

2018-2021 AGREEMENT
BETWEEN
OMAK SCHOOL DISTRICT
AND
OMAK SECRETARIES' EDUCATION ASSOCIATION

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**OMAK SECRETARIES' EDUCATION ASSOCIATION
AND
OMAK SCHOOL DISTRICT**

PREAMBLE

This Agreement is by and between the Omak School District Number 19 and the Omak Secretaries' Education Association, pursuant to RCW 41.56.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions

1. The term "**District**" shall mean the Omak School District, Okanogan County, Washington State; or its agents.
2. The term "**Board**" shall mean the Board of Directors of the Omak School District.
3. The term "**Association**" shall mean the Omak Secretaries' Education Association, which is affiliated with the Washington Education Association, the National Education Association and the North Central Washington UniServ Council.
4. The term "**Parties**" shall mean the District and the Association.
5. The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "**Immediate Family**" shall mean spouse, mother, father, sisters, brothers, children, brother/sister/mother/father/daughter/son-in-law, aunts, uncles, nieces, nephews, cousins, significant other or his/her family, grandparents, grandchildren, step family, and foster family.
8. The term "**day**" shall mean any day the district business office is open for business with the public.
9. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
10. The term "**President**" shall mean the President of the Association or his/her designee.
11. The term "**contract**" shall mean the individual personal services contract issued to and signed by each employee.
12. The term "**supplemental contract**" shall mean that contract issued and signed for extracurricular, special and supplemental assignments and shall be in accordance with current statutory provisions.
13. The term "**extended contract**" shall mean that contract issued and signed for days beyond the employees basic work year.
14. The term "**Seniority**" shall mean length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day.
15. The term "**RCW**" shall mean Revised Code of Washington.

16. The term "**WAC**" shall mean Washington Administrative Code.
17. The term "**SPI**" shall mean the office of the Washington State Superintendent of Public Instruction.
18. The term "**BEA**" shall mean the Basic Education Act.
19. The term "**AR**" shall mean Association Representative.
20. The Term "**PERC**" shall mean the Washington State Public Employment Relations Commission.
21. The term "**FTE**" Shall mean Full Time Equivalent. FTE shall be defined as any employee who works at least 1440 hours per year.

Section B. Recognition

The District recognizes the Association as the exclusive bargaining agent for all secretarial employees of the District excluding all certificated employees and any classified employee outside the secretarial bargaining unit and any employee whose duties imply a confidential relationship to the Superintendent, Assistant Superintendent and the Board.

Employees of Paschal Sherman Indian School (PSIS) shall not be considered a part of this bargaining unit or the Association.

The District shall not recognize or bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by the State Public Employee Relations Commission as the exclusive bargaining agent for employees.

Section C. Subcontracting

No bargaining unit work will be transferred to employees of the PSIS or any other employee organization not represented by the Association.

Section D. Status of Agreement

1. **Sole Agreement**: This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.
2. **No Reductions Implied**: Unless otherwise specifically provided in this Agreement, nothing contained herein shall be interpreted and/or applied to eliminate, reduce, or otherwise detract from current individual salaries, employee benefits, or other provisions, under existing rules, regulations, policies, resolutions and practices of the District in effect prior to the effective date of this Agreement.
3. **Conformity to Law**: This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement to any employee or groups of employees shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

4. **New Policies**: No new policies affecting employee wages, hours, and terms and conditions of employment shall be adopted and/or implemented unless such policy has been mutually agreed to by the Parties.

5. **Maintenance of Standards:** All terms and conditions of employment shall be maintained at no less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of employees as required by this Agreement.

Section E. Individual and Supplemental Contract Compliance

All individual and supplemental contracts are for one (1) year and shall be subject to and consistent with law and this Agreement and shall expressly state that they are subject to this and subsequent Agreements between the parties. If any individual or supplemental contract is inconsistent with this Agreement, this Agreement shall control.

Section F. Distribution of Agreement

Following ratification of this Agreement the Association shall prepare a camera ready copy of the Agreement for District review and mutual editing. After editing, the District shall print the Agreement at its cost and the Association shall distribute copies to all current and new employees. The District shall also make at least one copy available for review by any applicant for employment with the District.

Section G. Joint Meetings

1. **Purpose:** Association representatives may meet with the Superintendent on a quarterly basis; or, more often by mutual agreement, to pursue matters of mutual concern problem solving. Such meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.
2. **Agenda:** The Parties shall prepare and exchange agenda items in advance of each meeting.
3. **Representation:** No more than two (2) representatives from each side will participate unless mutually agreed.

ARTICLE II. BUSINESS

Section A. Dues Deduction

1. **Members:** Upon receipt of a written authorization the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA and UniServ.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee during the thirty days immediately preceding the start of the student school year. Dues deduction forms must be delivered to the business office within thirty days from the start of student school year, or within thirty days of an individual's beginning date of employment, whichever is later.

2. **Representation Fee:** No member of the bargaining unit shall be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, shall be required to pay a representation fee to the Association. The amount of the representation fee shall be determined by the Association, and transmitted to the Business Office in writing. The representation fee shall be an amount equal to the regular dues for the Association membership including NEA, WEA, UniServ and WEA. Non-members shall be neither required nor allowed to make political (PULSE or NEAPAC) deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit pursuant to RCW 41.56.

In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such objections shall be resolved according to the provisions of RCW 41.59.100, or PERC.

Section B. Other Deductions

Upon receipt of written authorization prior to the 15th of any given month, the District agrees to deduct from the salary of employees, premiums for those insurance and annuity programs which have been approved by the Parties. The sums which are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

Section C. Management Rights

The District retains all management rights that are not specifically covered in this Agreement, or covered by State/Federal statutes/laws.

