

Collective Bargaining Agreement

Between

Culver OSEA Chapter 166

And

Culver School District #4

July 1, 2023-June 30, 2025



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ARTICLE 1 - RECOGNITION AND CONTRACT BARGAINING UNDERSTANDINGS

1.1. Recognition

The District recognizes the Culver Classified Employees Association, Oregon School Employees Association Culver Chapter #166 (hereinafter referred to as "Association" or "Union"), as the sole and exclusive representative for all classified employees of the Culver School District #4 (hereinafter referred to as "District", "Employer", or "Board"), excluding supervisory and confidential employees (as defined by law), substitutes, and temporary employees.

1.1.1. Temporary Employee defined

Temporary employees are hired to fill positions identified as temporary because of circumstances such as paid or unpaid leaves, retirements during a school year, limited duration work requirements or uncertain or limited duration funding. Temporary employees are not represented within the bargaining unit. The duration of a temporary work position may vary but shall not exceed the equivalent of one (1) fiscal year in the same position.

1.1.2. Substitute Employee defined

A Substitute employee is hired by the District to replace regular full or part time employees on a short-term basis during times of employee's absence from work. A Substitute Employee working more than ninety (90) consecutive workdays will be considered a temporary employee.

1.2. Contract Bargaining Understandings

1.2.1. Separability

This Agreement shall be subject to all present and future applicable federal and state laws, or Executive Orders of the President or the United States, the Governor of the State of Oregon, ORS 243.702, and other appropriate rules and regulations of bona fide governmental authority. Should any provision of this Agreement become unlawful by virtue of the above or declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of the Agreement. Any provision(s) that becomes unlawful by virtue of the above shall cause the parties to meet and negotiate replacement provisions that are valid, using the expedited bargaining process found in ORS 243.698. Any provision of this Agreement not declared invalid shall remain in full force and effect.

1.2.2. Compliance

Any individual contract between the Board and an individual bargaining unit member shall be subject to the terms and conditions of this Agreement. If an individual contract contains a provision inconsistent with this Agreement, this Agreement during its duration shall be controlling.

1.2.3. Modifications

Any changes or amendments to this Agreement shall be in writing and duly executed by the parties. Memorandum of Understanding ("MOU") and Memorandum of Agreement ("MOA") will be considered contract amendments if they are duly executed by the District and the Association.

1.2.4. Gender Intent

Whenever words denoting a specific gender are used in this Agreement, such words are intended and shall be construed as to apply to all persons, regardless of gender.

1.2.5. Labor/Management Committee

The District and the Association shall establish a Labor/Management Committee (LMC) who will meet at mutually agreeable times.

ARTICLE 2- ASSOCIATION RIGHTS

2.1. Recognition of Officers and Designated Representatives

The Employer recognizes the right of the Association to select Officers, Shop Stewards, building representatives, other public employees identified by the union and designated at the Association's discretion, to be considered as "designated representatives" under ORS 243.796. The Employer agrees that there will be no discrimination against designated representatives because of Association activity. Designated representatives shall not be recognized by the Employer until the Association has notified the Employer in writing of the individuals serving as designated representatives. The Association will notify the Employer in writing when individuals leave the position of designated representative.

2.2. Paid Status of Designated Representatives

Designated representatives of the Association shall have the right to conduct Association Business as defined in ORS 243.798 on school property and in school buildings during the representative's regularly scheduled work hours without loss of compensation, seniority, leave accrual, or other benefits, at reasonable times provided there is no interruption of normal school operations and/or the performance of the designated representative's essential job functions, and also provided that proper approval has been obtained from the building administrator. The designated representatives are responsible for pre-arranging necessary coverage of their job duties, and no more than three representatives at one time will engage in collective bargaining for a successor agreement between the parties during their paid work hours. The Association will provide a list of designated representatives to the District by September 1 of each school year, and will provide notice to the District of any changes to the list during the school year within ten (10) school days.

2.2.1. The district may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities referenced herein.

2.3. Access of Non-Employee Association Representatives

An Association Representative is a non-District employee OSEA representative. An authorized Association representative shall be permitted to meet with employees during work hours in order to conduct legitimate Association business, in accordance with Oregon law, provided such activity does not interrupt or interfere with the work of any employee. All business and conversations between Association representatives and employees will be conducted in a private location so they will be neither observed nor overheard by students or the public. Association representatives must immediately notify the District of their presence upon their arrival for any visitation and follow all District safety and security protocols regarding accessing District facilities and buildings. Association Representatives must self-identify to the District upon check-in, no written authorization from the OSEA chapter is required.

2.4. Union Bulletin Boards

Existing staff room bulletin boards shall be made available at each work site to post official Association business, as long as such communications are labeled as Association materials. The space provided for such bulletin boards will be maintained by an Association Designated Representative(s), with the posting or removal of bulletins and publications to be handled only by the same. The District and the Association recognize the Employer's right to remove posted material which is derogatory or damaging to the Employer after consultation with the Association representative. Materials shall be posted upon the bulletin board space as designated and not upon walls, doors, windows, etc.

2.5. Employee Mailboxes

The Association shall have reasonable access to all employee mailboxes for the purpose of communicating official Union business and information, as long as such communications are labeled as Association materials. The Association will not hold the District responsible for Association mail placed in mailboxes. Nothing in this provision shall impose an obligation on the Employer to provide, install, or maintain employee mailboxes.

The Association shall have the right to use the District's electronic mail system for union related communications including, but not limited to, communications related to collective bargaining, grievance or other dispute investigations, and general governance and communication regarding the Association; as long as such communications are labeled as Association materials.

In compliance with Oregon law, the Association agrees not to use District mail boxes or e-mail systems for any political campaign purposes, including providing material for or against particular candidates, initiatives or measures, or in any way otherwise prohibited by law.

2.6. New Employee Orientation

2.6.1. Group Orientation Events

During group orientation events or activities at the beginning of the academic year, the Association shall be permitted to meet with individual or groups of new classified employees during paid time for thirty (30) minutes.

