

**Columbia Gorge Education Service District**

**and**

**Columbia Gorge ESD Education Association**

**July 1, 2019 – June 30, 2021**

**Agreement**

# Table of Contents

Preface.....	1
Article 1 – Recognition.....	1
Article 2 – Management Rights .....	1
Article 3 – Association Rights .....	3
Article 4 – Discipline/Dismissal .....	4
Article 5 – Compensation .....	5
Article 6 – Insurance .....	10
Article 7 – Layoff.....	11
Article 8 – Personnel Files .....	14
Article 9 – Work Year.....	15
Article 10 – Leaves and Holidays .....	15
Article 11 – Dues and Payroll Deductions.....	19
Article 12 – Continuity of Employment .....	21
Article 13 – Funding .....	21
Article 14 – Interim Bargaining.....	22
Article 15 – Employee Evaluations .....	22
Article 16 – Grievance Procedure.....	24
Article 17 – Complaint Procedure .....	26
Article 18 – Tuition Reimbursement .....	27
Article 19 -- Miscellaneous.....	28
Article 20 – Labor Relations Committee .....	29
Term of Agreement.....	29
Signatures.....	29
Appendix A-1.....	30
Appendix A-2.....	32
Appendix A-3.....	34
MOU .....	36

## **Preface**

This agreement is entered into this 1st day of July 2019, by and between the Columbia Gorge Education Service District Education Association, hereafter called the “Association”, affiliated with the Oregon Education Association and the National Education Association, and the Columbia Gorge Education Service District, Wasco County, Oregon, hereafter called the “District” or the “Board”.

WHEREAS the District has a statutory obligation to negotiate under the laws as requested by the Association as the representatives of the members of the bargaining unit; and

WHEREAS the parties, in consideration thereof, agree the following are all hereby agreed as pertinent parts of this Agreement.

## **Article 1 – Recognition**

A. The District recognizes the Association as the sole bargaining representative for all regular full-time and part-time licensed and classified employees of Columbia Gorge Education Service District who regularly work twenty (20) hours a week or more (760 or hours per year), except as otherwise specifically excluded herein.

### **B. Exclusions**

Specifically excluded from this contract are all administrators, supervisory and confidential employees, other part-time employees, temporary employees, and substitute employees.

1. For purpose of this Agreement, other part-time employees are defined as those hired for less than twenty (20) hours per week or 760 hours per year. Substitute hours shall not apply towards these hours/days.
2. Temporary employees are defined as those employees hired for special assignments or projects whose length of service is one (1) year or less.
3. Substitute employees are defined as those hired to temporarily replace bargaining unit employees who are on an approved paid or unpaid leave of absence.

## **Article 2 – Management Rights**

A. The District on its own behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Oregon. All rights reserved herein are subject to the obligations found elsewhere in the labor agreement. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

1. The executive management and administrative control of the Education Service District and its properties and facilities;

2. The hiring of all bargaining unit members and the right to determine their qualifications and the conditions of their continued employment or their discipline, dismissal, demotion, promotion or transfer;
3. The right of assignment and direction of work of all of its personnel, determination of the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
4. The right to establish the work schedule;
5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
6. Adopt reasonable rules and regulations;
7. Determine the qualifications of bargaining unit members, including physical conditions;
8. Determine the location or relocation of its facilities, including the establishment or relocation of new buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
9. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations; and
12. Determine the policy affecting the selection, testing or training of bargaining unit members providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the State of Oregon.

The right to contract out, after notifying the Association that administration has prepared any cost analysis required under ORS 279B.030 et seq., and has determined to recommend to the Board that the duties performed by a class of employees should be contracted out. Notice to the Association shall be given at least thirty (30) calendar days before the recommendation to the Board. In the event the District determines to exercise its right to contract out, notice will be provided to the Association and the parties will negotiate over the impact per Article 15.

### **Article 3 – Association Rights**

#### **A. Association Leave**

The Association will be granted ten (10) days of Association leave with pay per year. The Association will pay the cost of the substitute.

#### **B. Right to Information**

The District agrees to provide, upon request, statutorily mandated information necessary to function as the exclusive bargaining representative. The Association agrees to pay reasonable costs of collecting and reproducing materials. By October 1 of each year, the District shall provide to the Association a list of each employee in the bargaining unit (active members, fee payers, and non-members) that includes first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, dues deductions, residential address, and residential phone number. For every bargaining unit member hired after October 1, The District shall provide such information within thirty (30) days of hire.

#### **C. Non-Discrimination**

The District certifies it will not discriminate against any member of the bargaining unit on the basis of race, color, national origin, religion, sex, age, disability, marital status, sexual orientation or participation in union activities, including discrimination on such basis of any other persons with whom the individual associates.

#### **D. Right to Use of 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.

Association-designated representatives shall be allowed to conduct association business inside District work locations, provided that the business does not occur during student contact time, does not interfere with District operations and provided that the representative notifies the office of their presence. Association representatives employed by the District shall conduct union business (other than incidental interactions and meetings with administrators) during non-duty times.

#### **E. Equipment: The Association shall have the right to use District facilities and equipment, including email, 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.**

All Association use of District facilities, technology, and equipment provided for in this Article will be subject to all applicable Board policies and laws.

F. New Hires

The Association will be notified of new hires at least one week prior to new member orientation (or a new employee's first day of work if no orientation is scheduled). The Association will be given up to one hour of time during the orientation meeting for new employees. If no formal orientation is offered to new hires, the Association will be allowed one hour of work time to orient new employees to the Association.

G. Staff Meetings

The Association shall be provided a minimum of fifteen (15) minutes after any District-wide staff meeting or in-service to conduct members-only business.

**Article 4 – Discipline/Dismissal**

A. Definitions

1. Probationary classified employee: classified employees who have worked 180 consecutive calendar days or less.
2. Probationary licensed employee (non-TSPC licensed): A licensed employee who has worked less than 1 year and does not have the ability to appeal terminations to the Fair Dismissal Appeals Board.
3. Probationary teacher: any teacher who is not a contract teacher.

B. This article does not apply to:

1. Formal evaluations; or
2. Assignments to or retention in extra-duty assignments or extended contract time.
3. The non-renewal of probationary licensed employees, the dismissal of probationary licensed employees who are not covered by the Fair Dismissals Law and dismissal of probationary classified employees; or
4. The non-renewal of temporary employees; or
5. Dismissals covered by Fair Dismissals Law.

C. The Association recognizes the right of the Board to establish and enforce reasonable rules and regulations not in conflict with this Agreement and to discipline bargaining unit members. No bargaining unit member will be disciplined without due process.

For the purpose of this Article, due process shall consist of notice of the violation(s), information forming the basis for disciplinary action and an opportunity to discuss the matter with the bargaining unit member's supervisor within five (5) work days of notice of the violation(s) and an opportunity to have a hearing before the Board of Directors where the reasonableness of the actions shall be reviewed.

The District shall inform employees of performance and conduct expectations as outlined in job description and Board policy.

Prior to discipline, the District shall investigate alleged misconduct. The investigation shall be conducted fairly and any discipline shall be based on evidence obtained during the investigation. The District will apply rules equitably and reasonably, must prove the alleged offense occurred and follow progressive discipline, with the understanding that some offenses are so severe that progressive discipline is not necessary.

**D. Right to Representation**

An employee shall have the right to have an Association representative present at any investigatory interview with their supervisor or the Board, which he/she reasonably believes might result in disciplinary action. If the employee requests representation, he/she shall be given reasonable time to secure such representation.

