

*Clackamas Education
Service District*

Classified

2025-2028
Collective Bargaining
Agreement

Between
Clackamas ESD Board of Directors
and
Clackamas ESD Employees Association



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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.

E. State and Federal Requirements

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

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 A1, A2, and A3 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 shall serve a probationary period of six months beginning with the employee's first day of work as a bargaining unit member exclusive of winter and summer break periods for employees on school-year based calendars.

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, their 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, their 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. Their 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 District 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. The District will schedule one hour of continuous time for Association use during the District in-service all staff meeting. Every effort will be made to schedule this meeting between 8:00 a.m. and 12:00 p.m.

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 a prominent location 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 to 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.

The Association shall have thirty minutes to present to new employees during the District's new employee orientation. The District will schedule new employee orientation as least twice per year.

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 Release Time

The District agrees to release the Association president or their designee from their contractual duties for a total of fifteen days per contract year.

1. The Association president or their designee shall use this release time for Association work, including representation of Association members. Meetings called in accordance with number 4 listed below will not count toward the fifteen days, 120-hour allotment.
2. The Association and/or president or their 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 the immediate supervisor. 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. Such leave shall not exceed ten days or 80 hours per contract year.

4. The Association president or their designee shall be released from their work responsibilities without loss of pay or charge to the Association whenever the District schedules or agrees to schedule local meetings regarding contract maintenance, or bargaining 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.
2. At the request of the employee, the District shall furnish a printed copy of such records.
3. The District shall maintain employee records as required by public records policy. At the request of a terminated employee, the District shall furnish such records within 45 days of receiving the employee's request.
4. The District may 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. When considering whether to remove documentation of discipline as requested, the Superintendent will consider the nature of the discipline and whether there has been a reoccurrence.
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 their duties or is detrimental to the District's fulfillment of its mission.

D. Complaint Procedure

1. A complaint is any negative remark or criticism made to the ESD against a member. Complaints made by a parent, student, other ESD employee, or other person regarding the performance or behavior 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 ten (10) 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 for any discipline 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 complaint is made orally, the supervisor may commit the complaint to writing.
3. 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.

4. When the District issues discipline as a result of a complaint, the resulting discipline 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.
5. 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.
6. 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 and the employee will receive prior written notice of the investigatory meeting. The notice will include a statement regarding the nature of the complaint, and will inform the employee of the right to bring an Association representative to the 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 (using the designated report form). The immediate supervisor will respond to the report in writing within 10 working days of the receipt including possible steps to address the condition. If an employee is not satisfied with the decision of the supervisor, the employee may appeal the decision to the District safety committee.

The District will have a safety committee which will function in accordance with OR-OSHA administrative rules. The Association will designate at least one member to the safety committee. Safe working conditions will be a standing agenda item for the monthly Labor Management meeting.

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 applied inequitably. 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 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, they may, within seven (7) days after receipt of the written decision by the superintendent, request in writing a grievance hearing before the Board. Such a 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 their 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 their 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 themselves or at their 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, color, national origin, sex, pregnancy, religion, age, veteran status, ability, sexual orientation, marital status, or other protections listed in Board Policy AC, 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 or Work Year as defined in Article 11. A.1 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 and/or non-CESD staff within the affected job classification.
 - b. Lay off employees within the affected job classification who are on a plan of assistance and/or a last chance agreement.
 - 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, they 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, they 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 they meet the qualifications in the current position description and have 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 (7) calendar days of notification of layoff.
4. The district may exclude from layoff up to one employee per contract year through administrative exemption.

D. Component District Pulling Services

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.

E. 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 they are 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 their classification, they waive all rights to recall. The District will contact the employee via email and two phone calls. Upon offer of a recall, the employee must respond within five (5) business days.
4. Laid-off employees on the recall list may request a transfer or promotion to a vacant position as provided in Article 11.1.1.c.
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 their contract year in the position they were 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 they were on when the layoff occurred.

F. Seniority

Seniority shall not be interrupted by a layoff provided the employee returns to work within seven (7) calendar days of notification to return to work or accepts an assignment within seven (7) calendar days with a later start date. Notification shall be by email.

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 their work year reduced below the number of days indicated in Appendix B unless the reduction in force provision is followed.
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 for 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 to 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 their 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 their 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 a 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 their work is completed. Part-time employees shall be granted a 15 minute break during each 3.75 hour work period.

E. Overtime and Compensatory Time

1. 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. Additional work hours or work in excess of scheduled hours or certain positions that require work outside of normal business hours shall be voluntary, and shall be performed only upon direction by a District Manager or Program Supervisor.
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 their 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 a timely manner and an agenda of items attached.

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. Volunteers will be solicited prior to an employee being involuntarily reassigned.
3. Written notice of involuntary reassignment or transfer and the reasons for the transfer 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 five (5) working days prior to the transfer taking effect. Employees will be given notice as soon as practicable. 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 their preference among possible alternative reassignments or transfers, employees will be eligible for mileage reimbursement for the difference in mileage if the new location adds more than 20 miles round trip to their commute.
4. An employee will not be involuntarily reassigned without a prior written notice that includes the rationale describing program need for the reassignment.

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's website 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 timelines.
- c. An employee who wishes to be considered for a vacant position must submit their name and position of interest via an internal application to Human Resource Services before the vacancy closes. This also applies to employees who are on layoff/recall.
- 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 make a reasonable attempt to 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.
- c. The District may advertise a vacancy/new position to the outside during the same time period.

3. Request for Transfer or Promotion to a Vacant or New Position
Employees, including those employees on the recall list, who apply and meet the minimum qualifications, shall be interviewed for the new position along with external applicants selected by the District. For those internal candidates who do not meet the minimum qualifications, hiring managers will reach out to discuss the growth for the employee with the ESD. 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 most senior current employee. Those employees who are not selected will be notified.