2.6.2. Individual Orientation Meetings

If the District does not conduct new employee orientations, the Association shall be allowed to meet with newly hired classified employees during regular work hours at the regular work locations without loss of pay for a period of thirty (30) to one hundred twenty (120) minutes at times that do not interfere with the District's operations as determined by the District for orientation of newly hired classified employees represented by the Association. The District shall provide notification of newly hired employees before the employee's start date or within ten days of hire to the Association President, including the name, job title and worksite location. The District shall also provide data on newly hired and existing employees to the Association (via email to classified@osea.org) as required by applicable law.

2.6.3. Inservice Week Group Employee Meetings

When possible during Inservice week, the District will allow the gathering of all classified employees and provide the Association with thirty (30) uninterrupted minutes to address all classified employees.

2.7. Meetings & Access to District Facilities and Equipment

The Association or committees of the Association shall be allowed to use the facilities of the District for meetings and use of copy equipment as needed to provide information to OSEA represented employees. The Association will reimburse the District for cost of supplies used. The Association shall have the right to conduct such meetings at a time and place set by the Association, provided the meetings occur before or after the employees' regular work hours, during meal periods or during any other break periods, that the meetings do not interfere with the District's operations, and that they adhere to established District facility use policies and protocols.

2.8. Union Release Time

Per ORS 243.802, employees who are designated representatives of OSEA may be allowed time off without loss of pay or benefits to assist in Association business. The District will continue to pay the employee, and the Association will reimburse the District for any compensation paid to the employee; including wages, employer contributions to benefits, and Oregon Public Service Retirement Plan (PERS) benefits covered under ORS 238A.

Release time authorized under this section shall be in addition to any vacation leave, sick leave or any other form of paid or unpaid leave that is available to the designated representative under state law or this Agreement.

A designated representative taking release time shall receive full retirement credit for the entire duration of the release time, as long as the designated representative continues to meet any retirement contribution obligations pursuant to ORS chapter 238 or this Agreement.

At the conclusion or termination of a period of release time granted to a designated representative, the designated representative shall have a right of reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of compensation, benefits, or seniority.

Employees taking part in this program will submit a written plan a minimum of two (2) weeks in advance to their immediate supervisor, including hours and days requested for release time and duration of the plan.

Release of the employee is contingent on mutual agreement with the District.

Total time used under this program shall not exceed a limit of eighty (80) hours, with no more than forty (40) hours per employee participating, with an exception made for an employee elected as OSEA State President. Other possible exceptions will be considered by the District on a case by case basis.

The Association will indemnify and hold the District harmless for all liability arising from an act or omission of, or an injury suffered by, an employee of the District if the act, omission or injury occurs during the course and scope of the employee serving as a designated representative for OSEA during a period of release time.

2.9. Association Payments

Employees have the right to join the Association, but membership in the Association shall not be required as a condition of employment. The District will advise all newly employed personnel at the time of their employment that the Association is their exclusive bargaining representative.

2.9.1. Any member of the bargaining unit may authorize the deduction from their pay the amount of dues, fees, and/or assessments charged by the Association. This authorization shall be made directly to the Association on the OSEA membership application form. Any employee inquiries to the District regarding union membership (status, benefits, joining, dropping, etc.) shall be immediately referred to the Association.

- 2.9.2.** The Association shall provide to the District's payroll office timely notifications of documented added and dropped memberships and the amount of dues, fees, and/or assessments to be deducted from a member's paycheck. The District will begin new member dues deductions on the first paycheck issued after the Association notification is received.
- 2.9.3.** Authorizations for payroll dues deductions under this Article shall remain valid until revoked by notice to the District from the Association or upon discharge from employment at which time the District will cease deductions.
- 2.9.4.** The amounts deducted shall be remitted to the OSEA, together with an itemized statement in a format mutually agreeable to OSEA and the District by the fifteenth (15TH) day of the month after such deductions are made. The electronic accounting will be sent to the OSEA Culver Chapter 166 President and to the OSEA Director of Fiscal Operations (to classified@osea.org).
- 2.9.5.** OSEA will indemnify and hold the District harmless from any and all claims, orders, or judgments against the District as a result of deductions made and transmitted under this section, provided that the District gives timely notice of any such claim to OSEA and cooperates with OSEA and its designated counsel in defense of the claim.
- 2.9.6.** The requirements in this Article shall be subject to all applicable provisions of federal and state law.

ARTICLE 3 - DISTRICT RIGHTS

3.1. District Retention of Rights

The District retains all rights to operate and manage the District and its employees, programs, properties, and policies, except as limited by this Agreement and/or applicable law.

3.2. Operational and Managerial Responsibilities

Without limiting the generality of the foregoing (paragraph one), it is expressly recognized that the Board's operational and managerial responsibilities include, but are not limited to:

- The right to determine the location and the number of schools and other facilities of the school system.
- The determination of the financial policies and practices of the District, including the general accounting procedures, methods of inventory of supplies and equipment, management of bids and purchasing of materials and services and other spending.
- The determination of management, supervisory or administrative organization and staffing of each school or facility in the system and the selection or promotion of employees to supervisory, confidential, management, or administrative positions.

- The maintenance, control, and use of the school system properties and facilities.
- The determination of safety, health, and property protection policies and practices.
- The right to enforce policies, rules, and regulations now in effect and to establish new policies, rules, and regulations.
- The management, direction, arrangement, and evaluation of the work force in the school system, including the right to hire, transfer, promote, demote, evaluate, suspend, discharge, or discipline employees.
- The creation, combination, modification, or elimination of any teaching or other positions.
- The determination of the size of the work force, the allocation and assignment of work and positions to employees, the determination of policies and practices affecting the selections of employees, the establishment of selection standards and criteria, work performance standards, training requirements and the right to judge employee performance and conduct.
- The approval and authorization of the processes, content, techniques, methods, and means of teaching and the subjects and curriculum to be taught.
- The right to schedule and assign all work and to approve and authorize textbooks, teaching aids, and other materials.

