

Dayton School District #8

and

Oregon School Employees Association Dayton
Chapter #88

AGREEMENT

2023-2026

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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 “OSEA” or “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, temporary, and substitute employees are excluded from the bargaining unit. Also excluded are employees retired under the Oregon Public Employees Retirement System/Oregon Public Service Retirement Plan (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 (1) month after ratification of this agreement by both parties, the Board agrees to produce and make available to the Chapter 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 one hundred twenty (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 (12) month employee shall be defined as a person hired for a specific assignment performing duties at least two hundred fifty (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.

ARTICLE II: SUCCESSOR AGREEMENT

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, 2026.

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, 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 government 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 workloads.
 - 8. The right to relieve probationary 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 the 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. Should a dues-paying member of the Association choose to cancel their membership, they must contact the Salem office of OSEA. OSEA will process the membership cancellation and notify the District to discontinue dues deductions.
- C. 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 state office of OSEA.

ARTICLE VI: PAYROLL DEDUCTIONS

- A. Upon written request from the classified employees, 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. A Better Community – Dayton Education Fund (ABC-DEF).
 6. 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.
 7. 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.

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. The Association and its representatives shall have the right of access to school buildings for meetings, provided there is no interference with the regular school program and the principal is notified in advance of the building use and a custodian is on duty; or by other administrative arrangement.
- B. For Association meetings, the Association shall have the right to use school facilities and equipment, computers, copy machines, and all types of audio/visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.
- C. The Association shall have the right to use the interschool mail as it deems necessary. The communications are to be labeled as Association materials and contain the name of the Association official. The provision is subject to postal service regulation.
- D. 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.
- E. Association representatives, elected or appointed, shall be granted reasonable time off without loss of pay from their regular school duties to attend local meetings dealing with grievance proceedings, investigatory meetings or hearings, labor-management, other employment relations meetings (safety committees, etc.), to provide information regarding the collecting bargaining agreement (CBA) to new employees within thirty (30) days from date of hire and during new employee orientation, and contract 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. Twenty-four (24) hours of release time for Association Chapter President or designee, per year shall be allotted for Association duties.
- F. The District shall furnish the chapter president, OSEA's Director of Financial Operations, and the OSEA Field Representative with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:
 - 1. the employee's name and date of hire;
 - 2. cellular home, and work telephone numbers;
 - 3. personal and work electronic mail addresses;
 - 4. home and personal mailing address; and
 - 5. the employee's job title, salary, and worksite location.

The District shall provide the information within ten (10) working days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for all employees in the bargaining unit.

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 their 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. If the employee refuses to sign or initial such statements, the supervisor or administrator, and a witness will sign the statement which 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 (four) months of employment. During this time they will have an opportunity to demonstrate their competence in a particular job. The District retains the right to terminate a probationary employee at any time during the probationary period for any reason. 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 Chapter 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 Chapter 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 and be posted to the District website. 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 the District website 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 of not less than 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 meal break. An employee working more than seven (7) hours per day shall have a scheduled additional ten (10) minute break. Breaks are not accumulative. Break time does not include travel time to the work location.
- 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 their supervisor or an administrator to perform work not within such employee's work schedule.
 2. An employee is not entitled to compensation when they perform 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 ½) of that employee's rate of pay or the time and a half (1 ½) equivalent in compensatory time off.
1. No overtime will be worked, and no overtime paid by the District unless the employee has prior work approval in writing from 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 2023-2026 school years shall be as indicated in Appendix A, Appendix B, and Appendix C.
1. The salary schedule includes a new classification of "Program Specialist" which includes the positions of Student Manager and Homeless/Migrant Liaison and any other positions negotiated between the District and Association.
 2. The salary schedule includes a one-time increase in the SLC Assistant rate which raises it to the same level as Technician.
 3. The salary schedule includes a nine percent (9%) increase for 2023-2024 school year as indicated in Appendix A. The salary schedule includes a three percent (3%) increase for 2024-2025. The salary schedule includes a three percent (3%) increase for 2025-2026. 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. The first two steps of the

salary schedule have been dropped and an additional step has been added for a total of 11 steps. Each employee will be placed 2 columns lower on the new salary schedule except those in column 12 will now be in column 11.

