

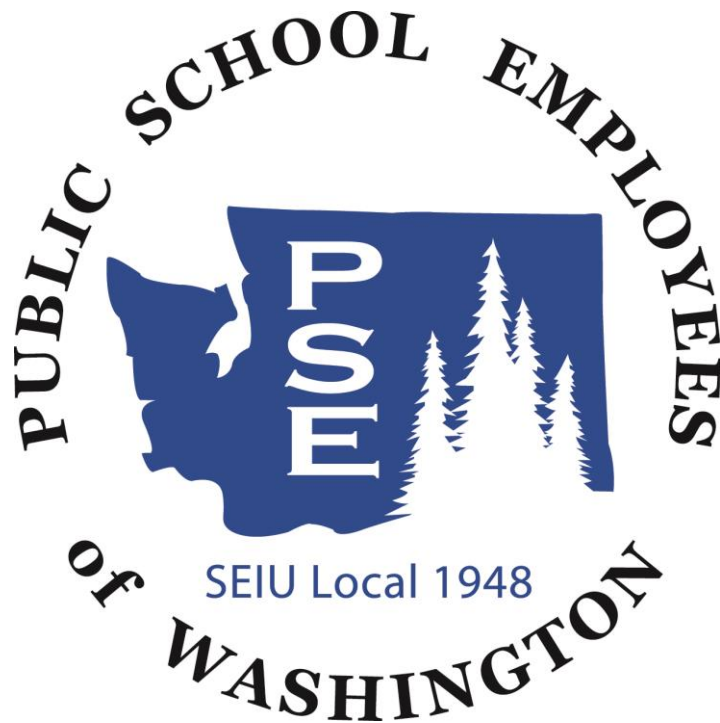
COLLECTIVE BARGAINING AGREEMENT BETWEEN

OMAK SCHOOL DISTRICT #19

AND

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
OMAK CHAPTER**

SEPTEMBER 1, 2018 - AUGUST 31, 2021



Public School Employees of Washington/SEIU Local 1948

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PREAMBLE

This Agreement is made and entered into between the Omak School District Number 19 (hereinafter “District”) and Public School Employees of Omak, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any persons whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

Section 1.3.

A labor management committee shall be formed to assist in the updating of bargaining unit job descriptions and that limited release time be permitted with the approval of the supervisor. These updated job descriptions will be on file with the District and copies forwarded to the chapter secretary. Job descriptions will no longer be attached to this Agreement. Modification of existing positions, or the creation of new positions, shall require reopening this Agreement for negotiation of an appropriate wage.

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Para-Educators, JOM/Title VII Para-Educators, Transportation, Food Service, Custodial, Maintenance/Grounds keeping.

The following positions shall not be considered as part of the unit: Secretary to the Superintendent (1), Fiscal Administrator (1), Human Resource Officer (1), Payroll Officer (1), Accounts Payable Officer (1), Grant Program Directors (2), Special Ed. Director (1), and Supervisor(s) of Facilities (1), Transportation (1), Custodial (1), and Food Service (1).

- 1 B. An employee with a first positive BAC of greater than .04 or greater than zero (0) for
2 controlled substance shall be suspended without pay until successful completion of
3 rehabilitation and an acceptable follow-up test result.
- 4 C. An employee with a positive BAC or controlled substance test will be provided the
5 opportunity to participate in a mutually agreed upon educational assistance program for
6 which the employee will bear any cost associated with the program. The District will allow
7 the employee to use sick leave for participation in the program if it must be arranged during
8 the workday.
- 9 D. An employee with a second offense will be subject to discipline up to and including
10 discharge.
- 11 E. Any employee requested to come in early or stay late for mandatory drug/alcohol testing
12 shall be paid a minimum of fifteen (15) minutes at their regular rate of pay, unless it puts
13 the employee in overtime status, for which they shall be paid overtime. For bus drivers, if
14 the mandatory drug/alcohol testing is contiguous with either their a.m., mid-day or p.m.
15 route they shall be paid their regular rate of pay. For all employees, time paid shall include
16 wait time.
- 17
18
19

20 ARTICLE III

21 RIGHTS OF THE EMPLOYEES

22 **Section 3.1.**

23 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
24 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
25 The freedom of such employees to assist the Association shall be recognized as extending to
26 participation in the management of the Association, including presentation of the views of the
27 Association to the Board of Directors of the District or any other governmental body, group, or
28 individual. The District shall take whatever action required or refrain from such action in order to
29 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
30 District to encourage or discourage membership in any employee organization.

31
32
33

34 **Section 3.2.**

35 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
36 Association representatives and/or appropriate officials of the District.

37

38 **Section 3.3.**

39 Employees subject to this Agreement have the right to have Association representatives or other
40 persons present at discussions between themselves and supervisors or other representatives of the
41 District.

42

43 **Section 3.4.**

44 Neither the District nor the Association shall discriminate against any employee subject to this
45 Agreement on the basis of race, creed, color, sex, religion, age or marital status, sexual orientation, or
46 because of the presence of any sensory, mental or a physical disability with respect to a position, the
47 duties of which may be performed efficiently by an individual without danger to the health or safety of
48 the disabled person or others.