E. The District retains the right to suspend a licensed employee pursuant to ORS 342.805 to 342.955.

F. Written reasons for suspension or termination shall be furnished by the District.

**Article 5 – Compensation**

**A. Salary Schedule**

The basic salaries of bargaining unit members covered by this Agreement shall be set forth in Appendix A-1 and A-2 and by this reference are incorporated into this Agreement.

Appendix A-1 shall be increased by 2 percent in 2019-20 and 2% in 2020-21.

Appendix A-2 shall be increased by 2 percent increase in 2019-20 and 2% in the 2020-21 school year.

A new classification “School Readiness Specialist” shall be added and placed on Range B.

1. 3% bilingual differential will be paid to employees who work in the following departments: migrant, preschool, early intervention/early childhood special education and school improvement and meet the Language Proficiency Requirements for Pay Differential established by the district.
2. All bargaining unit members will have the option of choosing to be paid in twelve (12) equal monthly installments – one for each month of the calendar year or to be paid in ten (10) equal installments of one per month of the school year (September-June). The employee will be paid on the 20th of each month. Should the 20th of a month fall during a scheduled break or recess period when the program or district office is closed, the employee shall be paid on the last working day prior to the 20th. The employee must choose 10 or 12 pay periods prior to the first timesheet due date.

3. Bargaining unit members whose positions are fully or partially funded by outside monies shall be employed subject to the availability of funds. "Outside" monies shall be defined as monies other than local property taxes, state funds received to replace local property taxes, interest and/or other such revenue. Local District contracts, state grants and contracts, federal grants, etc., shall be deemed as "outside" monies. Bargaining unit member's contracts shall be issued subject to this limitation.
4. Any classified employee temporarily assigned to a position on the Classified Salary Schedule, shown as Appendix A-2 of the Agreement, for which a higher level of compensation is warranted than their regular position, shall return to their previous salary schedule placement at the conclusion of the temporary assignment.
5. Step and column movement
  - a. Classified employees who work 120 days or more per school year shall be entitled to a step increase at the beginning of the following school year. Classified employees who work two years at less than 120 days per school year shall be entitled, upon the completion of the second school year, to a full experience increment.
  - b. Licensed Staff
    - i. Step increases – A licensed individual employed 135 or more days in any given year, shall be entitled upon completion of that school year, to a full step increase. The step increase shall be effective July 1 of the subsequent contract year.
    - ii. Column advancement – Column advancement on the salary schedule shall be granted to those licensed employees who have submitted a request for the expectation of advancement by September 15<sup>th</sup> and shall be based upon graduate level professional preparation hours earned prior to the submission of the request. A request for advancement on the salary schedule based upon additional training or license will be implemented the pay period following submission of evidence of completion. Proof (i.e. registration cards, grade report, letter requesting transcripts) must be submitted including official transcripts. A licensed employee who fails to provide official transcripts of credits (grade cards and unofficial transcripts not acceptable) will not be advanced on the salary schedule. Professional workshops applicable to the employee's work assignment may be accepted for salary advancement credit on the licensed salary schedule in lieu of graduate professional preparation course credits. Approval of workshops for future salary advancement credit must be sought at the time the employee registers for the workshop. Twenty hours of workshop credit may be approved for salary advancement credit in lieu of one graduate course credit. Professional workshop hours must be verified with a certificate of completion from the workshop.



## B. Licensed Employees' Initial Placement

Initial placement on the salary schedule by the District shall be based on:

1. Number of years' experience; and
2. Additional hours, including any degrees, earned subsequent to the bargaining unit member's receipt of a teaching certificate, provided such hours or degree(s) are in the applicant's field of study or are of direct benefit to the District.
3. A determination in one case does not constitute a binding past practice to grant such credit in other cases and shall not be subject to challenges by grievance or otherwise.

## C. Classified Employees Initial Placement

Initial placement on the salary schedule by the District shall be based on:

1. Number of years' experience in comparable roles; and
2. Additional hours, including any degrees, provided such hours or degree(s) are in the applicant's field of study or are of direct benefit to the District.
3. The District and the Association shall meet to establish implementation criteria and applicability to current employees.

## D. Public Employee Retirement System

The District agrees to "pick up," the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments paid pursuant to this Section shall be considered as "salary" within the meaning of ORS 238.005(26)(a) and ORS 238A.005(17)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(9) and ORS 238A.130 and shall also be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 238.200. Any amount paid shall be considered employee contributions for all purposes under Chapter 238 and 238A. Pursuant to ORS 238A.335(2)(a), the parties agree that employee compensation has already been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.

In the event that during the life of this agreement it becomes impossible for reason of law, regulation or decision of the court for the District to pick up the six percent (6%) contribution on behalf of members or any portion thereof, or for the District to deposit the full six percent (6%) contribution into the employee account established under ORS 238A.350(2)(a), or if anything in this article shall be construed by a decision of the court as requiring the District to take any action that is contrary to or in violation of any portion of the Oregon PERS statute, the parties shall reopen the agreement for the limited purpose of bargaining Article 5, Section C.

#### E. Coordinator Pay

1. Employees who are responsible for coordinating the work of five (5) or more employees shall be considered coordinators.
2. Employees designated as coordinators will receive an additional stipend equal to eight percent (8%) of the BA Step 0.

#### F. Speech Language Pathologist

1. The Licensed Salary Schedule, shown as Appendix A-1 of the Agreement, shall have the sum of five thousand dollars (\$5,000) added to the salary schedule placement of any employee licensed both as a teacher with Oregon Teacher Standards and Practices Commission and as a board-certified speech language pathologist. Any employee who is a board-certified speech language pathologist but does not have an Oregon Teaching License shall have the sum of three thousand dollars (\$3,000) added to their salary schedule placement.
2. The District agrees to reimburse employees who are assigned SLP duties their ASHA dues upon submission of proof of payment.

#### G. Teacher of Vision Impaired

The Licensed Salary Schedule, shown as Appendix A-1 of the Agreement, shall have the sum of five thousand dollars (\$5,000) added to the salary schedule placement of any employee with Oregon Teacher Standards and Practices Commission licensure as Standard Teaching with Visually Impaired Endorsement or Continuing Teacher License with Vision Impairment Endorsement. Any employee with Oregon Teacher Standards and Practices Commission licensure as Basic Teaching with Visually Impaired Endorsement or Initial Teacher License with Vision Impairment Endorsement shall have the sum of three thousand dollars (\$3,000) added to their salary schedule placement.

#### H. Occupational/Physical Therapists

The Licensed Salary Schedule, shown as Appendix A-1 of the Agreement, shall have the sum of three thousand dollars (\$3,000) added to the salary schedule placement of any employee licensed as a Occupational or Physical Therapist.

#### I. Licensed School Psychologists

The Licensed Salary Schedule, shown as Appendix A-1 of the Agreement, shall have the sum of three thousand dollars (\$3,000) added to the salary schedule placement of any employee licensed as a School Psychologist and working in that role.

- J. All employees of the District who are eligible for overtime compensation shall be compensated as provided below, only when the employee has obtained prior written authorization from his/her immediate supervisor. Overtime compensation will be made in one of two ways upon the recommendation of the supervisor and the approval of the appropriate District-level administrator:
1. Compensatory time off: Eligible employees working in excess of (40) hours per week shall receive compensatory time off at the rate of one and one-half (1 ½) hours for every hour worked in excess of forty (40) hours per week in lieu of overtime pay. Compensatory time may be accrued to a maximum forty (40) hours. Unused compensatory time at June 30 of each year will be paid at the employee's then regular rate of pay.
  2. Overtime pay: Authorized work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for every hour actually worked in excess of forty (40) hours per week, or
  3. Working beyond assigned hours:
    - a. Any work performed beyond an employee's normally assigned hours, but less than forty hours per week, shall be paid at the employee's regular rate of pay.
    - b. The employee and supervisor may agree to "flex" these excess hour(s) to reduce normally assigned hour(s) within the same pay period.
    - c. Flex time earned and used shall be indicated on the employee's timesheet. Time worked beyond an employee's normally assigned hours shall be specifically authorized by the employee's supervisor.