4. The differential between each step is four percent (4%).
5. Employees on Step 2 on the salary schedule for the 2022-2023 school year will receive a 1 time \$1,500 stipend in September of 2023.
6. Classified staff with more than five (5) years of service to the District will receive a longevity stipend based on the number of years of service to the District. The longevity stipend will be paid each September beginning in year six (6) of service to the District as follows:

Years of Service	Amount
Six (6) to ten (10)	One hundred fifty dollars (\$150)
Eleven (11) to fifteen (15)	Two hundred dollars (\$200)
Sixteen (16) to twenty (20)	Two hundred fifty dollars (\$250)
Twenty-one (21) to twenty-five (25)	Three hundred fifty dollars (\$350)
Twenty-six plus (26+)	Four hundred dollars (\$400)

- B. Salaries as indicated above shall be for the term of this contract, unless amended or supplemented by mutual agreement of the Board of the Association.
- C. Experience credit shall be given to 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 in compliance with Oregon's pay equity laws.
- D. Criteria for placement as Instructional Assistant II: Employees shall be placed as Instructional Assistant II under one (1) or more of the following conditions:
 1. The employee is required to receive specific, specialized training to meet medical or behavioral protocols for their assigned student(s)
 2. The employee has met the criteria under federal Department of Education requirements as a qualified Para-professional, with documentation provided to the District prior to placement.
- E. Instructional Assistants assigned to work one-on-one with a high needs student will be paid at the SLC rate at their same step regardless of the physical location of the employee's assignment.
- F. 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.
- G. 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.
- H. The District retains the right to use volunteers to cover supervision of activities, timers, spotters, field judges, scorekeepers, down-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.
- I. A four percent (4%) differential will be applied for bilingual staff who are required to use the skill in their position (i.e. secretary, ELL IA, translation, migrant IA).
- J. The District agrees to pay the employee's required contribution in accordance with ORS 238.200 and shall "pick-up", assume, and pay the six percent (6%) employee contribution to the Public Employee Retirement Fund for the employee members who participate in the Public Employee Retirement System (PERS). Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the remainder of this Agreement.
- K. A classified staff member who substitutes for an absent classified staff member will move up the wage level of the absent classified staff member, but will remain on their current step provided:
1. The rate of pay of the absent classified staff member is higher; and
 2. The time substituted totals at least one-half (1/2) day of the position's time.

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. Juneteenth
 5. Independence Day

- 6. Labor Day
- 7. Veterans Day
- 8. Thanksgiving Day
- 9. Christmas Day
- TOTAL Nine (9) 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 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 (12) 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. Unused vacation days of no more than two (2) weeks per year will roll over into the following year with a maximum accrual of five (5) weeks. Any unused vacation over five (5) weeks will not roll over or be paid out.
- D. The District shall provide the 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:

Twenty to twenty-nine (20-29) hours/week	Seventy-five percent (75%) of cap
Thirty (30) or more hours/week	Full cap

An insurance committee made up of members of the District Team and Association Team will meet in late spring each year to set the cap based on the premiums of these foundational plans: MODA Plan 5, Willamette Dental Plan and VSP Choice. If the combined cost of these plans goes up by seven percent (7%) or more, the District can ask to reopen negotiations on the insurance cap.

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 OEBA High Deductible Plan (i.e., Plan H6), the District will contribute one thousand dollars (\$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 allow up to fifty percent (50%) of the total District insurance contribution (in total cost to the District) in a HRA VEBA account.