1 **Section 3.5.**

2 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
3 exclusive of compensation for services rendered, to appropriate officials of the Association.

4
5 **Section 3.6. Personnel Files.**

6 There shall be only one (1) personnel file for each employee, to be kept in the District Administration
7 Office. Each employee shall have the right to review the contents of his/her personnel file.

8
9 During the review, an official or representative of the Association may be present, and the employee
10 may initial and photocopy any material in the file, at District expense. Information in any other
11 existing file(s) will be purged and destroyed.

12
13 Each employee shall be provided a copy of all material placed in his/her personnel file within ten (10)
14 days of its insertion. Date of receipt by the District shall be considered date of insertion. Three (3)
15 years after its placement in the file an employee may request the removal of derogatory material in
16 their file. An employee may attach comments to any material that is a part of the personnel file.
17 Derogatory material not brought to the attention of the employee or not placed into the official
18 personnel file may not be used for any purpose adverse to the employee. All material placed in an
19 employee’s file shall be dated and signed.

20
21 The District shall maintain a separate folder in the personnel file for medical information file for each
22 classified employee of the District. Such file will contain such sensitive information as immunization
23 history, health related cards, medical leave, leave sharing information and information on medical
24 history and/or medical releases, etc. This medical information file is intended to ensure confidentiality
25 of sensitive information regarding the employee.

26
27 **Section 3.7. Evaluations.**

28 The District shall provide each classified employee with an annual written evaluation. All evaluations
29 shall use the forms included as Schedule B of this Agreement. The employee evaluation shall be
30 completed at least ten (10) days prior to the conclusion of the employee’s contracted work year. As
31 part of the annual evaluation, a conference between the supervisor and the employee shall be held. A
32 copy of the evaluation must be given to the employee at the conference or within ten (10) workdays of
33 the evaluation conference. The District shall make every effort to alert employees of performance
34 concerns prior to the annual evaluation. An overall performance that is rated as “Does not meet
35 expectations” and therefore requiring improvement must be followed with a conference between the
36 employee and supervisor and a written plan of improvement will be implemented, with necessary
37 follow-up. In the absence of employee agreement, the District has the right to establish and implement
38 the plan.

39
40 **Section 3.8. Right to Attend Association Meetings.**

41 Employees working during the time that an Association membership meeting is being held outside
42 regular instructional time, shall be allowed to attend up to four (4) membership meetings per year, for a
43 maximum of ninety (90) minutes per meeting without loss of pay.

44
45 **Section 3.9. Rehire Notification.**

46 The District shall notify employees of its intent to rehire them for the next school year, not later than
47 May 15 of the current school year. In the event the District’s intent is to rehire an employee, such
48 notification shall include the following information: job title, salary, hours to be worked and work site

1 to which the employee is to be assigned. All provisions of the rehire notification shall be consistent
2 with terms and conditions of this Agreement and shall be altered only for justifiable cause pursuant to
3 Section 11.1.

4
5 **Section 3.10. Orientation.**

6 Employees will normally not be required to attend orientation but will receive regular pay when
7 directed to attend by the employee's supervisor.
8

9
10 **ARTICLE IV**

11
12 **RIGHTS OF THE ASSOCIATION**

13
14 **Section 4.1.**

15 The Association has the right and responsibility to represent the interests of all employees in the unit; to
16 present its views to the District on matters of concern, either orally or in writing; and to enter collective
17 bargaining with the object of reaching an agreement applicable to all employees within the bargaining
18 unit.
19

20 **Section 4.2. New Hire Orientation.**

21 As part of the general orientation of each new employee within the unit subject to this Agreement, the
22 Association shall be allowed to attend to meet with new hires and provide such employee with a copy of
23 this Agreement and the Dues Authorization form. If there is no orientation or as new employees are
24 hired, the District shall notify the Association President per Section 13.5. of all new hires within ten (10)
25 days of hire so that the Association can provide such employees with a copy of this Agreement and the
26 Dues Authorization form. The time meeting with new employees shall be for no more than thirty (30)
27 minutes and is allowed during employee work time.
28

29 **Section 4.3.**

30 The Association is entitled to have an observer at hearings conducted by any District official or body
31 arising out of grievance and to make known the Association's views concerning the case.
32

33 **Section 4.4.**

34 On or before the first day of October of each year during the term of this Agreement, the District shall
35 provide Public School Employees of Washington with the name, position, hire date, and rate of pay of
36 each employee. In October and March of each year, the District shall provide the PSE of Washington
37 with the employee's name, position, building location, address and zip code. The District will provide
38 the Association President a list of employees by seniority and classification upon request.
39

40 **Section 4.4.1.**

41 At the time of hire, the name, position, hire date and rate of pay will be provided to the
42 Association President with respect to each newly hired employee. For each new hire through
43 the school year, the above information shall be provided to the Association President within ten
44 (10) days of hire.
45

46 **Section 4.5.**

47 The Association reserves and retains the right to delegate any right or duty contained herein to
48 appropriate officials of the Public School Employees of Washington State Organization.

