

2003-2006

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
WILLAMETTE EDUCATION SERVICE DISTRICT
AND
WILLAMETTE EDUCATION SERVICE DISTRICT
EMPLOYEES ASSOCIATION UNION – OSEA CHAPTER 95**

THIS AGREEMENT is entered into between the BOARD OF DIRECTORS of the Willamette Education Service District, Marion, Polk and Yamhill Counties (hereinafter referred to as the "BOARD" or "DISTRICT") and the Willamette Education Service District Employees Association - Oregon School Employees Association Chapter 95 (hereinafter referred to as the "UNION").

The DISTRICT understands that the Willamette Education Service District Employees Association – OSEA Chapter 95 is affiliated with the Oregon School Employees Association.

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ARTICLE 1 - RECOGNITION

1. The BOARD recognizes the UNION as the exclusive bargaining representative on wages, hours, and conditions of employment for all regular licensed and regular classified personnel employed by the DISTRICT.
 - 1.01 A Regular Licensed Employee is any teacher or other professional employee whose position requires the completion of at least a four-year post secondary education program and the possession of a license appropriate to the position. The regular licensed position is a .5 FTE (full-time equivalent) or more and is established to continue six (6) months or more.
 - 1.02 A Regular Classified Employee is any classified employee who is employed to work twenty (20) hours per week or more and whose position is established to continue six (6) months or more.
 - 1.03 An Irregular Classified or Licensed Employee is one working on a project or contract which has limitations as to time employed or a salary developed and paid in a manner inconsistent with regular licensed and classified employees.
2. Supervisory, confidential, and irregular employees are specifically excluded from this collective bargaining unit, but may become members of the UNION for other purposes as specified in the By-Laws.
3. The purpose of this article is to recognize the right of the UNION to represent regular licensed and regular classified employees in the bargaining unit in negotiations with the BOARD. Granting of recognition is not to be construed as obligating the BOARD in any way to continue any functions or policies.

ARTICLE 2 - BOARD FUNCTIONS

1. The DISTRICT, on its own behalf and on 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. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:
 - 1.01 The executive management and administrative control of the school system and its properties and facilities;
 - 1.02 The right to hire all employees and determine their qualifications and the conditions of their continued employment or their discipline, dismissal, demotion, promotion or transfer;
 - 1.03 The unqualified right of assignment and direction of work of all its personnel, and to determine 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;
 - 1.04 The unqualified right to establish the school calendar;

- 1.05 The right to 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;
- 1.06 The right to adopt reasonable rules and regulations;
- 1.07 The right to determine the qualifications of employees, including physical conditions;
- 1.08 The right to determine the location or relocation of its facilities, including the establishment or reallocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
- 1.09 The right to determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- 1.10 The right to determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- 1.11 The right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
- 1.12 The right to determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 3 - NON-DISCRIMINATION

1. The provisions of this contract shall be applied equally to all members without discrimination as to age, marital status, race, color, sex, religion, union affiliation, national origin or disability unless based upon a bona fide occupational qualification. The UNION shall share equally with the DISTRICT the responsibility for applying the provisions of this Agreement. Inasmuch as there are other means available to an individual to seek relief from a complaint based on any of these issues, this provision is not subject to the grievance procedure nor is it subject to an unfair labor practice complaint for breach of contract.

ARTICLE 4 - STRIKES AND LOCKOUTS

1. General

- 1.01 During the term of this Agreement, the UNION and the bargaining unit members as individuals or as a group will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the UNION or by any other labor organization when called upon to cross such picket line in the line of duty.

2. Violations

2.01 Members violating the prohibition in Section 1 will receive a written notice of the violation and the penalties to be imposed. Violators of the above shall be docked up to one day's pay for the first day's infraction and shall be subject to reprimand and/or dismissal for subsequent violations after the first day. The administration will make reasonable efforts to assure the safety of employees required to work in such strike situations.

3. No Lockout

3.01 During the term of this Agreement, there will be no lockout of employees in the bargaining unit by the DISTRICT as a result of any labor dispute covered by the terms of this Agreement.

ARTICLE 5 - DUES/FAIR SHARE

1. Dues

1.01 Membership in the UNION is voluntary. Dues shall be paid by payroll deduction payable to the Oregon School Employees Association.