K. Migrant and Other Short Duration Programs

Employment during summer and other short duration programs shall not be considered as continual employment during the regular school year.

1. The salary tables in Appendix A-1 and A-2 shall apply to current employees employed during summer programs. Employees working in short duration programs within their own department will be paid based on their existing classification. The appropriate salary tables shall be applied based on position held (i.e. an employee who works as an IA during the school year works as a teacher during migrant summer school shall be paid under certified salary schedule, Appendix A-1).
2. Current employees shall be given priority to apply for summer migrant positions prior to outside applicants.

## **Article 6 – Insurance**

- A. During the 2019-20 contract year, the District's maximum contribution to employee insurance premiums will be \$1480 per month. Employee insurance program consists of Medical, Dental, Vision and Negotiated Life.
- B. During the 2020-21 contract year, the District's maximum contribution to employee insurance premiums will be \$1550 per month. Employee insurance program consists of Medical, Dental, Vision and Negotiated Life.
- C. For the 2019-20 plan year, the District and Association designate the following as the preferred district medical plans.
  - 1. Moda Medical Plan 5.
  - 2. Members that enroll in the preferred district major medical plan shall also be eligible to participate in a District sponsored group HRA plan. The District will budget \$151.61 per employee into the HRA.
  - 3. Each full-time member enrolling in a preferred medical plan for medical insurance coverage will also be entitled to receive dental vision and life insurance coverage.

The purpose of the group HRA is to provide reimbursements to members enrolled in the preferred district medical plans such that the annual deductible amounts to \$500/\$1000/\$1,500 and the annual out of pocket maximum amounts \$3,300/\$6600/\$9,900. No reimbursement described below is available until after the member and his or her spouse and dependents (if any) have satisfied their portion of the deductible and out of pocket maximum as described in this section.

Group HRA reimbursements are available only for qualifying expenses that are described in the Moda plan 5 certificate of coverage, and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance and medical copays. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the plan. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding Moda plan year (currently October 1 through the following September 30).

- 4. For the 2019-20 plan year, full time members selecting Moda Plan 5 shall receive \$95 for the purchase of dental, vision and life insurance.

Monthly insurance premium costs in excess of the allocations are the responsibility of the member.

- C. The parties may mutually elect to discontinue the Group HRA program described in this Article at the end of any plan year.

- D. For a bargaining unit member to be eligible for the benefits provided in Section A herein, he/she must be regularly scheduled to work for the District an annual average of at least twenty (20) hours per week.

For employees hired after July 1, 2002, who work between 760-1367 hours annually, the District's insurance contribution shall be pro-rated based on their full-time equivalency. For example, the District will contribute 80% of the negotiated District contribution for an employee who is .80 FTE. The District shall continue practices that are superior to this standard.

- E. Bargaining unit members newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carrier on the first day of the month following the month work commenced.
- F. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy retained by the policyholder.
- G. The District and the Association shall jointly select insurance plans made available to members. The District and the Association will sponsor an annual health benefits briefing during the beginning of year orientation for all members.
- H. The District shall provide long term disability insurance for the employee only at no cost to the employee.
- I. The District's obligation towards premium payments as provided herein shall cease on the first day of the month following the month in which the eligible bargaining unit member was no longer employed by the District or the termination date of this Agreement unless the employee continues to receive a monthly salary check.
- J. Non-reimbursed medical expenses and employee contributions toward insurance premiums will be handled through a Section 125 plan.
- K. Insurance coverage for same-sex domestic partners will be subject to the limitations and conditions required by the insurance carrier, applicable statutes and/or court rulings.
- L. The parties agree to reopen Article 6 to successor bargaining under ORS 243.712. The parties agree to waive any notice requirements to begin bargaining and to limit the traditional 150 day minimum bargaining requirement to a period beginning on or about May 15, 2020.

#### **Article 7 – Layoff**

- A. Employees may be laid off as a result of lack of funds or administrative decision, provided that such discontinuance is not for arbitrary or discriminatory reasons. However, the District agrees that any layoffs/recall shall be implemented in accordance with ORS 342.934 as applicable.

## B. Layoff Procedure Instigation

1. When the District determines a reduction in force is necessary as described in Section 7.A, the District will inform the Association of the proposed layoffs and the reasons for the reduction(s). Within seven (7) calendar days from the time the Association is informed of the proposed layoff(s), the Association may notify the District in writing of its concerns with the proposed layoff(s). The Association and the district will review all data about the need for layoff, plan for implementation and discuss the issues concerning the layoffs within 20 calendar days prior to the layoff. Prior to this meeting, the district shall provide the Association with all requested documents.

In the event the Board, in its discretion, determines that a layoff is necessary, the Board will implement layoffs consistent with this agreement and relevant statutes. The District will determine the members to be retained by means of the following criteria:

1. A determination of whether the members to be retained hold the proper license (as applicable) to fill the remaining position(s).
2. A determination of the seniority of the members to be retained; and
3. For employee's subject to the provisions of ORS 342.934, a determination of the competence and/or merit of a member being retained if the Board desires to lay off another member with greater seniority.
  - a. If the District desires to retain a member with less seniority than the member being released under this section, the District will determine that the member being retained has more competence and/or merit than the member with more seniority who is being released.
  - b. A member who has appropriate licensure but does not have recent experience in the subject area or grade level at which they seek to be retained may qualify as competent if they are willing to complete training applicable to that subject matter or grade level. The District shall consider a member's willingness to undergo additional training or pursue additional education in deciding questions of competence.
  - c. For the purpose of this Section, the term "competence" shall be defined as demonstrated ability to teach any grade [at the elementary level] or a subject area [at the secondary level] within the last five years based on successful teacher evaluations (as defined by the Evaluation Handbook) and teaching experience related to the subject area or grade level, or educational attainments but not based solely on being licensed to teach.
  - d. For the purposes of this Section, the term "merit" means the measurement of one employee's ability and effectiveness against the ability and effectiveness of

another employee. Merit will only be considered if the employee is currently on a Program of Assistance for Improvement.

2. Layoff Rights – A licensed unit member who is notified that the position held will be eliminated shall have the right to displace the least senior member in the district whose work the unit member is licensed and/or qualified to perform. A classified unit member who is notified that the position held will be eliminated shall have the right to displace the least senior member in the district within their classification.

#### C. Seniority Computation

1. Seniority will be computed for: licensed employees – based upon the employee's first day of actual service in a licensed position in the district; classified employees based upon the employees first day of service in a bargaining unit position in the district.
2. Seniority shall continue to accumulate when unit members are on approved leaves.
3. Seniority will not be broken by employment by the district in a position outside the bargaining unit. However, such time will not be counted in computing seniority except for time spent in other licensed positions.
4. If two or more employees are found to have equal seniority, the employee to be laid off will be determined by lot.
5. All seniority is lost when a unit member resigns, retires, is dismissed or non-renewed.
6. Licensed unit members who are laid off shall remain eligible for recall and retain all seniority held as of the effective date of layoff for a period of 27 months. Classified unit members who are laid off shall remain eligible for recall and retain all seniority held as of the effective date of layoff for a period of 18 months. Bargaining unit members shall not accrue seniority during the period of layoff.

