

## Oroville ESP Proposal 6.9.21

### **ARTICLE II. BUSINESS**

#### ***Section D. Association Rights***

11. Association representatives shall have no reduction of pay for any representation meetings they attend.

### **ARTICLE VI. LEAVES**

#### ***Section A. Sick Leave.***

1. **Amount:** Twelve (12) month employees shall receive twelve (12) days of sick leave per year, nine (9) and ten (10) month employees shall receive ten (10) days of sick leave per year.
2. **Accumulation:** Unused sick leave shall accumulate from year-to-year up to 180 days or up to the annual number of days worked per year for employees working beyond 180 days.
3. **Personal Illness, Injury or Disability:** The District shall allow the employee to use accrued sick leave when the employee is unable to perform duties because of personal illness, injury or disability or the need to attend medical, dental, or ocular appointments. An employee may also use sick leave for pregnancy disability or for bonding/caring for a newborn, adopted or foster child, or if the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.
4. **Maternity/Paternity and Adoption:** Sick leave may be used for maternity and paternity purposes, including disability, childbirth, and bonding with the child.
5. **Sick Leave Sharing ~~Right to Donate~~** Employees may donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, pregnancy, injury, impairment, or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee may also use this leave for pregnancy disability or for bonding/caring for a newborn, adopted or foster child, or if the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking. An employee may retain up to forty (40) hours of their sick leave when applying for leave sharing. Sick leave sharing shall be in compliance with RCW 41.04.
  - a. **Minimum Accumulation:** An employee who has an accrued sick leave balance of more than twenty-two (22) days may donate such leave.
  - b. **Maximum Donation:** Employees are allowed to donate ~~grant~~ up to six (6) days during any twelve (12) month period.
  - c. **Limits:** Employees cannot donate sick leave days that would result in their sick leave account going below twenty-two (22) days. Recipients will be limited to no more than 180 days sick leave.
  - d. **Status of Leave Employees:** While an employee is on leave transferred under this section, he or she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave.

6. **On-The-Job Injury:** In the event employees are absent for reasons which are covered by Industrial Insurance, the employee may choose to have the District pay the employee an amount equal to the difference between the amount paid by to the employee by the Department of Labor and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.
7. **Sick Leave Buy-Back Option:** Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's pay for each four (4) days of accumulated unused sick leave (accumulated in the previous calendar year), in January of each year following any year in which a minimum of sixty (60) days of sick leave are accumulated. No employee may receive pay for sick leave accumulated in excess of one (1) day per month.
8. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from District employment due to retirement (as recognized by the Washington State Public Employees' Retirement System, whether or not the employee was a participating member of the system) or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one (1) day's per diem pay for each four (4) full days accrued leave for illness or injury.
9. **VEBA:** Employees may participate in a qualified VEBA plan as prescribed by law and regulation and subject to a Memorandum of Understanding as approved by the District. The Association will meet annually to approve procedures of participation as prescribed by law and regulation. Those association members who have in excess of 180 accumulated days may participate in the vote, majority deciding. A tie will be decided by lot.

### ***Section B. Family Sick Leave***

Two (2) days of family sick leave shall be provided to employees for a relative in the family. For the purposes of this provision, family shall mean spouse, parent, child, grandchild, grandparent, sibling or those of the employee's spouse, or others for whom the employee is legally responsible. After two (2) days, additional family sick leave shall be deducted from sick leave.

### ***Section C. Bereavement Leave***

One (1) to five (5) days of paid bereavement leave shall be available to employees for each death of a family member ~~on an annual basis~~. Bereavement leave may be used for the death of a family member to include child, spouse, parent, step- parent, grandchild, grandparent, parent-in-law, and sibling. One (1) day of bereavement leave is available for the death of a close personal friend, aunt, uncle or cousin. Additional days beyond the one (1) day of bereavement may be requested of the superintendent in extenuating circumstances.

### ***Section D. Emergency Leave***

Two (2) days of paid emergency leave per year shall be available to employees. The nature of this leave must be an emergency that prevented the employee from working. Emergency leave shall be deducted from sick leave.

### ***Section E. Jury Duty***

Leave of absence with pay shall be granted for jury duty. The employee shall notify the District when

notification to serve on jury duty is received.

### **Section F. Subpoena**

Leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law unless the employee is the initiator of a legal action against the District. A copy of the subpoena must be furnished to the District.