4. 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 within one week.
2. Reclassification of current position

Any unit member who has regularly been assigned significant duties not included in their position description may submit a copy of a proposed change in the position description to their immediate supervisor/program coordinator. The supervisor/program coordinator shall respond to the proposed change within 30 calendar 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 Jefferson ESD. If no such comparable position exists within any of the above, labor and management will negotiate a salary. 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.

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 rate of pay at the employee's current step at the higher classification. The new compensation rate will be retroactive to the first day of the temporary assignment.

L. Fingerprinting

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

M. 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.

N. Remote Work

Eligible positions may work remotely, per the guidelines established by the District. Remote workers may be required to work remotely during emergency closures, and some non-remote workers may be required to be on-call to provide services.

ARTICLE 12 - EMPLOYEE EVALUATIONS

- A. All annual evaluations shall be submitted to the Human Resources Office and are guided by the District evaluation policy (Board Policy GDN).
- 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.

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. Employees are responsible for entering their unplanned leaves into the absence management system at least one hour prior to their start time, and to communicate with their supervisor via email, text or phone call. For planned absences in excess of one (1) day, paid leaves shall be requested in the absence management system at least five (5) days in advance.

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 reasons approved under federal and state leave laws and the Oregon Sick Time law including but not limited to child care, parental leave, or the serious health condition of family members as defined by the state and federal paid leaves.
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 state and federal leaves, 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.2. Use of paid sick leave beyond the allowable amount will result in a deduction from the employee's gross wages on their 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.
9. Upon resignation from the District, an employee may cash out up to five sick days at the employee's regular rate of pay if those days have been earned and remain as accrued days on the last day of work.

B. Family Medical Leave Act/Oregon Family Leave Act/Paid Leave Oregon

An employee who is on an approved FMLA/OFLA/PLO leave may use sick leave, personal business/emergency leave, and/or vacation. An employee who is on approved FMLA/OFLA/PLO 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 to include intermittent leave;
 - 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 they are 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. The employee may receive no more than sixty (60) days from the sick leave bank.
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) or eight (8) 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. This language shall be waived if an employee was on an authorized leave during the month of September.
 - 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.
 - f. If an employee was on an authorized leave during the month of September, 4.a, b, and c above shall be waived.
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, up to two family members, will be allowed for death in the family as defined by the Oregon Family Leave Act (OFLA). In order to be eligible for bereavement paid leave, you are required to input the name of the family member, and the relationship to the family member.

An employee may take an additional five (5) days of leave, per OFLA guidelines, for which they may use additional leave, to include unpaid and/or accrued paid leaves, for a covered family member. The total time is limited to two weeks per family member with a maximum of four weeks in a given leave year. Special circumstances may be granted, depending on the situation and on a case-by-case basis, as approved by Human Resources.

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. The Superintendent may

designate certain dates during which personal business may not be available.

- 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 are situations that cannot be taken care of outside the employee's regular assigned working hours. Personal business may include, but is not limited to, religious observance, conducting business that must occur during scheduled working hours, and if all sick leave has been exhausted.
- 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, either personal business or emergency must be identified as the reason for the leave. Personal business/emergency leave shall not be used to extend scheduled recess periods for recreational purposes.
- 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, parent-in-laws, or sibling-in-laws.
- e. Employees shall be compensated at a rate equal to 100% 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 their regular pay for up to 15 days in addition to any pay which they 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. Benefits will be provided per federal and state guidelines.

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. On the Job Injury and Illness

In the event of a work related injury/illness, the three day waiting period would need to be covered by the employee's accrued leave, pursuant to state and federal guidelines. 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 their 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.

K. Paid Leave Oregon

1. Beginning July 1, 2024, the District will permit an employee to use all or a portion of paid sick time, vacation leave, or any other paid leave earned by the employee in addition to receiving paid family and medical leave benefits at their discretion during a period of leave taken for family leave, medical leave or safe leave.
2. District employees are responsible for entering the appropriate paid leave in the absence management system to be paid for this time.

ARTICLE 14 - UNPAID LEAVES OF ABSENCE

The use of unpaid leave is discouraged. If extenuating circumstances necessitate a need, a request for unpaid leave form must be completed, and approved by the employee's direct supervisor and final approval from Human Resources. If unpaid leave is taken without approval it will be addressed via a progressive discipline process. If an employee has a common life event (marriage, graduation, anniversary celebration, etc) the employee may request an unpaid leave of absence 30 days in advance of the request. If the request is denied by their supervisor, an employee may appeal to the Superintendent.

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 Human Resources Director 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 federal and state programs and who has

exhausted all eligible paid leave may apply for a medical leave of absence without pay. Such a request must be submitted in writing when it is evident that the employee will need to be absent for more than for the time allowed under the applicable federal and state programs.

2. 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 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 maintain their 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 a comparable position within the same pay classification, as assigned by the District.

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. Sunnybrook Employees

For an emergency closure, a delayed opening, and/or early closing, supervisors may request office-based classified staff who are on a calendar with 200 or more days, and are equipped to work remotely, to work remotely as directed, at their regular pay, with no eligibility for emergency closure or other additional pay.

For an emergency closure, a delayed opening, and/or early closing of the building, if office-based classified staff who are on a calendar with 200 or more days, are scheduled to work remotely that day, they will follow their regular remote schedule for the day, or as directed, and will be paid their regular pay, with no eligibility for emergency closure or other additional pay. If office-based classified staff are not scheduled to work remotely that day, supervisors may request office-based classified staff to work remotely during the emergency closure, delayed opening and/or early closure, at their regular rate of pay, with no eligibility for emergency closure or other additional pay.

If the office-based classified staff member is unable to work due to a power outage, wildfire evacuation, or other reason related to the weather, they may be eligible for emergency closure pay with proof of extenuating circumstances submitted to their supervisor.

If there is a known weather risk, staff who are equipped to work remotely are expected to take their laptop and accessories home and be on call, available to work per their supervisor instructions.

D. School-Based Employees

School-based employees shall observe the same closure days as determined by the district where their classroom(s) 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. 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 their regular daily rate.