#### D. Recall Procedures

1. When a unit member is laid off, the district will institute a recall procedure which, when implemented, will ensure that members will be recalled in the reverse order of layoff but only into positions for which they are licensed and/or qualified to hold at the time of the recall. Unit members who obtain additional license endorsements during the time of layoff must bring to Human Resources the amended new license. A copy of the new license will be made and retained in Human Resources for the purpose of insuring that the district has correct license information when a recall is initiated.
2. In the event of recall, the district shall notify a unit member of recall by registered letter at the last address given to the district by the unit member. An employee shall have 10 calendar days from receipt of the letter to notify the district of intent to return and must be able to return within 14 calendar days of receipt of the letter, except as provided by Section 7.D.3.D and 7.D.4. 3. A unit member who is laid off will remain on the recall list for the period defined in Section 7.C.6 unless the unit member:
  - a. Waives recall rights in writing;
  - b. Resigns or retires;

- c. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; or
  - d. Fails to report to work in the position accepted within 14 calendar days after receipt of the notice of recall unless such member is sick or injured, or temporarily employed elsewhere. If the unit member has secured temporary employment elsewhere, 45 calendar days from the date of receipt of the notice will be allowed before being required to report for work.
- 3. Failure to return within 14 calendar days or within 45 calendar days if the unit member is temporarily employed elsewhere will be considered resignation of the member. If a unit member has notified the district of intent to return, but this return is temporarily delayed because of illness, the unit member may remain on the recall list to the end of the time specified in Section 7.C.6 so long as continuing disability is verified by the member's physician and/or physician of the district's choice. 5. All benefits to which a unit member was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the unit member upon return to active employment, and the member will be placed on the proper step of the salary schedule for the current position according to experience and education.
- E. Layoff or Recall Appeal – Any appeal from a decision on layoff or recall shall be solely through the Grievance Procedure, including the option of binding arbitration. Such appeals shall be made on an expedited basis which shall be as follows:
  - 1. The Association shall have 10 calendar days from the time the employee receives written notice of layoff to request expedited arbitration. This request shall be in writing.
  - 2. The Association and the District shall then have 10 calendar days to select an arbitrator. Failing to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month. The results of such appeal shall be final.

## **Article 8 – Personnel Files**

- A. Personnel files and personnel records maintained by building administrators are exempt from disclosure under ORS 192.450, 192.460, 192.502 and 342.850, and by agreement of the Association and the District.
- B. Personnel files for each employee shall be kept in a central location; such files are confidential.
  - 1. Employees will have the right, upon request, to review the contents of their personnel file and to obtain a copy of any documents contained therein.
  - 2. The employee shall not have the right to view confidential letters of reference received by the District.
  - 3. An employee will be entitled to have a representative accompany him or her during such review of the employee's personnel file.



4. The employee will have the right to attach a written statement to any written material placed in the employee's personnel file.
  5. The employee will acknowledge the opportunity to review such material by signing the copy to be filed, with the express understanding that such signature does not signify agreement with the content of the material.
- C. Personnel records (administrator working files), including anecdotal notes pertaining to the supervision and evaluation of employees, may be maintained by the supervising administrator at the school site.
1. These personnel records are exempt from disclosure pursuant to A and B above.
  2. Employees will have the right upon request, to review the contents of the administrator working file and to obtain a copy of any documents contained therein.
  3. The employee will have the right to attach a written statement to any written material placed in the working file maintained by the administrator.

## **Article 9 – Work Year**

The work year for licensed district employees shall be within the confines of the adopted District calendar and will be 190 days. The work year for classified employees in Appendix A-2, classifications A through J, shall be 190 days or less. The work year for classified employees in Appendix A-2, classifications K, L, and M, shall be 230 days or less.

Employees who have extended year contracts will be paid at their per diem rates. Per diem rates for licensed employees is the current yearly rate divided by 190. Per diem rates for classified employees are the employees' current hourly rate. In-service and/or training programs offered by an outside provider, not offered during the normal work year, and required by the District, shall be at a per diem rate for licensed and the currently hourly rate for classified employees agreed upon by the outside provider and the affected employee(s).

Each full-time preschool teacher/teaching associate shall have a minimum of 300 minutes per regular five-day work week for planning and preparation. Preparation time shall be prorated for part-time teachers/teaching associates. Planning and preparation time is defined as time when teachers/teaching associates have no student or parent interaction responsibilities. Planning and preparation time does not include the 15 minutes immediately before or immediately after class hours so teachers can support student arrival or departure, communicate with families (in person or via telephone, text, or email), and communicate with support staff.

## **Article 10 – Leaves and Holidays**

### **A. Leaves**

#### **1. Sick Leave**

- a. All full-time twelve (12) month employees of the District shall be entitled to twelve (12) days (96 hours) of sick leave with pay per year. All other full-time employees

shall be entitled to ten (10) days (80 hours) of sick leave with pay per year. This shall be granted on July 1st of each year.

- b. Sick leave shall accrue at the rate of one (1) day for each full month (172 hours) of completed service, without limit to a maximum accumulation.
- c. Regular employees who work less than full-time shall earn sick leave on a pro-rated basis.
- d. Staff members shall be able to transfer District sick leave as prescribed by and shall be allowed to use accumulated and unused sick leave in accordance with the provisions of ORS 332.507.
- e. All members may utilize accrued sick leave for absence due to illness, bodily injury, disability resulting from pregnancy, or necessary medical or dental care or for any other reason, including absences to care for family members, covered by ORS 659A.159 (Oregon Family Leave act), 653.601 (Oregon Paid Sick Time), ORS 659A.093 (Oregon Military Family Leave act), or ORS 659A.272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking).
- f. "Family member" means an employee's spouse, domestic partner, custodial parent, noncustodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee's domestic partner, an employee's grandparent or grandchild, or a person with whom the employee is or was in a relationship of in loco parentis. "Family member" also includes the biological, adopted, foster child or stepchild of an employee or the child of an employee's same-gender domestic partner. An employee's child in any of these categories may be either a minor or an adult at the time qualifying leave is taken.
- g. If a substitute is hired, sick leave must be used in at least four-hour increments. If no substitute is hired, sick leave may be used in one-hour increments.
- h. As per ORS 332.507 (3) "At the option of the local governing board, sick leave in excess of five (5) consecutive work days shall be allowed only upon certificate of the school employee's attending physician or practitioner that the illness or injury prevents the school employee from working."
- i. Sick Leave Bank
  - 1. A sick leave bank shall be established to provide additional sick leave for employees when:
    - a. An extended absence due to an employee's illness or injury has depleted the employee's available leave;
    - b. The employee provides a statement from a medical practitioner that the employee will be unable to work for at least 30 calendar days;
    - c. A sufficient amount of sick leave remains in the sick leave bank;
    - d. The beneficiary employee is not eligible for disability or workers' compensation benefits; and
    - e. The beneficiary employee has exhausted all other applicable paid leaves.
  - 2. The employee shall notify the Superintendent in writing when he/she is eligible for and needs to access the sick leave bank.

3. The beneficiary employee shall receive paid sick leave at a rate of two (2) days paid for each three (3) days of eligible absence.
4. Membership in the sick leave bank shall be optional and the value of the bank will be based on the hourly rate and corresponding fixed payroll costs associated with donated hours.
  - a. Employees who choose to join the bank must contribute 8 hours (prorated by FTE) of sick leave per fiscal year and must complete a waiver form authorizing the donation.
  - b. Only employees who belong to the bank will be eligible to draw from the bank.
  - c. Employees who want to join the bank must do so by September 30 of each new school year.
  - d. Any employee hired during the school year shall have one (1) month from the date of hire to enroll in the sick leave bank.
  - e. Membership in the sick leave bank shall expire for all employees on September 30 of each year and must be renewed, if desired, as outlined above.
5. The District shall authorize the use of sick leave from the bank on a first come-first served basis to those employees who meet the criteria listed in i.1. 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 a mutual agreement between the District and the Association to allow additional contributions in 8 hour increments (prorated by FTE).
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.

