

## ARTICLE 8 - VACANCIES

### 8.1 Postings and Interviews

- 8.1.1 Job vacancy postings will include the classification title, work site, pay grade ~~and step~~, hours, work year, basic qualifications required, any current special position responsibilities and limitations on the duration of the position, if any.

**[The following language in the paragraph directly below is current contract language moved from Appendix H with the proposed redlined changes:]**

Multiple vacancies in a nutrition services, custodial services, or special education ~~classification~~ may be recruited with a single pool posting. ~~Pool postings will include the classification title, salary range, hour range, work year, basic qualifications required, and special position responsibilities, and limitations on the duration of the position(s).~~ A pool posting will include work sites, if known, and indicate that subsequent vacancies may also be filled by applicants to this pool. During the recruitment process, applicants may rank their location preferences, and hiring managers will consider the preference when determining assignments.

- 8.1.2 The District will post a notice of all job openings for bargaining unit positions on the District Human Resources website. The notices will be posted for a minimum of five (5) business days prior to the date the applications are no longer accepted.
- 8.1.3 All members of the bargaining unit who meet the minimum qualifications may apply for a posted position. A probationary employee may apply only if approved by the Director of Human Resources who will notify the Association of the approval.
- 8.1.4 A selection committee will be used to interview and recommend candidates for half-time to full-time positions. A bargaining unit member will serve on the selection committee.

### 8.2 Filling a Vacancy (Including Pool Postings)

- 8.2.1 The hiring administrator will select the best qualified applicant giving consideration to all internal District candidates and considering seniority.
- 8.2.2 A candidate not selected or granted an interview may request the hiring authority provide an explanation of why they were not interviewed for or offered a position.
- 8.2.3 If the employee who was not selected believes they were the best qualified candidate, they may grieve the terms of Section 8.2 to the Director of Human Resources who will meet with the designated Association representative to resolve the matter. If the matter is not resolved, the Association may submit the matter to be grieved at Level 2 of the grievance procedure. The District’s decision shall be final and binding and not subject to arbitration.

### 8.3 Limited Duration Promotional Opportunity

- 8.3.1 The long-term absence of an employee shall become a promotional opportunity for bargaining unit employees by the following process. A long-term absence is an absence known by HR to be at least six months in length and is a position being held for an absence employee that will be filled during the absence.
- 8.3.1.1 A vacant position due to a long-term absence may be posted as a limited duration promotional opportunity.
- 8.3.1.2 The program supervisor has the discretion to select from the list of applicants for the limited duration promotional position or may fill the position with a classified employee working out of range, a substitute, or may redistribute the work.
- 8.3.1.3 An employee filling a limited duration promotional vacancy shall continue to gain seniority only in their classification held before filling the limited duration position and will not accrue seniority in the limited duration position classification.
- 8.3.1.4 An employee in a limited duration position has the right to return to their previous position, which may be filled with a substitute if the supervisor believes this adequately fills the position.

## ARTICLE 9 - PROBATIONARY PERIOD

### 9.1 New Employee Probationary Period

9.1.1 Each new bargaining unit employee as of November 10, 2005, shall serve a probationary period of seven (7) work months.

9.1.19.1.2 The District will make a good faith effort to give probationary employees written performance feedback during the probationary period.

9.1.29.1.3 The District shall have the right to terminate a probationary employee at any time during the probationary period for any reason. The District shall not be required to indicate the reason for its termination, nor is the District's termination decision grievable under the terms of this contract.

9.1.39.1.4 When a probationary employee completes their probationary period, they shall be considered an employee for all benefits and rights in this contract as of the date the probationary period began.

### 9.2 Probationary employees are not entitled to the following benefits:

9.2.1 Paid personal days under Section 13.3, ~~bereavement leave under Section 13.2 subject to OFLA eligibility, and paid jury duty leave under Section 13.6,~~ and student teaching leave Section 14.2 Unpaid Leave for Student Teaching.

### 9.3 No Probation Required

An employee remains a permanent member of the bargaining unit so long as continuously employed in a bargaining unit position.

