 hrs
	Student Records/Info Specialist (instructional calendar)	12	12 months	no min
	Medicaid Assistant (instructional calendar)	13	185	7.5 hrs
	Student Records/Info Specialist (part time)	13	185	7.5 hrs
	Medicaid Assistant (part time)	13	no min	no min
	Medicaid Assistant (part time)	13	no min	no min
B3	Bilingual Services Secretary (full time) CCRR Early Childhood Evaluation EI/ECSE Services	12	12 months	7.5 hrs
B4	Human Resources Specialist (full time)	16	12 months	7.5 hrs



## APPENDIX B

#	Employee Classification	Pay Range	Min Days/Yr	Min Hrs/Day
B5	Public Service Support Representative (full time)	14	12 months	7.5 hrs
B6	Youth Services Grant Transition Advisor (full time)	17	12 months	7.5 hrs
	Youth Services Grant Transition Advisor (part time)	17	12 months	no min
B7	Youth Services Support Specialist (full time)	15	12 months	7.5 hrs
	Youth Services Support Specialist (part time)	15	12 months	no min

## APPENDIX B

### GROUP C – PRINTING AND GRAPHICS SERVICES

#	Employee Classification	Pay Range	Min Days/Yr	Min Hrs/Day
C1	Copier/Offset Press Technician (full time)	14	12 months	7.5 hrs
	Copier/Offset Press Technician (part time)	14	12 months	no min
C2	Graphics/Prepress Technician (full time)	15	12 months	7.5 hrs
	Graphics/Prepress Technician (part time)	15	12 months	no min
C3	Offset Press Technician I (full time)	14	12 months	7.5 hrs
	Offset Press Technician I (part time)	14	12 months	no min
C4	Production Services Assistant (full time)	14	12 months	7.5 hrs
	Production Services Assistant (part time)	14	12 months	no min

## APPENDIX B

### GROUP D – NETWORK AND INFORMATION SERVICES

#	Employee Classification	Pay Range	Min Days/Yr	Min Hrs/Day
D1	Database/Application Administrator (full time) BIS Application Administrator BIS Application Developer	28	12 months	7.5 hrs
D2	LAN Administrator (full time)	23	12 months	7.5 hrs
D3	Network Engineer (full time)	28	12 months	7.5 hrs
D4	Network Operations Technician (full time)	19	12 months	7.5 hrs
D5	Server Administrator (full time)	23	12 months	7.5 hrs
D6	Student Application and Data Analyst (full time) Student Information System Application Developer Student Information System Data Analyst	28	12 months	7.5 hrs
D7	Server and Database Administrator (full time)	28	12 months	7.5 hrs
D8	Student Information Systems Business Analyst	23	12 months	7.5 hrs

## APPENDIX B

### GROUP E – TECHNICAL SERVICES

#	Employee Classification	Pay Range	Min Days/Yr	Min Hrs/Day
E1	Information Technology Service Technician (full time)	20	12 months	7.5 hrs

### GROUP F – FACILITIES AND GROUNDS

#	Employee Classification	Pay Range	Min Days/Yr	Min Hrs/Day
F1	Courier (full time)	11	12 months	7.5 hrs
	Courier (part time)	11	12 months	no min

### GROUP G – ACCOUNTING

#	Employee Classification	Pay Range	Min Days/Yr	Min Hrs/Day
G1	Accounting Clerk (full time)	16	12 months	7.5 hrs
	Accounting Clerk (part time)	16	12 months	no min
G2	Accounting Specialist (full time)	19	12 months	7.5 hrs
	Accounting Specialist (part time)	19	12 months	no min
G3	Payroll Accountant (full time)	19	12 months	7.5 hrs
	Payroll Accountant (part time)	19	12 months	no min

## APPENDIX B

### GROUP H – CLIENT TECHNICAL SUPPORT

#	Employee Classification	Pay Range	Min Days/Yr	Min Hrs/Day
H1	Customer Support Representative: Student System (full time)	19	12 months	7.5 hrs
H2	Medicaid Billing Facilitator (full time)	19	12 months	7.5 hrs
	Medicaid Billing Facilitator (part time)	19	12 months	no min
H3	Student Data Support: Special Education Specialist (full time)	19	12 months	7.5 hrs
	Student Data Support: Special Education Specialist (part time)	19	12 months	no min
	Client Support Representative (full time)	19	12 months	7.5 hrs
H4	Classroom Technology Support Specialist (full time)	19	12 months	7.5 hrs

**Clackamas Education  
Service District**

Code: **GDN**  
Adopted: 8/21/96  
Readopted: 05/20/09  
Orig. Code(s): 2370

**Evaluation of Classified and Confidential Staff**

It is the policy of CESD's Board to require an annual evaluation of performance for each classified and confidential employee. The purpose of the evaluation is to create a more efficient operation, strengthen the communication and understanding between employee and supervisor, and provide a forum to discuss an employee's professional growth. Evaluation processes shall be developed for probationary and regular employees.