Section D. Association Rights

1. **Use of School Buildings**: The Association shall have the right to use school buildings at all reasonable hours for meetings as long as such use does not interfere with normal school operations.
2. **Use of School Equipment**: The Association shall have the right to use district equipment, including but not limited to, typewriters, copy equipment, duplication equipment, calculating machines, computers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use as long as such use does not interfere with normal school operations.
3. **Association Business**: The Association shall have the right to transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations. Association representatives shall suffer no intervention, undue delays, or harassment by the employer's representatives while representing an employee or while on Association business.
4. **Use of District Bulletin Boards**: The Association shall have the right to post notices on District bulletin boards to be provided by the District in each lounge, lunchrooms and other locations in each building in which employees are assigned.
5. **Use of District Mail System**: The Association shall have the right to use the District mail system and employee mail boxes for communication purposes.
6. **New Employees**: The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date. The Association shall be given the opportunity to speak to all employees as an official part of the program during any District sponsored new employee orientation and during any year opening district-wide or building-wide employee meeting.
7. **Notice of Disciplinary Action**: In the event any employee is given a formal disciplinary action, the District shall provide the President with notice of such action, provided that should the employee indicate in writing to the District (Appendix F) that he/she does not wish to have the Association notified, such notice will be withheld.
8. **District Budget, Financial Reports, Board Agendas, Board Minutes and Salary Information**: At the Association's written request, the District shall cooperate with the Association in fulfilling all such requests in a timely fashion. No charge shall be made to the Association for the materials specified herein.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Rights of Law

No employee shall be denied any legal right granted under Federal, State, County or local law or regulation.

Section B. Non-Discrimination

Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any employee because of membership or non-membership in the Association, domicile, race, creed, religion, color, national origin, age, sex, marital status, or the presence of any sensory, mental, or physical disability.

Section C. New Employee Probation

New employees shall be placed on a ninety (90) workday probationary period. No later than the end of the initial ninety (90) workday probationary period, the employee shall receive an evaluation. Upon mutual agreement between the District and OSEA, the initial probationary period may be extended an additional forty (40) workdays to implement a specific plan of assistance per the evaluation report. After the additional forty (40) workdays, the employee shall receive a second evaluation (Appendix D). Following the probationary period, if the employee has not demonstrated satisfactory proficiency, the Superintendent, the employee, and the Association President shall be notified in writing of the lack of proficiency along with specific documentation. Lack of necessary proficiency may constitute grounds for termination.

Section D. Personnel File

1. **Right To Inspect:** Any employee shall have the right to inspect all contents of his/her own personnel file. A representative of the Association shall, at the employee's request, accompany the employee in this review. This file may contain, but is not limited to the employee's employment application, individual employment authorizations, pay authorizations, training records, correspondence, and evaluation reports. Medical and/or employee health benefit enrollment information shall be maintained in a Payroll/Benefits file to be maintained separate from the Personnel File.
2. **Placement of Materials:** Employees shall be given a copy of any material that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity to attach written comments within ten days of the receipt of the material. Employees shall indicate they have seen such materials and have received a copy thereof by affixing their signature and dating the copy that is to go into the file.
3. **Location:** The District shall maintain the employee's personnel file and Payroll/Benefits file at the District Office. The Superintendent shall be responsible for safeguarding employee files, and shall sign an inventory sheet to verify the contents of the files, if the employee so requests.
4. **Removal of Materials:** After seven years the District may remove and destroy employee's evaluation reports. Any derogatory material (e.g. written warning, reprimand, discipline documentation, discipline report) shall be removed from the employee's Personnel File, if requested in writing ~~A~~after three calendar years from the date of the incident, provided no similar incident is recorded.
5. **Principal's Working File:** Principals may keep working files on employees in their building; however, such files (including computer generated files) shall be expunged at the end of each school year.

Section E. Due Process and Just Cause

1. **Just Cause:** No employee will be disciplined or adversely affected without just cause.
2. **Written Grounds:** The specific grounds forming the basis for disciplinary actions shall be made available to the employee and the Association in writing at the time discipline action is taken.
3. **Hearings:** Employees shall have the right to a fair hearing and confrontation of witnesses.
4. **Association Representation:** Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision prior to the action being taken. Such notification shall be by Appendix F which is made apart of this agreement.
5. **Privacy and Confidentiality:** Any discipline of an employee by any agent of the District actions shall be made in private and in confidence and never in the presence of students, parents, other employees, or at public gatherings.
6. **Complaints Against Employees:** Any complaint against an employee that may lead to disciplinary action shall be promptly called to the attention of the employee. No complaint against an employee may be used in a disciplinary action against that employee unless the complaint was discussed with the employee in a timely fashion.

Section F. Professional Growth Plan (PGP)

The PGP provision is for all employees whose work had been previously judged by his/her immediate supervisor as satisfactory by written report attached herein as Appendix C.

1. **Definition:** The term "**Employee Professional Growth Plan (PGP)**" shall mean a plan by an employee and his/her supervisor designed to improve that employee's professional performance according to the criteria set forth below.
2. **Purpose:** The purpose of the PGP is to assist employees in professional development toward selected professional development goals in order to encourage enhancements and improvements in job performance and abilities. Professional growth is the desired outcome of the PGP. Collaborative interaction is encouraged. PGP's are intended to provide employees with support inherent in trying new ideas.
3. **Plan:** The PGP plan shall be developed, maintained, and executed and assessed cooperatively between the employee and the employee's supervisor. The Professional Growth Plan and Evaluation Form shall be attached as Appendix C. Parts I, II, and III of Appendix C shall be completed by the last business day of September each year. Parts IV, and V of Appendix C shall be completed prior to the employee's last working day of the year.
4. **Records and Materials:** In addition to the plan itself, materials, records and/or portfolios developed as a result of an employee's participation in a PGP shall be the sole property of the employee; however, a copy of the employee's Professional Growth Plan and Evaluation Form may be retained in the

employee's personnel file. PGP's shall not be used by the District in any way for a negative evaluation of the employee.

5. **Classes, Courses, Workshops, etc:** Once agreed upon and approved by the supervisor any classes, courses and/or workshops developed as part of the PGP shall be paid for by the District. Additionally, the District shall pay any travel expenses incurred for such classes, courses and/or workshops at the amount established by Board policy. Such payment shall include lodging expenses should they be necessary. The employee shall remit to the District receipt for such lodging.