E. Itinerant and Other Designated Employees

Employees who serve multiple locations, including home visitors and community consultants, and other designated employees will not work during emergency closures, delayed openings or early closing when the districts containing the sites they serve are not open. If an Itinerant Employee's schedule is not specific enough to determine where they would be working that particular day or portion of a day, they should consult with their supervisor regarding whether and where they should work. If the ESD reschedules any emergency closure days that the ESD employees did not work, employees shall work the rescheduled days without additional pay. The ESD shall give Itinerant 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.

F. Employees will not be charged (accrued paid) leave time on days when employees are not required to report to work because of emergency closure.

G. If three or fewer days are not worked because of emergency closure, those days will not be required to be made up (unless required by a host district or necessary to comply with grant or other legal requirements such as IFSPs and IEPs as determined by the District). For employees who are scheduled to work 12 months, no days will be required to be made up. For employees who are scheduled to work less than 12 months, make up days will be rescheduled after input from the Association.

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
 - Martin Luther King, Jr. Day (third Monday in January)
 - Juneteenth – paid holiday for all classifications in Appendix B listed as 12 month.
- a. All employees shall be paid these holidays, provided 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:
- 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.

The following positions in the Technology department are exempt from Article 16.2.a: Systems Infrastructure Engineer (I, II, and III), Network Engineer, and Telecommunications Engineer.

This agreement recognizes the need to provide seamless technology services to our cooperating districts, who may or may not be in operation during winter and spring breaks.

- b. The leap year non-contract day will be resolved in labor-management by mutual agreement.

B. Vacations

1. All office-based employees (Appendix B) 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. 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.
3. No accumulation shall be made beyond 180 hours of accrued vacation leave for employees 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.
4. 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.
5. Any employee who is laid off, retired or terminated from the service of the employer for any reason, or their 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.

ARTICLE 17 - DUES AND PAYROLL DEDUCTIONS

A. Association Dues Deduction

1. Dues Deduction Authorization

- a. Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District will enact dues deduction changes on the pay period following notification.
- b. Local Association dues shall be deducted from the September paycheck for dues paying members. Newly hired dues paying members shall have local Association dues deducted from their first paycheck in a manner consistent with District and Association practice. The CESDEA dues will be paid directly to the CESDEA Treasurer.
- c. OEA and NEA dues shall be deducted, from dues paying members, in approximately equal amounts each pay period, October through June. Deductions for employees who join the Association after the beginning of the school year will be prorated.
- d. Within ten (10) work days after each pay period, the District shall send the Association a spreadsheet register of the NEA/OEA/CESDEA dues, including voluntary Association contributions, deducted from each member's paycheck. Within ten (10) work days after each pay period, the District shall send to OEA, in a single payment, the combined OEA/NEA dues, including voluntary Association contributions, deducted for the month.

2. Employee list

Each month the District will provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the district employee ID number, hire date, FTE, classification or position title, worksite, position

on the salary schedule, mailing address, and primary phone number. Whenever a new employee is hired into the bargaining unit, the District will provide the above information within thirty-one (31) calendar days from the individual's hire date.

3. Change in Employment Status

The District will notify the OEA Membership Specialist in the next employee list when a dues paying member enters unpaid status or changes their name.

B. Hold Harmless and Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

ARTICLE 18 - COMPENSATION

A. Salary Schedule

1. Cost of Living Adjustments (COLA): Effective July 1, 2025, a 3% COLA shall be applied to the 2025-26 salary schedule. Revised Appendix B attached.

Effective July 1, 2026, a 3% COLA shall be applied to the 2025-26 salary schedule. Effective July 1, 2027, a 4% COLA shall be applied to the 2026-27 salary schedule.

Classification and Compensation Adjustments (Effective July 1, 2025):

- a. The LEEP Educational Assistant classification shall be reclassified from Range 13 to Range 15. Step 9 will be added to the salary schedule for Range 15 and will only apply to the LEEP Educational Assistant classification.
- b. The Heron Creek Therapeutic Assistant classification shall be reclassified from Range 14 to Range 16. Step 9 will be added to the salary schedule for Range 16, but will only apply to Heron Creek Functional Therapeutic Assistant classification.
- c. The Heron Creek Therapeutic Intervention Coach shall be reclassified from Range 20 to Range 21
- d. The LEEP Behavior Coach classification shall remain at Range 20.

Classification and Compensation Adjustment (Effective July 1, 2026):

- e. Early Childhood Itinerant Educational Assistants - Range 13 to 14 (bilingual - 14 to 15).
- f. Clerical position: Administrative Assistant I from Range 13 to 14 (bilingual - 14 to 15); Heron Creek Administrative Assistant I from Range 14 to 15 (bilingual - 15 to 16)

2. Effective July of each year, an employee who is not at the maximum step of their salary range and who has been employed for at least half of their 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 their salary range and who received no step increment on July 1 shall receive a longevity payment of one and one-half percent (1.5%) of their 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.
4. Any classification that is listed in Appendix B as bilingual or multilingual, or is listed in the job description as preferred, or is deemed relevant by the supervisor, and the candidate passes the language assessment, will be paid at one pay range higher than the same monolingual classification.

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. 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 reported as 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 payday 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 their wages in 12 equal payments and that employee has completed their employment agreement period, then that employee shall be allowed to continue to receive their her wages in 12 equal payments.
 8. Payroll Errors
 - a. If there is an error on an employee's check resulting in an underpayment of \$100 or more, not the fault of the employee,

the employee must notify payroll within two (2) business days of payday and the correction will be made within two (2) business days after payroll being notified. Any errors reported below \$100, or any errors reported after two (2) business days of payday, will be paid on the following paycheck.