## 2. Military Leave

Military leave shall be allowed as prescribed by ORS 408.240, 408.270 and 408.290.

3. Leave of Absence for Court or Jury Duty An employee shall not suffer loss of compensation when called to serve on a jury or who have been subpoenaed to testify in a job-related case, nor shall time off be charged to vacation or sick leave. The employee's regular salary shall be paid by the District during the period absent for court or jury duty. The employee shall assign to the District any per diem salary received from the Court for performing jury duty.

Upon being excused from jury services during any day, an employee shall immediately return to complete the assignment for the remainder of the regular workday.

The District reserves the right to petition to have the employee exempted from jury duty service if their absence would cause a hardship on the District.

Notwithstanding, this provision shall not apply in any case where the employee or the Association is a complainant in a case against the District.

#### 4. Unpaid Leave

A general unpaid leave of absence of up to one (1) year may be granted to any person covered under this Agreement upon written application to the Board. Application for a year's general leave shall be made by March 15th. Other applications (i.e., paternity leave, family care, etc.) will be made in a timely manner. The Board may choose to allow no more than one (1) employee per department to use this provision at any one time.

#### 5. Return from Leave

All benefits to which an employee was entitled at the time the leave of absence commenced, including (but not limited to) placement on the salary schedule and unused accumulated sick leave, shall be restored to the employee upon his/her return fully as if he/she had never taken said leave. The employee shall be assigned to the same job category held at the time said leave commenced.

#### 6. Personal Leave

A cumulative total of five (5) days per year of paid leave will be allowed. This leave shall not accumulate. Personal leave must be scheduled with the program director as soon as possible, and not later than 24 hours in advance of the leave. Requests for more than two (2) consecutive days of personal leave will require explanation and are subject to the approval of the employee's supervisor. It is not the intent of this section to allow personal leave on the day before or the day after holidays or vacations or the first or last day of the employee's work calendar.

### B. Holidays

The following paid holidays shall be granted: Labor Day; Veteran's Day; Thanksgiving; New Year's Day; Martin Luther King Jr. Day and Memorial Day.

The following six paid holidays shall be granted: Labor Day, Veteran's Day, Thanksgiving, New Year's Day, Martin Luther King Jr. Day and Memorial Day for employees who work up to 219 days per year in their regular work calendar. Employees who work 220 to 234 days per year in their regular work calendar will also receive Christmas as a paid holiday; employees who work 235 days or more in their regular work calendar will also receive Christmas and July 4 as a paid holiday provided the employee works the last scheduled work day before and the first scheduled work day after each holiday.

School employees who are employed on extended contracts would be eligible for additional holidays if the employee is spending time performing duties substantially similar to their regular job. The ESD will notify employees when the contract is extended what, if any,

additional holidays the employee will be eligible to receive.

### C. Emergency Closure Leave

1. All Columbia Gorge ESD employees shall be granted up to three non-accumulative paid days of leave for emergency closure of schools, offices or program facilities for inclement weather or other causes (e.g. natural disaster, mechanical failure, safety issues, etc.).
2. In the event schools, offices or program facilities are closed due to inclement weather, the employees shall not be required to report to work nor shall they suffer a loss in pay or personal leave. However, the District reserves the right to make up any or all school closure days resulting from inclement weather without additional pay to the member.
3. Columbia Gorge ESD employees will follow the delayed start or closure schedule of the location to which they are assigned on the date of a closure, unless directed by the program administrator to report to another location. If the school or program staff has to make up the day, Columbia Gorge ESD employees may also make up the day. Any decision to make up days lost will be made by the Columbia Gorge ESD Board upon recommendation of the superintendent.
4. Employees may use Emergency Closure or personal leave for the portion of the day the facility is closed. If employees are unable to travel safely to work, but the facility is open, they may use Emergency Closure or personal leave.

## **Article 11 – Dues and Payroll Deductions**

### A. Association Dues

#### 1. Dues Deduction Authorization

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 shall enact dues deduction changes on the pay period following a notification.

For any new employee who was an Association member at their prior place of employment, the District shall backdate dues to their hire date.

#### 2. Processing OEA/NEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through the July pay

period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.

3. CGESDEA dues shall be deducted one time annually. CGESDEA dues shall be prorated for members who join or depart employment during the contract year.

4. Remittance of Dues Checks

- a. Data to OEA

Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/CGESDEA dues, including voluntary Association contributions, deducted from each member's paycheck.

- b. Payment to OEA

Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.

- c. Payment to CGESDEA

CGESDEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the CGESDEA Treasurer.

- B. Upon appropriate written deduction authorization, the District shall deduct from the salary of the bargaining unit member and make appropriate remittance for the following approved deductions:

OEA Foundation; OEA PAC; United Way; Insurance Program; Credit Union; TSAs. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members.

- C. The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

- D. 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.

#### E. Employee Information

##### 1. Employee List

Each year, as soon as is practicable, the District shall provide to the OEA Membership Specialist an Excel-compatible report of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and residential phone number. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.

##### 2. Dues Deduction Information

Each month, the District shall provide to the OEA Membership Specialist an Excel-compatible report of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth and annual hours (or FTE) as part of the data forwarded per Section 11.A.4.a.

##### 3. Change in Employment Status

The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

### **Article 12 – Continuity of Employment**

During the term of this Agreement, neither the Association nor its members will cause, authorize, support or participate in any work slow-down, work stoppage, or strike against a local education district. Any bargaining unit member violating this article may be disciplined or discharged by the Columbia Gorge District. 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 13 – Funding**

- A. Both the Association and the District shall mutually agree upon any negotiation re-opener on economic issues (salary, fringe benefits, tuition reimbursement, and extra duty pay).
- B. Whereas the ESD is partially funded through grant programs it may be necessary to discontinue a program due to the discontinuation of funds. The District reserves to itself the right to determine when this necessity exists.

## **Article 14 – Interim Bargaining**

The District must notify the exclusive bargaining representative of anticipated changes in mandatory topics of bargaining.

Within fourteen (14) days after the employer's notification is sent, the exclusive representative may file a demand to bargain. Failure to do so within fourteen (14) days constitutes a waiver, and the employer has no duty to bargain over the change.

If the exclusive representative files a demand to bargain, bargaining must occur in good faith, but cannot continue without mutual agreement beyond the 90th day after the employer's notice of a proposed change is sent.

During the 90-day period of bargaining the parties may jointly agree to mediation, but mediation cannot continue beyond the 90th day after the District's notification was sent to the exclusive bargaining representative.

If no agreement is reached by the parties at the end of the 90-day period, the District is free to implement its final offer, and the Union is free to strike, providing ten (10) days' notice is given to the District.

## **Article 15 – Employee Evaluations**

### **A. Licensed Employees**

#### **1. Pre-Observation Conference**

- a. Employee evaluations will incorporate the provisions of ORS 342.850 and follow currently adopted district policy. In addition, adopted evaluation procedures will not be changed without consultation with the Association.
- b. Each employee to be evaluated shall receive a copy of the evaluation instrument.
- c. Each employee shall receive written copies of any criteria, guidelines or directions being used by their evaluator.

#### **2. Post-Evaluation Conference**

- a. Employees will be given a copy of the written evaluation and will be able to attach a rebuttal to any evaluation.
- b. Written evaluations will be returned to the employee within twenty-one (21) working days from the date of the evaluation.