2. Fair Share

2.01 Effective with the execution of this Agreement, the parties agree to a fair-share agreement, and it is understood that each eligible employee who chooses not to join the UNION shall pay an amount determined by the UNION. The UNION will send notices to the employees regarding fair-share payment, which shall be made by payroll deduction.

3. Exceptions

3.01 Any individual employee objecting to the Fair Share payment based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require the employee to inform the BOARD and the UNION of the objection. The employee will meet with the representatives of the BOARD and the UNION and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the current Fair Share amount to a non-religious charity.

4. Dues/Fair Share Transmission

4.01 The DISTRICT agrees to transmit the dues to the State Office of the Oregon School Employees Association by the fifteenth (15th) of the month following the payroll deduction.

5. Hold Harmless

5.01 The UNION shall hold the DISTRICT harmless from any and all claims, suits, orders, or judgments brought against the DISTRICT as a result of the provisions of this Article.

ARTICLE 6 - UNION RIGHTS AND PRIVILEGES

1. Use of Buildings

1.01 The UNION and its representatives will have the right of access to designated DISTRICT buildings for regular or special meetings, provided such meetings are not inconsistent with the administrative procedures regarding use of DISTRICT facilities. The DISTRICT may make a reasonable charge when services are required beyond normal operations.

2. Information

2.01 The UNION shall have access to all non-confidential information necessary for its functioning as exclusive bargaining representative. The UNION shall pay for the clerical and duplicating costs incurred by the DISTRICT for making such information available.

3. Use of Computer System/Internet/Intranet

3.01 The UNION may use the DISTRICT'S computer system and its Internet/intranet connections for UNION/DISTRICT communications, subject to the law, the rules and regulations of the Government Standards and Practices Commission, BOARD policy, and Administrative Regulations.

4. Notice of ESD Board Meetings and Policies

4.01 The DISTRICT will notify the UNION of regular and special board meetings and of the Board's consideration of policy changes in the manner in which Board members and all other employees are notified: the Board's agenda and the Board's packet (non-confidential) will be posted on the DISTRICT'S website in advance of each meeting.

5. Bulletin Boards

5.01 The UNION shall have the use of a bulletin board in a designated area in buildings that are owned or managed by the DISTRICT.

6. UNION Identification

6.01 Bargaining unit members will be allowed to wear pins, buttons, or other identification of membership in the UNION or support of its causes. This provision is subject to any restrictions imposed by law, the DISTRICT'S safety and security concerns and subject to any undue disruption of the DISTRICT'S business activities.

7. UNION Leave

7.01 The UNION President or a designee may be a delegate to attend scheduled activities of significance to the UNION. For those activities related to the administration of the Agreement, e.g., processing grievances, etc., the time shall be treated as leave with pay if the activity has been requested or required by the DISTRICT or if required by Oregon

Employment Relations Board rulings. For other activities, requests to attend may be granted by the Superintendent as leave without pay.

ARTICLE 7 - GENERAL PROVISIONS

1. Inclement Weather

1.01 The Superintendent may close the administrative office for reasons of inclement weather or holidays or any other reason deemed sufficient. If the employee's assigned work site(s) is closed because of inclement weather, the employee shall report to the location established by the supervisor.

1.02 The Regular Licensed Employee shall suffer no loss in pay as a result of absence owing to this provision. However, in the event that the work site referenced in Section 1.01 herein schedules a replacement day, the Regular Licensed Employee shall work that day with no additional pay.

2. Vacations

2.01 A licensed employee such as a teacher, counselor, or replacement in cases of terminations whose position requires a license with Teacher Standards and Practices Commission and who is contracted for less than a full calendar year shall not earn vacation credits.

For a classified employee to earn vacation credits, the employee's position shall require a minimum of one-half (1/2) time on either a weekly or monthly basis. A classified employee's position must require a full twelve (12) months per year in order to earn vacation credits.

Although a new employee earns vacation credits from the first full month of employment, the employee shall not be eligible to take vacation credits until successfully completing six (6) full consecutive months of service. An employee terminating employment prior to completing six (6) full consecutive months of service shall receive no compensation for vacation credits.

When computing vacation credits, only full months of service shall be counted at the beginning and termination of employment. Vacation credits for eligible part-time employees shall be earned in the ratio that the employee's position bears to full time. When an employee terminates employment with the DISTRICT, accumulated vacation time will be paid. The limit of accumulated vacation credits is two hundred forty (240) hours.