- b. An error in an employee's pay due to an overpayment to the employee may be recovered from the employee. The employee may request to meet with a District administrator to discuss and verify the error and make arrangements, if applicable, for repayment to the District. The District will not deduct money from an employee's check with regard to an overpayment prior to discussion of repayment in an effort to inform the employee of the overpayment. All records pertaining to the overpayment will be made available in a timely manner and copied to the employee prior to discussion of repayment in an effort to inform the employee of the overpayment. The employee may have representation of choice to review materials and records regarding the overpayment. Any District payroll practice resulting in employee overpayment will be discontinued. The employee may return the overpayment to the District in the same manner as received monthly or in a manner mutually agreed upon by both District and employee.

B. Salary Step Placement for Initial Hire

Upon hire, a new employee will be placed at their classification's pay range at the step that reflects their prior experience. Relevant prior experience, as determined by the District, will be given 1 to 1 credit up to Step 4. Review of relevant prior experience will be a standing agenda item at labor/management.

C. 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. For the reclassification of a current position, if the new range is higher, the employee will be placed on the schedule at the same step as the employee's current range and will advance through the steps in the same manner as if on the previous range.

2. For transfers or promotion to a new position, if the new range is higher, an employee will be placed on the salary schedule at the same step as the employee's current range, and will advance through the steps in the same manner as if on the previous range.
3. 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.
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.

D. Call Back Status

When an employee is called back to their worksite by their supervisor (or designee) after the employee's normal shift(s), they 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.

E. 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.

F. 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 - 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 memberships 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 their director. The department director shall review applications and indicate their approval or disapproval. All decisions of the department director are subject to review by the Director of Human Resources.
- C. Employees will be allocated professional development reimbursement funding at the rate of \$500.00 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. Beginning July 1, 2023, a staff member must choose a path for professional development from either the Professional Development Fund (Article 20.F.1) or the Career Ladder Fund (Article 20.F.2).

1. Professional Development Fund

- a. The District will allocate an additional \$10,000 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. Five thousand dollars (\$5,000) of the Professional Development fund will be available for employees taking workshops or courses scheduled July through December. The remaining \$5,000 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 waitlist.
- c. During the process in F.1 , no employee will receive an initial professional development allocation of more than \$1,500. However, after the process in F.1. has been completed, if funds remain, recipient employees may submit requests to receive additional reimbursement from the remaining funds. The District will contact all staff who have received a reimbursement informing them funds remain in the professional development allocation. In the event that the requests exceed the amount of the remaining funds, then requests will be funded at a prorated level, (i.e. the balance of the remaining funds divided by the number of requests to a maximum of the recipient employee's request.

2. Career Ladder Fund:

- a. The District will allocate an additional \$15,000 to a Career Ladder Fund that will be available to employees who are earning credit towards a degree or certification that would potentially allow them to work in a licensed position for the District. If a question arises regarding whether a request meets the standard for reimbursement under the Career Ladder Fund, a joint labor-management committee will determine whether to grant the request. If an employee completes a degree or certification that would allow them to work in a licensed position with the ESD, and the ESD hires that person, the person will receive \$5,000 to pay for student loans reimbursement per year for up to three years with appropriate verification.
- b. Seven thousand five hundred (\$7,500) of the Career Ladder Fund will be available for employees taking workshops or courses scheduled July through December. The remaining \$7,500 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 waitlist.

- c. There are no minimum hours and/or employment duration criteria required for the Career Ladder Fund.
 - d. The Career Ladder Funds are not available to employees for past debt prior to employment with CESD.
 - e. For employees requesting the \$5,000 for student loans reimbursement, an employee will: 1) be required to complete an application and be approved by a joint labor-management committee; 2) commit to one year of employment per annual funds accessed; and 3) be paid at the end of the completed year of employment.
 - f. The initial annual limit for the Career Ladder Fund is \$3,000, which includes the initial \$500 available to all staff, plus \$2,500. The form will provide an option for staff to access the \$2,500 all at once, or \$1,250 per semester. For classified staff who are pursuing a teaching license to become a licensed TSPC educator, they will be eligible to use the Career Ladder funds for the licensing fees while they are a classified staff member. This does not apply to other classified staff whose positions require a license. However, Classified staff pursuing an Early Learning Teaching Certificate will be able to request Career Ladder funds at 50% of the allotment.
 - g. Staff accessing the Professional Development Fund or Career Ladder Fund will be eligible to request the surplus funds in June, via a request form, and eligible employees will be paid at the end of July.
- G. The professional development reimbursement cycle shall run from July 1 through June 30 of the following calendar 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 20 - INSURANCE

A. Benefits

1. The District shall offer a benefit package using a Flexible Spending Account 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 Flexible Spending Account 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 OEBC.
3. For the term of this agreement the District will offer the insurance plans as agreed to by the District Insurance Committee.
4. For the 2025-2026 plan years the District contribution per employee per month for non- HRA insurance plans including medical, dental, and vision will be:
 - a. \$2,071.03 for Full-Family
 - b. \$1,606.05 for Employee + Spouse
 - c. \$1,419.18 for Employee + Children
 - d. \$861.59 for Employee Only

Beginning July 1, 2026, the District contribution per employee per month for non- HRA insurance plans including medical, dental, and Vision will be increased 3% per year of this agreement.

Beginning with 2026-27:

- a. \$2,133 for Full-Family
- b. \$1,654 for Employee + Spouse
- c. \$1,462 for Employee + Children
- d. \$887 for Employee Only

Beginning with 2027-28:

- e. \$2,197 for Full-Family
- f. \$1,704 for Employee + Spouse
- g. \$1,506 for Employee + Children
- h. \$914 for Employee Only

5. For the 2025-2028 plan year the District will pay the insurance premium costs for medical, dental, and vision and will make the following annual contribution to the employee owned/district funded HRA plan:
 - a. Moda Plan 4 or 5
 - i. Full Family \$3,900.00
 - ii. Two-Party \$2,600.00
 - iii. Employee Only \$1,300.00
 - b. Kaiser Plan 2
 - i. Full Family \$2,550.00
 - ii. Two-Party \$1,700.00
 - iii. Employee Only \$850.00
 - c. Kaiser Plan 3
 - i. Employee & 1 or More \$4,800.00
 - ii. Employee Only \$2,400.00

6. The District contribution will be prorated as follows:
 - a. Less than 18 hours per week: 0%*
 - b. 18-22.5 hours per week: 50%*
 - c. Greater than 22.5 hours per week, but less than 30 hours per week: 70%*
 - d. 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.