ARTICLE 4- COMPENSATION

4.1. Wages and Pay Steps

- On July 1, 2023, the District will increase all wages on the salary schedule by seven percent (7%), as shown in Addendum A.
- On July 1, 2024, the District will increase all wages on the Addendum A salary schedule by four percent (4%), as shown in Addendum B.
- In Year 1 of this Agreement, the District will add one step to the salary schedule at step fifteen (15) as a longevity based pay steps for employees.

4.2. Employee Placement and Advancement on Wage Scale

All employees will be placed according to their experience at the range on the scale (Article 5) at which their position is assigned. If an employee moves to another position and then subsequently returns to the prior position, they will be placed at the previous step level for their previous position. To be eligible to advance one year on the salary schedule, an employee must work in a position the school year prior for a minimum of sixty-six (66) work days as a regular employee. For employees hired after July 1, 2016, an employee must work in a position the school year prior for at least eighty-five (85) work days as a regular employee. (This does not include substituting.)

4.3. Longevity Recognition Dates

In recognition of prolonged service to the District, employees will receive a one-time bonus on the anniversary date of their date of hire, upon achievement of Longevity Recognition dates based on their District seniority; to be paid in the pay period immediately following said anniversary date:

- Upon five (5) years of District Seniority – two hundred fifty dollars (\$250.00)
- Upon ten (10) years of District Seniority – five hundred dollars (\$500.00)
- Upon fifteen (15) years of District Seniority – one thousand dollars (\$1000.00)
- Upon twenty (20) years of District Seniority – one thousand five hundred dollars (\$1500.00)
- Upon twenty-five (25) years of District Seniority – two thousand dollars (\$2000.00)
- Upon thirty (30) years of District Seniority – two thousand five hundred dollars (\$2500.00)

4.4. Per Event Pay

If classified employees agree to work and are assigned to work at school events, the employees will be paid at \$40.80, plus \$3.40 for each quarter-hour beyond three (3) hours, per event.

Hours spent working at events will not be counted as hours worked for calculation of overtime. This provision specifically waives the application of all applicable State or Federal overtime law, including ORS 653.261 and OAR 839-020-0030. Examples of school events are athletic competitions and school sponsored dances. Different events happening on the same calendar day will be paid as separate events.

4.5. Creation of Additional Classifications

- Effective July 1, 2023, a new classification will be created entitled “Highly Qualified Instructional Assistant II”. This position will be placed at level three (3) of the wage schedule.
- Effective July 1, 2023, a new classification will be created entitled “ILS Highly Qualified Instructional Assistant”. This position will be placed at level four (4) of the wage schedule.
- Effective July 1, 2023, a new classification will be created entitled “Administrative Assistant III”. This position will be placed at Level 6 of the wage schedule.
- Effective July 1, 2023, the Bus Driver classification will be placed at Level 6 of the wage schedule.

4.6. Bus Driver Stipend

All District employees who perform the work of “bus driver” and have received the District approved training for the operation of a District school bus will receive a monthly stipend, during the months of September through June, as follows: five hundred dollars (\$500.00) for regular bus drivers, two hundred fifty dollars (\$250.00) for substitute bus drivers. Bus drivers will receive the stipend as long as any number of minutes are worked in the pay period as a bus driver. If zero (0) minutes are worked as a bus driver during the pay period, no monthly stipend will be issued. This stipend will sunset at expiration of this Agreement.

4.7. Payment of Wages on Separation from Employment

In all cases of termination or separation from employment with the District, the departing Employees final wages will be due to the employee on the next regular payday, unless otherwise requested in writing by the employee as allowable by BOLI.

4.7.1. The final payment of wages will be delivered via the method of payment currently in use at the time of separation, unless otherwise requested in writing by the employee, to the payroll department, before the processing deadline for that pay period.

ARTICLE 5 – HOURS OF WORK

5.1. Overtime and Flexible Scheduling

Overtime at a rate of pay required by applicable law shall be allowed only when authorized by the Superintendent, or designee.

If budgeted funds are not available to pay overtime, compensatory time off at not less than the overtime rate of pay as determined by applicable law may be allowed.

Flexible scheduling may be authorized by a supervisor based on mutual agreement between the employee and supervisor.

5.2. Break and Meal Periods

All classified personnel shall receive a fifteen (15) minute break from their assigned duties during every segment of four (4) hours or a major portion thereof worked in one (1) period of consecutive service with the break as close as possible to the two (2) hour interval.

Classified personnel who work six (6) hours or more daily shall receive a duty-free, except in cases of emergency, lunch period of thirty (30) minutes. In the event that an employee is unable to take a lunch period, the employee will notify the employee's administrator or supervisor, and the administrator, or supervisor will find a time for the employee to take their lunch period. The administrator or supervisor will review the employee's schedule to ensure that the employee receives their 30 (thirty) minute lunch period moving forward.

If the work period is at least six hours but less than seven hours, the meal period is to be taken after the second hour worked and prior to the commencement of the fifth hour worked. If the work period is more than seven hours, the meal period is to be taken after the third hour worked and prior to the commencement sixth hour worked.

Rest break and/or meal periods may not be deducted from the beginning or end of the work period, nor skipped then combined into a longer break/lunch period.

5.3. Twelve (12) Paycheck Option

Employees identified in the Memorandum of Agreement attached in Addendum C are eligible to receive 12-paychecks per year. All other classified employees will receive monthly paychecks based on the District's regular pay schedule. The District agrees to consider the feasibility of offering a 12-paycheck option for all classified employees if payroll system upgrades or payroll system changes allow for this functionality.

5.4. Working Out of Classification

If an employee is assigned by the employee's supervisor to fill in and to perform all of the duties normally performed by an absent employee in a higher paid classification for a period greater than 6 consecutive work days, for all time worked beyond the sixth (6th) consecutive work day, the employee will be paid the rate of pay for the higher paid classification.