### **Section G. Paternity Leave**

An employee shall receive one (1) day of paid paternity leave for the birth of a child of the employee's spouse.

### **Section H. Adoptive Leave**

An adoptive parent employee shall receive one (1) day of paid leave.

### **Section I. Personal Leave**

An employee is entitled to ~~two (2)~~ **three (3)** days of paid personal leave per year. The employee must request leave at least two (2) days in advance to the immediate supervisor. The employee is not entitled to Personal Leave if:

- a. Two (2) classified employees have already been approved for Personal Leave on that same day from the same job category;
- b. No substitute is available for the date requested; or
- c. Leave is requested for the last five (5) days of the school year.

The supervisor is at liberty to grant leave despite the above restrictions to address extenuating circumstances. If an employee is eligible and entitled to take leave as provided in this section, but such leave is denied, then the employee will be paid their regular hourly rate for the personal day that was not allowed to be taken. Otherwise Personal Leave days will carry over into the next year or be cashed out at the current employee's per diem for the position at the end of the year if not taken, as follows: Each OCAO member may carry ~~one (1)~~ **two (2)** personal leave day into the next work year. No OCAO member may have more than ~~three (3)~~ **five (5)** personal leave days in any one work year. Twelve month employees who wish to carry a day over must notify the business office prior to August 31<sup>st</sup>. All other OCAO employees must notify the business office prior to the last day of school. All personal leave requests shall be approved or denied within 24 hours whenever possible.

### **Section J. Family Illness Leave (Family and Medical Leave Act of 1993)**

Family illness leave shall be available to eligible employees pursuant to Board Policy.

### **Section K. Association Leave**

The president of the Association and/or the duly authorized designated appointee, shall be provided upto ninety (90) hours of leave each year to participate in Association business, provided that substitutes can be secured.

Requests for any leave provided in this section must be in writing to the Superintendent, at least five (5) days before the leave is taken. The Association shall pay the actual substitute costs to the District.

### **Section L. Long Term Leave of Absence**

The District may grant any employee an unpaid leave of absence for up to one (1) year. Employees granted such leave will be permitted to stay in the district insurance programs at their own expense (carriers permitting), shall not gain seniority or other benefits, or be granted experience advancement credit on the salary schedule for the period of leave. Upon return from such leave, the employee shall be entitled a position in the bargaining unit at substantially the same rate of pay. These leaves will be without pay.

***Section M. Unpaid Personal Leave***

An employee shall have the option of requesting leave up to two (2) weeks (10 work days) off without pay, in addition to above days already allowed from other leaves. Any additional days over the two (2) weeks would require additional approval. Such leave approval shall be at the discretion of the district.

***Section N. Leave Verification***

Any employee claiming sick leave benefits of more than five (5) consecutive school days from accumulated sick leave, shall upon request, submit a physician's statement the fifth school day after the first day of illness and every twenty (20) school days thereafter while the illness persists.

## **ARTICLE VII. FISCAL MATTERS**

### ***Section H. Custodial Swing Shifts***

Any custodial employee working a swing shift will receive additional compensation as per the Salary Schedule in Appendix A. If the employee's shift ends after 7:00 PM the entire shift will be paid at swing shift rate.

### ***Section I. Holidays***

1. All 12 month employees shall receive the following paid holidays and 2 paid In-service Days which fall within their work year.

- (1) Labor Day\*, \*\*
- (2) Veterans Day\*, \*\*
- (3) Thanksgiving Day\*, \*\*
- (4) Day after Thanksgiving\*, \*\*
- (5) Day before Christmas\*
- (6) Christmas\*, \*\*
- (7) New Year's Day\*, \*\*
- (8) Martin Luther King Day\*, \*\*
- (9) Winter Break (Should Winter Break be dropped from the calendar, the District agrees to bargain another non-student day.)
- (10) Presidents' Day\*, \*\*
- (11) Memorial Day\*, \*\*
- (12) Independence Day

\*9 & 10-month secretarial, and custodial employees will have ten (10) paid holidays.

\*\*Bus Drivers and Paraeducators will have nine (9) paid holidays

- (13) Paid holidays for custodians will include the non-school day (Friday) before the Oroville May Day Celebration. Should this day be dropped, the District agrees to bargain another non-student day.
2. Nine (9) and ten (10) month classified employees ~~secretaries~~ will receive one In-service Day as a paid holiday and one In-service Day as a paid workday (employee option). One additional paid workday may be available on a non-school day at principal request.