- E. The District shall establish a professional growth fund in the amount of ten thousand dollars (\$10,000), with a maximum of five hundred dollars (\$500) 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 in 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 five hundred dollars (\$500) they may be reimbursed for an amount over five hundred dollars (\$500) 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 new 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 District will provide the Association with thirty (30) minutes to have reasonable access to meet with new bargaining unit members. 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 the earnings statements as payroll software allows. Leave balance inquiries may be made to the District Office by the employee as needed.
- I. The District shall provide a uniform stipend of two hundred dollars (\$200) per year for food service and custodial staff. The uniform stipend is for purchase of required uniforms based on the job (custodial or food service).
- 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. The District shall reimburse a classified employee up to \$100 per incident for the cost of any clothing or other personal property damaged or destroyed as a direct result of an assault on an employee's person while the employee is acting in the discharge of their duties within the scope of their employment, as long as an Accident/Injury Report is made within two (2) working days and a claim for the damaged property is made at that time.
- L. Admission to Extracurricular Activities: As a contracted benefit, all staff members will be entitled to receive free admission family passes to attend regular season home games. OSAA guidelines supersede these benefits. 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.

M. The District shall provide a cell phone stipend of three hundred dollars (\$300) per year for custodial staff. The stipend is for the purchase of cell phone service for communication during working hours.

N. Retirement:

1. Upon retirement from the District and PERS, a classified staff member will be paid a lump sum amount based on full time equivalent number of years of accumulated service to the District:

- Ten to fourteen (10-14) years – five hundred dollars (\$500);
- Fifteen to nineteen (15-19) years – one thousand dollars (\$1,000);
- Twenty (20) or more years – one thousand five hundred dollars (\$1,500).

2. Early Retirement – Eligibility: The intent of early retirement is to fill the span between “early retirement” and eligibility for Medicare or Social Security. Hence, anyone reaching eligibility for Social Security or Medicare does not also qualify for early retirement. To be eligible for early retirement, an individual must meet all of the following criteria:

- a. Fifty-five (55) years of age or thirty (30) years in Oregon PERS.
- b. Twenty (20) years of service to the Dayton School District.
- c. The classified employee interested in early retirement shall communicate their desire in writing to the Superintendent no later than April 15th.
- d. During the life of the contract, up to six (6) classified employees will be eligible for early retirement benefits. If more than six (6) classified employees request early retirement during the life of the contract, the person(s) with the greatest length of continuous service will have priority.
- e. At the discretion of the Board, retirement may be allowed for other circumstances; however, the amount received by any person who might be allowed to retire shall not be greater than that which would have been received had the individual retired a fifty-five (55) years of age or thirty (30) years in Oregon PERS.
- f. The early retirement benefit shall be a lifetime maximum of twenty thousand dollars (\$20,000) per individual. This will be paid as a monthly stipend beginning in the month following retirement at a rate not less than five hundred dollars (\$500) per month and not higher than the per-month rate for full family medical, dental, and vision insurance, until the twenty thousand dollar (\$20,000) maximum is reached, or upon the death of the early retiree.

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 prorated basis. Sick leave shall accrue on an unlimited basis and will roll over from year to year.

1. The District shall allow new employees to transfer unused sick leave from the Oregon school district where they were employed, as provided by ORS 332.507 (4). Upon an employee's retirement from the Public Employees Retirement System (PERS), the District shall transfer all of their unused accumulated sick leave to PERS according to ORS 332.507 (5).

B. Oregon Paid Family Medical Leave Insurance (PFMLI)/ Paid Leave Oregon (PLO)

In 2019, the Oregon Legislative Assembly passed House Bill 2005, the Paid Family Medical Leave Act (the "Act"). The Act, which applies to the District and members of the Association, requires covered employers to establish a paid family and medical leave insurance ("PFMLI") plan. Employers may provide this benefit through the State-administered plan, which is referred to as Paid Leave Oregon ("PLO"), or they may create an "equivalent plan" that provides equal or greater benefits than PLO.

