

Dayton School District #8

and

Oregon School Employees Association
Dayton Chapter #88

AGREEMENT

2015-2018



Photo by Stephanie Ewing

A District with heart...  developing minds.

TABLE OF CONTENTS	
	Page
Preamble	1
Article I: Recognition	1
Article II: Successor Agreement	1
Article III: Separability of Provisions	2
Article IV: District Rights	2
Article V: Association Dues	3
Article VI: Payroll Deductions	3
Article VII: Association Rights and Responsibilities	4
Article VIII: Evaluations	4
Article IX: Personnel Records	4
Article X: Employment and Assignment	5
Article XI: Hours	5
Article XII: Salary	6
Article XIII: Benefits	7
Article XIV: Leaves	9
Article XV: Discipline and Discharge	11
Article XVI: Grievance Procedure	11
Article XVII: Funding	14
Article XVIII: Strike and Lockouts	15
Article XIX: Layoff and Recall	15
Article XX: Execution	16
Appendix A: 2015-2016 Salary Schedule	

PREAMBLE

This Agreement is entered into between the Board of Education on behalf of Dayton School District #8, hereafter referred to as "District" or "Board", and the Oregon School Employees Association (OSEA), Dayton Chapter #88, hereafter referred to as "Association".

The purpose of this agreement and the intent of the parties are to set forth the agreement between the parties in matters concerning employment relations under all relevant provisions of Oregon laws governing public employee collective bargaining.

ARTICLE I: RECOGNITION AND DEFINITIONS

- A. The District recognizes the Association as the sole and exclusive collective bargaining representative for all employees who work in all regular full and part-time classified positions. Supervisors, confidential employees, temporary employees, and substitutes are excluded from the bargaining unit. Also excluded are employees retired from Oregon PERS/OPSRP.
- B. There shall be two (2) signed copies of the final agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month after ratification of this agreement by both parties, the Board agrees to produce and make available to the president of the Association sufficient copies for each of the classified employees. Cost for producing these copies shall be borne by the District.
- C. A temporary employee shall be defined as a person hired for a specific function and for a period not to exceed 120 calendar days.
- D. A substitute employee shall be defined as an employee who replaces a regular employee who is on a leave of absence.
- E. A twelve month employee shall be defined as a person hired for a specific assignment performing duties at least 250 days.
- F. The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, national origin, membership or non-membership in the Association. All references to employees in this Agreement designate both sexes and when the male is used, it shall be construed to include both male and female employees.

ARTICLE II: SUCCESSOR AGREEMENT

- A. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Notice of intent to negotiate a successor agreement shall be given to the District by January 1, 2018.

ARTICLE III: SEPARABILITY OF PROVISIONS

- A. If any provision of this Agreement is held to be invalid by operation of law, that part in violation is to be corrected; the remainder of the Agreement shall not be affected thereby. Upon the request of either party, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE IV: DISTRICT RIGHTS

- A. It is agreed that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it, consistent with Oregon law. Rights of employees in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Oregon Statute, and the District retains all prerogatives, functions, and rights not limited by the terms of this Agreement or by Oregon Statute.
- B. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:
1. The right to determine the location of the school and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies, and equipment procedures and public relations.
 3. The determination of the management, supervisory and administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
 4. The discipline, control and use of the school system property and facilities.
 5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 6. The determination of the layout and equipment to be used and the right to plan, direct, and control school activities.
 7. The establishment of the school calendar, normal hours of employment and assignments of work loads.
 8. The right to relieve employees from duty for poor or unacceptable work, or for other legal reasons.
 9. The right to enforce the rules and regulations now in effect and to establish new rules and

regulations not in conflict with the Agreement.

10. The determination of policies affecting the relation of employees and the evaluation of employee performance.
- C. In the event that any of the aforementioned rights interfere with other articles in this Agreement, the other articles shall prevail.