#### **3. Performance Review**

Employee evaluation shall be based on a review of employee's performance. All evaluations of the work performance of an employee will be conducted openly with the full knowledge of the employee. Results of performance review shall be in writing. Employees shall be provided a copy of the supervisor's observation report. The employee shall be provided an opportunity to respond to the report prior to the report being used in



the final employee evaluation. If the employee chooses to make a written response, the response shall be attached to the report.

#### 4. Mid-Year Review

Mid-year reviews of employee performance will be completed by March 1st if the ESD has concerns regarding the employee's performance.

#### 5. Program of Assistance for Improvement

If significant deficiencies are noted in the formal evaluation process, an employee may be placed on a program of assistance for improvement. A program of assistance for improvement shall be in writing and shall include the following:

- a. The specific District goals and/or objectives not met;
- b. The specific correction that is expected to take place;
- c. The specific assistance to be provided by the District;
- d. The assessment techniques to be used during the observations to measure employee success;
- e. The timeline for improvement;
- f. Conferences with written progress reports (the frequency of the conferences will be established as part of the program of assistance for improvement);
- g. What will occur if the plan is or is not met.
- h. The Association will be notified when an employee is being placed on a program of assistance for improvement. The employee has the right to representation at all steps of the program for improvement.

#### 6. Disputes

Disputes can be resolved through the grievance procedures according to law.

### B. Classified Employees

#### 1. Pre-Observation Conference

- a. Employee evaluations will incorporate job descriptions, employee and supervisor goals and follow currently adopted district policy.
- b. Each employee to be evaluated shall receive a copy of the evaluation instrument.
- c. Each employee shall receive written copies of any criteria, guidelines or directions being used by their evaluator.

#### 2. Post-Evaluation Conference

- a. Employees will be given a copy of the written evaluation and will be able to attach a rebuttal to any evaluation.

- b. Written evaluations will be returned to the employee within twenty-one (21) working days from the date of the evaluation.
- 3. Observation Employee evaluation shall be based on a review of employee's performance.
- 4. Mid-Year Review

Supervisors will provide a mid-year check in prior to January 15th if the supervisor believes that the employee's performance could lead to dismissal. But this will not preclude the ESD from dismissing an employee whose conduct or performance after that date would warrant termination.

#### 5. Program of Assistance for Improvement

If significant deficiencies are noted in the formal evaluation process, an employee may be placed on a program of assistance for improvement. A program of assistance for improvement shall be in writing and shall include the following:

- a. The specific District goals and/or objectives employee goals or job duties not met;
- b. The specific correction that is expected to take place;
- c. The specific assistance to be provided by the District;
- d. The assessment techniques to be used to measure employee success;
- e. The timeline for improvement;
- f. Conferences with written progress reports (the frequency of the conferences will be established as part of the program of assistance for improvement);
- g. What will occur if the plan is or is not met.
- h. The Association will be notified when an employee is being placed on a program of assistance for improvement. The employee has the right to representation at all steps of the program for improvement.

### **Article 16 – Grievance Procedure**

#### **A. Definitions**

- 1. A "grievant" or "aggrieved" shall mean an employee, a group of employees or the Association filing a grievance.
- 2. A "grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving a purported violation or inappropriate application of any provision of this contract.
- 3. A "party in interest" is the person, persons or representatives making the grievance and any person whom might be required to take action or against whom action might be taken in order to resolve the grievance.
- 4. "Days" shall mean employment work days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of this procedure. The "days" mentioned in each step of this procedure can be extended by mutual agreement of the parties involved.

## B. Non-Reprisal

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

## C. Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via regular administrative channels and to have problems adjusted.

## D. Grievance Procedure

All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest, and/or designated representatives as referred to in this article.

All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure the confidentiality of the employee(s). Employees shall have the right to Association representation at all stages of the grievance procedure.

Grievances must be processed within ten (10) working days from the occurrence, or the aggrieved's reasonable first knowledge thereof. The grievance shall be reduced to writing and signed by the aggrieved and shall have the following information:

1. A statement of the grievance and the facts upon which it is based;
2. The remedial action requested; and
3. The section(s) of this Contract to which the grievance relates.

Step 1: Before the grievance process may be started, the aggrieved shall first discuss the grievance with his/her immediate supervisor, with the objective of resolving the matter informally. The supervisor shall make a verbal response to the employee within five (5) days. If the matter is not resolved informally, the aggrieved shall forward a copy of the written formal grievance to the supervisor within seven (7) days. The supervisor shall render a decision within seven (7) days after meeting with the aggrieved and with any Association representative that the aggrieved wishes in attendance. If the grievance is not resolved, it shall, within seven (7) days proceed to Step 2.

Step 2: The grievance, along with all pertinent information, shall be submitted in writing to the Superintendent within seven (7) days of receipt of the Step 1 decision. The Superintendent shall meet with the aggrieved and all other necessary parties of interest at a time mutually agreed upon. Within seven (7) days of such meeting, the Superintendent shall render a written decision. If the grievance is not resolved at this step, the aggrieved shall have seven (7) days to appeal to the Board at Step 3.

Step 3: The grievance, along with all pertinent information, shall be submitted in writing to the Board within seven (7) days of receipt of the Step 2 decision. The Board shall schedule a meeting with the aggrieved and all necessary parties of interest in an Executive Session during a regularly scheduled Board meeting in an attempt to resolve the issue(s). Within seven (7) days of the meeting, the Board shall render a written decision. Failing to reach a mutually agreed upon settlement, or for a continuance of meetings, the aggrieved shall have fifteen (15) days to take the grievance to arbitration, at Step 4.

Step 4: If the grievance is not resolved at Step 3, the Association may appeal the grievance to Arbitration. The Association and the Board shall ask the Employment Relations Board to submit a panel of five (5) arbitrators. The parties shall alternately strike one (1) name from the list until only one (1) name is remaining. The Association shall strike the first name.

The arbitrator shall schedule a hearing on the grievance and after hearing such evidence as the parties wish to present, shall render a written decision within thirty (30) days of the hearing. The arbitrator shall conduct the arbitration hearing using the American Arbitration Association rules and procedures. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this contract. The arbitrator shall have no power to substitute his/her discretion for that of the Board or the Association. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon all parties. All grievances shall first be processed through the grievance procedure. Appeals of the arbitrator's decision will be based on the criteria as stated herein.

The Association and the District will split all costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Each grievance shall be submitted to a separately convened arbitration hearing unless the parties mutually agree to submit more than one grievance at the same hearing. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session. All costs, including but not limited to producing witnesses and evidence, shall be borne by the party incurring such costs, requiring such witnesses, or producing such evidence.

### **Article 17 – Complaint Procedure**

When and if community member(s) wish (es) to register a complaint(s) against an employee, Board members or Administrators will not give credence to that complaint unless a formal written complaint report is submitted and signed.

Complaints shall always be referred to the employee to resolve the complaint prior to any action outlined in this article.

Complaints made by members of the community regarding an employee's performance, which individually or collectively appear to have merit, shall be handled in the following manner:

- A. The employee shall be shown the complaint by his/her immediate supervisor within five (5) working days and given an opportunity to respond.
- B. If the specifics of the complaint(s) are in question, within five (5) working days, a meeting shall be arranged between the employee and the individual or group of individual(s) making the complaint(s), if the employee requests such a meeting and the individual(s) making the complaint(s) are agreeable to such a meeting. The five (5) day meeting requirement may be extended if necessary to bring all the parties to the complaint(s) together. Said meeting shall be for the purpose of arriving at a full understanding of the specifics of the allegation involved.
- C. If the complaint(s) in question is judged to have merit significant enough to possibly affect future employment of the employee in question, the supervisor shall inform the employee of the possible effects, write out the specifics of the complaint(s) and conduct an investigation. If after the investigation the evidence supports the complaint(s), the supervisor will inform the employee of the inclusion of any complaint(s) or mention of the complaint(s) in the employee's personnel file.
- D. The employee shall have the right to provide a written response within five (5) days for placement in the personnel file to any complaint(s) or mention of complaint(s) in his/her personnel file.
- E. If the Superintendent or supervisor do not judge the complaint(s) to have merit or if the District does not initiate the above process, the complaint(s) shall be dismissed and no record shall be made in the personnel file or otherwise.
- F. An appeal of the Superintendent's decision can be made to the Board and scheduled for a regular Board meeting in Executive Session.
- G. The employee has the right to representation at any level of this procedure.