1. **Notice of Right to Benefits and Options.**
The District will provide employees with notice of their rights to PFMLI benefits as required by law and make details regarding the process for applying for and receiving benefits available to employees online. When an employee submits a request for PFMLI benefits, the District will provide the employee with information setting out their options.
2. **Maintaining Income Pending PFMLI Claim Approval with Accrued Paid Leave.**
If an employee experiences a delay between the date they file their PLO claim and the date benefits are received, they may use applicable accrued paid leave to maintain paid status while awaiting receipt of PFMLI benefits. The employee will choose what order to utilize their paid leave. If the employee receives more than 100% of their regular wages between the PFMLI benefits and the payments from their accrued paid leave, the District shall deduct the excess pay from one of the employee's accrued leave banks, in the order selected by the employee (e.g., if the employee's regular wages are \$1,000 per week and they receive \$1,000 in pay by utilizing paid leave initially, and then receives \$600 in PFMLI payments after their claim is approved, the District would deduct \$600 worth of accrued leave from the employee's leave bank so they do not receive more than their regular wages).
3. **Supplementing PFMLI Benefits.**
Many employees' PFMLI payments will be less than 100% of their regular wages. The District agrees that employees may choose to supplement the PFMLI benefits by utilizing accrued paid leaves. Employees who choose to supplement their PFMLI benefit will determine what order they use their paid leave. Employees may not receive more than 100% of their regular wages if they choose to supplement their PFMLI payments. The District will calculate the number of hours required to cover the difference between PFMLI benefits paid

to the employee and the employee's regular weekly average earnings and deduct those hours from the leave bank(s) designated by the employee.

4. Continuation of Benefits.

While receiving PFMLI benefits, the District will continue to provide all District-provided insurance benefits (e.g., health insurance) and continue to pay any contributions required by this Agreement. Any required employee contributions towards those benefits will be deducted from employee paychecks if the employee elects to supplement their benefits with accrued leaves as allowed above. Employees who do not elect this option are responsible for remitting the Employee portion pursuant to Payroll requirements for continuation of these benefits.

5. Agreement to Withhold Moneys Owed Through Payroll Deduction.

To ensure that the District is able to collect moneys the employee owes because they elected to repay the District for PFMLI benefits under the paragraphs above, employees may be required to sign a written agreement authorizing the District to deduct those sums from future paychecks. The repayment terms for employees who have returned to work will be reasonable in length based on the circumstances, including the total amount of the money owed, the employee's wage rate, and any financial hardship the employee may be facing.

6. Seniority Accrual.

Employees taking leave under the Act will not lose seniority rights accrued before the date on which their leave commenced. An employee's probationary period will be adjusted proportional to their PFMLI use if the period of PFMLI leave exceeds two weeks to ensure adequate observation time for the District to evaluate suitability for regular status.

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 fifty percent (50%) of the employee's hourly rate for each whole hour remaining, partial hours will not be paid.

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 five (5) days per occurrence, non-accrued, for the death of any member of the immediate family or other relative living in the same household. Three (3) days may be granted by the superintendent for other persons such as an extended family member, close friend, or colleague. 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, timelines, 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/Parental Leave:** In the event of a disability or request for parental 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 FMLA 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 other purposes related to the 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.
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 one half (1/2) of their regular workday and are sent home early. If school is closed after they have arrived at work but before they have worked one half (1/2) a day, they will be paid for one half (1/2) 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 their regular salary and the benefits received under the Worker Compensation Act; this amount will be charged to sick leave, pro-rata (in proportion).