## ARTICLE 21 - WORK RULES AND MISCELLANEOUS MATTERS

- 21.1 Calculation of Paid Absences - Variable Hours
- 21.1.1 Calculation of Paid Absences - Variable Hours Paid Absences. Employees whose number of assigned hours varies will have their pay for paid absences calculated as follows:  
Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day. This average will be computed based on all the hours the employee was in a paid status during the previous month excluding overtime, divided by the number of contract days the employee was in a paid status during the previous month. The result will be the number of hours in the employee's average work day. The resulting average work day will be used to calculate paid leave benefits.
- 21.1.2 Calculation of eligibility for Insurance Benefits. Employees whose number of assigned hours vary will have their eligibility for insurance benefits calculated as follows: Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day for the purpose of determining the employee’s eligibility for insurance benefits. This average will be computed based on all the hours up to 40 in a workweek the employee was in a paid status during the previous month divided by the number of contract days the employee was in paid status in the previous month. Therefore, an employee's portion of an insurance premium that is shared with the District may vary from month to month.
- 21.2 Duty-free Meal Period. All employees working six (6) or more hours shall be allowed a duty-free meal period of not less than thirty (30) minutes, except in case of emergency. The meal period shall come at a midpoint in the shift as nearly as possible. Meal periods may not be scheduled so as to shorten the work day. Employees working five (5) or more hours may request or may be scheduled to receive a duty-free meal period of not less than thirty (30) minutes.
- 21.2.1 Employees entitled to a duty-free meal period must receive one unless exceptional and unanticipated circumstances that occur rarely prevented the duty-free meal period. If an employee works during the scheduled thirty (30)-minute meal period, the meal period worked shall be paid for the entire period. The employee will notify the supervisor by the end of the next business day and record the missed meal period on a timesheet. Employees are expected to take meal periods, to communicate with their supervisor concerning missed meal periods, and to maintain accurate timesheets. If an employee is unable to resolve concerns about meal periods with the supervisor, the employee shall promptly submit their concern to HR.
- 21.3 Rest Periods. Every member of the bargaining unit shall be provided a paid rest period of fifteen (15) minutes for every four (4) hours worked or major fraction thereof. Insofar as is possible the rest break is to be taken in the middle of each work period. Rest periods may not be used at the beginning or end of the work day or adjacent to a meal period.
- 21.3.1 If the District establishes a ten (10)-hour day, four-day work week, then the effected employees and their supervisor shall mutually agree on a schedule for three (3) ten (10)-minute rest periods during the ten (10)-hour day. Insofar as possible, the ten (10)-minute rest periods shall be scheduled in the middle of each work period and in compliance with Oregon law. These ten (10)-minute rest periods shall be in lieu of the two (2) fifteen (15)-minute rest periods provided by this section.
- 21.3.2 The District will work with its supervisors and administrators, as well as all other District employees to make sure that classified employees’ unpaid lunch break, and their paid morning and afternoon breaks, are respected as duty free time.
- 21.3.3 Employees are expected to take breaks and to communicate promptly with their supervisor if they are not receiving their break. If an employee is unable to resolve concerns about break periods with the supervisor, the employee may promptly submit their concern to HR.
- 21.4 Non-student Attendance Work Days. Employees whose work years are either 196 days, ten (10) months, or eleven (11) months who would otherwise be required to work on a day during which students are not in attendance and who are not required by the supervisor to work on a non-student day, may, upon the approval of the **principal supervisor**:
- 21.4.1 Be excused from work on a non-student day and work another day which they would otherwise not be required to work, or,
- 21.4.2 Be excused from work on a non-student day without pay.

21.4.3 A one-half (1/2) day (4-hour) or less employee may be excused from work on a non-student day and work a full day on another regular work day.

21.5 SAFE WORK ENVIRONMENT:

The Association and the District believe the work environment for bargaining unit members should be free of unreasonable risk to bargaining unit members’ health, safety, and personal liability. To achieve this goal, the parties agree as follows:

- a. The District shall maintain safety committees in accordance with its obligations under law. (ORS Chapter 654 and OAR Chapter 437, concerning Occupational Safety and Health). The purpose of the safety committee is to bring workers and management together in a non-adversarial, cooperative effort to promote safety and health. The safety committee shall include an equal number of employee volunteer or elected members and employer-selected members. When employees and the district agree, the number of employee volunteer or elected members may exceed the number of employer-selected members.
- b. Hazardous conditions in the work environment that are made known to the District and pose a danger to the health or safety of unit members shall be reported to the District Safety Committee.
- c. All unit members, in the course of performing their duties, shall report all unsafe practices and conditions to their immediate supervisor.
- d. Unit members shall not be required to participate in work activities under conditions that, as determined by the District, physically endanger their personal safety or well-being.
- e. When a member is assaulted by, or feels threatened by, a physically aggressive student, the member will submit an incident report from documenting extreme behavior to the building administrator. The appropriate District administrator will promptly initiate an assessment of the environment and, if appropriate, work with the member to implement a safety plan and/or appropriate training in a timely manner.
- f. Employees will be allowed paid time to fill out district-required incident report forms.

21.6 The District shall reimburse unit members for the reasonable cost of personal property with a value of \$500 or less that is stolen or damaged if related to their instructional responsibilities or is stolen or damaged as a result of the District’s negligence. The District shall reimburse unit members for the reasonable cost of personal property with a value greater than \$500 that is stolen or damaged and is properly documented as stolen or damaged as a result of the District’s negligence.