ARTICLE V: ASSOCIATION DUES

- A. The Board agrees to deduct from the wages of employees for the payment of dues to the Association authorized in writing by each employee on the form provided by the Association.
- B. The Board further agrees to continue to honor present dues deduction authorizations executed by the employees in favor of the Association and to transmit all dues to the central office of the Oregon School Employees Association.
- C. The parties agree to a fair-share agreement, whereby it is understood that each employee who is a member of the bargaining unit herein but is not a member of the Association shall be liable to contribute to the Associations costs of bargaining.
- D. Any individual employee objecting on religious tenets or teaching of a church of which he/she is a member will require the employee to inform the District and the Association of their objection. The employee will meet with the representatives of the Association to establish a bargaining assessment and select a charity for a like amount contribution.

ARTICLE VI: PAYROLL DEDUCTIONS

- A. Upon written request from the classified employee, the District shall deduct from the salary of any classified employee and make appropriate remittance for the following approved deductions:
1. Regular Association dues.
 2. Premiums for District approved insurance program(s), including Section 125 plans.
 3. Contributions to United Way.
 4. Deductions for up to three (3) District-approved, tax-deferred plans. Participation in plans must comply with all applicable IRS regulations (see B & C below). If employee participates in more than one tax-deferred plan, the additional administrative fees will be deducted from the employee's salary.
 5. OnPoint Community Credit Union.
 6. A Better Community - Dayton Education Foundation (ABC-DEF).
 7. In addition to direct deposit of net paycheck, one additional bank direct deposit may be deducted as long as the payroll system can support the deduction.
 8. Payroll advance in accordance with District policies and procedures.
- B. Employees may participate only in 403(b) tax-deferred plans that comply with all applicable

IRS regulations by providers who enter into an information sharing agreement with the District and/or the District's Third Party Administrator

- C. Employees with established tax deferred accounts may continue contributions to their existing account without regard to a minimum number of participants as long as the provider meets the requirements noted above (see B).

ARTICLE VII: ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. School facilities may be used for Association meetings at reasonable times during non-duty hours, provided that such meetings shall not interfere with the normal school operations, providing that custodial staff is on duty, and approval is received by the building principal.
- B. Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as OSEA material and contain the name of the Association person and are not detrimental to District/employee relations or defaming to any individual. The Association agrees to hold the District harmless should such use of inter-school mail be found in violation of state or federal laws.
- C. The Association will provide the Superintendent with a list of authorized representatives who may be allowed to visit the work areas of employees with a clearance through the building principal.
- D. Association representatives, elected or appointed, shall be granted time off without loss of pay from their regular school duties to attend local meetings dealing with grievance proceedings and labor negotiations if scheduled by the District within regular work hours. Whenever possible, such meetings will be scheduled so as not to interfere with normal duties. The District shall not be obligated to pay overtime compensation due to the provision of this section.

ARTICLE VIII: EVALUATIONS

- A. Each employee shall be evaluated in writing at least once per work year. Evaluations shall be based upon the employee's job description and his/her performance on the job in relation to the skills needed. The written evaluation shall be given to the employee for signature. However, the signature does not necessarily mean agreement with the evaluation. The employee may respond to the evaluation in writing within ten (10) working days and such response shall be attached to the evaluation and placed in the personnel file.

ARTICLE IX: PERSONNEL RECORDS

- A. The personnel records of any employee in the bargaining unit shall be maintained in the District's personnel office. Such personnel records shall not contain any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material. An employee shall have the right to attach a written statement of explanation to any material. If the employee refuses to sign or initial such

statements, then the supervisor or administrator, and a witness will then sign the statement which then is placed into the employee's file.

- B. Employees may request removal of any letters of caution, warning, or reprimand that are more than three (3) years old; however, removal of such materials requires superintendent approval.
- C. Material placed in the personnel record of an employee without conformity with the provision of this agreement will not be used by the Board in any subsequent evaluation or disciplinary procedure involving the employee.