5.5. Inclement Weather and/or State of Emergency

On regularly scheduled student contact days, when school is delayed or closed because of inclement weather or state of emergency, such as a pandemic, classified employees affected will be paid for their regular work hours. If such time is paid, the employee may be required to make-up (work) that time and shall not receive pay for the make-up time worked, such as additional days at the end of the year.

5.6. Show Up Pay for Non-Notification Situations

An employee reporting for work when the District fails to provide prior notification not to report to work shall be compensated for two hours of work at that employee's regular rate of pay. The employee may be requested to stay and work for the two hours.

5.7. Recall

When an employee voluntarily agrees to work on scheduled hours or days off, hours shall be paid as hours worked. When an employee is recalled to work by their supervisor, outside their normal work day and after they have left the District premises for the day, they will be paid for their actual time worked, including their round trip commute.

ARTICLE 6 –BENEFITS

6.1. Oregon Public Employees Retirement System (PERS)

The District shall 'pick-up' the employee's portion of PERS.

6.2. Insurance Options and District Insurance Contribution

The District shall provide all classified employees who work a regular schedule of 20 hours or more per week access to insurance benefits and provide a monthly insurance contribution. Employees who work less than 20 hours per week will not be eligible for insurance benefits. Where applicable, choices and options in program/policy offerings will be mutually agreed upon by the Association and the District.

6.3. District Insurance Contribution

The District will provide the following insurance contributions towards insurance premiums for eligible employees on a monthly basis:

- For the 2023-2024 school year – one thousand five hundred seventy dollars (\$1,570.00), a fifty dollar (\$50.00) increase over 2022-2023 amount.
- For the 2024-2025 school year – one thousand six hundred twenty dollars (\$1,620.00), a fifty dollar (\$50.00) increase over 2023-2024 amount.

6.4. Optional Opt Out

Employees may decline or 'opt out' of insurance so long as the limitations of the insurance carriers are met and the employee shows proof of coverage under a health insurance policy deemed adequate by the District.

6.4.1. Employees who opt out of health insurance coverage shall receive, included in their regular pay, **50%** of the net cap amount they would have otherwise received pursuant to this Agreement. The 'net cap amount' is: the cap minus the premium amounts for dental, vision, life and AD&D insurance, or other programs where the employee does not, or cannot, opt out. An employee can reinstate the insurance benefit and forfeit future stipends annually during open enrollment, or should there be a qualified status change as defined by Oregon law.

6.5. Health Savings Account

For Classified employees that select the Health Savings Account (HSA) for their medical insurance plan, the District agrees to contribute the balance of the District Insurance Contribution, after paying all allowable insurance premiums, into the member's HSA account.

6.6. Section 125 Plan (FSA)

The District will offer a Flexible Savings Account (FSA) option to qualifying employees. The plan administrator will be chosen by and all associated administrative costs will be paid by the District. Plan terms and conditions will apply. FSA type plans involve pre-taxed payroll deductions that apply towards healthcare costs, childcare or dependent care costs, prescription drugs, and other health care expenses as determined by the plan terms and conditions.

6.7. Worker's Compensation Leave

Employees who sustain an injury or illness compensable by Worker's Compensation, causing them to be absent from work and who are unable to perform their regular, normal duties, will be paid the difference between their regular salary and worker's compensation benefits for the time they are absent from work for a period up to the amount of their accumulated sick leave. Hours of accumulated sick leave shall be deducted from the employee's sick leave account in proportion to the regular wages paid to the employee that are not covered by Worker's Compensation. The District will continue to provide the District Health Insurance Contribution for employees on Worker's Compensation leave as long as the employee continues to pay any applicable contribution up to a maximum of six (6) months.

6.8. Paid Holidays

Classified employees shall be granted a maximum of twelve (12) paid holidays and will receive holiday pay in an amount equal to the number of daily hours regularly scheduled for work. The specified holidays are:

Independence Day*	Day After Thanksgiving*	New Year's Day
Labor Day**	Christmas Eve*	Martin Luther King Jr. Day
Veteran's Day	Christmas Day	President's Day
Thanksgiving Day	New Year's Eve*	Memorial Day

* Twelve Month employees will receive these holidays. Twelve month employees will be allowed to swap Veterans Day for the Day before Thanksgiving or the day after Christmas with notification to the District by November 1st annually.

**With respect to the Labor Day holiday and non-twelve month employees, if called back to work before this holiday, the employee will be paid for it.

6.9. Paid Vacation -12-month employee

Twelve month employees shall be eligible for vacation with pay as follows:

Completed Years*	1	2-4	5-6	7	8	9-10	11	12	13	14	15+
Days Earned	5	10	12	13	14	15	16	17	18	19	20

* based on fiscal year, pro-rated if hired during the year

Unused accrued vacation time balances will roll into the next school year every July 1st. A reasonable, good faith effort will be made by the Employee to utilize vacation time in the year it is accrued.

Vacation time must be approved by the employee's immediate supervisor prior to the vacation time beginning.

Any employee who resigns after giving two weeks' minimum, or as otherwise deemed reasonable, notice to the District, shall be granted pro-rated vacation pay in their final paycheck.

6.10. Paid Vacation - Less than 12 month employees

Employees hired prior to July 1, 2007, who work less than a 12-month work year, shall receive vacation benefits as outlined below. Employees hired on or after July 1, 2007, who work less than a 12-month work year, shall receive no vacation pay.

Days of Vacation pay at regular hours per day, will be issued at the end of the school year according to the following chart:

Years of Service (based on fiscal year):	1	2 - 4	5	6	7	8	9	10	11	12	13+
170 to 190 day work year earns # of days:	0	1	2	3	4	5	6	7	8	9	10
190 to 200 day work year earns # of days:	0	1	2	3	4	5	6	7	8	9	11
Greater than 200 day work year earns # of days:	0	1	2	3	4	6	7	8	9	10	11

****Years of service for this category of employee shall be defined by the hire date. If an employee is hired after the start of the school year but before March 1, they will receive vacation pay as though they completed one full year of service. If the initial hire date is between March 1 and June 30 of a fiscal year, there will be zero years of service granted for this period of time.**

Any employee, who resigns after giving two weeks, or as otherwise deemed reasonable, notice to the District, shall be granted pro-rated vacation pay in their final paycheck.