2.02 Vacation Schedules

Vacations shall be scheduled well in advance to ensure adequate coverage by staff members during any particular time of the year. Where possible, the vacation should be taken at a time other than the peak season for that position. Each employee must first obtain program director approval of his/her proposed vacation period. The request will then be presented to the superintendent or designee for final approval.

2.03 Vacation Credits

Employees eligible for paid vacation days as defined above shall be credited with vacation days as follows:

First year	Eight (8) hours per month
Second year	Ten (10) hours per month
Sixth year on	Thirteen and one-half (13.5) hours per month

Holidays, which occur while on vacation, are not charged against vacation credit.

2.04 Grandparented Employees

Notwithstanding the terms and conditions of this Article, employees who were, prior to the effective date of this Agreement, “grandparented” at a different accrual rate than the rates set forth above shall not suffer any loss in their actual accrual rate during the term of this Agreement.

3. Bereavement Leave

3.01 Employees shall be allowed up to five (5) days leave, with pay, for each death in the employee’s immediate family (employee’s immediate family is defined to include: spouse, children, including stepchildren, grandchildren, grandparents, including stepparents, grandparents, brother, sister, aunt, uncle, and any person who is a resident of the employee’s household, and spouse’s mother and father, including spouse’s stepparents).

3.02 The Superintendent may authorize bereavement leave to be utilized in the event of a death of a person not specifically listed in Section 3.01 herein.

4. Sick Leave

4.01 Personal Illness entitlement is contained in the DISTRICT policy book (Policy GCBD/BDBD). Sick leave, in addition to covering an employee shall also cover the absence of an employee due to the illness of a member of the employee’s immediate family or household, as defined by FMLA and OFLA.

5. Court Appearances

5.01 Employees who appear before a court, legislative committee, or other judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority, shall be granted leave for such appearance, provided that the salary paid to such employee shall be reduced by an amount equal to that received by such employee as witness fee (excluding travel expenses). This provision does not apply in any case where the UNION or the employee is a complainant in a case against the DISTRICT.

6. Jury Duty

6.01 Any regular employee shall be granted a leave of absence with pay for service upon a jury, provided that the salary paid to such employee for the period of absence shall be reduced by the amount of any monies paid for jury service (excluding travel expenses).

7. Personal Leave

7.01 Up to two (2) days of non-cumulative personal leave may be granted by the superintendent per contract year. Personal leave shall be used for legal, business, educational, family matters, or emergency situations, which cannot be attended to during non-business hours. The following provisions must be adhered to when such leave is used:

7.01.1 The principal or supervisor must be notified in advance of one of the above-listed reasons for taking said leave, except in the case of an emergency.

7.01.2 No personal leave may be granted on days immediately before or after a school holiday or vacation period, nor on the opening or closing day of the school year, except in the case of an emergency.

7.02 In case of an emergency, the employee may verbally notify the immediate supervisor that an emergency situation exists and leave shall be granted. As soon as possible upon returning to duty, the employee shall submit the appropriate form for personal leave, and upon the DISTRICT'S receipt personal leave shall be granted.

8. Leaves of Absence Without Pay

8.01 A regular employee, upon application in writing and upon approval of the superintendent, may obtain leave of absence without pay for a period not to exceed one year, except as provided in Oregon Revised Statutes. Sick leave, vacation time, and other employee benefits, except seniority, shall not accrue during the period of the leave. The following provisions must be adhered to when such leave is used:

8.01.1 Prior Application – All applications must include the effective date of the leave and the date on which the leave will terminate. Applications shall be submitted to the Office of the Superintendent, when possible, no later than sixty (60) days prior to the date the leave is to become effective.

8.01.2 Reinstatement Upon Expiration – At the expiration of the leave, employees shall be reinstated to service with the DISTRICT in a position comparable to the one held at the time the leave commenced without loss of any rights or benefits which would ordinarily accrue during any leave of absence.

8.01.3 Exceptions – Employees will be returned to service with the DISTRICT upon the expiration of leave in a position at least commensurate with the position formerly held, except when the position formerly occupied has been abolished.

9. Discipline

9.01 The DISTRICT will use due process and progressive discipline when disciplining or dismissing employees. An investigation, taking the accused employee's version of the facts into account, shall be conducted regarding any charges or allegations. The employee will be given notice of the charges and will be given the opportunity to meet with his/her supervisor or designee to respond to the charges before discipline is administered. The employee's past record shall be considered in determining the discipline. Disciplinary action shall be in proportion to the seriousness of the employee's offense.