ARTICLE X: EMPLOYMENT AND ASSIGNMENT

- A. New employees will be placed on probationary status for the first four (4) months of employment. During this time they will have an opportunity to demonstrate their competence for a particular job. At the end of the probationary period the supervisor will perform an evaluation. If their performance is not satisfactory the District may consider reassignment or termination.
- B. If any employee's job description is changed in ways that significantly impact the level of responsibility or nature of the job, the employee's salary shall be subject to renegotiation. The Superintendent shall notify the Association President of any such change in job description. An employee may request a job review by the Superintendent in accordance with District policy.
- C. The District shall notify the Association President of job openings and during the school year shall deliver the job opening notice to each District building at least five (5) days before the closing of the application period. Posting will be made by the District-designated employee(s) at each building. During the summer posting will be only at the District Office and will be posted for ten (10) days before the closing of the application period.
- D. When an employee is promoted or reclassified to a higher paying position, the employee shall be moved to the step on the new salary schedule that results in an increase.

ARTICLE XI: HOURS

- A. Each employee will have a scheduled break not to exceed ten (10) minutes for every four (4) hours of work. An employee working more than five (5) hours per day shall have in addition to the break, one-half (1/2) hour unpaid, uninterrupted lunch break. An employee working more than seven (7) hours per day shall have a scheduled additional ten (10) minute break. Breaks are not accumulative.
- B. An employee called back to work shall be guaranteed a minimum of two (2) hours at that employee's regular rate of pay.
 - 1. For the purpose of this provision, "called back to work" means when an employee is called

back by his/her supervisor or an administrator to perform work not within such employee's work schedule.

2. An employee is not entitled to compensation when he/she performs such work without authorization by a designated school official.
- C. An employee in the bargaining unit shall not be required to work in addition to forty (40) hours per week without compensation of time and a half (1 1/2) of that employee's rate of pay or the time and half (1 1/2) equivalent in compensatory time off.
1. No overtime will be worked and no overtime paid by the District unless the employee has prior approval in writing of the principal or Superintendent for the specific overtime hours to be worked.

ARTICLE XII: SALARY

- A. Salaries for the classified employees in the bargaining unit for the 2015-2016 school years shall be as indicated on Appendix A. The salary schedule includes a 2.5% increase for 2015-2016. Each eligible employee not already at the top step of the salary schedule shall advance one (1) step on the salary schedule for the respective school years.
1. The District shall increase the salaries for 2016-2017 and for 2017-2018 by a minimum of 1.5% to a maximum of 3.5%. The increase shall be calculated using the Portland CPI-W (Consumer Price Index Urban Wage Earners & Clerical Workers) annualized average for the twelve (12) reporting periods ending December of the preceding year.
 2. The District will add one step to the salary schedule for 2016-2017, and eligible employees who were previously at the top step shall advance one (1) step.
- B. Salaries as indicated above shall be for the term of this contract, unless amended or supplemented by mutual agreement of the Board and the Association.
- C. Experience credit shall be given for new employees who have had previous successful work experience in the same classification. The amount of credit to be given will be determined by the Superintendent and the supervising principal. New employees shall not be placed higher than Step Two (2) on the salary schedule when beginning work and may be advanced no higher than Step Four (4) after completing four (4) months successful employment in the District.
- D. Criteria for Placement as Instructional Assistant II; Employees shall be placed as Instructional Assistant II under one or more of the following conditions:
1. Use of bilingual skills is an essential part of the job required by the District;
 2. The employee is required to receive specific, specialized training to meet medical or behavioral protocols for their assigned student(s);

3. The District receives verification of employee's successful completion of a two-year or four-year college degree program.
 4. Employee has met the criteria under No Child Left Behind (NCLB) as a qualified Para-professional, with documentation provided to the District prior to placement.
- E. If an employee is transferred to a position of lesser pay, that employee shall maintain the current rate of pay for the remainder of the current school year except as follows:
1. The employee requests a voluntary transfer to a lower paying position.
 2. The transfer is the result of disciplinary action or the inability of the employee to perform satisfactorily in the current position.
- F. Extra Duty Compensation: Any employee who performs duties authorized by the principal or Board as follows:
1. Scoreboard operator, scorekeeper; timer, monitor at athletic events, etc.
 2. Supervision at school functions and performance of duties as listed above shall be compensated at the same rate of pay per hour as defined in the current licensed bargaining agreement.
- G. The District retains the right to use volunteers to cover supervision of activities, timers, spotters, field judges, scorekeepers, downs-keepers, announcers, ticket sellers and takers. Agreed upon assigned duties made by the building principal or designee for the above functions and the classified member of the bargaining unit will be paid in accordance with the licensed bargaining agreement.

