

## **2018-2021 Omak School District Administrative Support Staff Agreement**

This Agreement is made and entered into between the Omak School District #19 and the Omak School District Administrative Support Staff (OASA).

The Omak School District Administrative Support Staff shall consist of the following compensated positions: Fiscal Administrator, Human Resources Director, Maintenance and Facilities Director, Transportation Supervisor/Mechanic, Custodial Supervisor, Accounting Officer, Fiscal Assistant, Human Resources Coordinator, Executive Secretary, Payroll Officer, HR/Payroll Assistant – WAVA, Grant Writer/Programs Director, Special Services Secretary, Special Services Secretary II, Communications Officer, Student Records Coordinator, and Migrant/Bilingual Program Director.

### **I. Salaries -**

- A.** Salaries compensated by position are listed on Appendix A, Non-Represented Salary Schedule, which is attached.
- B.** Longevity Pay – At the completion of the tenth (10<sup>th</sup>) year of a support staff person'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. Likewise, at the completion of twenty (20) years, two (2) weeks salary will be awarded. For those employees covered by this agreement that are part-time, the compensation will be pro-rated.
- C.** Additional Pay – Each person under this agreement shall receive the equivalent of one day of pay at his or her per diem rate.
- D.** Salary Survey – the District shall requisition an outside consultant to conduct a salary survey of each position covered by this agreement every three (3) years hereafter. *(next survey shall be conducted 2020-2021)*

### **II. Leaves**

#### **A. Injury, Illness, and Emergency Leave**

At the beginning of each school year, each full time employee shall be credited twelve (12) days of Illness, Injury, and Disability Leave, which shall be referred to hereafter as "sick leave". Employees who are less than full time shall receive a prorated portion of such leave. Employees who work more than ten (10) months will be credited with an additional day of sick leave for each month above 10 months. Those employees working days in July and August will be credited an additional day once a total of fifteen (15) days are worked. 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.

The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability.

The District shall grant sick leave for pregnancy, childbirth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability.

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 of his/her family, grandparents, grandchildren, step family, 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.

The District shall grant sick leave to employees for their immediate families for dental and medical appointments.

**B. Maternity Leave**

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. Leave Without Pay**

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.

**D. Sick Leave Cashout**

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 February 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.

At the time of separation from District employment due to retirement (as recognized by the Washington State Public Employee 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 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.

**E. Personal Leaves**

The District shall grant employees six (6) days of personal leave with pay 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 shall be non-accumulative.

For those employees covered by this agreement that are part-time, the personal leave days will be pro-rated.

Unused Personal Leave Buy Back shall be allowed at time of retirement.

**F. Family / Emergency Leaves**

Family / Emergency leave of five (5) days per fiscal year shall be granted with pay to an employee in cases of leave involving illness, injury, and bereavement in the immediate family of the employee or emergency to home/real property. Immediate family is to be defined as: 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, foster family. Such leave shall be non-accumulative but shall be renewed each year.

Exhaustion – Additional leave needed for family emergency leave beyond the five (5) days provided above may be allowed from that provided in Section A Injury, Illness, and Emergency Leave (Sick Leave)

**G. Bereavement**

For reason of death in the immediate family, each employee shall be granted ten (10) days maximum leave for each death during which no deductions shall be made.

Immediate family is to be defined as: 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, foster family.

**H. Additional Family Illness**

Additional family illness beyond the five (5) days provided above shall be taken from the employee's accrued sick leave.

**I. 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 on school related matters.
3. Other Court Leave: Other court absences pertaining to school district affairs shall be granted from Emergency Leave.

Any payments to an employee for jury duty, excluding mileage payments, or other actual expenses, shall be remitted to the District.

#### **J. Long Term Leave of Absence**

The District may grant any employee an unpaid long term leave of absence for up to one year for child rearing, 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. 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.

#### **K. 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.

#### **L. Leave Sharing**

**Purpose:** A staff member who has an accrued annual leave balance of more than ten (10) days may request that the superintendent transfer a specific number of days to another staff member authorized to receive shared leave. The staff member may not request leave to be transferred that would result in an accrued annual leave balance of fewer than ten (10) days.

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

1. 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.
2. The employee must have depleted, or be on the verge of depleting, available annual sick leave balances.

3. The employee must be ineligible for worker's compensation benefits.
4. The employee may not receive a total of more than 261 days of donated sick leave.

### **III. Holidays and Vacations**

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

- A. New Year's Day
- B. Day before New Year's Day
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Veterans' Day
- H. Thanksgiving Day
- I. Day after Thanksgiving Day
- J. Day before Christmas Day
- K. Christmas Day
- L. Day after Christmas Day (Boxing Day)
- M. Martin Luther King's Birthday

Upon the completion of the first year of service with the District, each eight (8) hour, twelve (12) month employee shall be granted ten (10) days paid vacation per year. Upon completion of the fifth (5<sup>th</sup>) year of service, each eight (8) hour, twelve (12) month employee shall be granted one (1) additional day paid vacation for each year to a maximum of thirty (30) days paid vacation per year.

An employee may, at their option, accept compensation in lieu of unused accrued vacation at the appropriate rate.

District will allow a maximum of eighty (80) hours of vacation leave be carried over

Employees who are less than full time shall receive a prorated portion of vacation.

The District shall allow any employee covered under this agreement to cash out all vacation days remaining at the time of the employee's retirement or resignation from the District at per diem value. Those employees who are PERS Plan I members will be allowed to cash out a maximum of 30 days (240 hours) as per DRS rules.

#### **IV. Insurance**

The District will pay the premium for a \$50,000 Term Life Insurance Policy for each full-time employee covered under this agreement.

The District will provide the maximum state allocation for medical benefits. No funds shall be deducted from the employee state allocation for the purpose of funding the HCA remittance. The District will extend an additional benefit equivalent to the PSE pooled rate. Employees who are less than 1440 hours will receive a prorata share, based on their percentage of FTE, of the maximum contribution.

#### **V. Staff Development**

The District shall fund training courses, workshops and/or in-service training, which have received administrative approval, for employees covered by this agreement. This funding would include, but not be exclusive to, fees, travel, and certificates required for completion of pertinent training and also cover professional certification expense.

#### **VI. WAVA Impact Stipend**

The District shall compensate individual positions for added responsibilities and workload as a result of the WAVA program. Impacted positions shall be determined as follows:

- Positions that have been directly affected by a significant increase in duties, workload and supervisory roles due to the addition of WAVA employees and/or students. (*Fiscal Administrator, Human Resources Dir, Payroll Officer, )*
- Positions already funded by the WAVA program do not qualify as being impacted.

#### **Stipend Amount**

Individual stipend amounts will be based on Appendix A, Non-Represented Salary Schedule. The stipend amount will be equivalent to one tenth of pay based on the employee's position and years of service on the Salary Schedule. These stipends will be paid in twelve (12) equal amounts beginning with the September payroll.

If WAVA funding or the WAVA program is reduced or eliminated in the future, this section will require immediate reductions accordingly and immediate negotiations.

**Effective Dates**

This Agreement shall be retroactively effective September 1, 2018 through August 31, 2021. The exception is Appendix A which will be effective September 1, 2021.

**EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018, at Omak, Okanogan County, Washington.**

**day of \_\_\_\_\_, 2018, at Omak,**

**FOR THE DISTRICT:**

**FOR THE ADMINISTRATIVE SUPPORT STAFF:**

\_\_\_\_\_  
**Chairman, Board of Directors**

\_\_\_\_\_  
**Representative**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Representative**