ARTICLE XV: DISCIPLINE AND DISCHARGE

- B. 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 District must have just cause for discipline or dismissal of non-probationary classified employees.
 2. The employee shall be informed of the area(s) or action(s) of concern and possible consequences.
 3. The District shall investigate the charge(s) in a fair and objective manner, including giving the employee an opportunity to respond.
 4. 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.
- C. 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.
- D. 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 Board Policy.
2. **Grievant:** A "grievant" is the person or persons or the Association making a claim.
3. **Part 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 Immediate 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. If the grievance is with a principal, then skip Level Two and proceed to Level Three.
4. **Level Two – Principal:** 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 in writing that decision to the Level Two Supervisor. The Level Two Supervisor shall have ten (10) days to render a decision.
5. **Level Three – Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Level Two, within ten (10) days of receiving the Level Two response, the grievant or the Association may appeal that decision to the Superintendent. The Superintendent shall have ten (10) days to render a decision.
6. **Level Four – School Board:** If the grievant is not satisfied with the disposition of the grievance at Level Three, 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 (5) days of receipt of the appeal, the School Board will notify all official parties of the date and time of the hearing.
7. **Level Five – 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 (ERB), 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, hold hearings promptly and shall issue their decision no later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then the date of the final statements and proofs on the issues are submitted.
- 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 violates 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 represent themselves at all stages of the grievance procedure by, or, at this 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 of the administration against any party in interest, representative, member of the Association, or 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 hearing 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. This Agreement does not guarantee any level of employment.
- C. 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 receipt 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 leave.

B. **Notice:** The District will notify the Association and the affected employees of layoff at least two (2) weeks in advance of the date of layoff. Employees laid off may remain a part of the bargaining unit insurance group for up to eighteen (18) months after layoff by paying the insurance premium, in advance, to the District.

C. **Criteria:** Layoff will be based on (1) seniority with the job classification (secretarial/clerical, maintenance/custodial, cafeteria, educational assistant); (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 (3) criteria.

D. **Recall:** A laid-off employees will remain on the recall list for eighteen (18) months after layoff unless they (1) waive the right to recall in writing; (2) resign from the district; (3) fail 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 their return to active employment. The employee shall thereafter be placed on the salary step on which they were placed prior to layoff.

ARTICLE XX: EXECUTION

Executed on this (Date), at Dayton, Oregon by the undersigned officers, by the authority of and on behalf of the Dayton Board of Education and the Oregon School Employees Association Dayton Chapter 88, and it shall be in effect from the date of ratification through June 30, 2026.



Larry Ringnalda, Chairman Board of Education

6-13-23
Date



Zachary Brooks, OSEA Dayton Chapter 88 President

7/1/23

Date



Shawna Meechan, OSEA Field Representative

7/17/23

Date

Appendix A
Classified Salary
2023-2024

CLASSIFICATION	STEPS										
	1	2	3	4	5	6	7	8	9	10	11
Instructional Assistant	\$15.91	\$16.55	\$17.21	\$17.90	\$18.62	\$19.36	\$20.13	\$20.94	\$21.78	\$22.65	\$23.56
Food Service Assistant	\$15.91	\$16.55	\$17.21	\$17.90	\$18.62	\$19.36	\$20.13	\$20.94	\$21.78	\$22.65	\$23.56
Instructional Assistant II	\$16.57	\$17.23	\$17.92	\$18.64	\$19.39	\$20.17	\$20.98	\$21.82	\$22.69	\$23.60	\$24.54
SLC Assistant	\$17.09	\$17.77	\$18.48	\$19.22	\$19.99	\$20.79	\$21.62	\$22.48	\$23.38	\$24.32	\$25.29
Technician	\$17.09	\$17.77	\$18.48	\$19.22	\$19.99	\$20.79	\$21.62	\$22.48	\$23.38	\$24.32	\$25.29
Secretary	\$17.77	\$18.48	\$19.22	\$19.99	\$20.79	\$21.62	\$22.48	\$23.38	\$24.32	\$25.29	\$26.30
Custodian	\$17.77	\$18.48	\$19.22	\$19.99	\$20.79	\$21.62	\$22.48	\$23.38	\$24.32	\$25.29	\$26.30
Program Specialist	\$18.06	\$18.78	\$19.53	\$20.31	\$21.12	\$21.96	\$22.84	\$23.75	\$24.70	\$25.69	\$26.72

4% differential for bilingual staff who are required to use the skill in their position (i.e., secretary, ELL IA, translation, migrant IA)