Section G. Employee Evaluations

All employees will be evaluated annually. The evaluation of the employee's performance shall be documented in a written report form (attached herein as Appendix D).

1. **Unsatisfactory Evaluations:** In the event an employee's work performance leads to an unsatisfactory evaluation that may ultimately lead to dismissal, the employee shall be evaluated using Appendix D.

The evaluation report shall be presented in post-conferences to the employee by his/her immediate supervisor within five (5) days following its completion.

Such reports shall be written in narrative form and shall include:

- (a) Strengths of the employee
- (b) Weaknesses of the employee
- (c) Specific plan of assistance which the employee should take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

2. **Ninety Day Remediation Period:** The employee shall be given ninety (90) working days to implement the specific plan of assistance noted on the evaluation report.

The employee shall be reevaluated (using Appendix D) within thirty days following the implementation of the remedial plan and monthly thereafter.

3. **Failure to Improve:** Following the ninety day remediation period, if the employee has not demonstrated satisfactory improvement in the area(s) of weakness, the Superintendent and the employee shall be notified in writing of the lack of improvement along with specific documentation. Lack of necessary improvement may constitute grounds for termination.

4. **Opportunity for Rebuttal:** The employee shall have the opportunity to write and attach a rebuttal to his/her evaluation(s).

Section H. Testing:

There will be testing for new hires and voluntary transfer. There will be no testing for involuntary transfers and reduction in force (RIF) status employees returning to a position in the District.

Section I. Assignment and Transfer

1. **Assignments:**

- a. **Definition:** An assignment shall mean the placement of an employee to a position within

the bargaining unit. A position shall be defined as a job classification within or without the building(s) in which the employee is stationed.

b. **Assignment Notice:** All employees presently employed will be given written notice of their specific building assignments for the forthcoming year not later than May 15.

2. **Transfers:**

a. **Definition:** A "transfer" shall mean a change from an employee's current assignment to a different assignment.

b. **Vacancies:** When vacancies (including new positions) exist with the employer, employee transfers shall be made on the basis of seniority provided that the employee is qualified to perform the required duties of the assignment. Should the District choose a junior employee, such junior employee shall possess substantially greater qualifications.

c. **Involuntary Transfers:** Involuntary transfers shall be made only when necessary. When such transfers are made, they shall be accompanied with a written explanation of the reasons. Employees transferred involuntarily shall be transferred only for good cause. Written notice of 10 working days shall be given to the employee before the transfer takes place.

3. **Vacancy and Posting of Jobs:**

a. **Posting:** All vacancies (including new positions) occurring during the work year shall be reported to the Association and posted in each building for a minimum of five (5) days.

All known vacancies for the following work year shall be reported to the Association and posted in each building by May 15 of the current work year. Thereafter, the job posting list shall be updated, as new vacancies become available, with the new listing being circulated to the employees in the bargaining unit.

b. **Application for Transfer:** Employees requesting a transfer shall complete and file a request for transfer with the Superintendent by May 1.

c. **Employee Retirement or Termination of Employment:** Employee retirement or termination of employment should give written notice to the District by May 1.

d. **Priority:** Employment of employees outside of the bargaining unit for a specific vacancy shall be made only after it is determined that there are no qualified employee applicants on file to fill the vacant position. Qualified current employees shall be given first priority by seniority for vacancies and new positions.

e. **Notice to Applicants:** All employees requesting a transfer to a vacancy or new position shall be notified within five days of the employer filling the vacancy or new position. Employees who are not accepted shall be given the reasons thereof.

f. **Posting During Vacation Periods:** During vacation periods, the District shall notify the Association of the posting by mail. Such employees shall then have ten days from mailing of the notification to apply for the vacancy.

Section J. Layoff and Recall

1. **Seniority**: The District shall prepare and maintain the seniority list ranking each employee from greatest to least seniority. The seniority date of an employee shall be established as of the date an employee begins continuous employment within the secretarial job classification. Upon request, a copy of the seniority list and subsequent revisions shall be furnished to the President.

Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, or declining recall.

2. **Layoff**: Layoff shall be defined as a necessary reduction in the work force beyond the normal attrition for economic reasons only.

In the event of a necessary reduction in work force, the District shall first layoff the least senior employee(s). In no case shall a new employee be employed by the District while there are laid off employees qualified for a vacant or newly created position. In the event of layoff, The District shall provide written notice to all affected employees and the President, as soon as reasonably possible of the school year preceding the layoff. Employees not notified shall continue in employment for the following year unless there is just cause for termination.

All retained employees face possible reassignment to fill essential vacancies.

3. **Recall**: Employees that are laid off shall be placed in a reemployment pool. Recall of employees shall be by reverse order as determined by the final seniority list. No transfers or posting of open positions shall be made until all employees on lay off status have been recalled into positions for which they are qualified. Notification of recall shall be sent by certified or registered mail to the last known address as shown on District records. The notice shall include the time and date the employee is to report back to work. It is the employee's responsibility to keep the District notified as to his/her current mailing address.

A recalled employee shall be given five (5) calendar days from receipt of the recall notice to inform the District if he/she will accept the position. An employee who declines recall, shall forfeit his/her seniority rights provided the position offered is of equivalent monetary value and does not involve a reduction in total compensation.

Employees shall not be "bumped" or reduced in seniority ranking by school employees not represented by the Association.

Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years.

Section K. Employee Protection

1. **District Insurance**: The District shall provide such insurance for the protection of employees as is required by RCW 28A.58.425 and upon annual renewal will provide employees with a written summary of the coverage they have under the provisions of District insurance policies. The District shall notify the President of any changes in insurance coverage.

2. **Threats**: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the District in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety

shall be reported to the employee and the President by the Superintendent at the earliest possible time.

3. **Injury on the Job:** In the event an employee is absent due to reasons covered by industrial insurance, the District will pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. The District will continue to pay the monthly insurance premium of a Secretarial employee while said employee is on leave that is covered by industrial insurance. The portion of insurance that would normally be paid by the employee may be deducted from sick leave.