END OF POLICY

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**Legal Reference(s):**

[ORS 243.650](#)

[ORS 334.125\(7\)](#)

[OAR 581-024-0245](#)

# Clackamas Education Service District

Code: **GDN-AR**  
Adopted: 8/21/96  
Readopted: 05/20/09  
Orig. Code(s): 2370

## Evaluation of Classified and Confidential Staff

### 1. Evaluation Procedure

- a. Evaluation is a year long process that includes the following basic components:
  - (1) Review of the job assignment and job description;
  - (2) Setting of goals (where appropriate) that;
    - (a) Are closely related to the work situation;
    - (b) Are identified through the evaluation process;
    - (c) Contribute to the needs of CESD; and
    - (d) Are related to the requirements of the individual's job description.
  - (3) Observation of the employee in the worksite (where appropriate);
  - (4) Observation by the supervisory staff;
  - (5) Other data gathering, such as a review of work products;
  - (6) Summary conference to review the Employee Evaluation Report; and
  - (7) The Employee Evaluation Report shall be completed and on file in the human resource services office by June 30 of each year.
- b. Documentation that will be produced during the process and included in the employee's personnel file will include:
  - (1) The employee's set of goals for the year (where appropriate);
  - (2) A written summary of formal observations (where appropriate);
  - (3) The Employee Evaluation Report.

### 2. Probationary Employees

- a. Probationary employees will be observed at least two (2) times during the probationary period. These shall include:
  - (1) First observation – within 45 days of employment;
  - (2) Second observation – in the sixth month; and
  - (3) Summary conference – completed at the end of the probationary period.
- b. In the event of emergency, school closure, illness, or other scheduling difficulties, the observation dates may be adjusted from those listed above.

- c. At any time during the probationary period, the supervisor may recommend termination if the performance of the new employee is not adequate.

### **3. Regular Employees**

All regular employees will be observed at least once each year.

### **4. Conferences and Observations**

- a. Annually, there shall be a conference between the employee and the supervisor to review the employee's job assignment, job description, to establish any goals for the employee, and to inform the employee of the conditions, standards, and practices to be used in the evaluation program.
- b. Informal observations may occur at any time the supervisor is in the employee's work station.
- c. Formal observation(s) (if scheduled) shall take place at a time mutually agreed upon by the employee and the supervisor.
- d. At the summary conference, the employee and the supervisor shall review the employee's performance, related factors, and progress toward meeting any employee goals. The results of the evaluation activities will be recorded on the Employee Evaluation Form. The employee and the supervisor will sign the form indicating that the results have been discussed. A copy will be given to the employee. The employee may have a letter of explanation or rebuttal attached to the report. Upon request of an employee, the annual evaluation will be discussed in a conference with the supervisor and the supervisor's superior.

### **5. Plan of Assistance**

- a. For employees beyond the probationary period, a plan of assistance may be developed if it has been determined that the employee's performance is in need of improvement.
- b. An employee shall be notified of a plan of assistance in writing.
- c. The plan shall include:
  - (1) An objective analysis of observable difficulties;
  - (2) A statement of immediate goals designed to overcome the difficulties and specific criteria measuring progress;
  - (3) Assistance to be provided;
  - (4) Monitoring and timelines for assessment.
- d. Observations may be requested by the employee or scheduled by the supervisor. A report may be written for each observation. Such observation reports shall be made part of the employee's permanent file.



- e. If the employee has demonstrated satisfactory compliance with stated criteria to meet the specific goals as outlined by the Plan of Assistance, the employee's status will return to normal. The final written summary of the Plan of Assistance shall include the supervisor's recommendations for the resolution of the Plan of Assistance status.
- f. If the employee has failed to make satisfactory improvement, the supervisor may:
  - (1) Extend the Plan of Assistance;
  - (2) Recommend termination.
- g. Whenever an employee is to be placed on a Plan of Assistance, copies of the initial notice and subsequent decisions regarding the employee shall be sent through the employee's supervisory chain of command and the human resource services office.