**Appendix B
Classified Salary
2024-2025**

CLASSIFICATION	STEPS										
	1	2	3	4	5	6	7	8	9	10	11
Instructional Assistant	\$16.39	\$17.05	\$17.73	\$18.44	\$19.18	\$19.95	\$20.75	\$21.58	\$22.44	\$23.34	\$24.27
Food Service Assistant	\$16.39	\$17.05	\$17.73	\$18.44	\$19.18	\$19.95	\$20.75	\$21.58	\$22.44	\$23.34	\$24.27
Instructional Assistant II	\$17.07	\$17.75	\$18.46	\$19.20	\$19.97	\$20.77	\$21.60	\$22.46	\$23.36	\$24.29	\$25.26
SLC Assistant	\$17.60	\$18.30	\$19.03	\$19.79	\$20.58	\$21.40	\$22.26	\$23.15	\$24.08	\$25.04	\$26.04
Technician	\$17.60	\$18.30	\$19.03	\$19.79	\$20.58	\$21.40	\$22.26	\$23.15	\$24.08	\$25.04	\$26.04
Secretary	\$18.30	\$19.03	\$19.79	\$20.58	\$21.40	\$22.26	\$23.15	\$24.08	\$25.04	\$26.04	\$27.08
Custodian	\$18.30	\$19.03	\$19.79	\$20.58	\$21.40	\$22.26	\$23.15	\$24.08	\$25.04	\$26.04	\$27.08
Program Specialist	\$18.60	\$19.34	\$20.11	\$20.91	\$21.75	\$22.62	\$23.52	\$24.46	\$25.44	\$26.46	\$27.52

4% differential for bilingual staff who are required to use the skill in their position (i.e., secretary, ELL IA, translation, migrant IA)

**Appendix C
Classified Salary
2025-2026**

CLASSIFICATION	STEPS										
	1	2	3	4	5	6	7	8	9	10	11
Instructional Assistant	\$16.88	\$17.56	\$18.26	\$18.99	\$19.75	\$20.54	\$21.36	\$22.21	\$23.10	\$24.02	\$24.98
Food Service Assistant	\$16.88	\$17.56	\$18.26	\$18.99	\$19.75	\$20.54	\$21.36	\$22.21	\$23.10	\$24.02	\$24.98
Instructional Assistant II	\$17.58	\$18.28	\$19.01	\$19.77	\$20.56	\$21.38	\$22.24	\$23.13	\$24.06	\$25.02	\$26.02
SLC Assistant	\$18.13	\$18.86	\$19.61	\$20.39	\$21.21	\$22.06	\$22.94	\$23.86	\$24.81	\$25.80	\$26.83
Technician	\$18.13	\$18.86	\$19.61	\$20.39	\$21.21	\$22.06	\$22.94	\$23.86	\$24.81	\$25.80	\$26.83
Secretary	\$18.85	\$19.60	\$20.38	\$21.20	\$22.05	\$22.93	\$23.85	\$24.80	\$25.79	\$26.82	\$27.89
Custodian	\$18.85	\$19.60	\$20.38	\$21.20	\$22.05	\$22.93	\$23.85	\$24.80	\$25.79	\$26.82	\$27.89
Program Specialist	\$19.16	\$19.93	\$20.73	\$21.56	\$22.42	\$23.32	\$24.25	\$25.22	\$26.23	\$27.28	\$28.37

4% differential for bilingual staff who are required to use the skill in their position (i.e., secretary, ELL IA, translation, migrant IA)

**Memorandum of Understanding
Between
Dayton School District #8
And
Oregon School Employees Association Dayton Chapter 88**

This Memorandum of Understanding (MOU) is entered into by and between the Dayton School District (“District”) and the Oregon School Employees Association Dayton Chapter 88 (“Association”). The District and Association are parties to a collective bargaining agreement (CBA) with effective dates of July 1, 2023 – June 30, 2026.