It is the intent of the Board that each step of this procedure be handled as timely and as expeditiously as possible.

### **Article 18 – Tuition Reimbursement**

- A. Reimbursement for college classes and workshop college credits will be limited to the tuition cost of nine (9) college quarter hours per each contracted year of employment as approved in advance in writing by the department director and by the Superintendent. Total agency-wide tuition reimbursement for each fiscal year of this contract will be limited to a maximum of \$7,500. Grant programs will not be required to contribute funds to the \$7,500 unless funding is available without a reduction in the program.
- B. Licensed employees seeking to meet TSPC requirements to qualify for the Professional Teaching License may apply for six (6) additional hours each year. Additional hours may

also be requested by employees on any license where additional coursework is required by TSPC.

C. This Article is further limited as follows:

1. Tuition reimbursed shall not exceed that of the state colleges, universities or regular tuition fees for the school attended. However, it will not exceed the actual amount paid. Receipt or canceled check marked tuition will be required with claim;
2. Classes shall be those leading to a license, degree, endorsements or be directly related to the employee's professional area as approved by the department director and Superintendent;
3. A passing grade must be earned unless the class is non-graded or is for non-credit. Transcript or original grade slips will be required with the request for reimbursement;
4. Course reimbursement per each contracted year of employment shall include fall, winter, spring and summer sessions;
5. Reimbursement for summer school may only be made if the employee reports for work in September following the summer session. Such payment made shall be considered an expense of the previous fiscal year only if completed prior to June 30;
6. Reimbursement for approved courses shall be based on fees as prescribed by the Oregon State System of High Education and the appropriate college/universities tuition schedule during the budget year in which such course work is taken;
7. If approved by the Superintendent with justification, tuition reimbursement from non-state system universities or colleges will be remunerated to the employee at the documented expense. If not approved, it will be remunerated at the Portland State University level or at a level approved by the Superintendent.

### **Article 19 – Miscellaneous**

- A. This Agreement shall supersede any policies, rules, regulations, procedures or practices of the District which are contrary to or inconsistent with its terms.
- B. This Agreement shall not be modified in whole or in part except by an instrument in writing, duly executed by both parties.
- C. Neither the terms of this Agreement nor their application or operation shall compel the local association or the Board to violate any governmental rule, regulation, statute, court order or decree. If any provisions of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members is held to be contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and

effect. Upon written request by either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such a provision.

- D. Any individual contract between the District and an individual employee shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### **Article 20 - Labor Relations Committee**

- A. The superintendent and up to two other District representatives and up to three representatives from the Association will meet during the school year as a means of establishing ongoing communications and sharing of mutual concerns and interests.
- B. The Superintendent and Association representatives shall establish a meeting schedule on an annual basis. Meetings may be monthly or quarterly dependent upon the decision between the parties. Meetings may be canceled by either party if no issues are identified as in need of discussion.
- C. Scheduled meetings will be for the purpose of discussing ongoing labor-management issues necessary to continue the collaborative efforts by both parties. It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment or interpret, modify or amend any provision of this Agreement, nor shall it have authority to adjust grievances.

#### **Term of Agreement**

This agreement shall be effective upon ratification and shall be binding upon the District, the Association and its members, and shall expire June 30, 2021.

Executed this 30<sup>th</sup> day of October 2019, in Wasco County, Oregon, by the undersigned officers by authority of and on behalf of the Columbia Gorge Education Service District Board of Directors and the Columbia Gorge Education Service District Education Association.

#### **Signatures**

For the District:

Paul J. Gastrow  
Board Chair

For the Association:

Shirley DeGrove  
Association President

## Appendix A-1 for 2019-20

### Licensed Salary Schedule Effective July 1, 2019

	1	2	3	4	5	6	7	8
Step	BA	BA+15	BA+30	BA+45	BA+75/MA	MA+15	MA+30	MA+45
1	37,864	39,200	40,532	41,864	43,198	44,527	45,859	47,193
2	39,375	40,709	42,039	43,371	44,707	46,040	47,372	48,706
3	40,885	42,219	43,552	44,884	46,219	47,548	48,880	50,216
4	42,397	43,728	45,063	46,394	47,729	49,059	50,393	51,727
5	43,908	45,240	46,573	47,907	49,239	50,575	51,903	53,234
6	45,416	46,750	48,084	49,416	50,747	52,082	53,417	54,746
7	46,927	48,260	49,592	50,924	52,258	53,592	54,927	56,256
8	48,437	49,769	51,104	52,437	53,769	55,089	56,437	57,766
9		51,282	52,614	53,948	55,282	56,612	57,947	59,276
10		52,790	54,124	55,456	56,791	58,125	59,454	60,788
11		54,302	55,634	56,967	58,300	59,633	60,966	62,299
12			57,148	58,479	59,812	61,143	62,345	63,808
13				59,988	61,320	62,656	63,992	65,322
14				61,500	62,834	64,164	65,499	66,829
15					64,343	65,674	67,011	68,343
16					65,855	67,187	68,519	69,853
17							70,032	71,363

2% COLA from July 1, 2019, Salary Schedule

+\$5,000 for employee with both a **TSPC and SLP** license

+\$3,000 for employee as a **SLP** with no teaching license

+\$5,000 for employee licensed as continuing teacher w/ **Visually Impaired Endorsement**

+\$3,000 for employee licensed as basic or initial teacher w/ **Visually Impaired Endorsement**

+\$3,000 for employee licensed as **Occupational or Physical Therapist**

+\$3,000 for employee licensed as **Occupational or Physical Therapist**



## Appendix A-1 for 2020-21

### Licensed Salary Schedule Effective July 1, 2020

	1	2	3	4	5	6	7	8
Step	BA	BA+15	BA+30	BA+45	BA+75/MA	MA+15	MA+30	MA+45
1	38,621	39,984	41,343	42,701	44,062	45,418	46,776	48,137
2	40,163	41,523	42,880	44,238	45,601	46,961	48,319	49,680
3	41,703	43,063	44,423	45,782	47,143	48,499	49,858	51,220
4	43,245	44,603	45,964	47,322	48,684	50,040	51,401	52,762
5	44,786	46,145	47,504	48,865	50,224	51,587	52,941	54,299
6	46,324	47,685	49,044	50,404	51,762	53,124	54,485	55,841
7	47,866	49,225	50,584	51,942	53,303	54,664	56,026	57,381
8	49,406	50,764	52,126	53,486	54,844	56,191	57,566	58,921
9		52,308	53,666	55,027	56,388	57,744	59,106	60,462
10		53,846	55,206	56,565	57,927	59,288	60,643	62,004
11		55,388	56,747	58,106	59,466	60,826	62,185	63,545
12			58,291	59,649	61,008	62,366	63,724	65,084
13				61,188	62,546	63,909	65,272	66,628
14				62,730	64,091	65,447	66,809	68,166
15					65,630	66,987	68,351	69,710
16					67,172	68,531	69,889	71,250
17							71,433	72,790