9.02 If formal disciplinary action is to be taken as the result of a meeting, the employee shall have the right to have a UNION representative present. The employee will be given at least three (3) days' advance notice of the meeting.

ARTICLE 8 - LENGTH OF WORKDAY, WEEK, AND OTHER CONDITIONS

1. Hours For Full-Time Employees

1.01 The normal workday for full-time employees is seven and one-half (7½) hours, excluding lunch. Daily starting and ending times are determined by the individual supervisor. Effective July 1, 2004, the normal workday for full-time employees is eight (8) hours, excluding lunch.

2. Hours For Part-Time Employees

2.01 Working hours and daily starting and ending times for part-time employees will be determined by the supervisor.

3. Workweek

3.01 A full-time workweek for employees shall be defined as thirty-seven and one-half (37½) hours of work within a seven- (7-) day period, from 12:01 a.m. Sunday through 12:00 midnight Saturday. Effective July 1, 2004, a full-time workweek for employees shall be defined as forty (40) hours of work within that same period.

4. Rest Periods

4.01 Employees shall receive a fifteen- (15-) minute break during each segment of four (4) hours (or major part of four [4] hours) worked in one (1) work period. Insofar as feasible, the break should be taken approximately midway in the segment of work. Such breaks will be scheduled by the employee's immediate supervisor.

5. Lunch Breaks

5.01 Employees who are scheduled to work six (6) or more hours shall receive an uninterrupted, unpaid lunch period of at least one-half (½) hour but not more than one (1) hour. Such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the tour of duty. Such time shall not be considered as time worked.

6. Overtime for Non-Exempt Employees

6.01 Employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off at the discretion of the DISTRICT for work under the following conditions (but not twice for the same hours): All assigned work in excess of forty (40) hours in any workweek.

6.02 Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours on duty per day. For the purpose of computing overtime, only the hours an employee actually works shall be credited as time worked in computing total work period hours. All overtime must be approved in advance by the immediate supervisor.

7. Mileage Reimbursement

7.01 Employees who report to a designated worksite and who then travel on DISTRICT business shall be reimbursed for mileage expenses at the IRS rate if the employee uses the employee's vehicle for the travel.

ARTICLE 9 - PERSONNEL FILES

1. Personnel Records

1.01 Employees shall have the right to review all materials in their personnel files. Employees shall have the right to have a representative present during the review. Such review shall take place during the normal business hours and materials may be photocopied at a reasonable cost to the employee. Working files are permitted and are to be considered as extensions of the main personnel files, with similar rights of access and review.

2. Personnel Files

2.01 No evaluation document, disciplinary document, or complaint that reflects critically upon an employee or the employee's performance will be placed into the employee's personnel file without a copy being furnished to the affected employee. Normally, proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a statement by the supervisor that the employee has been shown the material and has refused to sign it. An employee's signature or initials on the file copy shall not indicate the employee's agreement with the contents of the document.

3. Statements

3.01 Employees shall have the right to attach a written rebuttal to any document in the personnel file.

ARTICLE 10 - COMPLAINT PROCEDURE

1. If a complaint is made against an employee to the administration, such complaint shall be processed under the following circumstances:

- 1.01 If the supervisor intends to make a record in the evaluation report of a complaint received concerning the employee;
 - 1.02 If the supervisor intends to place a record of such complaint in the employee's personnel file;
 - 1.03 If, in the supervisor's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference.
2. Pursuant to Section 1, above, a conference shall be held with the employee within ten (10) working days after the complaint is made to the administration. At the conference, the employee will be presented with the complaint in writing.
 3. Any such complaint which the administration chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the DISTRICT.

ARTICLE 11 - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

Definition of Responsibility

1. A description of the duties of all classroom staff and assigned personnel pertaining to student discipline shall be provided in writing to each affected employee.
 - 1.01 Employees shall be subject to the rules and practices regarding student discipline of the District in which the classroom is located.
 - 1.02 For classrooms located in DISTRICT operated facilities, employees will be allowed input into the rules and practices developed regarding student discipline.

