

## 7.23.21 Oroville ESP T/A Draft

### **ARTICLE I. ADMINISTRATION OF THE AGREEMENT**

#### ***Section E. Distribution of Agreement***

After bargaining is concluded, the Association shall prepare a draft copy of the agreed upon contract language. Said draft shall be read and reviewed by the District and Association. After mutually agreed corrections have been made (if necessary), a final draft will be signed and ratified by the parties. ~~The District will give a copy to each new employee and distribute copies to the appropriate administrators. The Association will print and distribute copies of the agreement to current members. A copy of the contract will also be made available on the District webpage. Once the final draft of the agreement is approved by both parties, the agreement will be made available to employees in an electronic form on the district website.~~

### **ARTICLE II. BUSINESS**

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

~~8. Board Agenda: The District will provide to the Association President copy of the Board meeting agenda and non-confidential supplemental material prior to the meeting via interoffice mail. The District will provide a copy of the Board minutes to the Association President. The President will pick up all materials at the District Office in the summer. The District will notify the Association of upcoming Board meetings in advance of the meeting through district email. If it is a special Board meeting, they will be notified as soon as it is practicable. The District will post a copy of the board minutes on the District Website following Board approval.~~

~~11. Association representatives shall have no reduction of pay when they are asked by a bargaining unit member to attend a meeting with the Administration if they believe the meeting could lead to discipline.~~

### **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. An employee seeking shared leave may be required to submit documentation or verification to the District relative to the request. 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 O: Washington Paid Family Medical Leave**

The District shall provide qualified employees with Paid Family and Medical Leave under the Washington State Family and Medical Leave Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. The District will comply with the PFML to the extent required by law and pay the district’s portion of the premium.

**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 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 on September 1<sup>st</sup> of each year ~~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.~~

### **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**

4. 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 The District will provide this training to those employees if requested by the District.
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.

## **ARTICLE IX. DURATION**

**Effective dates:** This Agreement shall be a three (3) year agreement, and shall be in effect from September 1, ~~2021~~ ~~2018~~ to August 31, ~~2024~~ ~~2021~~.

Any re-openers shall only be done by mutual consent of both parties or by impact of Legislative action other than salary.

For the ~~2022-23 and 2023-24~~ ~~2019-20~~ school years the Salary Schedule (Appendix A) will be increased by ~~3%~~ ~~or the Implicit Price Deflator (IPD) increase from the State, whichever is higher.~~ For the ~~2020-21~~ school year the Salary Schedule (Appendix A) will be increased by ~~2%~~ ~~or the Implicit Price Deflator (IPD) from the State, whichever is higher.~~

Bargaining of a successor agreement shall begin upon written notice to the District from the Association.

## **SIGNATURE PAGE**

Executed this \_\_\_\_\_ day of ~~XXX~~ ~~September~~, ~~2021~~ ~~2018~~, at Oroville, Okanogan County, Washington, by the undersigned officers with the authority of and on behalf of the parties.

# 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	\$18.69	\$19.37	\$20.04	\$20.71	\$21.38	\$22.05	\$22.74	\$23.43
Swing Shift Custodian	\$19.26	\$19.94	\$20.62	\$21.30	\$21.96	\$22.65	\$23.34	\$24.00
Bus Driver	\$21.19	\$21.86	\$23.21	\$24.17	\$24.86	\$25.26	\$25.55	\$25.95
Secretary	\$20.06	\$20.74	\$21.42	\$22.07	\$22.76	\$23.45	\$24.13	\$24.79
Classified Librarian	\$18.21	\$18.91	\$19.58	\$20.25	\$20.93	\$21.62	\$22.28	\$22.96
Paraeducator	\$17.35	\$18.04	\$18.71	\$19.39	\$20.07	\$20.74	\$21.42	\$22.07
<u>*Life Skills Paraeducator</u>	<u>\$17.85</u>	<u>\$18.54</u>	<u>\$19.21</u>	<u>\$19.89</u>	<u>\$20.57</u>	<u>\$21.24</u>	<u>\$21.92</u>	<u>\$22.57</u>
Extra-curricular Bus rate	\$18.01							

\*Life Skills Paraeducators: Serve “High needs/intensive support/life skills students” as determined by the program director, principal, and superintendent or designee through the IEP process.

~~\*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 now 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.~~