Section L. Privacy

1. **Personal Lives:** Except under unusual circumstances and where the job performance of the employee is materially affected, the private and personal life of any employee is not within the appropriate concern or attention of the District.

2. **Information:** The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific employee approval or Association agreement.

Section M. Harassment

The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been harassed (including sexual harassment).

Section N. Non-Assigned Duties

The Parties agree that an employee's primary responsibility is to perform the clerical duties of the assigned position and that his/her energies should, to the greatest extent possible, be utilized to this end. Therefore, employees shall not routinely perform the following non-assigned duties:

* **Non-Assigned Duties:** Non-assigned duties, including but not limited to, cafeteria duties and supervision of cafeterias, sidewalks, bus loading or unloading, or playgrounds.

Section O. Job Description Updating Process

When either OSEA or the District believe that updates to job descriptions are necessary, a review committee will be formed. This committee will consist of two (2) Association representatives, the appropriate building/department administrator, and one (1) Human Resources representative. This committee will review current job duties, develop and review amendments, and develop and agree on the new job descriptions. The affected building secretary may be present during the initial discussion regarding his/her position and as needed for clarification during future discussions. All updated job descriptions will be reviewed by Human Resources to ensure ADA and FLSA requirements are met. Job descriptions as of September 1, 2018 will be housed in the Human Resources Office and not be in the appendices of this Agreement.

ARTICLE IV. LEAVES

Section A. Illness, Injury and Disability (Sick) Leave

1. **Accumulation:** At the beginning of each school year, each full time employee shall be credited with ten (10) days of Sick Leave. Employees who are less than full time shall receive a prorated portion of such leave. Employees who work more than 10 months will be credited with an additional day of sick leave for each month or fraction thereof above 10 months. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance will be made known to him/her on each pay check stub.

2. **Use:**

a. **Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability.

b. **Maternity:** The District shall grant sick leave for pregnancy, child birth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability.

Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.

c. **Family Illness/Emergency Leave:** In accordance with Washington State law, the District shall grant sick leave to employees in the event of illness or emergency within the immediate family of the employee.

For purposes of this provision, immediate family shall mean: spouse, mother, father, sisters, brothers, children, brother/sister/mother/father/daughter/son-in-law, aunts, uncles, nieces, nephews, cousins, significant other or his/her family, grandparents, grandchildren, step family, and foster family. Emergency shall be defined as a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence.

d. **Dental and Medical Appointments:** The District shall grant sick leave to employees and their immediate families for dental and medical appointments.

3. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District may grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave.

4. **Annual 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 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 day per month per calendar year.

5. **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 day's per diem pay for each four full days accrued leave for illness or injury.

The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of the Superintendent of Public Instruction.

Section B. Personal Leave

The District shall grant employees two (2) days of personal leave with pay plus two (2) days of unpaid personal leave each year, under the following conditions:

1. Notice of intended use must be given in advance of such leave as soon as reasonably possible.
2. Personal leave will be rolled over one year for a maximum of four (4) days of personal leave accumulated.

Section C. Emergency and Bereavement Leave

1. **Family/Emergency Leave:** For reasons of serious emergency, serious injury or serious illness in the immediate family, each employee shall be granted a maximum of five (5) days leave each school year. Family and Emergency Leave shall be deducted from the same five (5) days of leave each school year.

2. **Use:**

- a. **Serious Emergency**
Emergency shall be defined as a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence.
- b. **Serious illness or serious injury in the immediate family.**
- c. **Emergency to home/real property**

3. **Bereavement:** For reason of death in the immediate family, each employee shall be granted five (5) days maximum leave for each death. Up to two (2) days of leave per contract year shall be granted to attend the funeral of anyone outside of the immediate family in which no deductions shall be made.

4. **Immediate Family:** For purposes of this provision, immediate family shall mean: spouse, mother, father, sisters, brothers, children, brother/sister/mother/father/daughter/son-in-law, aunts, uncles, nieces, nephews, cousins, significant other or his/her family, grandparents, grandchildren, step family, and foster family.

5. **Additional Family Illness:** Additional family illness beyond the five (5) days provided above shall be taken for the employee's accrued sick leave.

Section D. Court Appearance Leave

The District shall grant Court Appearance Leave with pay as follows:

1. **Jury Duty**: Employees who are called to serve on a jury.
2. **Subpoenas**: Employees who are subpoenaed to testify in court for work related litigation.
3. **Other Court Leave**: Other court absences shall be granted from Family/Emergency Leave.

Section E. Family Leave (Family and Medical Leave Act of 1993)

The District shall comply with all provisions of the Family Leave Act, FLA (WA) and District policy.

1. **Eligibility**: Employees employed for more than 1 year, having worked a minimum of 1080 hours (6 hours/day) in the last 12 month period.
2. **Usage**: Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12) month period for any of the following reasons:
 - a. the birth of a child and to care for the newborn child within one year of birth;
 - b. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - c. to care for the employee's spouse, child, or parent who has a serious health condition;
 - d. a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - e. an qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is covered military member on "covered active duty;" or twenty-six workweeks of leave during a single 12 month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).
3. **Notification**: The employee shall provide the District thirty (30) days advance notice of his/her intent to use Family Leave when the need for the leave is foreseeable.
4. **Job Benefits and Protection**: The District shall insure the following provisions:
 - a. Maintain the employee's full insurance benefits during the duration of Family Leave, continuing to pay its portion of health benefits. During unpaid status, the District shall continue to pay its portion of the insurance benefits, while the employee picks up their regular monthly premium.
 - b. Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on unpaid Medical Leave;
 - c. Grant the employee his/her previous position, or an equivalent position, upon return from Family Leave; and
 - d. Maintain any employee benefits that accrued prior to the start of Family Leave.

Section F. Long Term Leave of Absence

The District may grant any employee an unpaid long-term leave of absence for up to one year for medical or other mutually agreed to reason(s). Employees granted such a leave will be permitted to stay in the

District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. The employee shall give written notice to the District of the intent to return to the District two weeks prior to the end of the leave. Upon return from such leave, the employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. Once granted, such leave may be renewed annually upon request of the employee, with the agreement of the District.