### ***Section J. Vacations***

1. Annual leave with pay shall be allowed to each twelve (12) month employee in the following manner:

<u>Number of Years</u>	<u>Vacation Days</u>
1 Year	13 Days
<u>4 Years</u>	<u>15 Days</u>
7 Years	18 Days

11 Years	19 Days
12 Years	20 Days
13 Years	21 Days
14 Years	22 Days
15 Years	23 Days
17 Years	24 Days
19 Years	25 Days
20 Years	26 Days
25 Years	28 Days
<u>30 Years</u>	<u>30 Days</u>

- a. Any 12-month employee may carry over up to ten (10) vacation days into the following school year. All carry-over days, must be used by August 30 of the following school year.
- b. **Notice:** Twelve (12) month employees shall request leave from the District one (1) week in advance of planned vacations. Requests shall be granted or denied within 2 business days.
- c. Any other requests or arrangements related to vacations must be discussed and approved by the immediate supervisor prior to taking leave.

### ***Section K. Salary and Salary Payments***

1. **Schedule:** All salary adjustments from the state for classified employees shall be negotiated with the Association. The salary schedule shall be attached as Appendix A: Classified Salary Schedule.
2. **Seniority for Salary Credit:** Seniority increments for the purpose of movement across the steps of the salary schedule shall be awarded as follows:
  - a. Increment steps shall take place on the Anniversary date of hire for all new employees.
  - b. Benefits shall be prorated to employees based on the number of hours the employee works each year and the full time employee requirement of 1440 hours.
  - ~~c. Money from the state appropriated for benefits shall be pooled within the bargaining unit.~~
  - d. The increase from the legislature will automatically be passed through to the salary schedule as a percent equal to the percent classified allocations from the state increase to the district.
3. **Payment:** Unless otherwise arranged, Salary and wages shall be paid over a twelve (12) month period. Monthly payments pay warrants shall be issued on the last working day of each month. Payment for extra trips or extra time will be paid the month after the time worked. During vacation periods checks must be picked up at the District office by the employee or may be mailed to the employee providing such employee submits a self-addressed postage-paid envelope for such purpose.
4. **Severance:** All compensation owed to an employee who is leaving the District shall, be made

on the last calendar day of the month, or earlier if possible.

5. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee (or the District) as soon as discovered. In the event the District has made an overpayment, the District and the employee will make a mutually agreeable plan for payback. In the event the District has underpaid, the deficit will be made up within thirty (30) days.
6. **Cell Phones:** The District shall pay \$10/month to bus drivers who are required to use their cell phones during work hours.

### **Section L. Insurance**

The District shall provide qualified employees with insurance benefits, beginning January 2020, that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

#### **A. Availability:**

1. Employees are qualified if they work or will work a minimum of 630 hours during the year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under SEBB, a school year shall mean September 1 through August 31. The effective date of coverage is the first day of the month following the day the employee begins work.
2. Open enrollment begins as per SEBB rules
3. Individuals must enroll on-line themselves or with forms provided by SEBB.

#### **B. Benefits**

1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance. Employees may select optional benefits at their own expense.
2. Employees will select a carrier approved by SEBB and available in the county they live in or as per SEBB rules.

#### **C. Premiums**

1. The district shall pay their portion of the employee premium as established by SEBB.
2. Employees will be responsible for their portion of the premium.
3. Premium surcharges will be paid by the employee.

#### **D. Benefit Termination:**

Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school year), benefit coverage will continue through August 31 of that year.

#### **E. Implementation Issues**

The parties agree to meet and negotiate, to the satisfaction of both parties, any discrepancies or disagreements that develop as the SEBB program is implemented.

Should any contract language be found not to be allowed under State law and/or SEBB rules, State law and SEBB rules shall govern.