2% COLA from July 1, 2019, Salary Schedule

+\$5,000 for employee with both a **TSPC and SLP** license

+\$3,000 for employee as a **SLP** with no teaching license

+\$5,000 for employee licensed as continuing teacher w/ **Visually Impaired Endorsement**

+\$3,000 for employee licensed as basic or initial teacher w/ **Visually Impaired Endorsement**

+\$3,000 for employee licensed as **Occupational or Physical Therapist**

+\$3,000 for employee licensed as **Occupational or Physical Therapist**

## Appendix A-2 for 2019-20

### Classified Salary Schedule Effective July 1, 2019

	Position	1	2	3	4	5	6	7	8
A	Administrative Asst/Asst Bookkeeper/Early Childhood Communication Spec./Early Learning Hub Connections Spec.	19.21	19.97	20.77	21.60	22.47	23.37	24.30	25.27
B	Bilingual Home-School Liaison/ECE/ Graduation-Parent Involvement Specialist	16.10	16.74	17.41	18.11	18.83	19.58	20.37	21.18
C	Bilingual Instructional Asst.	15.50	16.12	16.77	17.44	18.14	18.86	19.62	20.40
D	Maintenance	15.56	16.18	16.82	17.50	18.20	18.93	19.68	20.47
E	Home School Liaison	14.88	15.48	16.10	16.74	17.41	18.11	18.83	19.58
F	Instructional Assistant	14.82	15.41	16.03	16.67	17.34	18.03	18.75	19.50
G	Instructional Assistant Trainee	13.66	14.20						
H	Speech-Language Pathologist Assistant	20.47	21.29	22.14	23.03	23.95	24.91	25.90	26.94
I	Records Specialist	16.15	16.79	17.46	18.16	18.89	19.64	20.43	21.25
J	Teaching Associate	17.14	17.82	18.53	19.28	20.05	20.85	21.68	22.55
K	Technology Specialist/Early Learning Hub Parent Education Coordinator	25.30	26.31	27.36	28.45	29.59	30.78	32.01	33.29
L	Server Administrator/Network Analyst	42.79	44.50	46.28	48.13	50.06	52.06	54.14	56.31
M	Early Learning Hub Coordinator/ Columbia Gorge STEM Hub Coordinator	34.20	35.57	36.99	38.47	40.01	41.61	43.27	45.01

To be eligible to move to the longevity steps, employees must have completed the following years of uninterrupted service.

Step 6	Step 7	Step 8
9 years	13 years	17 years

Salary schedule calculated with 4% between steps.

2% COLA FROM July 1, 2018 Salary Schedule

## Appendix A-2 for 2020-21

### Classified Salary Schedule Effective July 1, 2020

	Position	1	2	3	4	5	6	7	8
A	Administrative Asst/Asst Bookkeeper/Early Childhood Communication Spec./Early Learning Hub Connections Spec.	19.59	20.38	21.19	22.04	22.92	23.84	24.79	25.78
B	Bilingual Home-School Liaison/ECE/ Graduation-Parent Involvement Specialist	16.42	17.08	17.76	18.47	19.21	19.98	20.78	21.61
C	Bilingual Instructional Asst.	15.81	16.44	17.10	17.78	18.50	19.24	20.00	20.80
D	Maintenance	15.87	16.51	17.17	17.85	18.57	19.31	20.08	20.89
E	Home School Liaison	15.18	15.78	16.42	17.07	17.76	18.47	19.20	19.97
F	Instructional Assistant	15.12	15.72	16.35	17.00	17.68	18.39	19.13	19.89
G	Instructional Assistant Trainee	13.93	14.49						
H	Speech-Language Pathologist Assistant	20.88	21.71	22.58	23.49	24.43	25.40	26.42	27.48
I	Records Specialist	16.47	17.13	17.82	18.53	19.27	20.04	20.84	21.68
J	Teaching Associate	17.48	18.18	18.91	19.67	20.45	21.27	22.12	23.01
K	Technology Specialist/Early Learning Hub Parent Education Coordinator	25.81	26.84	27.91	29.03	30.19	31.40	32.65	33.96
L	Server Administrator/Network Analyst	43.65	45.39	47.21	49.10	51.06	53.10	55.23	57.43
M	Early Learning Hub Coordinator/ Columbia Gorge STEM Hub Coordinator	34.88	36.28	37.73	39.24	40.81	42.44	44.14	45.90

To be eligible to move to the longevity steps, employees must have completed the following years of uninterrupted service.

Step 6	Step 7	Step 8
9 years	13 years	17 years

Salary schedule calculated with 4% between steps.

2% COLA from July 1, 2019 Salary Schedule

### Appendix A-3 for 2019-20

#### Technology Salary Schedule Effective July 1, 2019

	Technology Specialist	Server Administrator
1	46,552	78,734
2	48,410	81,880
3	50,342	85,155
4	52,348	88,559
5	54,446	92,110
6	56,635	95,790
7	58,898	99,618
8	61,254	103,610

To be eligible to move to the longevity steps, employees must have completed the following years of uninterrupted service.

Step 6	Step 7	Step 8
9 years	13 years	17 years

Salary schedule calculated with 4% between steps.

2% COLA from July 1, 2019 Salary Schedule

### Appendix A-3 for 2020-21

#### Technology Salary Schedule Effective July 1, 2020

	Technology Specialist	Server Administrator
1	47,490	80,316
2	49,386	83,518
3	51,354	86,866
4	53,415	90,344
5	55,550	93,950
6	57,776	97,704
7	60,076	101,623
8	62,486	105,671

To be eligible to move to the longevity steps, employees must have completed the following years of uninterrupted service.

Step 6	Step 7	Step 8
9 years	13 years	17 years

Salary schedule calculated with 4% between steps.

2% COLA from July 1, 2019 Salary Schedule

## MEMORANDUM OF UNDERSTANDING

1. The Server Administrator/Network Analyst and Technology Specialist classifications shall be classified as salaried and exempt from overtime accrual.
2. The salaries for the 2019-20 contract year shall be the following (based on a 230-day work year). These salaries shall be incorporated into the contract in Appendix A-2 Salaried classified workers.

### Server Administrator/Network Analyst

78,734  
81,880  
85,155  
88,559  
92,110  
95,790  
99,618  
103,610

### Technology Specialist

46,552  
48,410  
50,342  
52,348  
54,446  
56,635  
58,898  
61,254

3. When employees within the Server Administrator/Network Analyst and Technology Specialist classifications are required to work in excess of forty hours in a week, and when they are given written approval in advance, the member will earn compensation time off in an amount equal to the amount of time worked in excess of forty hours during a work week. Flex time will be used within the month in collaboration with the supervision.
4. When monthly hours exceed 40 hours per week, compensation time shall accrue at the rate of one hour for each hour worked beyond 40 hours per week. Compensation time will be documented in 30-minute increments.
5. The member will obtain written approval from their supervisor in advance of accruing compensation time. In the rare event that a member is unable to obtain prior written approval, member shall notify the supervisor as soon thereafter as possible via email, voice mail, text, etc. of the circumstances that required compensatory time.

6. Compensation time off shall be scheduled by mutual agreement between the employee and supervisor. Flex time should be used in the month accrued or scheduled as soon as possible, considering individual assignment and program needs and scheduled with mutual agreement with the supervisor.
7. Unused and accrued compensation time in excess of 40 hours shall expire on June 30 of each year.
8. Accrued compensation time shall have no monetary value.

Paul J. Zastrow  
For the District

Shirill DeHae  
For the Association

Oct 30, 2019  
Date

Oct 30, 2019  
Date