1 **Section 4.6.**

2 Representatives of the Association, upon making their presence known to the District, may have access
3 to the District premises during business hours, provided, that no conferences or meetings between
4 employees and Association representatives will in any way hamper or obstruct the normal flow of
5 work.

6
7 **Section 4.7. School Calendar.**

8 PSE official(s) will be included in the process of gathering input for the development of the school
9 calendar.

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13 **ARTICLE V**

14
15 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

16
17 **Section 5.1.**

18 It is agreed and understood that matters appropriate for consultation and negotiation between the
19 District and the Association are matters affecting hours, wages, grievance procedures and general
20 working conditions of employees in the bargaining unit subject to this Agreement.

21
22 **Section 5.2.**

23 It is further agreed and understood that the District will consult with the Association, and meet with the
24 Association upon its request, in the formulation of any changes being considered in existing benefits,
25 policies, practices and procedures relating to classified employees.

26
27 **Section 5.3.**

28 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
29 the other party to advise, discuss or consult regarding matters concerning working conditions not
30 covered by this Agreement.

31
32 **Section 5.4.**

33 The Association will, from time to time, as appropriate, be advised of current and predicted workload
34 information.

35
36
37
38 **ARTICLE VI**

39
40 **ASSOCIATION REPRESENTATION**

41
42 **Section 6.1.**

43 The Association will designate a Conference Committee of three (3) members who will meet with the
44 Superintendent of the District and the Superintendent's representatives on a mutually agreeable basis
45 to discuss appropriate matters.

46
47 **Section 6.2.**

48 When formal meetings are held between representatives of the Association and representatives of the

1 District pursuant to Section 6.1., formal minutes shall be prepared. The District will arrange for the
2 preparation of such minutes and a draft will be made available to the representatives of the Association
3 for review prior to final preparation. The Association will be furnished copies of the completed
4 minutes.

5
6 **Section 6.3.**

7 Time during working hours will be allowed to Association representatives for attendance at meetings
8 with the District.

9
10 **Section 6.4. Association Leave.**

11 The Association President or designee shall be allowed without a loss of pay to a maximum of twelve
12 (12) workdays per year for the purpose of conducting Association business or to attend regional or
13 State PSE events. The Association President shall provide the Superintendent and the employee's
14 supervisor at least five (5) workdays notice of each Association Leave.

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19 **ARTICLE VII**

20
21 **HOURS OF WORK AND OVERTIME**

22
23 **Section 7.1.**

24 Each employee shall be assigned to a definite and regular shift and workweek with a designated time
25 of beginning and ending which shall not be changed without prior notice to the employee of at least
26 five (5) workdays; provided, however, if in the opinion of the District an emergency situation arises,
27 necessary changes may be implemented until the emergency condition is relieved.

28
29 **Section 7.1.1.**

30 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by
31 two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may
32 assign an employee to a workweek of any five (5) consecutive days which are followed by two
33 (2) consecutive days of rest.

34
35 **Section 7.1.2. Special Summer Shift.**

36 During summer or other periods when school is not in session, year-round employees may be
37 allowed to work a shift of four 10-hour days. The day will consist of at least ten and one-half
38 (10½) hours with a minimum of an uninterrupted one-half (½) hour lunch as near the middle of
39 the shift as possible, in addition to two (2) fifteen (15) minute paid rest periods as near to the
40 middle of each half shift as possible. During a four (4) day, ten (10) hour workweek an
41 employee shall be paid at the overtime rate for hours worked over ten (10) per day, forty (40)
42 per week. Such shift shall be mutually agreed to by the employee and the supervisor.

43
44 **Section 7.2.**

45 The normal shift shall consist of eight (8) hours, excluding a minimum thirty (30) minute uninterrupted
46 lunch period, which may be extended to one (1) hour, by mutual agreement with the supervisor, as near
47 the middle of the shift as is practicable upon approval of the supervisor. Employees working five (5)
48 hours or more shall also have a thirty (30) minute uninterrupted lunch period.

1 **Section 7.2.1. Rest Periods.**

2 Employees shall be given a fifteen (15) minute rest period for each half-work shift, as close to
3 the middle as possible, if the shift is longer than four (4) hours. Employees will be entitled to
4 one (1) rest period of fifteen (15) minutes, taken as close to the middle as possible, for any shift
5 less than or equal to four (4) hours. This rest period is to be established by the supervisor.
6

7 **Section 7.3.**

8 Employees required to work through their regular lunch periods will be given time to eat at a time
9 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a
10 lunch period and the employee works the entire shift, including the lunch period, the lunch period shall
11 be compensated for at overtime rates.
12

13 **Section 7.4. Working in a Different Classification.**

14 Due to employer need, any employee that is temporarily assigned to a higher paying position (in or out
15 of classification) or assigned to perform the duties of a higher paying position (in or out of
16 classification) shall receive the higher rate of pay at the temporarily assigned employee's current step.
17 Any employee who is temporarily assigned to duties of a lower paying position (in or out of
18 classification) will not suffer a loss in wages or hours for the duration of the assignment.
19