~~1. **Contribution:** The District shall provide the full state funded amount per month per FTE, including one hundred percent (100%) of the HCA carve out, on a pooled basis within the bargaining unit on an annual basis. The District will provide a redacted pooling distribution report to the Association upon completion of the pooling process, but in no case later than December 1<sup>st</sup> of each year.~~

~~2. **Part Time Employees:** Employees working less than 1440 hours will receive a prorata share, based on their percentage of FTE, of the maximum contribution.~~

~~3. **Available Program:** The monthly premium may be used by employees to provide the programs listed below:~~

~~Health care plan as selected by the Association.~~

~~4. **Review:** The Parties shall jointly review coverage and carriers at least annually. No change in carrier or coverage shall be made without mutual determination of the Parties.~~

~~5. **Additional Options:** In addition, any employee may participate in any District approved voluntary programs, including Fortis Dental Insurance, provided, all premiums will be paid from payroll deductions by the employee.~~

### **Section M. Training and Approved Courses**

1. The District will provide first aid and CPR training for the duration of this agreement for those employees for which it is a job requirement. Intent is to ensure that all employees required to have a 1<sup>st</sup> aid card have them but for the district to only have to offer the class once a year. Typical jobs that will be provided the first aid card would be paraeducators in life skills, pre-school, and those that work recess duties.
2. The District will pay all expenses of those training courses required of OCAO employees by the District. The District will consider all requests from OCAO employees for specific workshops, inservice and training courses.

### **Section N. Paid Days**

Any time an employee is requested and required by a supervisor to work, the employee shall be paid according to the salary schedule.

### **Section O. Optional Time for School Secretaries and Paraeducators**

Upon approval by the school administrator, each school secretary may timesheet up to five (5) optional days and paraeducators may timesheet up to two (2) days. These days may be time sheeted in hours not to exceed the two (2) or five (5) days limit above. This compensated time is intended for work that may be required beyond the work day. This time may also be used for in-service training or professional development.



**Section P. Notification of dangerous students**

Any employee who is required to work with dangerous or violent students will be notified of this student's issues prior to being assigned to work with them. Employees who work with dangerous students will be provided the appropriate resources to keep themselves and others safe.

**Section Q. Information**

All employees who work with students with IEPs, 504 plans, or other concerns, will be provided the necessary information to properly serve the student's needs.

**Section R. Calendar Input**

The Association will have a representative on the District calendar committee to provide input on the adoption of the District calendar.

## APPENDIX A. SALARY SCHEDULE

### 2021-22

#### OROVILLE SCHOOL DISTRICT NO. 4

#### CLASSIFIED SALARY SCHEDULE – HOURLY PERSONNEL

POSITION:	BEGIN	YEARS COMPLETED						
		1 YR.	<del>4</del> 5 YRS.	<del>8</del> 10 YRS.	<del>12</del> 15 YRS.	<del>16</del> 20 YRS.	<del>20</del> 25 YRS.	<del>25</del> 30 YRS.
Day Custodian	\$18.87	\$19.55	\$20.23	\$20.90	\$21.59	\$22.26	\$22.95	\$23.65
Swing Shift Custodian	\$19.44	\$20.13	\$20.82	\$21.50	\$22.17	\$22.87	\$23.56	\$24.23
Bus Driver	\$21.39	\$22.07	\$23.42	\$24.40	\$25.09	\$25.50	\$25.79	\$26.19
Secretary	\$20.24	\$20.94	\$21.62	\$22.28	\$22.98	\$23.67	\$24.36	\$25.03
Classified Librarian	\$18.38	\$19.09	\$19.76	\$20.44	\$21.13	\$21.82	\$22.49	\$23.18
Paraeducator	\$17.51	\$18.21	\$18.89	\$19.57	\$20.26	\$20.94	\$21.62	\$22.28
<u>Special Education Paraeducator</u>	<u>\$18.01</u>	<u>\$18.71</u>	<u>\$19.39</u>	<u>\$20.07</u>	<u>\$20.76</u>	<u>\$21.44</u>	<u>\$22.12</u>	<u>\$22.78</u>
Extra-curricular Bus rate	\$19.89							

**\*Special Ed High Needs/Intensive Support Paraeducators:** Those who support students with severe behavior needs who can be reasonably expected to act in a physically aggressive manner, requiring frequent restraint or physical redirection. “High needs/intensive support” also includes the requirement of toileting, diaper changing, bathing, catheterization, feeding or any new State Statutes and Regulations for medically fragile students. The program director, principal and superintendent or designee will determine which student/students are high needs and medically fragile. An additional \$0.50 cents per hour will be paid to those who qualify. This is not intended for break or lunch coverage.