ARTICLE 7 - LEAVE OF ABSENCE

No employee shall be absent from the building or work to which assigned during work hours without permission of the Superintendent or supervisor except in cases of emergency. All employees are expected to be punctual. When ill or planning to be gone for any reason, employees shall contact their immediate supervisor and/or designated person as soon as possible.

7.1. Sick Leave

Sick leave is the absence from duty because of a school employee's illness or injury.

1. The District allows each employee one day of sick leave at a full pay for each full month employed or 10 days for each year employed, whichever is greater.
2. Sick leave not taken shall accumulate for an unlimited number of days.
3. Accumulated sick leave at retirement may be applied to increase retirement benefits as allowed by the Oregon Public Employees Retirement System (PERS).
4. Employees may use up to 75 days of sick leave that had been accumulated in other Oregon districts.
5. Sick leave accumulated in another Oregon district shall not be effective until the employee has completed 30 working days in the District.

6. For an absence due to personal illness in excess of five (5) consecutive days or a recurring illness, a written statement from the employee's physician may be required. If the absence is extended over successive pay periods, these verifications of illness or disability must be submitted regularly each month, or worded in a way that the physician indicated the length of the illness.
7. Individuals, who for religious reasons, do not employ a physician, shall be expected to furnish proof as required by the District.
8. Employees shall notify their supervisor, or designated person, of possible absence due to personal illness as soon as possible, preferably the day before the absence.
9. Employees absent due to personal illness shall inform their supervisor, or designated person, of expected return by 3:30 p.m. of the day prior to returning.
10. Employees shall leave-up to date information regarding daily schedule and work in progress for substitutes.
11. Employees shall file the appropriate forms with the District promptly upon returning to work.

7.2. Sick Leave Bank

If a situation arises where any employee exhausts all available sick leave, any other employee may donate up to two (2) days annually of their accrued but unused personal leave to be used by any employee as additional sick leave. Such donated leave may be used for any reason otherwise permitted by this agreement for the use of sick leave. The District shall accept requests for donated sick leave, send out requests to employees for the donations of personal leave, and determine and account for any donations and use.

7.3. Family Illness Leave

Employees may use up to fifteen (15) days of their sick leave per year for illness or injury in the member's immediate family as defined below. Expectations for taking family illness shall follow expectations for taking sick leave.

"Immediate Family" shall be defined as follows:

- a. All individuals covered as "family members" under FMLA/OFLA.
- b. The Superintendent or their designee may consider other family members to be included in this definition on a case-by-case basis.

7.4. Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA)

The district will provide FMLA/OFLA leave as required by law and District Policy; with all legally eligible leaves running concurrently. For more detailed information about qualifying for this leave, see the HR office or your Association officers.

While on FMLA/OFLA qualifying family medical leave, each employee, upon prior notice to the District office, shall be permitted to hold back up to five (5) days of accrued sick leave for use at a later time.

7.5. Personal Leave or Emergency Leave

Personal or emergency leave is permitted as follows:

1. Up to three (3) days per year will be granted without loss of pay, and may be taken in ¼ hour increments.
2. The request for personal leave is to be in writing and submitted to the Superintendent/Supervisor.
3. The employee's supervisor/administrator shall approve the leave unless the leave will interfere with the effective and efficient delivery of the educational program and related support services.

7.6. Bereavement Leave

Each employee is granted up to five (5) days leave without loss of pay per death in the employee's immediate family.

"Immediate Family" shall be defined as:

- a. All individuals covered as "family members" under FMLA/OFLA.
- b. The superintendent or designee will have discretion to consider requests for individuals not referenced in this Agreement.

Additional Bereavement leave, using employee Sick Leave, may be accessible through an application for OFLA to the District.

7.7. Professional Leave

Professional Leave may be granted to provide opportunities for professional growth and improve service to the District at the discretion of the Superintendent or their designee.

7.8. Legal Leave

Legal Leave for the purposes of Jury Duty shall be granted as necessary. Time spent in Jury Duty during regularly scheduled work hours will be paid as hours worked. However, if a qualified substitute is not available, then the superintendent may request the court to release the employee in question from jury duty. If the court does not release the employee, time spent in Jury Duty during regularly scheduled work hours will be paid as hours worked. The employee is to notify the District's Human Resources Department within three (3) working days of receipt of the Jury Duty notice or summons when first called for jury duty.

Employees may not accept any jury duty pay received from the court. This shall not apply to mileage or meal reimbursement. Any Jury Duty pay received by the employee will be reported to the District and the equivalent amount of the Jury Duty pay subtracted from the amount earned in the employee's next paycheck.

Legal Leave for the purposes of other legal matters will be granted as needed, based on a subpoena from a court, legislative committee, or other judicial or administrative body or proceeding. An employee required to appear before a court, legislative committee or other judicial or administrative body or proceeding, as a witness in response to a subpoena, summons or other legal order where such appearance conflicts with work hours shall seek a compromise on the schedule to appear. If the request is denied, and the matter is related to the employee's work for the District, the employee will be granted the time without loss of pay and will remit any witness fees to the District (excluding mileage reimbursement).

Employees who have filed or are a party to a claim or action in a court or administrative proceeding against the District and employees who are voluntarily testifying (without having been compelled by a subpoena) in any legal action will not be eligible for compensation under the Legal Leave provisions of this Agreement.

An employee who must miss work based on involvement as a party of interest in a legal matter unrelated to the employee's work for the District will be granted the use of personal days, vacation time, or unpaid leave after providing the District with documentation from a court or other judicial or administrative body showing the date and time of the requested appearance.

7.9. Military Leave

Military leave shall be provided in accordance with State of Oregon and Federal laws. Reinstatement shall be governed by the State of Oregon and Federal laws referenced in this article. When involuntarily called to active duty, the employee shall accumulate experience steps on the wage schedule at the rate of one (1) year military service to one (1) year school experience. Employees will make every effort to schedule voluntary Military Leave time and other active duty time during non-school time.