20 **Section 7.5.**

21 All drivers hired for school bus transportation positions shall be approved as per State directive and
22 shall under no conditions be allowed to driver prior to approval of their credentials by the Office of the
23 Superintendent of Public Instruction.
24

25 **Section 7.5.1.**

26 When more than twelve (12) students are being transported on sports or activities trips, they
27 shall be transported by a bus driver; except that the District will have the option of using an
28 alternative method of transportation when an overnight trip is involved, or an athletic team is
29 competing in state playoff games. Alternative methods of transportation will not include bus
30 charter unless mutually agreed. For purposes of determining the number of students, all teams
31 of the same sport going to the same location are considered one group; e.g., varsity, junior
32 varsity and "C" football teams.
33

34 In addition, a request may be submitted for waiver of the twelve (12) student rule and may be
35 granted if special conditions are met. Special conditions include such things as unforeseen
36 activities with no budget capacity, no appropriate vehicle or driver available, or other mutually
37 acceptable condition(s). The District Transportation Coordinator and Driver Representative will
38 review all requests and approve or disapprove. In the event the District Transportation
39 Coordinator and Driver Representative do not agree, the waiver request will be denied. The
40 District will not encourage waivers, but at the request of the District Transportation Supervisor
41 to the PSE Driver Representative, will be given the latitude of up to six (6) exceptions to the
42 twelve (12) student rule per school year.
43

44 Drivers shall be compensated portal-to-portal at their regular rate of pay for all time worked or
45 at an event. Drivers will be paid a minimum of five (5) hours on layover days on overnight
46 trips, but a minimum of six (6) hours on Sunday. Reasonable food and lodging will be
47 reimbursed per board policy unless food and lodging have been pre-arranged by the
48 administrator with the driver's knowledge.

1 **Section 7.6. Definition of Daily Routes, Special Routes and Extra Trips.**

2 Daily routes are the normal morning transporting to school and the afternoon taking home of students.
3 Special routes are those scheduled on a regular basis, including, but not limited to; kindergarten routes,
4 transporting band students between schools and taking nursing students to medical facilities. Extra
5 trips are all other trips, including, but not limited to, transporting athletic teams.

6
7 **Section 7.6.1.**

8 All drivers taking their buses home will receive an extra one-half (½) hour per day beyond
9 actual run time in recognition of added duties and expense. Daily routes will be assigned a
10 minimum of one and one-half (1½) hours per run for pre-trip, post-trip, fueling, cleanup and
11 warm-up. Midday runs will also receive a minimum of one and one-half (1½) hours per run.
12 Bus Aides shall receive a minimum of one (1) hour and fifteen (15) minutes per run.

13
14 **Section 7.6.2.**

15 Deadheading routes shall be established by the District. On bus routes that are deadheaded, the
16 District will pay current Washington State mileage rate to the driver from the drivers home or
17 the bus garage whichever is closer to the location of the bus. The compensation will be for the
18 driving to the bus and for the return.

19
20 **Section 7.7. Posting of Extra Trips.**

21 Each extra trip shall be posted for driver consideration as soon as they are received by the Supervisor
22 of Transportation. Postings shall include the following information: Date of trip, time of departure,
23 estimated time of return, destination and type of activity.

24
25 **Section 7.7.1.**

26 The transportation supervisor shall establish a rotating roster for extra trips, with drivers ranked
27 by seniority. The roster shall be available for regular drivers to sign up during the first two (2)
28 weeks of each school year. If a driver is on probationary status at that time, the driver may sign
29 up but shall not be assigned an extra trip until the probation period ends. If the number of
30 drivers on the roster falls below five, all other regular drivers will have the opportunity to add
31 their names to the list. In addition, if a regular driver's hours are reduced by reassignment,
32 elimination of a special route or by other District action, that driver will have the right to have
33 his/her name added to the roster. Names added to the roster shall go to the end of the list,
34 ranking by seniority if more than one driver is added at the same time. If no driver on the roster
35 is available for an extra trip, other regular drivers shall be asked in order of seniority if they are
36 available. The supervisor shall not drive extra trips unless no other regular driver is available.
37 Drivers taking extra trips may exchange their regular routes with another driver. Extra trips
38 shall be compensated as per Schedule A of this Agreement.