RECITALS

Whereas the State of Oregon will begin implementation of the new Paid Family Medical Leave Insurance (PFMLI) program in September of 2023; and

Whereas it is unclear how this new program will affect the need for members of the Association to access additional sick leave time beyond their contracted benefits; and

Whereas the District has an existing system for allowing employees to donate sick leave to one another by request of the employee and consultation with the Association; and

Whereas the District and the Association have agreed on a new system for operating the sick leave bank (SLB); and

Whereas there is a desire on the part of both the District and the Association to better understand how PFMLI will affect employee need to access a SLB before implementing the new system;

Therefore, the District and the Association agree to the following terms.

TERMS OF MEMORANDUM OF UNDERSTANDING

1. The new SLB will not be implanted immediately upon implementation of the modified CBA on July 1, 2023.
2. The District will continue to allow classified employees to solicit donations of sick leave from their fellow employees upon consultation with the Association as is existing practice for the 2023-2024 school year.
3. In June of each year of the CBA, the District and Association agree to meet to discuss sick leave usage during the previous school year and whether implementation of the SLB would benefit employees.
4. If it is determined that the SLB would benefit employees, it will be implemented according to the language attached to this MOU the following school year.

- 5. Any provisions of the parties' CBA not expressly modified by this MOU shall remain in full force and effect.
- 6. Any disputes regarding an alleged violation or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the CBA between the parties.

This MOU shall become effective upon signature of the parties and ratification by OSEA members.

For OSEA Dayton Chapter 88

For Dayton School District #8



Chapter President

Date 7/1/23

Date _____



OSEA Field Representative

Date 7/17/23

Date _____

OSEA Sick Leave Bank

Sick Leave Bank - A voluntary sick leave bank (SLB) will be established for employees who are beyond their probationary period of employment and are members of the Association. Employees who have taken PERS retirement and are re-employed by the District are ineligible for SLB contributions or benefits.

The SLB is available to an employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. This condition must be certified by a doctor.

2. All employees who are beyond their probationary period may annually donate one day of sick leave to the bank. A "day" for the purpose of this section, is defined as the employee's regular work day. Any unused sick leave will continue to accrue.
3. Eligible employees shall confirm their desire to donate to the sick leave bank no later than ten (10) workdays after the beginning of each school year or 10 days after the end of an employee's probationary period. Such confirmation shall be in writing and personally signed by the donating employee.
4. At the beginning of each school year, the Association shall advise members of the bargaining unit as follows:
 - a. That eligible employees may donate one day of the employee's accumulated sick leave to the Association's sick leave bank.
 - b. That such donations are completely voluntary.
 - c. That the Association or its administrative designee shall administer all disbursements from the sick leave bank.
 - d. That only those who have donated hours within the last three years will be eligible to apply for hours from the bank.
 - e. If the SLB falls below 100 hours, the Association will ask for additional donations from the bargaining unit members.
 - f. Employees who retire or separate from the district may donate up to five (5) days of the accumulated sick leave to the SLB.

Current members of the Association who have donated hours within the last three years will be eligible to apply for hours from the bank. A recipient of donated sick leave hours must first have used all of the employee's accumulated sick leave, personal leave, and vacation time and must not be drawing Workers' Compensation at the time of transfer. Recipient may only receive the number of hours equivalent to 20 days of the employee's regular work days.

The Association or its administrative designee of the SLB shall develop policies governing the operation of the sick leave bank. The parties agree that the SLB shall not be operative until such time as policies have been adopted by the Union or its administrative designee and a copy of the policies have been forwarded to the District and each member of the bargaining unit.

The District shall transfer sick leave to the SLB in accordance with the authorized donor confirmations that are received within the annual enrollment period.

The Association or its administrative designee shall administer disbursements from the Association's SLB. Each time such disbursement is to be made, the Association shall advise the District, in writing, the exact number of hours of sick leave and to whom sick leave hours are to be transferred. At no time shall the total number of sick leave hours to be transferred exceed the total number of hours recorded in the SLB.

The Association does hereby indemnify and will defend the District against all claims, charges, damages, legal fees, and costs incurred as a result of its maintenance of the SLB.