ARTICLE XIII: BENEFITS

- A. Holidays for employees in the bargaining unit shall be:
1. New Year's Day
 2. Martin Luther King Jr. Day
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Veteran's Day
 7. Thanksgiving Day
 8. Christmas Day
- TOTAL Eight (8) days
- B. Holiday pay shall be paid for the above named holidays which fall within the period of the employee's assignment as described in the job description for all regular employees who are

**DAYTON SCHOOL DISTRICT #8: Oregon School Employees Association
Dayton Chapter #88 2015-2018**

actively on the payroll of the District the day before and the day after the holiday or are eligible for paid leave.

- C. Vacation time shall be earned only by twelve-month employees at the rate of two (2) weeks per year for the first five (5) years of service and shall increase one (1) day per year thereafter to a maximum of three (3) weeks per year. Vacation days shall be scheduled through the District Office. Employees will be given an opportunity to request a specific vacation schedule, but it must be approved by the Superintendent.
- D. The District shall provide full family medical, dental, and vision insurance coverage for members of the bargaining unit and their eligible dependents. The District shall incur no additional cost above that which is outlined in this Article. The District monthly contribution (cap) for medical benefits shall be prorated as follows:

20-29 hours/week	75% of cap
30 or more hours/week	Full cap

For the 2015-2016 school year, the District shall contribute a maximum of one thousand one hundred and sixty dollars (\$1,160) toward full family, medical, dental, and vision composite rate insurance premiums per month. Any premium costs above this maximum amount shall be paid by employees via payroll deductions. The Association will move to a tiered rate structure beginning in the 2016-2017 contract year. Additionally, the parties agree that no insurance option or cap will be in place that will cause the District to pay penalty fees under the Affordable Care Act.

The insurance cap for the second and third years will be equivalent to the licensed cap for those years (2016-2017 and 2017-2018). Any premium costs above the maximum amount shall be paid by employees via payroll deductions.

Classified employees who are eligible for medical benefits may opt out by notifying the District in writing and providing proof of other medical insurance coverage. The following incentives are offered during the life of this contract:

1. For eligible members who enroll in an OEBC High Deductible Plan (i.e. Plan H), the District will contribute \$1,000 into a Health Savings Account (HSA) to be front-loaded.
2. For eligible members who opt out from the District's medical, dental, and vision coverage and provide proof of other medical insurance coverage, the District will contribute \$3,500 toward an HSA plan, or to purchase Section 125 medical-related benefits. The opt out benefit will be prorated at the same percentage for eligible benefits as specified above.

- E. The District shall establish a professional growth fund in the amount of \$5,000, with a maximum of \$200 per employee per year for courses offered which result in self-improvement, and therefore better prepares the employee to serve the students and staff.

1. The courses must be related closely to the employee's work with the District. If the administration requests an employee to attend a seminar, etc., the District shall pay the cost of such. The building principal's approval is required prior to starting the course.
 2. If an employee expends an amount above the \$200 they may be reimbursed for an amount over \$200 only if there is money left in the professional growth fund at the end of the fiscal year. The excess reimbursement shall be prorated among all employees requesting same.
- F. Employees required to drive their personal automobiles for business of the District approved by the school administration, shall be reimbursed at the District approved rate.
- G. The District will require all employees to attend a four (4) hour orientation period at the beginning of the school year to be scheduled by the administration for all classified employees at a single meeting. This meeting will be scheduled and conducted by the District during the week prior to the opening day of school during the District in-service.
- H. Employee leave information shall be included on earnings statements as payroll software allows, and/or leave balance inquiries may be made to the District Office by the employee as needed.
- I. The District shall provide a uniform allowance of \$175 per year for food service and custodial staff. The uniform allowance is for purchase of required uniforms based on the job (custodial or food service). The allowance will be reimbursed upon receipt of a signed itemized request prior to March 1 of each year.
- J. The District agrees to provide specific training for employees assigned to students having specialized physical, behavioral or medical needs. Such training shall be provided by the District, at no cost to the employee as soon as feasible after the assignment is made.
- K. Admission to Extracurricular Activities: As a contracted benefit, all staff members will be entitled to receive free admission passes to attend with their family/household members all extracurricular activities within the District. These passes are not transferable. Staff members in attendance at an event should understand that they may be called upon to provide assistance if needed.