7.10. Leave Without Pay

An employee may be approved for a leave without pay (LWOP) for a period of one (1) day up to twelve (12) months at the District's discretion. Requests for LWOP shall be in writing to the Superintendent or their designee and shall state the reason for the leave, the date LWOP status is requested to begin, and the amount of time requested. The request must be made in writing within thirty (30) days before the date the leave is requested to begin. Exceptions may be made for short notice LWOP requests at the District's discretion.

LWOP status is generally considered short-term when other forms of paid leave are exhausted and is restricted to ten (10) days or less per fiscal/school year, however extended LWOP status may be granted on a case-by-case basis.

Salary Placement

Upon return from a leave granted under this article, employees shall be placed upon the salary schedule at the same step they were on prior to LWOP status.

An employee on extended LWOP status will not be eligible for advancement on the wage scale or award of additional increments of Vacation or Personal/Emergency leave days under the following circumstances:

- a. For employees hired prior to July 1, 2016: Annual employment was less than 66 working days in the employee's assignment.
- b. For employees hired July 1, 2016 or later: Annual employment was less than 85 working days in the employee's assignment.

Position Placement

Upon return from extended LWOP status, the employee may be placed in a position similar to that which the employee held at the time said leave commenced or a position comparable. There is no guarantee of returning to the exact same position after leave taken under LWOP status ends.

Insurance Benefits

An employee on LWOP status greater than thirty (30) days will be allowed to continue all insurance benefits at the employee's expense as allowed by the insurance carrier and Consolidated Omnibus Budget Reconciliation Act (COBRA) procedures. The District will suspend all District insurance premium contributions during LWOP status.

Insurance benefits for employees on protected forms of leave (Workers' compensation, FMLA, OFLA, PLO/PFML) will not be affected by LWOP status, per the terms of this Agreement and program participation rules and requirements.

Sick Leave/Seniority

Employees shall not lose their unusable accumulated sick leave or seniority upon entering LWOP status. They shall not accumulate further sick leave during such leave, and the time on extended LWOP status will not count towards seniority. Frontloaded leave will be prorated and adjusted.

Vacation and Personal Day Accrual

Employees taking LWOP Status for greater than thirty (30) days will not accrue additional Vacation or Personal Days if the date the District awards Vacation or Personal Days occurs while an employee is on LWOP status. Frontloaded leave will be prorated and adjusted.

Use of Paid Leave During LWOP:

Employees on an approved LWOP status are required to utilize all paid sick leave, personal leave, or vacation in one prescheduled continuous block of time, while on extended LWOP status.

Employees on an approved extended LWOP status must notify the District in writing fifteen (15) days prior to the end of their leave of their intent to return. Failure to notify the district will be considered a voluntary resignation.

7.11. Paid Leave Oregon (PLO)/Paid Family Medical Leave (PFML)

Beginning on the effective date of the PLO program, employees shall pay the required employee contributions to the Oregon Paid Family and Medical Leave Insurance. The District will pay the required employer contributions.

An employee who receives a benefit under Paid Family and Medical Leave Insurance shall use accrued sick leave, personal leave, and vacation leave to make up the difference between their benefits and their normal salary. Upon receiving notice of the benefit an employee has or will receive under Paid Family and Medical Leave Insurance, the District shall deduct and apply the number of accrued sick leave, personal leave, and vacation leave hours necessary to ensure that the employee receives their normal salary, during the next normal payroll.

If the leave is foreseeable, an eligible employee shall provide to the District written notice of at least 30 calendar days before commencing a period of paid family, medical or safe leave. Examples of foreseeable leave include, but are not limited to, an expected birth, planned placement of a child, or a scheduled medical treatment for a serious health condition of the eligible employee or a family member of the eligible employee. The employee's written notice may be provided by email or submitted in person, and must include (1) the employee's legal first and last name, (2) the type of leave requested (*i.e.*, family, medical, or safe leave), (3) an explanation of the need for leave, and (4) the anticipated timing and duration of leave, including whether leave is to be taken continuously

or intermittently. Failure to comply with these requirements may result in a reduction in the first weekly benefit amount by 25% as provided by law.

If the leave is not foreseeable, an eligible employee may commence leave without providing 30 calendar days advance notice. However, the eligible employee must give oral notice to the employer within 24 hours of the commencement of the leave and must provide written notice of the leave within three days after commencement of the leave, unless this requirement is waived by the district for good cause. Leave circumstances which are not foreseeable include, but are not limited to, an unexpected serious health condition of the eligible employee or a family member or the eligible employee, a premature birth, an unexpected adoption, an unexpected foster placement by or with the eligible employee or for safe leave.

The district shall in its sole discretion determine whether to offer the paid family medical leave insurance benefits required by statute through the state-offered plan or an approved equivalent. So long as the change in carriers maintains the level of benefits required by statute, there will be no obligation to bargain over the change during the term of the collective bargaining agreement.

To the extent permitted by law, periods of paid family and medical leave shall run concurrently with other applicable leaves.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1. General Grievance Provisions

A grievance, for purposes of this Agreement, is defined as an alleged violation of a specific provision of this Agreement. A work day is defined as a day that the grievant is working.

8.1.1. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article. To the extent allowed by Oregon law, all information relative to the grievance and resolution accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.

8.1.2. Failure to submit a grievance in accordance with the time limits set forth herein shall constitute abandonment of the grievance. Failure of the District to respond within the prescribed time limits allows the grievance to advance to the next level.

8.2. Grievance Process

Level One - Immediate Supervisor

The grievant shall first discuss the grievance with the immediate supervisor with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the supervisor not later than ten (10) work days after the fact upon which the grievance is based first occurred or first became known to the employee. Included in the written grievance shall be:

- A statement of the grievance and the facts upon which it is based.
- The article or articles and the language thereof alleged to have been violated.
- How the facts allegedly violated the language identified.
- Any remedial action requested.