Section G. Association Leave

The District shall grant six (6) days leave with pay to the Association to be used to conduct Association business. Members must have prior approval from the President to request association leave.

Section H. Child Rearing Leave

The District shall grant a child rearing leave of up to one year to any employee for the purpose of rearing a natural or adopted child. In the event of adoption, such leave may include time for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

Section I. Military Leave

The District shall grant military leave to any employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law.

Section J. Leave Sharing

1. **Purpose:** An employee with an annual leave balance of more than twenty-two (22) days may donate excess leave to a fellow employee who runs out of sick leave during a prolonged absence from work due to illness or injury of the employee or an immediate family member as defined herein. Employees who accrue sick leave pursuant to RCW 28A.58.400.300 (RCW 28A.58.099(2)) and RCW 28A.310.240 (RCW 28A.21.102(1)) and have more than twenty-two (22) days accrued sick leave, may transfer a specific amount of sick leave to a needy employee. No more than six (6) days may be donated in a twelve (12) month period and no sick leave may be donated which would cause an employee's own sick leave balance to drop below twenty-two (22) days. An employee who chooses to participate in the sick leave sharing program shall make his/her wishes known no later than January 31 of each year.

2. **Procedure:** In order to be eligible to receive leave sharing:

- a. The employee or his/her immediate relative must be suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause the employee to go on leave without pay status or terminate his/her employment.
- b. The employee must have depleted, or be on the verge of depleting, available annual sick leave balances.
- c. The employee must be ineligible for worker's compensation benefits.

- d. An employee may not receive a total of more than 261 days of donated sick leave.

ARTICLE V. FISCAL MATTERS

Section A. Hours of Work and Overtime

1. **Work Day:** Each employee shall be assigned to a definite work day with designated times of beginning and ending which shall not be reduced.
2. **Hours, Lunch and Rest Period:** The normal work day shall consist of eight (8) hours excluding a thirty (30) minute uninterrupted lunch period. A daily fifteen (15) minute first half and a fifteen (15) minute second half uninterrupted rest period shall be provided.
3. **Work Week:** The work week shall consist of five (5) consecutive days, Monday through Friday. After the last student day of the year, a flexible work week and hours may be agreed upon by the employee and the building Principal. ie. four (4), ten (10) hour days.
4. **Work Schedules:** Work schedules showing the employees' shift, work days, hours, and contract days shall be given to each employee. Additional assigned hours shall be by seniority. The District shall not reduce the number of full time jobs and will not fragment jobs, however, the District and the Association value, as much as fiscally possible, full time, non-fragmented jobs. If the District deems it necessary to reduce the number of full time, non fragmented jobs the District shall meet with the affected principal, secretary(ies), a central office representative, an Association representative, as well as optional note takers to review the necessity of the change, planned resolution, and receive input. Both parties shall meet and evaluate the changes putting the changes in writing for the impacted school year . No split shifts shall be allowed **with the exception of the transportation secretary for the 2016-19 school years.**
5. **Overtime:** Overtime shall be compensated at one and one-half (1 1/2) times the employee's hourly rate. Saturdays, Sundays and holidays shall be compensated at two (2) times the employee's hourly rate. Overtime shall be defined as hours worked beyond eight (8) hours per day and/or forty (40) hours per week. All payment for overtime hours worked shall be in accordance with the Fair Labor Standards Act.
6. **Early Notification – Minimum Pay for Emergency School Closures:** Secretaries will be paid two (2) hours minimum show up time or actual hours if supervisor requests the time to be worked.
7. **Public Employment Retirement System:** All employees shall be credited with sufficient hours per day to qualify them for retirement benefit within the Public Employment Retirement System (PERS).
8. **Paid Moving Time:** With prior principal/administrator approval any secretary required to move their work station/office shall submit a time sheet for up to eight (8) hours of move –related additional time, or the employee may elect to take compensatory time. Exceptions to this eight (8) hour limit shall be based upon the extent of the required move and must be approved by the Superintendent.
9. **Incentive Pay for Early Notification of Retirement:** For the purpose of helping the District determine staffing levels for the following year, the District will pay the departing secretarial staff member for early notification. Written notification of intent to retire/resign received in the district office by the following dates will be paid according to the following scale:
Notification by January 31 = 2 days of pay

Notification by February 28 = 1 day of pay
Employees must document additional hours worked equal to the incentive hours paid.

Section B. Holidays

All employees shall receive the following paid holidays which fall within their work year:

- a) New Year's Day
- b) President's Day
- c) Memorial Day
- d) Independence Day
- e) Labor Day
- f) Veteran's Day
- g) Thanksgiving Day
- h) Day After Thanksgiving Day
- i) Christmas Day
- j) Martin Luther King Day

Section C. Vacations

1. **Vacation**: Annual leave with pay shall be allowed to each FTE employee in the following manner:

Number of Years Vacation Days

| | |
|---------------|---|
| 1 to 5 years | 5 Days |
| 6 to 10 years | 10 Days |
| 11+ years | 1 additional day of vacation for each year of service after 10 years of service. Maximum 17 days. |

2. **Accrual**: Vacation accrual shall be based on total hours per year. (1440 hours equals full year). Employees who are less than full time shall receive a prorated portion.

3. **Vacation Usage**: Employees shall have the option of four (4) days of employee vacation use at any time with substitutes provided by the District. Remaining employee vacations shall be used on non-student days.

Section D. Previous Experience Credit

Any newly hired employee who had previously been employed by any school district, and is hired to perform work similar to that in which she/he was previously engaged, shall be placed on the salary schedule pursuant to her/his years of experience. The District will determine what experience applies to the employee's position. This provision is not retroactive.

Seniority for newly hired employees shall be defined in accordance with Article I. Section A.

Section E. Salary and Salary Payments

1. **Schedule**: Salaries shall be as set out in the schedule which is attached to and made a part of this Agreement as Appendix A.