7. 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.

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

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.

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 providing annual evidence of coverage in another plan. The waiver option is not applicable to any of the other insurance covered under this article. If an employee who was previously enrolled in medical, dental, disability, or life insurance, fails to either enroll in a plan or waive the District's medical insurance, the District will enroll the employee in the plan(s) most similar to the plans the employee selected the previous year. If an employee who has not previously carried any insurance with the District fails to either enroll in a plan or waive the District's medical insurance, the District will enroll the employee in the lowest cost plan available to the employee.

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 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 21 - 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 22 - 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 23 - 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 any time 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 24 - TERMS OF AGREEMENT

The Agreement shall be effective and shall remain in full force from July 1, 2025 to June 30, 2028.

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

This includes the 2026-27 & 2027-28 re-opener negotiation on Article 18 Compensation and Article 21 Insurance, for the remainder of this agreement, to take effect July 1, 2026.

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

FOR THE ASSOCIATION

FOR THE DISTRICT

Beth Strand 06/24/2026

Signature/Date

Linda Brown 06/17/26

Signature/Date

APPENDIX A

Clackamas Education Service District
2025-2026 Classified Employee
Hourly Pay Schedule

| Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| 11 | \$19.90 | \$20.26 | \$20.94 | \$21.77 | \$22.51 | \$23.27 | \$24.08 | \$24.94 | - |
| 12 | \$20.47 | \$20.82 | \$21.50 | \$22.25 | \$23.06 | \$23.92 | \$24.72 | \$25.53 | - |
| 13 | \$21.55 | \$21.91 | \$22.61 | \$23.39 | \$24.17 | \$24.99 | \$25.98 | \$26.80 | \$27.60* |
| 14 | \$22.56 | \$22.94 | \$23.76 | \$24.64 | \$25.46 | \$26.33 | \$27.25 | \$28.25 | \$29.10* |
| 15 | \$23.72 | \$24.09 | \$24.95 | \$25.77 | \$26.74 | \$27.66 | \$28.63 | \$29.61 | \$30.36* |
| 16 | \$24.93 | \$25.34 | \$26.22 | \$27.11 | \$28.10 | \$29.07 | \$30.15 | \$31.16 | \$32.18* |
| 17 | \$26.15 | \$26.59 | \$27.56 | \$28.48 | \$29.55 | \$30.50 | \$31.62 | \$32.71 | - |
| 18 | \$27.40 | \$27.87 | \$28.86 | \$29.85 | \$30.93 | \$32.00 | \$33.14 | \$34.29 | - |
| 19 | \$28.81 | \$29.31 | \$30.32 | \$31.38 | \$32.48 | \$33.65 | \$34.77 | \$35.98 | - |
| 20 | \$30.24 | \$30.78 | \$31.82 | \$32.93 | \$34.13 | \$35.26 | \$36.50 | \$37.76 | - |
| 21 | \$31.80 | \$32.35 | \$33.46 | \$34.57 | \$35.80 | \$37.04 | \$38.33 | \$39.68 | - |
| 22 | \$33.28 | \$33.87 | \$35.10 | \$36.31 | \$37.60 | \$38.95 | \$40.30 | \$41.66 | - |
| 23 | \$35.05 | \$35.67 | \$36.85 | \$38.14 | \$39.51 | \$40.88 | \$42.29 | \$43.75 | - |
| 24 | \$36.74 | \$37.39 | \$38.73 | \$40.07 | \$41.45 | \$42.95 | \$44.41 | \$45.91 | - |
| 25 | \$38.54 | \$39.20 | \$40.58 | \$42.00 | \$43.50 | \$45.03 | \$46.67 | \$48.28 | - |
| 26 | \$40.45 | \$41.19 | \$42.62 | \$44.17 | \$45.66 | \$47.27 | \$48.86 | \$50.62 | - |
| 27 | \$42.49 | \$43.25 | \$44.77 | \$46.32 | \$47.94 | \$49.65 | \$51.32 | \$53.16 | - |
| 28 | \$44.69 | \$45.45 | \$46.99 | \$48.66 | \$50.36 | \$52.12 | \$53.89 | \$55.81 | - |
| 29 | \$46.90 | \$47.74 | \$49.36 | \$51.09 | \$52.84 | \$54.74 | \$56.58 | \$58.64 | - |
| 30 | \$49.29 | \$50.13 | \$51.82 | \$53.64 | \$55.50 | \$57.48 | \$59.42 | \$61.52 | - |
| 31 | \$51.72 | \$52.64 | \$54.44 | \$56.31 | \$58.28 | \$60.33 | \$62.38 | \$64.62 | - |
| 32 | \$54.29 | \$55.23 | \$57.17 | \$59.14 | \$61.22 | \$63.39 | \$65.49 | \$67.84 | - |
| 33 | \$57.01 | \$58.02 | \$60.06 | \$62.07 | \$64.25 | \$66.57 | \$68.78 | \$71.22 | - |
| 34 | \$59.87 | \$60.91 | \$63.03 | \$65.20 | \$67.47 | \$69.85 | \$72.24 | \$74.79 | - |
| 35 | \$62.84 | \$63.95 | \$66.16 | \$68.43 | \$70.86 | \$73.35 | \$75.85 | \$78.55 | - |

Effective July 1, 2025 - a Cost of Living Adjustment (COLA) increase of 3% was added to the 2024-25 salary schedule. *Step 9 applies to Education Assistants only.

Per Article 18, section B - All Clackamas ESD staff responsible for the 6% Public Employee Retirement System (PERS) employee deduction.