ARTICLE 12 - VACANCIES AND TRANSFERS

1. Vacancies
 - 1.01 All bargaining unit vacancies shall be posted on designated bulletin boards and posted on the DISTRICT'S website at least five (5) workdays prior to the filling of the open position. Postings shall indicate the job title, qualifications, duties, salary range, and closing date, if applicable. Any person wishing to apply for the posted vacancy may do so by contacting the person listed or designated on the job posting, within the five-workday notification period. Vacancies which are to be filled on a substitute or temporary basis need not be posted.
2. Transfers
 - 2.01 When an employee is involuntarily transferred from one worksite to another, written notice of at least five (5) working days will be provided to the affected employee. The employee shall have the right to discuss the transfer with the employee's supervisor.

ARTICLE 13 - FUNDING

1. The DISTRICT may, if it experiences any unexpected revenue shortfall which would affect the BOARD's ability to fund the economic provisions of this Agreement, reopen negotiations regarding only the economic provisions of this Agreement. Economic provisions are salary and insurance.
2. If the DISTRICT reduces or terminates its operations because of a lack of funds, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement.
3. This Agreement does not guarantee any level of employment.

ARTICLE 14 - GRIEVANCE PROCEDURE

1. Definitions

- 1.01 Grievance - A claim by an employee, a group of employees, or the UNION based on the interpretation, application, or violation of this Agreement.
- 1.02 Grievant - The party who has the grievance.
- 1.03 Days - Those days that the DISTRICT office is open for business.

2. General Procedures

- 2.01 The procedures shall be implemented as rapidly as possible; the number of days indicated for settlement or appeal at each level shall be considered a maximum.
- 2.02 The grievant shall have the right to be represented at each level of the grievance procedure by a UNION representative.
- 2.03 Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next level.
- 2.04 OSEA's official grievance form shall be used by the grievant in presenting a grievance.
- 2.05 All parties in interest will process grievances after the regular work day or at other times which do not interfere with assigned duties.
- 2.06 Each grievance must be initiated within twenty (20) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then the action must be initiated within twenty (20) days following first knowledge of the cause. In failing to thus initiate action, the employee shall be considered to have no grievance.

3. Levels of Grievance

3.01 Level One

With a view to informal settlement, disputes shall be thoroughly discussed between the grievant and the supervisor to seek grounds for resolution. The supervisor/director may have present the Assistant Superintendent or designee at this discussion. If the grievant is not satisfied with the disposition of the grievance, a written grievance may be filed with the supervisor/director who has administrative authority to act within ten (10) days following the informal meeting.

This grievance shall set forth the grounds upon which the grievance is based and the reasons the grievant considers the decision rendered to be unacceptable. The supervisor/director shall communicate the decision in writing within five (5) days to the grievant.

Within ten (10) days of receipt of the decision rendered by the supervisor/director, the grievant, if not satisfied with the decision of the Supervisor/Director, may appeal in writing to the Superintendent.

3.02 Level Two

Appeals to the Superintendent shall be heard by the Superintendent or designee within ten (10) days of receipt of the appeal. Prior written notice of the time and place of the meeting shall be given to the grievant, the representative or any other persons officially involved.

Attendance at the meeting of appeal shall be restricted to persons officially involved. The Superintendent may allow for parties in interest to call witnesses.

Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the meeting the written decision, which shall include supporting reasons therefor.

If the grievant is not satisfied with the decision of the Superintendent, a written appeal may be filed with the Superintendent within ten (10) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Three, Arbitration.

3.03 Level Three

Grievances not settled in Level Two of the grievance procedure may be appealed to arbitration provided that a written notice of a request for arbitration is made by the UNION to the Superintendent within ten (10) working days of receipt of the Superintendent's answer in Level Two.

When timely request has been made for arbitration, the parties or the designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) days of the appeal jointly request the Oregon Employment Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their

designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining name shall act as the arbitrator.

The arbitrator shall schedule a meeting on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. 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 Agreement. The arbitrator shall have no power to substitute the arbitrator's discretion for that of the BOARD in any manner not specifically contracted away by the BOARD. A decision of the arbitrator shall, within the scope of the arbitrator's authority, be final and be binding upon the parties. There shall be no valid claim of a violation of this Agreement regarding any act or condition which occurs after the expiration thereof.

4. Grievance Cost

4.01 If the UNION prevails, costs of the arbitration proceeding, such as fees of the arbitrator and costs of the meeting room, shall be paid by the DISTRICT. If the DISTRICT prevails, costs shall be paid by the UNION.