2. **Retroactivity**: Should the date of execution of this Agreement be subsequent to the effective date, salaries (including overtime) shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement.
3. **Increments**: Increment steps shall take effect on September 1 of each year. An employee shall receive increment credit and advancement when employed one-half (1/2) or more of full time employment during the school year (1440 work hours per year equals full-time employment).
4. **Payment**: Employees shall be paid in twelve (12) equal monthly payments. Checks shall be issued on the last working day of each month. Employees may opt to have their checks delivered to them personally, direct deposited to a bank or mailed to a specified address.
5. **Severance**: All compensation owed to an employee who is leaving the District shall, upon request, be paid on the final day of employment.
6. **State Funding**: The maximum allowable and funded by the State will automatically be applied to the salary schedule. As early in the school year as is practicable, the District shall share State funding information with the Association. Salaries shall be adjusted at that time to assure that the maximum legally allowable is paid in salary.
7. **Errors in Computation**: Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an over payment, the District and the employee shall work out a mutually agreeable plan for payback. In the event the District has underpaid, the deficit shall be made up immediately.

Section F. Insurance

1. **Contribution**: The District shall provide the maximum allowable funded by the state per month per FTE (based on 1440 hours per year) on a pooled basis. No funds shall be deducted from the employee state allocation for the purpose of funding the HCA remittance.
2. **Part Time Employees**: Employees less than 1440 hours will receive a prorata share, based on their percentage of FTE, of the maximum contribution.
3. **Available Programs**: All eligible employees along with dependents will be required to participate in the District/Association approved dental and vision insurance programs. Each eligible employee will have the option of participating in a District/Association approved medical insurance program, along with eligible dependents. These programs will be known as the “basic benefits” programs. Payroll deductions will be made for any portion of an eligible employee’s premium which is not paid by the District.
4. **Pooling**: The intent of the Parties is to provide the maximum insurance contribution allowable by law to the employee pool. To gain maximum utilization of the total allowable State insurance contribution provided by law for employees, the District shall contribute the maximum allowable to an insurance pool to be distributed among employees, to those who do not generate sufficient monies to cover the full cost of medical coverage.
5. **Sequence**: From the dollar amount available to each employee, first shall be deducted the cost of the District's dental and any other one-hundred percent (100%) required participation insurance plans, with the remaining monies available for application to the medical insurance program(s).
6. **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.

7. **Additional Options:** In addition, any employee may participate in any other Association approved voluntary programs, provided, all premiums will be paid from payroll deductions by the employee. Such premiums/deductions will not be included in any pooling calculations.

Section G. Travel Reimbursement

An employee who is required to use his/her personal vehicle as a part of his/her employee responsibilities (including employees who are required to travel between buildings) shall receive travel reimbursement equal to that amount paid to State employees.

Section H. Training/In-service

1. **Required Training/In-service:** Employees attending training/in-service courses required by State regulation or District policy as a condition of employment, will be paid by the District at the employee's per diem hourly rate of pay for all time in attendance, plus any fee or tuition.

2. **Fees, Certificates and Health Tests:** The District shall pay all required fees, inoculations, certificates and health tests needed to maintain employment.

3. **Voluntary Training/In-service Program:** The District shall provide a fund sufficient for funding two (2) days of voluntary training courses, workshops and in-service training per year per employee. If such training/in-service is scheduled outside the employee's work day, the employee shall be paid his/her hourly per diem rate of pay. Overtime provisions will also be in effect for this provision.

4. **Cross Training:** Provide time for Cross Training and collaboration to all employees on non-student days. The District shall provide financial or time consideration for secretaries requested to train other employees.

Section I. Longevity Payments

The Following longevity payment will be made to qualifying employees:

1. At the completion of the fifteenth (15th) year of a secretary's employment with the district and every year thereafter, an employee's wages shall be increased by the equivalent of one (1) week's salary.
2. At the completion of the twentieth (20th) year of a secretary's employment with the district and every year thereafter, an employee's wages shall be increased by the equivalent of two (2) week's salary.
3. At the completion of the twenty-fourth (24th) year of a secretary's employment with the district and every year thereafter, an employee's wages shall be increased by the equivalent of three (3) week's salary.

Section J. Education Stipend:

Annual Stipends will be paid to employees who hold an applicable skills certificate requiring 25 or more clock hours, an Associate of Arts Degree, or Bachelor of Arts Degree. Classes must be pre-approved and be applicable to assignment. Effective September 1, 2007. Proof of

clock hour completion must be submitted to the Personnel Office by September 1 of each year. Stipends will be paid in one (1) lump sum each year on the October payroll. Employees hired mid-year will receive a pro-rated stipend upon proof of clock hour completion.

25 clock hours = \$ 50 Annually

50 clock hours = \$100 Annually

100 clock hours = \$200 Annually

ARTICLE VI. GRIEVANCE PROCEDURE

Section A. Definitions

1. "**Grievant**" shall mean a bargaining unit member or group of bargaining unit members or the Association.
2. "**Grievance**" shall mean a claim or complaint by a grievant that:
 - a. there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement or of any rules, order, policy, regulation or practice of the employer;
 - b. an employee has been treated inequitably; or
 - c. there exists a condition which jeopardizes employee health or safety.
3. "**Days**" shall mean employee work days. After the last day of school and before commencement of the new term, days shall mean calendar days.

Section B. Time Limits

If the grievant fails to file or appeal according to the time-lines set out herein, the grievance may not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a time-line, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed but may be extended by mutual concurrence of the parties.

Section C. Rights to Representation

1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.
2. In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.
3. No grievance may be processed with a grievant having representation other than him/her self or the Association.

Section D. Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

Section E. Procedure

Grievances shall be processed in the following manner:

STEP 1. Supervisor: The Parties encourage employees and their supervisors to attempt to resolve problems through free and informal communications prior to filing formal grievances.

Within thirty days of the occurrence, or of the grievant's knowledge of the occurrence, the formal grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference between him/her self, the grievant and the Association Representative to take place within five days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five days after the meeting. Such answer shall include all reasons upon which the decision was based.