ARTICLE XIV: LEAVES

- A. **Sick Leave:** The District will provide each classified employee at least ten (10) days or one (1) day per month sick leave each year, whichever is greater, in accordance with ORS 332.507. Employees working less than full time shall receive sick leave on a pro-rated basis.
- B. **Family Leave:** Employees may take up to ten (10) days of accrued sick leave per year to be used for an injury/illness in the employee's family, to include spouse, children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, former legal guardians, or any other individuals residing in the staff member's household. Additional days may be granted

by the Superintendent.

- C. **Personal/Emergency Leave:** Each employee may use three (3) contract days per year (non-accrued) for personal, legal, business, household, family, or emergency matters which require absence during school hours. No specific reason is required. To the extent feasible, such leave must be requested in writing at least twenty-four (24) hours in advance and be approved by the administration. Personal/Emergency leave shall not be used to extend a vacation or holiday period without prior approval of the administration. At the end of the fiscal year, each classified employee will be paid 50% of the employee's daily rate for each of the three (3) personal/emergency whole or half days not used; payment will not be made for single hours of unused leave.
- D. **Bereavement Leave:** All classified employees shall be granted bereavement leave for up to three (3) occurrences during the school year, at a rate of three (3) days per occurrence, non-accrued, for the death of a relative or friend. Bereavement leave benefits under the District shall run concurrently with bereavement leave provided under state law FMLA/OFLA. OFLA guidelines will be followed including definition of family member, time lines, and eligibility. Family members are defined under OFLA to include the employee's spouse, same-sex domestic partner, child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's same-sex domestic partner or spouse. Leave will be deducted from the employee's leave if available; otherwise it will be unpaid leave.
- E. **Disability/Maternity Leave:** In the event of a disability or request for maternity leave, an unpaid leave of absence may be granted by the Board to employees when accrued sick leave has been used. The Board will, when granting such leave, identify the length of the leave and the conditions for the return to work.
- F. **Unpaid Leave:**
1. The District will comply with all provisions of the Family and Medical Leave Act under both the Federal and State laws.
 2. Additional unpaid leave may be granted at the discretion of the Superintendent. Such leave must be approved in advance.
- G. **Professional Leave:** Professional leave with or without pay may be authorized by the District for attending educational conferences or for other purposes related to employee's assignments.
- H. **School Closure:** All employees shall be paid for the number of contract days regardless of school closure because of weather. Because the employee has already been paid for the day, the employee will not be additionally compensated for make-up days. Make-up days may be on previously scheduled in-service days, or additional end-of-year days, as determined by the Board. Employees, whose work assignment is twelve (12) months (i.e. custodians), will report to work when students are excused because of inclement weather.

1. For school closure other than inclement weather, employees will be paid for a regular day if school is closed after they have worked at least half of their regular work day and are sent home early. If school is closed after they have arrived at work but before they have worked half a day, they will be paid for half a day. Those who do not come in for any work time will not be compensated. In emergency/safety situations, the District may require specified employees to work.
 2. Any time loss experienced by an employee due to school closure for purposes other than inclement weather may be made up at a time mutually agreeable by the district and the employee, except when the District extends the school year to make up the time.
- I. **Injury on Duty:** Absence due to compensable injury as defined in ORS 656.002(6) and incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. Provided the employee consents, the District shall pay to such employee the difference between his regular salary and the benefits received by him under the Worker's Compensation Act; this amount will be charged to sick leave, pro-rata (in proportion).