ARTICLE 15 - LAYOFF

The BOARD may lay off any employee(s) because of a lack of funds, curtailment of work, a change in organization or administrative determination. ORS 342.934 will govern the layoff of Regular Employees in T.S.P.C.-licensed positions. The order of layoff for all remaining Regular Employees shall be based on qualifications, seniority, merit and/or competence.

Seniority shall be computed from the first day of actual service with the DISTRICT as Regular Employees in T.S.P.C.-licensed positions or as other Regular Employees, as applicable.

Regular Employees in T.S.P.C.-licensed positions and all other Regular employees shall be considered as separate groups for purposes of layoffs and recalls; T.S.P.C.-licensed employees shall not displace or "bump" any other Regular employees and other Regular employees shall not displace or "bump" T.S.P.C.-licensed employees.

If the DISTRICT desires to retain a Regular Employee with less seniority than another Regular Employee being laid off, the DISTRICT shall determine that the first employee being retained has more merit or has more competence than the employee being laid off. Staff members to be laid off will receive a prior notification of ten (10) working days. In the event of unforeseen circumstances, notice shall be not less than ten (10) calendar days.

This Article only applies to situations in which either the employee's scheduled workday is reduced by more than two (2) hours per day, or the employee's number of scheduled annual workdays is reduced by more than five percent (5%).

An employee who is laid off will remain on the layoff list and be eligible for recall for twenty-seven (27) months. No new employees shall be hired to any position until all laid-off employees who are fully qualified for the position have been given an opportunity to accept the position.

1. Notification

1.01 The DISTRICT shall notify laid-off employees of a recall by certified letter, return receipt requested, at their address of record as maintained in the Superintendent's office. Laid-off employees shall have seven (7) calendar days from the date of receipt of such notification in which to indicate their acceptance or rejection of the position and an additional fourteen (14) days therefrom in which to begin active employment.

2. Forfeiture of Recall Rights

2.01 If the employee cannot be reached at the last known address, if the employee fails to pick up the certified letter of recall within seven (7) calendar days, if the employee fails to notify the DISTRICT within seven (7) calendar days of receipt of the certified letter of recall, or if the employee rejects any position offered for which he/she is qualified, the employee shall forfeit all recall rights and shall be deemed to have resigned from DISTRICT employment.

3. Waiver of Recall Rights

3.01 Employees who wish to waive recall rights may do so by written notification to the DISTRICT.

4. Reinstatement of Benefits

4.01 Employees returning from layoff shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of the layoff.

ARTICLE 16 - NEGOTIATION PROCEDURES

1. Negotiations for the purpose of Article 20 of this Agreement or for negotiating a new Agreement at the expiration of this Agreement, shall be of teams of not more than three (3) members designated by each party. In addition to the negotiating teams, a reasonable number of qualified BOARD and UNION consultants may be permitted to attend negotiation meetings by mutual agreement. The parties may agree to appoint other committees to perform tasks preliminary to or supplemental to negotiations. Nothing herein is intended to preclude open bargaining sessions.
2. It is recognized that employees representing the UNION for the purpose of negotiations are acting on behalf of the UNION and its members and not in their capacities as employees of the BOARD. Such employees shall suffer no loss of pay or other benefits in performing this function and the BOARD shall incur no additional financial obligation as a result of their participation in negotiations.

ARTICLE 17 - ADMINISTRATION OF THE CONTRACT

1. It is agreed that, before the parties to this Agreement will resort to remedies afforded them under Oregon Law, they will first exhaust the remedies provided by the grievance procedure of this contract.

2. The duration of this Agreement shall be for three years from its effective date provided, however, that it shall be renewed automatically on its termination date for another one year in its existing form, unless one party gives written notice to the other party during the month of November before its expiration date of its intention to terminate, amend, or modify the Agreement. It is intended by the parties that a renewed Agreement shall have the same effect as an original Agreement between the parties.

ARTICLE 18 - SEPARABILITY

1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
2. Should any provision of this Agreement be invalidated as described above, that provision shall be subject to renegotiation upon the request of either party. Such request and subsequent negotiations shall be conducted according to the provisions of ORS 243.698.