STEP 2. Superintendent: If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the time line, the grievance may be appealed to the Superintendent. The Superintendent shall arrange for a hearing with him/her self, the grievant, the first level supervisor and the Association Representative, to take place within five days of his/her receipt of the appeal. The grievant and the Association shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five days to provide his/her written decision, together with the reasons for the decision to the grievant and the Association.

STEP 3. Binding Arbitration: If the Association is not satisfied with the decision at Step 2, or if no disposition has been made within the time-line, the Association may submit a Demand for Arbitration to the American Arbitration Association (AAA), along with a copy to the Superintendent. The arbitration shall be controlled by the Voluntary Arbitration Rules of AAA, provided that the Parties shall strike names from the panel selected by AAA within ten days of receipt of such panel. Neither the District nor the Association shall be permitted to assert in such arbitration any ground not previously disclosed to the other part.

The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. If the arbitrator finds that the District's action has been taken to accrue unjust enrichment, the arbitrator may require the District to compensate for any damages inflicted or to turn over any monies acquired as a result of such unjust enrichment. Both parties agree to be bound by the award of the arbitrator.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Parties; all other costs will be borne by the party incurring them, except that where the arbitrator finds that the position of one party is an intentional breach of contract, the arbitrator may require that party to pay all expenses.

Section F. Miscellaneous Conditions

1. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
2. **No Reprisals:** a No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.
3. **Cooperation of the Parties:** The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

For the purpose of assisting an employee or the Association in the prosecution or defense of any

contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the District which pertain to the affected employee or any issue in the proceeding in question.

4. **Released Time:** Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits.

5. **Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6. **Form:** The form for filing grievances is attached to and made a part of this Agreement as Appendix B.

7. **Association Grievances:** If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

ARTICLE VII. DURATION

Section A. Effective Dates

This Agreement shall be in effect **September 1, 2018, through August 31, 2021.**

Section B. Openers

Modifications of this Agreement, matters of common concern, wages, hours, terms and conditions of employment may be subject to negotiation during the term of this Agreement only upon request and by mutual agreement of the parties, except as otherwise provided herein, provided that upon written notice from either Party, the Agreement shall be renegotiated for its second and third years as follows: automatically open shall be salaries, insurance, and extracurricular stipends; in addition, each party may open one (1) additional contract item. Unless mutually agreed upon, salary and job description language may not be one (1) of the openers during the duration of this agreement.

Upon written notice given by the Association to the District not later than April 1, the Parties agree to exchange proposals and commence negotiations on a successor Agreement no later than **May 1, 2021**, provided that, in the event the State Legislature passes law that creates a new program(s) that is not currently covered in this contract and if such program is also subject to local bargaining, negotiations shall be opened on such matters.

EXECUTED THIS _____ day of _____, **2018**, at Omak, Okanogan County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Board Chairman

Association President

Superintendent

Chief Negotiator

APPENDIX A. EMPLOYEE SALARY SCHEDULE

| 2018-19 SCHOOL YEAR | | |
|--|----------------|--------------------|
| Base Rate | \$18.00 | |
| Years of Experience | Factor | Hourly Rate |
| 0 | 1.12 | \$20.16 |
| 1 | 1.13 | \$20.34 |
| 2,3 | 1.14 | \$20.52 |
| 4,5 | 1.15 | \$20.70 |
| 6,7 | 1.16 | \$20.88 |
| 8,9 | 1.17 | \$21.06 |
| 10,11 | 1.18 | \$21.24 |
| 12,13 | 1.19 | \$21.42 |
| 14,15 | 1.20 | \$21.60 |
| 16,17 | 1.21 | \$21.78 |
| 18,19 | 1.22 | \$21.96 |
| 20,21 | 1.23 | \$22.14 |
| 22,23 | 1.24 | \$22.32 |
| 24,25 | 1.25 | \$22.50 |
| 26,27 | 1.26 | \$22.68 |
| 28,29 | 1.27 | \$22.86 |
| 30+ | 1.28 | \$23.04 |
| <p>The hourly rate is the applicable factor multiplied by the agreed upon base rate of \$18.00.</p> | | |

APPENDIX A. EMPLOYEE SALARY SCHEDULE

| 2019-20 SCHOOL YEAR | | |
|--|----------------|--------------------|
| Base Rate | \$18.75 | |
| Years of Experience | Factor | Hourly Rate |
| 0 | 1.12 | \$21.00 |
| 1 | 1.13 | \$21.19 |
| 2,3 | 1.14 | \$21.38 |
| 4,5 | 1.15 | \$21.56 |
| 6,7 | 1.16 | \$21.75 |
| 8,9 | 1.17 | \$21.94 |
| 10,11 | 1.18 | \$22.13 |
| 12,13 | 1.19 | \$22.31 |
| 14,15 | 1.20 | \$22.50 |
| 16,17 | 1.21 | \$22.69 |
| 18,19 | 1.22 | \$22.88 |
| 20,21 | 1.23 | \$23.06 |
| 22,23 | 1.24 | \$23.25 |
| 24,25 | 1.25 | \$23.44 |
| 26,27 | 1.26 | \$23.63 |
| 28,29 | 1.27 | \$23.81 |
| 30+ | 1.28 | \$24.00 |
| <p>The hourly rate is the applicable factor multiplied by the agreed upon base rate of \$18.75.</p> | | |

APPENDIX A. EMPLOYEE SALARY SCHEDULE

| 2020-21 SCHOOL YEAR | | |
|--|----------------|--------------------|
| Base Rate | \$19.50 | |
| Years of Experience | Factor | Hourly Rate |
| 0 | 1.12 | \$21.84 |
| 1 | 1.13 | \$22.04 |
| 2,3 | 1.14 | \$22.23 |
| 4,5 | 1.15 | \$22.43 |
| 6,7 | 1.16 | \$22.62 |
| 8,9 | 1.17 | \$22.82 |
| 10,11 | 1.18 | \$23.01 |
| 12,13 | 1.19 | \$23.21 |
| 14,15 | 1.20 | \$23.40 |
| 16,17 | 1.21 | \$23.60 |
| 18,19 | 1.22 | \$23.79 |
| 20,21 | 1.23 | \$23.99 |
| 22,23 | 1.24 | \$24.18 |
| 24,25 | 1.25 | \$24.38 |
| 26,27 | 1.26 | \$24.57 |
| 28,29 | 1.27 | \$24.77 |
| 30+ | 1.28 | \$24.96 |
| <p>The hourly rate is the applicable factor multiplied by the agreed upon base rate of \$19.50.</p> | | |