ARTICLE XV: DISCIPLINE AND DISCHARGE

- A. The parties agree that the purpose of employee discipline should be corrective in nature. To that end, the following steps shall be used:
1. The employee shall be informed of the area(s) or actions(s) of concern and possible consequences.
 2. The District shall investigate the charge(s) in a fair and objective manner, including giving the employee an opportunity to respond.
 3. Discipline shall be progressive in nature and relevant to the nature of the offense(s) with consideration of the employee's past employment with the District.
- B. Prior to any action to dismiss, the Superintendent will notify the employee of the charges, potential consequences, and opportunity for a pre-dismissal hearing with the Superintendent. The employee may bring a representative to the hearing.
- C. If the Superintendent acts to dismiss the employee, the employee may, within fifteen (15) days, request a hearing with the School Board in accordance with ORS 342.544.

ARTICLE XVI: GRIEVANCE PROCEDURE

A. **Definitions:**

1. **Grievance:** A "grievance" is a claim by an employee or the Association based upon the interpretations, application, or violation of the Agreement or administrative decisions of unfair or inequitable treatment affecting an employee or a group of employees.

2. **Grievant:** An "grievant" is the person or persons or the Association making the claim.
3. **Party in Interest:** A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. **Days:** "Days", for the purpose of this procedure, shall be defined as regular District business days.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given an opportunity to be present at such adjustment and to state its views.

C. Procedure:

1. **Term Limits:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
2. **Year-End Grievances:** In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within twenty (20) days thereafter.
3. **Level One - Principal or Intermediate Supervisor:** A classified employee with a grievance shall first discuss it with the principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Such a discussion must be initiated by the grievant or the Association within ten (10) days of the occurrence of the alleged contract violation, or the matter may not be processed through the grievance procedure.
4. **Level Two - Superintendent:** If the grievant is not satisfied with the disposition of the

grievance at Level One, within ten (10) days of receiving the Level One response, the grievant or the Association may appeal that decision to the Superintendent. The Superintendent shall have ten (10) days to render a decision.

5. **Level Three - School Board:** If the grievant is not satisfied with disposition of the grievance at Level Two, within ten (10) days of receiving the Superintendent's response, the grievant or the Association may submit the grievance to the School Board. Within five days of receipt of the appeal, the School Board will notify all official parties of the date and time of the hearing.
6. **Level Four - Arbitration:** A dispute or disagreement involving the interpretation or application of specific provisions of this Agreement may be submitted to binding arbitration when all steps provided for in the grievance procedure have first been exhausted by both parties, and when the issue involves the interpretation or application of a specific provision of this Agreement.
 - a. Within ten (10) days of receiving a copy of the Board's grievance decisions, the grievant may request in writing that the Association submit the grievance to arbitration.
 - b. The parties shall attempt to reach mutual agreement on the choice of an arbitrator. Failing to do so, the Association shall request a list of seven (7) arbitrators be submitted to the parties by the Employment Relations Board, and an arbitrator shall be chosen by alternatively striking names from the list. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
 - c. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision no later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him.
 - d. The arbitrator's decision shall be in writing on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall not add to, subtract from, modify or amend any terms of this Agreement, nor shall any obligations be imposed on the Association or the District not expressly agreed to by the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. If the arbitrator exceeds the arbitrator's authority, any award granted shall be declared null and void.
 - e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Right of Employees to Representation:

1. **Employees and Association:** Any grievant may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.
2. **Reprisals:** No reprisal of any kind shall be taken by the Board or by any member so 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.

E. Miscellaneous:

1. **Group Grievance:** If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance procedure will commence at Level Two.
2. **Written Decision:** Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at Level Two, Three, and Four of the grievance procedure shall be in writing, setting the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Section C, Paragraph 5(c) of this article.
3. **Forms:** Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. **Meetings and Hearings:** All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

ARTICLE XVII: FUNDING

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures. The parties further recognize that the revenue received by the District is affected by circumstances outside the control of the District's Board of Directors.
- B. If, on the March State Department of Education estimate of state funding for Dayton School District for the upcoming year, the anticipated number of dollars of state support, adjusted for ADM, is less than 102% of the anticipated number of dollars of state support provided for the current year, then the District may reopen, no later than April 1, on salary and insurance only under ORS 243.698 as it was written on January 1, 2015. The Association may reopen, no later than April 1, on insurance only, should the anticipated increase in premiums be 15

percent or greater.