39
40 **Section 7.7.1.1.**

41 Extra trips within the boundaries of the Omak and Okanogan School Districts shall be
42 excluded from the extra trip list and instead placed on a "short trip list." Regular drivers
43 may sign up for this list and will be listed by seniority. Trips will be assigned on a
44 rotating basis. The bus supervisor will post and maintain a record of trips assigned. The
45 bus supervisor may record drivers as declining a trip when the supervisor knows the
46 driver is not available to drive at the required time. A minimum of one (1) hour will be
47 allowed for short trips. A driver who reports to work for such a trip that has been
48 canceled will be paid one (1) hour, provided the driver has arranged to be notified of

1 cancellations. In the event of a cancellation, the driver shall receive the next trip to be
2 posted which has not been assigned, and the driver will maintain the driver's normal
3 position on the trip roster.
4

5 **Section 7.7.2.**

6 In the event an extra trip is canceled, the District shall notify the designated driver of such
7 cancellation as soon as possible. In the event of a cancellation, the driver shall receive the next
8 trip to be posted which has not been assigned and they shall maintain their normal position on
9 the trip roster. If the driver reports to work without notification of cancellation, the driver shall
10 receive two (2) hours pay at their regular drivers rate and shall retain the same position on the
11 trip roster; provided, however, that the driver has made arrangements or provisions for such
12 notification.
13

14 **Section 7.8.**

15 When substitute bus drivers are required for midday bus runs, the bus supervisor will obtain the
16 substitute driver from the most senior driver available. If a regular driver is not available, a substitute
17 driver shall be used.
18

19 **Section 7.9.**

20 After a daily route or special route is assigned by seniority, the driver assigned such a route shall hold
21 that route from year to year; provided that, if the hours of a daily route are reduced below the minimum
22 hours posted, the route driver shall have the right to "bump" a driver with less seniority on a daily
23 route with more time. If there is an increase in the posted time, the route will be reposted at the
24 beginning of the next school year. A driver may hold more than one special route as long as such
25 duties do not interfere with one another.
26

27 **Section 7.9.1.**

28 If a driver assigned a special route is laid off from the special route, the driver shall have
29 seniority rights under Section 10.7. to move to any other special route held by a driver with less
30 seniority. Special routes are defined in Section 7.6. The primary preschool midday route
31 (considered one route with its morning and afternoon counterparts) is exempt from this Section.
32

33 **Section 7.9.2. Filling Open Route.**

34 If a current route becomes open, the supervisor shall meet with all regular drivers and by
35 seniority, a rebid of routes shall occur. The route left after all regular drivers have chosen their
36 route, shall be posted per Section 10.9.
37

38 **Section 7.10.**

39 If the trip assignments based on rotation by seniority result in an abnormal amount of overtime, then
40 the District may assign the next regular driver whose hours will not result in an excessive overtime
41 expense. If a driver has less than forty-five (45) hours during the week, the driver may still be eligible
42 to take the next trip even if that next trip places the driver past the forty-five (45) hours.
43

44 **Section 7.11.**

45 Drivers driving for the Afters or Summer programs, shall be paid the program's regular rate of pay.
46 These driving assignments will be by seniority. (Per Section 10.14.)
47
48

1 **Section 7.12.**

2 The District agrees to pay the cost of a physical examination that is required as a condition of
3 employment for all District employees; provided that, the District may designate the physician(s)
4 giving the examination. In the event that the physician designated by the District is not acceptable to
5 the employee, the District shall pay that employee an amount equal to that charged by the District's
6 physician
7

8 **Section 7.13.**

9 Employees shall be compensated at their regular hourly rate when they are requested to attend
10 orientation meetings and/or training courses when such meetings and/or courses are required or
11 approved by the District as a necessary upgrading or maintenance of job skills (compensation shall be
12 provided for, but not limited to such items as first aid training, Safe Schools, other online training
13 programs, CPR training and computer training).
14

15 **Section 7.13.1.**

16 The District shall pay for any fees, tuitions, and other required expenses for any courses or
17 examinations covered in the preceding section. This and the preceding section shall apply to
18 employees in all classifications. Para Educators who must be tested in order to stay in
19 compliance with EASA regulations, the District will pay a one-time forty-dollar (\$40.00)
20 testing fee.
21

22 **Section 7.14. Overtime.**

23 All hours worked in excess of eight (8) hours in any one (1) workday or forty (40) hours in any one (1)
24 workweek shall be compensated at the rate of one and one-half (1½) times the employee's regular
25 hourly rate, except for bus drivers, who shall receive overtime pay only for hours in excess of forty
26 (40) per week. Once a driver reaches forty-five (45) hours per week, "exception A" applies.
27

28 **Section 7.14.1.**

29 An employee at his/her option and with supervisor's approval, may select comp time off in lieu
30 of overtime compensation. Comp time may be accrued; provided, however, that records shall
31 be maintained and there must be a reasonable expectation that the employee will be provided
32 an opportunity to expend the accrued time.
33

34 Comp time shall be accrued at the rate of one and one-half (1½) hours for each hour worked in
35 excess of eight (8) hours per day or forty (40) hours per week.
36

37 **Section 7.15. Call-Out Pay.**

38 Employees called back for special service shall receive a minimum of two (2) hours pay at the
39 appropriate rate for each duty call. A call-out is defined as any work required by the District other than
40 the normal work shift or workday noncontiguous with the normal work shift or workday and which
41 occurs after the regular shift has ended. Employees called back for special services on a weekend or
42 holiday shall receive a minimum of two (2) hours pay at time and one-half the employee's regular rate
43 of pay.
44