The supervisor shall render a decision in writing within ten (10) work days following the submission of the written grievance.

Level Two- Superintendent

If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant must file the grievance in writing with the Superintendent within ten (10) work days after the decision at Level One. The Superintendent may meet with the grievant. Within ten (10) work days after receiving the written grievance, the Superintendent will render a decision in writing.

Level Three - District School Board

If the grievant is not satisfied with the decision at Level Two, within ten (10) work days after receipt of the Superintendent's response at Level Two, the grievant may appeal in writing to the District School Board of Directors.

The Board shall schedule a meeting to hear the arguments of the grievant or the grievant's union representative. Within ten (10) work days following the hearing, the Board of Directors shall render a decision in writing.

8.3. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by themselves or at their option, by a representative selected or approved by the Association.

The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

8.4. Reprisals

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

ARTICLE 9 –DISCIPLINE AND DISCHARGE

9.1. Just Cause Provision

The District retains the right to discipline and/or discharge any classified employee covered by this Agreement for just cause.

9.2. Due Process Provisions

No member of the bargaining unit shall be reduced in basic compensation, suspended without pay, or dismissed without due process.

9.2.1. Due process is defined for purpose of this article to be:

- The employee will be told the charges or the areas of needed improvement and given the information which formed the basis for contemplated action.
- The employee will have an opportunity to discuss the matter first with their immediate supervisor and with the Superintendent/designee.
- Before administering discipline, the employer will conduct an investigation to discover whether the employee did in fact violate or disobey a rule or order of management or performed inadequately.

9.3. Probationary Status

Probationary employees are persons who will be employed for a period of one hundred eighty (180) work days before achieving the status of a regular classified employee. During this probationary status, should the services of an employee be found unsatisfactory, they may be terminated.

Probationary employees may be dismissed at any time in probationary status if, in the judgment of the District, the employee is unwilling to or incapable of doing the job for which hired, or is performing in an unsatisfactory manner as determined by the District.

ARTICLE 10- VACANCIES

10.1. Required Notice

When the District determines that a vacancy exists, the District shall email the notice to the Association president and all district employees at their district email address, and post notices of the vacancy on the District website. If the posting occurs during the summer recess, a copy of the posting shall be emailed to the Association president, at their District email address or an alternate email address provided to the District office prior to the beginning of summer recess.

When filling vacancies, the District will-employ-the most qualified applicant. The District determines the qualifications and may include consideration of skills (including both technical and people skills), ability, training, education and relevant experience (including consideration of past job performance and in-district experience).

10.2. New Employee Wage Schedule Placement

The District will place employees new to the District on the wage scale in accordance with the number of years of experience the employee has doing work the District deems equivalent or substantially similar to the position in which the employee is hired. The employee will receive one step for each year of equivalent experience.

10.3. Re-Hire of Retired Employee

Classified employees of the Culver School District who retire from the District may, at the District's discretion, work for the District under the following conditions:

- Each request will be discussed with the Association.
- The employee must meet all Public Employee Retirement System regulations and conditions for retirement.
- The employee will continue to be a represented employee in the bargaining unit and shall receive all rights and benefits under this Agreement.
- Separation of employment from the District due to retirement constitutes a break in service, and the employee's seniority and accumulated sick leave will revert to zero.
- Should there be a reduction in force a rehired retiree will be treated as having no seniority.

ARTICLE 11 - SENIORITY AND REDUCTION IN FORCE

11.1. Seniority

Seniority shall be defined as the total length of uninterrupted service as a classified employee within the District. For seniority purposes, all authorized paid leaves shall be computed as time worked. Authorized unpaid leaves shall be computed as time worked up to a cumulative maximum of 20 workdays during an employee's normal work year.

Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff. Seniority shall terminate if an employee:

1. Separates from District employment voluntarily
2. Is discharged from employment per the terms of this Agreement
3. Is absent without authorized leave being granted
4. Fails to return to work after recall from layoff
5. Is laid off for more than two (2) years

11.2. Layoff/Reduction in Hours that Creates Loss of Insurance Eligibility

In the event the District, at its discretion, determines that a reduction in force is appropriate, employees will be laid off in the reverse order of their District seniority within the job classification(s) affected by the layoff. The District shall assume that all employees who will be laid off will 'bump' providing a position is available. All employees shall provide the District the employee's school year and summer break mailing address, email address and phone numbers. Laid off employees and employees who may be affected by the layoff shall be informed in writing to the mailing address on file, by email and/or by phone a minimum of ten (10) working days in advance of the date on which layoff and bumping may occur.

Employees who are currently insurance eligible and loss of hours in their current assignment causes a loss of insurance eligibility or who are completely laid off may 'bump' or displace employees working in a lower or identical paying classification(s) if the following conditions are met:

- 1) The laid off employee must provide the District with a written request to bump and specify the class or classifications to which the employee wishes to bump.
- 2) The employee proposing to bump must have greater District seniority than the least senior employee working in the classification to which the employee proposes to bump.
- 3) The employee must be fully qualified, as determined by the District, to perform the work in the classification to which the employee proposes to bump.

On the date set for the layoff and bumping, the District will have assembled the administrators and supervisors, the OSEA Union Field Representative and a local union representative for purposes of answering an employee's questions when the employee is called with the employee's bumping option. At the time of the call by the District, the employee shall be expected to and shall be prepared to make an immediate decision to the bumping option

Recalls from a layoff shall be made according to seniority (as defined in this Article) and qualification (as determined by the District). Recall rights in this section exist for 24 months from the date of layoff. No new employees shall be hired into a classification until all qualified laid off employees from that classification have been given a chance to return to work in that classification. "Qualification" or "qualified", for purposes of this Article, will not keep an employee from returning to the position in the classification from which they were laid off. No employee will be required to accept recall to a position other than to a financially equivalent position (hours and rate of pay) in the classification from which they were laid off.

In order to maintain this right to recall, an employee must register in person or by mail with the Superintendent or their designee upon change of address, telephone number and email address and at least every six (6) months to signify availability for recall.