ARTICLE 19 - ECONOMIC PACKAGE

1. Salary

- 1.01 For 2003-04, salary schedules shall be increased by one percent (1%) and normal step movement will be granted. For 2004-05, salary schedules shall be increased by two and one-half percent (2.5%) and normal step movement will be granted. In addition, all bargaining unit positions will commence working on an eight- (8-) hour as full-time day schedule and the conflicting provisions of Article 8 of this Agreement shall be amended to conform with this change. For 2005-06, any adjustment in the salary schedules shall be subject to a wage re-opener with the negotiations to commence on or about March 1, 2005.

2. PERS

- 2.01 During the term of this Agreement, the DISTRICT shall continue to “pick up” the employees’ contribution of six percent (6%) towards the PERS retirement benefits.

3. General Provisions

- 3.01 All aspects of salary administration including the initial salary step placement for new employees, the standards for advancement to higher steps for new employees, the standards for advancement to higher steps and provisions for increases due to added educational credit shall be governed by DISTRICT policy and practice.

4. Insurance Benefits

- 4.01 Two (2) insurance package options, shall be made available to bargaining unit members by the DISTRICT. The specific package options shall be determined on an annual basis by the UNION.

4.02 For each eligible bargaining unit member electing to receive insurance benefits (see Clause 5.01), the DISTRICT will, make a monthly contribution towards the total premiums for all eligible bargaining unit members for the health insurance package. For each FTE this monthly contribution will be as follows:

2003-04	up to \$530/per month per eligible member
2004-05	the 2003-04 cap shall be increased by up to 8%
2005-06	the 2004-05 cap shall be increased by up to 8%

4.03 If all bargaining unit members select a health insurance package option that carries a monthly per capita premium cost equal to or less than the monthly per capita DISTRICT contribution for premiums as listed in Clause 4.02 herein, the DISTRICT shall remit the entire cost of the monthly premiums (prorated as provided in Clause 5.01 herein).

4.04 If all bargaining unit members select a health insurance package option that carries a monthly per capita premium cost greater than the monthly per capita DISTRICT contribution for premiums, the DISTRICT shall remit toward the cost of the monthly premiums a per capita amount (prorated as provided in Clause 5.01 herein) equal to the monthly per capita DISTRICT contribution for premiums as listed in Clause 4.02 herein. Each bargaining unit member shall have deducted from the regular monthly salary an amount equal to the difference between that which the DISTRICT remits toward the member's premium and the actual cost of that premium.

4.05 If some, but not all, members of the bargaining unit select a health insurance package option that carries a monthly per capita premium cost less than the per capita DISTRICT monthly contribution for premiums, the DISTRICT shall take the following actions:

4.05.1 First, the DISTRICT shall remit the entire cost of premiums (prorated as provided in Clause 5.01 herein) for those members of the bargaining unit whose selected option carries a monthly per capita premium cost equal to or less than the monthly per capita DISTRICT contribution for premiums as listed in Clause 4.02 herein.

4.05.2 Second, the DISTRICT shall remit toward the cost of the monthly premium for each of the remaining members of the bargaining unit an amount (prorated as provided in Clause 5.01 herein) equal to the remainder of the total monthly contribution made by the DISTRICT divided by the number of FTEs represented by the these remaining members. If this amount is less than the actual per capita health insurance premium cost for these remaining members, then the difference between this amount and the actual per capita monthly cost of the health insurance premium for these remaining members shall be borne by these members through a regular monthly payroll deduction.

4.06 Once the payroll deductions, if any, have been determined as provided herein, said amounts shall remain in effect for the duration of the insurance year.

5. Eligibility

- 5.01 Insurance benefits will be paid for regular employees working at least one-half (1/2) time. Paid insurance benefits for regular employees will be directly proportional to the amount of time worked when compared to one full-time equivalency (FTE).

Employees who worked less than full-time but received fully paid benefits before July 1, 1983, will continue to receive full benefits unless they petition for and are granted a reduced schedule of work.

6. Life Insurance

- 6.01 The DISTRICT will continue to deduct the monthly premium for the term life insurance from the paychecks of all bargaining unit members.

7. Voluntary Salary Deductions

- 7.01 Voluntary salary deductions are available for the following programs:

Section 125 Accounts
Tax Sheltered Annuities
Accidental Death and Dismemberment
Long-Term Disability Income Protection
Marion-Polk Teachers' Credit Union
United Way
Deferred Compensation
Cancer/Intensive Care Insurance

8. The DISTRICT does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over potential changes in the benefit package or carrier.