45 **Section 7.16. Special Programs, Substitutes and Temporaries.**

46 **Section 7.16.1. Substitutes.**

47 A substitute employee is one who fills in for another employee. Substitute employees who
48

1 work for less than twenty (20) consecutive or thirty (30) intermittent workdays in a school year
2 period are not covered by this Agreement. Substitute employees who work either twenty (20)
3 or more consecutive or thirty (30) or more intermittent workdays in a school year period are
4 included in the bargaining unit limited to the substitute rate of pay on Schedule A and
5 mandated benefits. These are the sole rights for substitute employees.
6

7 **Section 7.16.2. Limitations as to Substitute and Temporary Positions.**

8 The District shall avoid the filling of regular bargaining unit positions by the use of
9 “substitutes”. Any regularly performed job shall be posted pursuant to Section 10.7. Substitutes
10 shall only perform work in the place of bargaining unit employees who have vacated a position
11 and have reemployment rights. Example: sick leave, maternity leave. Temporary positions are
12 those positions created due to short-term, occasional staffing needs which warrant the posting
13 of said positions or the addition of hours to regular bargaining unit employees.
14

15 Restrictions regarding Temporary Positions: An open or new regular bargaining unit position
16 shall not be filled on a temporary basis more than twenty (20) workdays before opening and
17 posting pursuant to Section 10.7. This section shall not apply to temporary summer
18 employment.
19

20 Employees working on a regular basis, even though termed a temporary position, shall be
21 considered to be filling a regular bargaining unit position. Such position shall be opened and
22 posted pursuant to Section 10.7. and 10.7.1. Substitutes shall not be used to perform what
23 would normally be overtime work.
24

25 **Section 7.17.**

26 If a permanent employee fills a position posted as temporary, the vacated position shall be posted as
27 temporary. When the temporary position ends, the permanent employee must return to the position the
28 employee originally vacated. This section shall not apply to the Transportation Unit.
29

30 **ARTICLE VIII**

31 **HOLIDAYS AND VACATIONS**

32 **Section 8.1. Holidays.**

33 All less than twelve (12) month employees shall receive the following holidays off with pay when the
34 holiday falls within their work year:
35

- 36
- | | |
|-----------------------|---|
| 37 1. New Year’s Day | 38 6. Thanksgiving Day |
| 39 2. Presidents’ Day | 39 7. Day after Thanksgiving/Native American Heritage Day |
| 40 3. Memorial Day | 40 8. Day before Christmas |
| 41 4. Labor Day | 41 9. Christmas Day |
| 42 5. Veterans’ Day | 42 10. Martin Luther King’s Birthday |
- 43
44

45 In addition to those holidays listed above, all eight (8) hour, twelve (12) month employees shall receive
46 the following holidays off with pay when these days fall within their work year:
47

- 48 11. Independence Day 12. Day before New Year’s Day

1 **Section 8.1.1. Unpaid Holidays.**

2 Employees are entitled to two (2) unpaid holidays per year for a reason of faith or conscience
3 or an organized activity conducted under the auspices of a religious denomination, church, or
4 religious organization. The employee may select the days on which the employee desires to
5 take the two (2) unpaid holidays after consultation with their supervisor. If an employee
6 prefers to take the two (2) unpaid holidays on specific days for the above reasons, the employer
7 must allow the employee to do so unless the employee’s absence would impose an undue
8 hardship on the employer.

9
10 Employees will submit an “Unpaid Holiday” request to their immediate supervisor five (5)
11 workdays in advance of the requested unpaid holiday. No more than two (2) employees per
12 worksite/building may be absent for an unpaid holiday on any given day. The following
13 restrictions shall apply:

- 14
- 15 1. Shall not be used the two (2) weeks prior to school starting, the first two (2) weeks of
 - 16 school or the last two (2) weeks of school.
 - 17 2. Shall not be used to extend vacations, breaks, or holiday; or
 - 18 3. As vacation days; or
 - 19 4. To shorten the school year.
- 20

21 **Section 8.1.2.**

22 Full time employees will receive an additional Floating Holiday for every day the calendar year
23 exceeds two hundred sixty 260 days. This Floating Holiday will be taken at the discretion of
24 the employee on any day that school is not in session. This day will be scheduled with approval
25 of the immediate supervisor at least one (1) week in advance. (This is unpaid)

26

27 **Section 8.2. Worked Holidays.**

28 Employees who are required to work on the above described holidays shall receive the pay due them
29 for the holiday, plus their base rate for all hours worked on such holidays.

30

31 **Section 8.3. Vacations.**

32 Upon completion of the first year of service with the District, each eight (8) hour, twelve (12) month
33 employee shall be granted ten (10) days paid vacation per year. Upon completion of the fifth (5th) year
34 of service, each eight (8) hour, twelve (12) month employee shall be granted one (1) additional day
35 paid vacation for each year to a maximum of twenty (20) days paid vacation per year.

36

37 **Section 8.4.**

38 It is mutually agreed that vacations shall be granted at the request of the employee, upon approval of
39 the supervisor. Dates for vacation are to be given to the immediate supervisor and approved prior to
40 going on vacation. Notice will be given by the employee at least ten (10) workdays in advance of all
41 scheduled vacation leave days. Extenuating circumstances shall be approved by the Superintendent or
42 designee.