## APPENDIX D

### District Insurance Programs

#### 1. Medical

- a. Kaiser HMO Plan 1 w/Pharmacy
- b. Kaiser Plan 2 (PPO style) w/Pharmacy
- c. Kaiser Plan 3 (PPO style) w/Pharmacy
- d. Moda Health Plan B Statewide w/Pharmacy
- e. Moda Health Plan B Synergy w/Pharmacy
- f. Moda Health Plan C Statewide w/Pharmacy
- g. Moda Health Plan C Synergy w/Pharmacy
- h. Moda Health Plan E Statewide w/Pharmacy
- i. Moda Health Plan E Synergy w/Pharmacy
- j. Moda Health Plan G Statewide w/Pharmacy
- k. Moda Health Plan G Synergy w/Pharmacy

#### 2. Dental

- a. Moda Health/ODS Dental Plan 1 w/Orthodontia
- b. Moda Health/ODS Dental Plan 6
- c. Kaiser Dental Plan 8 w/Orthodontia
- d. Willamette Dental Plan 8 w/Orthodontia

#### 3. Vision

- a. Moda Health/ODS Vision Plan 1
- b. Moda Health/ODS Vision Plan 4
- c. Kaiser Vision Plan 5

#### 4. Life Insurance & Accidental Death and Dismemberment

The Standard Term Life equal to the annual salary of the employee

The Standard Accidental Death/Dismemberment Rider equal to the annual salary of the employee

#### 5. Long-Term Disability

The Standard Long-Term Disability with a 90 day waiting period

Association rights.....	6	Part-time employee .....	3, 21, 28, 37
Benefits .....	32, 35, 49	Pay days .....	42, 43
Bereavement .....	31	PERS/OPSRP.....	42
Breaks .....	20	Personal business .....	20, 29, 31
Bulletin boards .....	6	Personnel file .....	8, 9, 15, 27
Cafeteria Plan.....	49, 50	Plan of assistance .....	10, 18
Call Back Status.....	44	Position description.....	18, 23, 24, 25
Closures.....	36	Probation .....	2-4, 18, 24
COBRA.....	51	Professional development .....	32, 47
Compensation .....	12, 25, 29, 30, <b>42</b>	Reassignment .....	17, 22, 23
Definitions.....	2, 3, 17, 22	Recall process .....	19
Delayed opening .....	36	Reduction in force.....	3, 4, <b>17</b> , 20, 35
Dues .....	40	Reimbursement .....	30, 32, 46, 47
Emergency leave .....	20, 29, 31	Required training .....	45
Employee evaluation.....	8, 9, 24, <b>27</b> , 28	Retirement.....	54
Fair share agreement .....	40	Salary .....	3, 4, 19, 25, 33, 40, 42, 43, 50
Family illness .....	20, 29, 31	Seniority .....	2-4, 18, 19, 22, 23, 32, 35
Federal leave .....	33, 35	Shift differential .....	44
Fingerprinting .....	26	Short-term temporary employee .....	2, 4
Four day work week.....	26	Sick leave 19, 20, <b>28-30</b> , 32, 33, 35, 37, 54	
Full-time employee .....	3, 20, 26, 44	Sick leave bank .....	29, 30
Grievance procedure .....	9, 13	Strike(s).....	7, 53
Health insurance.....	34, <b>49-51</b> , 55	Student employees .....	2
Holidays .....	20, <b>37</b>	Substitutes .....	2, 7, 32
Instructional employees 3, 4, 20, 22-25, 51		Summer .....	20, 43
Jury duty.....	30	Temporary assignments .....	25
Just cause .....	12	Temporary instructional employee 3, 4, 24, 25	
Layoff.....	17-19, 51	Termination of benefits.....	51
Leave of absence.....	31-35, 50, 51	Termination of employment .....	15, 43
Life insurance.....	50, 51	Terms of agreement .....	56
Long-term disability insurance .....	50, 51	Training.....	6, 17, 21, 32, 45, 48
Lunch period .....	20	Transfer .....	5, 17, 19, 22-25, 43, 44
Military leave .....	32, 35	Unpaid leave .....	34, 50
New positions.....	22-25	Vacation .....	3, 4, 20, 29, 32, 35, 37-39
Non-contract days .....	37, 38	Work day.....	20
Open enrollment.....	49	Work stoppage .....	53
Overtime .....	21, 42, 44	Work week.....	20, 26
Paid leave .....	20, 28	Work year.....	20, 34, 42
Parental leave .....	28, 34		