APPENDIX A

Clackamas Education Service District 2026-2027 Classified Employee Hourly Pay Schedule

| Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| 11 | \$20.50 | \$20.87 | \$21.57 | \$22.42 | \$23.19 | \$23.97 | \$24.80 | \$25.69 | - |
| 12 | \$21.08 | \$21.44 | \$22.15 | \$22.92 | \$23.75 | \$24.64 | \$25.46 | \$26.30 | - |
| 13 | \$22.20 | \$22.57 | \$23.29 | \$24.09 | \$24.90 | \$25.74 | \$26.76 | \$27.60 | \$28.43* |
| 14 | \$23.24 | \$23.63 | \$24.47 | \$25.38 | \$26.22 | \$27.12 | \$28.07 | \$29.10 | \$29.97* |
| 15 | \$24.43 | \$24.81 | \$25.70 | \$26.54 | \$27.54 | \$28.49 | \$29.49 | \$30.50 | \$31.27* |
| 16 | \$25.68 | \$26.10 | \$27.01 | \$27.92 | \$28.94 | \$29.94 | \$31.05 | \$32.09 | \$33.15* |
| 17 | \$26.93 | \$27.39 | \$28.39 | \$29.33 | \$30.44 | \$31.42 | \$32.57 | \$33.69 | - |
| 18 | \$28.22 | \$28.71 | \$29.73 | \$30.75 | \$31.86 | \$32.96 | \$34.13 | \$35.32 | - |
| 19 | \$29.67 | \$30.19 | \$31.23 | \$32.32 | \$33.45 | \$34.66 | \$35.81 | \$37.06 | - |
| 20 | \$31.15 | \$31.70 | \$32.77 | \$33.92 | \$35.15 | \$36.32 | \$37.60 | \$38.89 | - |
| 21 | \$32.75 | \$33.32 | \$34.46 | \$35.61 | \$36.87 | \$38.15 | \$39.48 | \$40.87 | - |
| 22 | \$34.28 | \$34.89 | \$36.15 | \$37.40 | \$38.73 | \$40.12 | \$41.51 | \$42.91 | - |
| 23 | \$36.10 | \$36.74 | \$37.96 | \$39.28 | \$40.70 | \$42.11 | \$43.56 | \$45.06 | - |
| 24 | \$37.84 | \$38.51 | \$39.89 | \$41.27 | \$42.69 | \$44.24 | \$45.74 | \$47.29 | - |
| 25 | \$39.70 | \$40.38 | \$41.80 | \$43.26 | \$44.81 | \$46.38 | \$48.07 | \$49.73 | - |
| 26 | \$41.66 | \$42.43 | \$43.90 | \$45.50 | \$47.03 | \$48.69 | \$50.33 | \$52.14 | - |
| 27 | \$43.76 | \$44.55 | \$46.11 | \$47.71 | \$49.38 | \$51.14 | \$52.86 | \$54.75 | - |
| 28 | \$46.03 | \$46.81 | \$48.40 | \$50.12 | \$51.87 | \$53.68 | \$55.51 | \$57.48 | - |
| 29 | \$48.31 | \$49.17 | \$50.84 | \$52.62 | \$54.43 | \$56.38 | \$58.28 | \$60.40 | - |
| 30 | \$50.77 | \$51.63 | \$53.37 | \$55.25 | \$57.17 | \$59.20 | \$61.20 | \$63.37 | - |
| 31 | \$53.27 | \$54.22 | \$56.07 | \$58.00 | \$60.03 | \$62.14 | \$64.25 | \$66.56 | - |
| 32 | \$55.92 | \$56.89 | \$58.89 | \$60.91 | \$63.06 | \$65.29 | \$67.45 | \$69.88 | - |
| 33 | \$58.72 | \$59.76 | \$61.86 | \$63.93 | \$66.18 | \$68.57 | \$70.84 | \$73.36 | - |
| 34 | \$61.67 | \$62.74 | \$64.92 | \$67.16 | \$69.49 | \$71.95 | \$74.41 | \$77.03 | - |
| 35 | \$64.73 | \$65.87 | \$68.14 | \$70.48 | \$72.99 | \$75.55 | \$78.13 | \$80.91 | - |

Effective July 1, 2026 - a Cost of Living Adjustment (COLA) increase of 3% was added to the 2025-26 salary schedule. *Step 9 applies to Education Assistants only.

Per Article 18, section B - All Clackamas ESD staff responsible for the 6% Public Employee Retirement System (PERS) employee deduction.

APPENDIX A

Clackamas Education Service District 2027-2028 Classified Employee Hourly Pay Schedule

| Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| 11 | \$21.32 | \$21.70 | \$22.43 | \$23.32 | \$24.11 | \$24.93 | \$25.79 | \$26.72 | - |
| 12 | \$21.93 | \$22.30 | \$23.03 | \$23.83 | \$24.70 | \$25.62 | \$26.48 | \$27.35 | - |
| 13 | \$23.08 | \$23.47 | \$24.22 | \$25.06 | \$25.89 | \$26.77 | \$27.83 | \$28.71 | \$29.57* |
| 14 | \$24.17 | \$24.57 | \$25.45 | \$26.39 | \$27.27 | \$28.20 | \$29.19 | \$30.26 | \$31.17* |
| 15 | \$25.41 | \$25.81 | \$26.73 | \$27.60 | \$28.64 | \$29.63 | \$30.67 | \$31.72 | \$32.52* |
| 16 | \$26.71 | \$27.14 | \$28.09 | \$29.04 | \$30.10 | \$31.14 | \$32.30 | \$33.38 | \$34.47* |
| 17 | \$28.01 | \$28.48 | \$29.52 | \$30.51 | \$31.65 | \$32.67 | \$33.87 | \$35.04 | - |
| 18 | \$29.35 | \$29.85 | \$30.91 | \$31.98 | \$33.13 | \$34.28 | \$35.50 | \$36.73 | - |
| 19 | \$30.86 | \$31.40 | \$32.48 | \$33.61 | \$34.79 | \$36.05 | \$37.25 | \$38.54 | - |
| 20 | \$32.39 | \$32.97 | \$34.09 | \$35.27 | \$36.56 | \$37.77 | \$39.10 | \$40.45 | - |
| 21 | \$34.06 | \$34.65 | \$35.84 | \$37.03 | \$38.35 | \$39.68 | \$41.06 | \$42.51 | - |
| 22 | \$35.65 | \$36.28 | \$37.60 | \$38.90 | \$40.28 | \$41.72 | \$43.17 | \$44.63 | - |
| 23 | \$37.55 | \$38.21 | \$39.47 | \$40.86 | \$42.32 | \$43.79 | \$45.30 | \$46.87 | - |
| 24 | \$39.36 | \$40.05 | \$41.49 | \$42.92 | \$44.40 | \$46.01 | \$47.57 | \$49.18 | - |
| 25 | \$41.28 | \$41.99 | \$43.47 | \$44.99 | \$46.60 | \$48.24 | \$49.99 | \$51.72 | - |
| 26 | \$43.33 | \$44.12 | \$45.65 | \$47.31 | \$48.91 | \$50.64 | \$52.34 | \$54.22 | - |
| 27 | \$45.52 | \$46.33 | \$47.96 | \$49.62 | \$51.35 | \$53.19 | \$54.97 | \$56.94 | - |
| 28 | \$47.87 | \$48.69 | \$50.34 | \$52.12 | \$53.95 | \$55.83 | \$57.73 | \$59.78 | - |
| 29 | \$50.24 | \$51.14 | \$52.87 | \$54.73 | \$56.60 | \$58.64 | \$60.61 | \$62.82 | - |
| 30 | \$52.80 | \$53.70 | \$55.51 | \$57.46 | \$59.45 | \$61.57 | \$63.65 | \$65.90 | - |
| 31 | \$55.40 | \$56.39 | \$58.32 | \$60.32 | \$62.43 | \$64.63 | \$66.82 | \$69.22 | - |
| 32 | \$58.16 | \$59.16 | \$61.24 | \$63.35 | \$65.58 | \$67.90 | \$70.15 | \$72.67 | - |
| 33 | \$61.07 | \$62.15 | \$64.34 | \$66.49 | \$68.82 | \$71.31 | \$73.68 | \$76.29 | - |
| 34 | \$64.13 | \$65.25 | \$67.52 | \$69.84 | \$72.27 | \$74.82 | \$77.38 | \$80.12 | - |
| 35 | \$67.31 | \$68.50 | \$70.87 | \$73.30 | \$75.91 | \$78.57 | \$81.25 | \$84.14 | - |

Effective July 1, 2027 - a Cost of Living Adjustment (COLA) increase of 4% was added to the 2026-27 salary schedule. *Step 9 applies to Education Assistants only.

Per Article 18, section B - All Clackamas ESD staff responsible for the 6% Public Employee Retirement System (PERS) employee deduction.

APPENDIX B

| GROUP A - Instructional | | | |
|--|---|------------------|---------------------|
| # | Employee Classification | Pay Range | Min^ Days/Yr |
| A2 | LEEP Educational Assistant | 15 | * |
| A3 | LEEP Itinerant Educational Assistant | 16 | |
| A4 | EI/ECSE Itinerant Educational Assistant | 14 | 185 |
| | Preschool Classroom Assistant | 13 | 185 |
| A4b | Bilingual - EI/ECSE Itinerant Educational Assistant | 14 | 185 |
| | Bilingual - Preschool Classroom Assistant | 14 | 185 |
| A6 | Functional Therapeutic Educational Assistant | 16 | 185 |
| A5 | LEEP Assistive Technology Support Specialist | 20 | 185 |
| A7 | Certified Occupational Therapy Assistant (COTA) | | |
| | Early Childhood COTA** | 20 | 185 |
| | LEA Contract COTA** | 20 | * |
| | LEEP COTA** | 20 | * |
| A8 | Certified Occupational Therapy Assistant II (COTA II) | | |
| | Early Childhood COTA** | 22 | 185 |
| | LEA Contract COTA** | 22 | * |
| | LEEP COTA** | 22 | * |
| A9 | Licensed Physical Therapy Assistant (LPTA) | | |
| | Early Childhood LPTA** | 20 | 185 |
| | LEA Contract LPTA** | 20 | * |
| | LEEP LPTA | 20 | * |
| A10 | Speech and Language Pathology Assistant | | |
| | Early Childhood SLPA** | 20 | 185 |
| | SPED SLPA** | 20 | * |
| A11 | Therapeutic Intervention Coach | 21 | 185 |
| | Behavior Coach | 20 | * |
| A12 | CPS Training & Development Specialist | 20 | 185 |
| A13 | Lead Therapeutic Intervention Coach | 25 | 200 |
| A14 | Preschool Lead Teacher | | |
| | Holds an Associate's Degree, or is at Step 9 with ORO | 17 | 185 |
| | Holds a Bachelor's or Higher, or is at Step 10 with ORO | 20 | 185 |
| A15 | Family Visitor, Head Start to Success | 15 | 185 |
| A16 | LEEP Teaching Resident | 21 | 185 |
| A18 | Program Inclusion Specialist HSTS | 22 | 185 |
| <p><i>* 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.</i></p> <p><i>** To be eligible to bump a LEEP COTA, LEEP LPTA, or LEEP SLPA, an EI/ECSE or LEA Contract employee must acquire and maintain NCI behavioral intervention certification.</i></p> | | | |