43

44 **Section 8.4.1.**

45 Employees may be denied specific dates due to District employment needs. Section 10.7. shall
46 apply.

47

1 **Section 8.5.**

2 Eligibility for use of vacation credit shall be determined as follows:

- 3
- 4 A. An employee becomes eligible to use their vacation credit after reaching their first eligibility date.
- 5 B. The eligibility date of an employee newly hired shall occur on the anniversary date of their
- 6 employment.
- 7

8 **Section 8.6.**

9 Employees may, at their option, accept compensation in lieu of unused accrued vacation at the

10 appropriate rate. Vacation days may be accumulated and carried over up to a maximum accumulation

11 of forty (40) hours, at the option of the employee. Payment for unused accrued vacation may be made

12 on the anniversary date, if the employee chooses not to carry the amount over.

13

14 **Section 8.6.1.**

15 The District will provide a sub, if qualified and available, to cover a twelve (12) month

16 employee's vacation time.

17

18

19

20 **ARTICLE IX**

21 **LEAVES**

22

23

24 **Section 9.1. Sick Leave Calculation.**

25 For all leave types the following formulas will apply:

26

- 27 A. Leave award is based on average hours per day. (Average will mean total hours worked per week
- 28 divided by five (5) days.)
- 29 B. Leave taken is based on actual hours worked per day. Employees, who work less than five (5)
- 30 days per week or different hours per day, shall have hours and/or days subtracted for that day
- 31 they are on leave. (Example: Monday five (5) hours, Tuesday five (5) hours, Wednesday four (4)
- 32 hours. Day of leave is Wednesday; subtract four (4) hours from leave balance.)
- 33

34 **Section 9.1.1. Sick Leave.**

35 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;

36 provided, however, that no employee who works one hundred eighty (180) days per year shall

37 receive less than ten (10) days leave per year. Employees working less than one hundred

38 eighty (180) days shall receive a prorated amount of days leave. Such leave shall be vested

39 when earned and may accumulate without limit. The District shall project the number of annual

40 days of leave at the beginning of the school year according to the estimated calendar months

41 the employee is to work during that year. Employees The employee shall be awarded the

42 projected number of days of leave at the beginning of the school year. Leave benefits shall be

43 paid on the basis of base hourly rate applicable to the employee's normal daily work shift;

44 provided, however, that should an employee's normal daily work shift increase or decrease

45 subsequent to an accumulation of days of leave, leave benefits will be paid in accordance with

46 the employee's normal daily work shift at the time the leave is taken, and the accumulated

47 benefits will be expended on an hourly rather than a daily basis.

48

1 Procedure: When an employee uses sick leave, the employee shall state the reasons for his/her
2 absence when reporting his/her personal illness, injury, emergency, or disability by entering the
3 absence into the AESOP data system.
4

5 For absences exceeding three (3) days, the District may require verification that an employee's
6 use of sick leave is for an authorized purpose. If the District requires verification, verification
7 must be provided to the District within a reasonable time period during or after the leave. The
8 requirements for verification may not result in an unreasonable burden or expense on the
9 employee and may not exceed privacy or verification requirements otherwise established by
10 law. RCW 49.46.210 (g).
11

12 Once sick leave is exhausted, a doctor's note shall be required for each sick leave request.
13 (Reference RCW 69.51A.010 and WAC 296-20-01002)
14

15 Employees may be required to submit to a medical examination or other medical evaluation by
16 a Doctor, chosen by the District and at District expense in order to establish medical fitness for
17 the duties of the position.
18

19 Sick leave is defined to cover:
20

21 A. The employee is allowed to use paid sick leave for the following reasons:
22

- 23 • An absence resulting from an employee's mental or physical illness, injury, or
24 health condition; to accommodate the employee's need for medical diagnosis, care,
25 or treatment of a mental or physical illness, injury, or health condition; or an
26 employee's need for preventive medical care;
- 27 • To allow the employee to provide care for a family member with a mental or
28 physical illness, injury, or health condition; care of a family member who needs
29 medical diagnosis, care, or treatment of a mental or physical illness, injury, or health
30 condition; or care for a family member who needs preventive care.
- 31 • When the employee's place of business has been closed by order of a public official
32 for any health-related reason, or when an employee's child's school or place of care
33 has been closed for such a reason; and
- 34 • For absences that qualify for leave under the state's Domestic Violence Leave Act
35 (DVLA).
36

37 B. Physical illness, or injury, health condition or mental illness of a member of the
38 immediate family not residing under the same roof as defined in Section 9.2. and 9.2.1.
39 Shall also include medical, dental or vision appointments.
40

41 Whenever possible, medical, dental or vision appointments are to be made outside of the
42 regular workday.
43

44 Employees, upon finding it necessary to be absent from their assigned duties by reason of
45 illness, injury or appointments, shall notify their immediate supervisor as early as possible. For
46 planned surgeries or anticipated disablements, the affected employee shall notify their
47 immediate supervisor if at all possible thirty (30) days prior to the surgery or disablement.
48