- C. This Agreement does not guarantee any level of employment.
- D. Additionally, if the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in this Agreement while the schools are closed.

ARTICLE XVIII: STRIKE AND LOCKOUTS

- A. During the term of this Agreement, the Association and the members of the bargaining unit will not initiate, cause, permit, participate, or join in any strike, work stoppage or slowdown involving any dispute between the Association and the District. Participation in any of the above prohibited activities will be sufficient cause for disciplinary action, including discharge.
- B. There will be no lockout of members of the bargaining unit by the District as a consequence of any dispute arising between the District and the Association during the term of the Agreement.

ARTICLE XIX: LAYOFF AND RECALL


- A. **Seniority:**
 - 1. Seniority shall date from the first day of actual service after the employee's most recent date of hire as a regular school employee. Ties shall be broken by reference to the date the employee's application was received by the District. Upon request by the Association, the District will provide a current seniority list of bargaining unit members.
 - 2. An employee's seniority shall be lost upon dismissal, resignation, retirement, or failure to return to work upon recall within ten (10) working days after the District mails a certified letter to the employee at the employee's last known address.
 - 3. Seniority will not be broken by time on approved leaves.
- B. **Notice:** The District will notify the Association and the affected employees of layoff at least two weeks in advance of the date of layoff. Employees laid off may remain a part of the bargaining unit insurance group for up to 18 months after layoff by paying the insurance premium, in advance, to the District.
- C. **Criteria:** Layoff will be based on (1) seniority within the job classification (secretarial/clerical, maintenance/custodial, cafeteria, educational assistants); (2) performance based upon evaluations and other materials in the personnel files; and (3) special training and occupational skills. Employees who have in the past held a position with the District in a

different job classification will retain rights to be considered for retention within the classification as well as in keeping with these three criteria.


- D. **Recall:** A laid-off employee will remain on the recall list for eighteen (18) months after layoff unless he/she (1) waives the right to recall in writing; (2) resigns from the District; (3) fails to accept within seven (7) calendar days from the time of receipt of the notice of recall (sent to the last address given the District by the employee) and to return within twenty-one (21) days from the time of receipt of the notice, to a position which is within the same classification as the former position.
 - 1. Employees shall be recalled by classification in reverse order of layoff as long as they meet the qualifications for the vacancy, including requirements for special job skills.
 - 2. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored upon his/her return to active employment. The employee shall thereafter be placed on the salary step on which he/she was placed prior to layoff.

ARTICLE XX: EXECUTION

Executed this 14th day of July, 2015, at Dayton, Oregon by the undersigned officers, by the authority of and on behalf of the Dayton Board of Education and the Dayton Chapter of Oregon School Employees Association, and it shall be in effect from the date of ratification through June 30, 2018.


Chairman Board of Education

7/14/15
Date


Lisa Willard, Dayton Chapter OSEA President

7/16/15
Date

APPENDIX A

CLASSIFIED SALARY
2015-2016

CLASSIFICATION	STEPS										
	1	2	3	4	5	6	7	8	9	10	11
Instructional Assistant Food Service Assistant	\$ 11.69	\$ 12.04	\$ 12.40	\$ 12.77	\$ 13.16	\$ 13.55	\$ 13.96	\$ 14.38	\$ 14.81	\$ 15.25	\$ 15.71
Instructional Assistant II	\$ 12.19	\$ 12.56	\$ 12.93	\$ 13.32	\$ 13.72	\$ 14.13	\$ 14.56	\$ 14.99	\$ 15.44	\$ 15.91	\$ 16.38
Technician	\$ 12.66	\$ 13.04	\$ 13.43	\$ 13.83	\$ 14.25	\$ 14.68	\$ 15.12	\$ 15.57	\$ 16.04	\$ 16.52	\$ 17.01
Secretary Custodian	\$ 13.12	\$ 13.51	\$ 13.92	\$ 14.34	\$ 14.77	\$ 15.21	\$ 15.67	\$ 16.14	\$ 16.62	\$ 17.12	\$ 17.63