Laid off employees shall be recalled only by certified letter, return receipt requested with restricted delivery, and shall have five (5) work days from receipt of such notification in which to inform the District of their intent to return to work, and an additional ten (10) work days in which to report to work. An earlier reporting date may, by mutual agreement, be arranged.

ARTICLE 12 - PERSONNEL FILE

12.1. Reviewing Personnel Files

Employees are entitled to make an appointment during regular business hours to view the contents of their personnel file and to receive a copy of any documents in the file.

No reprimand, suspension, complaint, or discipline shall be placed in an employee's personnel file unless the employee has had an opportunity to review the document. The employee shall acknowledge the opportunity to review the document by affixing their signature to the document filed with the understanding that such signature does not necessarily indicate agreement with the contents of the document.

Employees have the right to submit a written response to any negative material in the file and such response shall be attached to the material.

12.2. Request for Removal of Contents of Personnel Records

Records of discipline shall be considered contents of the personnel records. An employee shall have the right to request the removal of any materials that have been in the file for a minimum of three (3) years if there has been no further reference to any similar circumstance. Requests for removal of such material shall be made to the Director of Human Resources with the option of appeal to the Superintendent. Removal of critical material is at the discretion of the Director of Human Resources. Should the employee appeal the decision of the Human Resources Director to the Superintendent, the decision of the Superintendent is final and may not be the subject of grievance or any appeal by the employee or Association. Excepted are materials required by law, which include evaluation documents.

ARTICLE 13 - DURATION

This agreement shall be effective July 1, 2023 and shall remain in full force and effect through June 30, 2025.

This Agreement is executed by the undersigned officials of signatory authority of and on behalf of the Culver School District #4 Board of Directors and the Culver Oregon School Employees Association Chapter 166.

For Culver School District #4

For Culver OSEA Chapter 166

 7/6/23

Scott Leeper, School Board Chairman Date

 6-29-23


Kandis Chambers, President Date

 7/3/23

Stefanie Garber, Superintendent Date

 6-29-23

Jason J. Herring, OSEA Field Rep Date

 7/3/23

Jodi Henry, HR Director Date

Addendum A: 2023-2024 Salary Schedule

2023 - 2024

7% COLA

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
[LEVEL 1] Dishwasher Assistant Cook ELL Liaison Instructional Asst Gen 1	17.06	17.36	17.66	17.97	18.29	18.61	18.94	19.27	19.61	19.97	20.32	20.68	21.06	21.43	21.87
[LEVEL 2] Media Asst HQ Instructional Asst 1 Grounds Keeper Nutrition Clerk Admin Asst 1	17.80	18.12	18.44	18.77	19.10	19.44	19.78	20.14	20.50	20.87	21.24	21.61	22.01	22.41	22.86
[LEVEL 3] Day Custodian Accts Payable/Rec Transportation Helper 1 HQ Instructional Asst 2	18.60	18.93	19.26	19.60	19.96	20.31	20.67	21.04	21.41	21.80	22.19	22.59	22.99	23.41	23.88
[LEVEL 4] Night Custodian Lead Cook Transportation Helper 2 ILS HQ Instructional Asst 1	19.42	19.76	20.12	20.48	20.84	21.22	21.59	21.98	22.38	22.78	23.20	23.61	24.05	24.48	24.97
[LEVEL 5] Lead Custodian/Maint Admin Asst 2	20.30	20.66	21.03	21.40	21.79	22.18	22.58	22.98	23.41	23.83	24.27	24.71	25.17	25.63	26.14
[LEVEL 6] Bus Driver Admin Asst 3	21.21	21.59	21.97	22.36	22.77	23.18	23.59	24.02	24.46	24.90	25.36	25.82	26.30	26.78	27.32

Addendum B : 2024-2025 Salary Schedule

2024 - 2025

4 % COLA

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
[LEVEL 1] Dishwasher Assistant Cook ELL Liaison Instructional Asst Gen 1	17.74	18.05	18.37	18.69	19.02	19.35	19.70	20.04	20.39	20.77	21.13	21.51	21.90	22.29	22.74
[LEVEL 2] Media Asst HQ Instructional Asst 1 Grounds Keeper Nutrition Clerk Admin Asst 1	18.51	18.84	19.18	19.52	19.86	20.22	20.57	20.95	21.32	21.70	22.09	22.47	22.89	23.31	23.77
[LEVEL 3] Day Custodian Accts Payable/Rec Transportation Helper 1 HQ Instructional Asst 2	19.34	19.69	20.03	20.38	20.76	21.12	21.50	21.88	22.27	22.67	23.08	23.49	23.91	24.35	24.84
[LEVEL 4] Night Custodian Lead Cook Transportation Helper 2 ILS HQ Instructional Asst 1	20.20	20.55	20.92	21.30	21.67	22.07	22.45	22.86	23.28	23.69	24.13	24.55	25.01	25.46	25.97
[LEVEL 5] Lead Custodian/Maint Admin Asst 2	21.11	21.49	21.87	22.26	22.66	23.07	23.48	23.90	24.35	24.78	25.24	25.70	26.18	26.66	27.19
[LEVEL 6] Bus Driver Admin Asst 3	22.06	22.45	22.85	23.25	23.68	24.11	24.53	24.98	25.44	25.90	26.37	26.85	27.35	27.85	28.41


Addendum C: 12 Paycheck Memorandum of Agreement

MEMORANDUM OF AGREEMENT

Equal Pay


The Culver School District and the Culver Classified Employees Association agree that for the 2017-2020 and future school years the following employees will be paid in 12 equal paychecks:

Larraine Cummings
Debbie Lyons
Liliana Russo
Darlene Urbach
Victoria Villalobos McWilliams



FOR THE CULVER CLASSIFIED
EMPLOYEES ASSOCIATION
OSEA Chapter #166

8-30-17
Date



FOR THE CULVER
SCHOOL DISTRICT NO. 4

8-30-17
Date