APPENDIX A-1 POSITIONS

| POSITION | DAYS | HOURS |
|--|-------------|--------------|
| High School Secretary | 210 days | 8 hrs. |
| High School Secretary (Bookkeeper) | 200 days | 8 hrs. |
| High School Counselor/JOM Advisor Secretary | 210 days | 8 hrs. |
| High School Attendance Secretary | 195 days | 8 hrs. |
| Career & Technical Ed/Athletic Director Secretary | 205 days | 8 hrs. |
| High School Library/Media Secretary-Technician | 190 days | 8 hrs. |
| Highlands ALE Secondary/HS Records Secretary | 190 days | 8 hrs. |
| Middle School Secretary | 210 days | 8 hrs. |
| Middle School Counselor Secretary | 190 days | 8 hrs. |
| Middle School Library/Media Secretary-Technician | 190 days | 8 hrs. |
| Middle School Attendance Secretary | 195 days | 8 hrs. |
| Transportation Secretary | 190 days | 7 hrs. |
| North Elementary Secretary | 205 days | 8 hrs. |
| North Elementary Counselor/Attendance Secretary | 195 days | 8 hrs. |
| East Elementary Secretary | 205 days | 8 hrs. |
| East Elementary Counselor/Attendance Secretary | 195 days | 8 hrs. |
| North Preschool Secretary | 182 days | 1 hrs. |
| Early Childhood Education Assistance Program (ECEAP) Secretary | 182 days | 5 hrs. |
| Maintenance Secretary | 250 days | 8 hrs. |

**The days and hours allotted for the ECEAP Secretary shall be renegotiated if the ECEAP program is no longer a part of the Early Childhood Development Program at North Elementary School. The hours for this position are not to exceed budget guidelines of ECEAP program.

APPENDIX B. FORMAL GRIEVANCE FORM

NAME OF GRIEVANT: _____

ASSIGNMENT _____ **BUILDING** _____

DATE _____

PERSON TO WHOM GRIEVANCE IS SUBMITTED _____

**SPECIFIC CONTRACT ARTICLE, BOARD POLICY, CODE, RULE, REGULATION,
PRACTICE, OR HEALTH OR SAFETY CONDITION VIOLATED:** _____

BRIEF DESCRIPTION OF GRIEVANCE: _____

DATE VIOLATION OCCURRED: _____

DATE GRIEVANT BECAME AWARE OF VIOLATION: _____

REMEDY SOUGHT: _____

SIGNATURE OF GRIEVANT: _____

DATE: _____

Send the original signed grievance to the person with whom the grievance is filed. Send one copy each to the Superintendent and Association President. Keep one copy.

APPENDIX C. PROFESSIONAL GROWTH PLAN AND EVALUATION FORM

I. PROFESSIONAL GOAL(S): _____

II. MATERIALS, CLASSES, COURSES OR WORKSHOPS (IF APPLICABLE): _____

III. DESIRED OUTCOME(S): _____

Date of initial meeting _____

Supervisor _____ **Employee** _____

IV. FINAL ASSESSMENT OF OUTCOMES: _____

Supervisor's Comments:

Employee's Comments: _____

V. SUPERVISOR'S FINAL EVALUATION OF EMPLOYEE:

Check the appropriate box below.

- Satisfactory (Meets District criteria.)
- Satisfactory (Meets District criteria, but needs improvement.)

Date _____

Supervisor _____ **Employee** _____

APPENDIX D. EMPLOYEE EVALUATION REPORT

Employee's Name: _____ School Year: _____
Assignment: _____
Evaluator: _____

Quality of work: _____

Knowledge of job/technical ability: _____

Personal qualities/human relations: _____

Work habits: _____

Strengths: _____

Weaknesses: _____

Specific plan of assistance to improve employee's performance: _____

Check appropriate box below:

- Satisfactory (Meets District criteria.)
- Satisfactory (Meets District criteria, but needs improvement.)
- Unsatisfactory (Does not meet District criteria.)

Evaluators' signature: _____ Date _____

Employees' signature: _____ Date _____

Note: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.

Original to: Personnel File
Copy to: Employee

APPENDIX E. POSTING REQUEST FORM

PLEASE CONSIDER THIS MY OFFICIAL REQUEST TO BE NOTIFIED OF POSTINGS.

I WISH TO BE NOTIFIED OF:

/__/ ALL POSTINGS

/__/ ELEMENTARY OPENINGS

/__/ SCHOOL OPENINGS

/__/ HIGH SCHOOL OPENINGS

/__/ ALTERNATIVE HIGH SCHOOL OPENINGS

/__/ SPECIAL EDUCATION

/__/ OTHER

(Specify)_____

*******NOTICE TO EMPLOYEES: THIS REQUEST WILL
REMAIN VALID AND IN EFFECT UNTIL THE NEXT MARCH 15TH.**

EMPLOYEE'S SIGNATURE:_____

DATE: _____

APPENDIX F. NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION OR BEING PLACED ON PROBATION

You are being presented with this notice and option pursuant to the Agreement between the Omak School District and the Omak Secretaries' Education Association. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first option below, the District will notify the Omak Secretaries' Association that this disciplinary action or probation notice has been given to you.

 / / I **do** wish to have the Association notified that I have received this notice.

 / / I **do not** wish to have the Association notified. I understand that the Association will receive no notice from the District of this action. Unless I contact them directly, they will not be informed of this action.

My signature indicates that I have received, read and understand this notice.

Date

Signature of Administrator

Date

Signature of Employee