ARTICLE 20 - TERM OF AGREEMENT

1. The effective date of this Agreement shall be July 1, 2003 to June 30, 2006.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the BOARD and the UNION, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter (except by mutual agreement), even though such subjects or matters may not have been within the knowledge of contemplation or either or both of the parties at the time they negotiated or signed this Agreement.

EXECUTION/SIGNATURES

THIS AGREEMENT shall be effective as of July 1, 2003, shall be binding upon the BOARD, the UNION and its bargaining unit members, and shall remain in full force and effect through June 30, 2006.

Executed in Salem, Oregon by the undersigned officers by the authority and on behalf of the Willamette Education Service District and Willamette Education Service District Employees Association - Oregon School Employees Association, Chapter 95.

FOR THE WILLAMETTE EDUCATION SERVICE DISTRICT:

Board Chair

Date

FOR THE WILLAMETTE EDUCATION SERVICE DISTRICT EMPLOYEES ASSOCIATION - OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 95:

President

Date

Negotiations Committee Chair

Date

Field Representative/Spokesperson

Date

MEMORANDUM OF UNDERSTANDING
Labor/Management Committee

1. The below-named parties are parties to a 2003-06 collective bargaining agreement. They have agreed to create a joint Labor/Management Committee as a mechanism for dialogue between the parties and as a vehicle to discuss issues of mutual concern to the parties. It has been further agreed that the parties may in turn create additional subcommittees underneath the auspices of the Labor/Management Committee as the parties may deem appropriate. All subcommittee activity must relate to their assigned topic.
2. The Labor/Management Committee shall be composed of six members with three members appointed by the Union and three members appointed by the District. Notwithstanding, the parties agree that the Union's president will serve on the Committee as will a cabinet-level administrator from the District. Permanent or temporary membership on the Committee may be expanded by the mutual agreement of the Union and the District. Either party may have consultants present at committee meetings as they deem appropriate.
3. The Committee shall meet when necessary, but not more than once each month, unless mutually agreed otherwise. Committee members shall be in pay status during time spent in committee meetings. Time spent in meetings shall neither be charged to leave credits nor considered to be overtime worked. A bargaining unit member serving on the Labor/Management Committee shall coordinate any necessary coverage of regular duties with his/her immediate supervisor; however, attendance at committee meetings may not be denied except in emergency.
4. The parties agree that the Labor/Management Committee shall be on a meet-and-confer basis only. The Committee shall not be construed as having the authority or entitlement to negotiate collective bargaining contract language, or to contravene any provision of the collective bargaining agreement, or to enter into any agreements binding on the parties to the collective bargaining agreement, or to resolve issues or disputes surrounding the implementation of the collective bargaining agreement, or to hear matters that should be resolved through the grievance procedure of the collective bargaining agreement.
5. Committee recommendations which may require a Memorandum of Understanding shall not be implemented until the Memorandum has been signed by the District's Board Chairperson and the Union Chapter President. Any recommendation which requires an amendment of the collective bargaining agreement must be approved of by the District's Board of Directors and by the UNION through its internal ratification processes.
6. At the conclusion of each fiscal year, the parties shall review the concept of the Labor/Management Committee and whether it should be modified, continued, or discontinued.

AGREED to this _____ day of _____, 2004.

FOR THE WILLAMETTE EDUCATION SERVICE DISTRICT:

Board Chair

Date

FOR THE WILLAMETTE EDUCATION SERVICE DISTRICT EMPLOYEES ASSOCIATION -
OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 95:

President

Date

Negotiations Committee Chair

Date

Field Representative/Spokesperson

Date

MEMORANDUM OF UNDERSTANDING
Classification Study

1. The parties agree that within three (3) months after ratification of the collective bargaining agreement, the District will present to the Labor Management Committee its plans for conducting a classification study.
2. The Labor Management Committee, or a subcommittee, shall review the plan and provide input and recommendations as to the scope, process, timeline, and implementation of the results of the classification study.
3. The District shall provide a progress report at each Labor Management Committee meeting during the period of time the study is occurring.

AGREED to this _____ day of _____, 2004.

FOR THE WILLAMETTE EDUCATION SERVICE DISTRICT:

Board Chair Date

FOR THE WILLAMETTE EDUCATION SERVICE DISTRICT EMPLOYEES ASSOCIATION -
OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 95:

President Date

Negotiations Committee Chair Date

Field Representative/Spokesperson Date

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