^ All employees working less than full-time will be prorated

| GROUP B - CLERICAL | | | |
|---------------------------------|--|------------------|--------------------------------|
| 12 Months = Office Based | | | |
| # | Employee Classification | Pay Range | Min[^] Days/Yr |
| B1 | Administrative Assistant I | 14 | 12 months |
| | Administrative Assistant I - Heron Creek Only | 15 | * |
| B1b | Bilingual - Administrative Assistant I | 15 | 12 months |
| | Bilingual - Administrative Assistant I - Heron Creek | 16 | * |
| B2 | Administrative Assistant II | 15 | 12 months |
| | Administrative Assistant II - Heron Creek Only | 16 | * |
| B2b | Bilingual - Administrative Assistant II | 16 | 12 months |
| | Bilingual - Administrative Assistant II - Heron Creek | 17 | * |
| B3 | Administrative Assistant III | 18 | 12 months |
| B3b | Bilingual - Administrative Assistant III | 19 | 12 months |
| B4 | Community Engagement and Referral Assistant | 14 | 12 months |
| B5 | Public Service Support Representative | 14 | 12 months |
| B6 | Student Records and Data Assistant | 15 | 12 months |
| B7 | Youth Employment Specialist - T&L | 15 | 12 months |
| B8 | Education and Career Advisor - T&L | 17 | 12 months |
| | Youth Education & Employment Advisor | 17 | 12 months |
| | Education Re Engagement Advisor - T&L | 17 | 12 months |
| B9 | Program Operations Specialist - T&L | 18 | 12 months |
| B10 | Youth Services Program Specialist - T&L | 21 | 12 months |
| B11 | Outreach and Communication Specialist - Head Start to Success | 18 | 12 months |
| B12 | Quality Improvement Specialist, Child Care Resource & Referral | 17 | 12 months |
| B12b | Bilingual - Quality Improvement Specialist, Child Care Resource & Referral | 18 | 12 months |
| B13b | MEP Preschool Specialist | 19 | 185 |
| | Migrant Regional Recruiter | 17 | 220 |
| | MEP Recruitment and Data Specialist | 19 | 220 |
| B14 | Infant Toddler Specialist | 18 | 12 months |
| B15 | Preschool Promise Coach | 19 | 12 months |
| B16 | Preschool Promise Program Implementation Specialist | 19 | 12 months |
| B16b | Bilingual - Preschool Promise Implementation Specialist | 20 | * |
| B17 | Program Support Specialist (Instructional Calendar) - Head Start to Success | 15 | 185 |
| B18 | Recruitment and Enrollment Specialist (Instructional Calendar) - Head Start to Success | 17 | 185 |
| B18 | Bilingual - Recruitment and Enrollment Specialist (Instructional Calendar) - Head Start to Success | 18 | |
| B19 | Human Resources Administrative Assistant | 18 | 12 months |
| B19 | Bilingual - Human Resources Administrative Assistant | 19 | |
| B20 | CCRR Regional Inclusion Specialist | 19 | 12 months |
| B21 | CCRR Child Care Navigator | 18 | 12 months |

| | | | |
|--|---|------------------|--------------------------------|
| B22 | Infant & Early Childhood Mental Health Specialist | 23 | 12 months |
| <p>* 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.</p> <p>** To be eligible to bump a LEEP COTA, LEEP LPTA, or LEEP SLPA, an EI/ECSE or LEA Contract employee must acquire and maintain NCI behavioral intervention certification.</p> <p>^ All employees working less than full-time will be prorated</p> | | | |
| GROUP C - PRINTING AND GRAPHICS SERVICES | | | |
| # | Employee Classification | Pay Range | Min[^] Days/Yr |
| C1 | Print Lead Copier Technician | 18 | 12 months |
| C2 | Graphics/Copier Technician | 15 | 12 months |
| C5 | Courier | 11 | No Min |
| ^ All employees working less than full-time will be prorated | | | |
| GROUP D - TECHNOLOGY SERVICES | | | |
| # | Employee Classification | Pay Range | Min[^] Days/Yr |
| D1 | BIS Application Developer | 28 | 12 months |
| D2 | Technology Support Analyst I | 23 | 12 months |
| | Technology Support Analyst II | 25 | 12 months |
| | Technology Support Analyst III | 27 | 12 months |
| D3 | Network Engineer | 28 | 12 months |
| D4 | Technology Repair Specialist I | 20 | 12 months |
| | Technology Repair Specialist II | 23 | 12 months |
| D5 | Technology Support Specialist | 20 | 12 months |
| D6 | Student Information System Application Developer | 28 | 12 months |
| D9 | Data Architect | 28 | 12 months |
| D10 | Telecommunications Engineer | 25 | 12 months |
| D11 | System Application Analyst I | 26 | 12 months |
| | System Application Analyst II | 28 | 12 months |
| | System Application Analyst III | 30 | 12 months |
| D12 | System Infrastructure Engineer I | 23 | 12 months |
| | System Infrastructure Engineer II | 25 | 12 months |
| | System Infrastructure Engineer III | 29 | 12 months |
| D13 | Customer Support Rep I | 19 | 12 months |
| | Customer Support Rep II | 21 | 12 months |
| | Customer Support Rep III | 23 | 12 months |
| ^ All employees working less than full-time will be prorated | | | |
| GROUP F - ACCOUNTING | | | |
| # | Employee Classification | Pay Range | Min[^] Days/Yr |
| F2 | Accounting Specialist | 19 | 12 months |
| ^ All employees working less than full-time will be prorated | | | |
| GROUP G - CLIENT TECHNICAL SUPPORT | | | |
| # | Employee Classification | Pay Range | Min[^] Days/Yr |

| | | | |
|---|---|----|-----------|
| G2 | Medicaid Support Assistant | 17 | 12 months |
| G3 | Medicaid Support Specialist | 19 | 12 months |
| G5 | Crisis Prevention and Response Specialist | 22 | 12 months |
| G7 | Training Specialist, Child Care Resource & Referral | 24 | 12 months |
| G8 | Research Analyst I - T&L | 23 | 12 months |
| | Research Analyst II - T&L | 25 | 12 months |
| | Research Analyst III - T&L | 28 | 12 months |
| <i>^ All employees working less than full-time will be prorated</i> | | | |