1 **Section 9.1.1.1. Salary Adjustment for Unearned Sick Leave Use.**

2 In the event an employee terminates employment after having used more sick leave
3 days than would have otherwise been earned, an adjustment to salary due but unpaid, or
4 other procedures for repayment, will be implemented as appropriate.
5

6 **Section 9.1.2. On-the-Job Injury and Leave.**

7 Any staff injured on the job will have all wage payments and/or settlements made in
8 accordance with current Worker’s Compensation/Labor and Industries procedures and rulings.
9 When an employee is injured on the job and is unable to perform his/her duties as a result of an
10 on-the-job injury or occupational disease or illness, and is certified off-work by a doctor, the
11 employee may elect to use leave as follows (provided the employer does not elect to keep the
12 employee on full salary through means other than use of accrued leave):
13

- 14 1. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD)
15 benefit payment from the District’s industrial insurance; or
- 16 2. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in
17 addition to their entitled TTD benefits; or
- 18 3. Elect to use a proportionate share of accumulated leave to make up the difference between
19 the worker’s compensation payments and the employee’s regular pay at the time of the
20 injury.
21

22 It is the employee’s responsibility to check with the District as to the status of their leave
23 balance.
24

25 **Section 9.1.3.**

26 Employees, who have accrued sick leave while employed by another public school District in
27 the State of Washington, shall be given credit for such accrued sick leave upon employment by
28 the District.
29

30 **Section 9.1.4. Sick Leave Attendance Incentive Pay.**

31 In January of any year in which a minimum of sixty (60) days of sick leave is accrued, an
32 employee may exercise the option to receive remuneration for unused leave in excess of sixty
33 (60) days accumulated in the previous year at a ratio of one day’s pay for each four (4) days
34 unused leave. Sick leave for which compensation has been received shall be deducted from
35 accrued sick leave at a rate of four (4) days for every one (1) day monetary compensation.
36 Employees shall receive payment for their accumulated sick leave no later than their February
37 paycheck.
38

39 At the time of separation from school District employment an eligible employee or the
40 employee’s estate shall receive remuneration at a rate equal to one day’s current monetary
41 compensation of the employee for each four (4) full day’s accrued leave or illness or injury. An
42 eligible employee means:

- 43 1. Employees who separate from employment due to retirement or death;
- 44 2. Employees who separate from employment and who are at least age fifty-five (55) and
45 have at least ten (10) years of service in SERS 3; or
- 46 3. Employees who separate from employment and who are at least fifty-five (55) and have
47 at least fifteen (15) years of service in SERS 2.
48

1 **Section 9.1.5. Sick Leave Sharing.**

2 All voluntary leave sharing shall be in strict compliance with current RCW41.4650-41.04.665
3 and Omak School District Policy No. 5406.

- 4
- 5 A. Right to Donate: Employees may donate annual or sick leave to a fellow employee or
6 fellow state employee who is suffering from or has a relative or household member who
7 is suffering from an extraordinary or severe illness, injury, impairment or physical or
8 mental condition; a fellow employee or fellow state employee who is a victim of domestic
9 violence, sexual assault, or stalking; or a fellow employee or fellow state employee who
10 has been called to service in the uniformed services, which has caused or is likely to cause
11 the employee to take leave without pay or terminate his/her employment.
- 12
- 13 B. Minimum Accumulation: An employee who has an accrued sick leave balance of more
14 than twenty-two (22) days may donate such leave.
- 15
- 16 C. Maximum Donation: Employees are allowed to grant up to six (6) days during any
17 twelve (12) month period.
- 18
- 19 D. Limits: Employees cannot donate sick leave days that would result in their sick leave
20 account going below twenty-two (22) days.
- 21
- 22 E. Status of Leave Employees: While an employee is on leave under this section, he/she
23 shall be classified as an employee and shall receive the same treatment in respect to
24 salary, wages, and employee benefits as the employee would normally receive if using
25 accrued sick leave.
- 26
- 27
- 28

29 **Section 9.2. Leave for Bereavement.**

30 Each employee shall be entitled to a maximum of five (5) days leave with pay, per occurrence, for
31 absence caused by death in the immediate family of the employee or spouse.

32

33 Immediate family of the employee is to be defined as: spouse, mother, father, sister, brother, children,
34 in-laws (brother, sister, mother, father, daughter and son), aunt, uncle, niece, nephew, cousin,
35 significant other or his/her family, grandparents, grandchildren, step and foster family.

36

37 **Section 9.2.1. Leave for Family Illness/Emergency.**

38 Each employee shall be entitled to a maximum of five (5) days leave with pay for absence
39 caused by serious illness or hospitalization in the immediate family of the employee or spouse.
40 Immediate family of the employee is to be defined as the same as above in bereavement leave
41 and per RCW 49.46.210.

42

43 **Section 9.3. Maternity Leave.**

44 Upon application therefore, the District shall grant maternity leave for the purpose of giving childbirth.
45 Such leave shall commence at such time as the employee and her medical advisor deem necessary. The
46 application for maternity leave shall be in writing and be delivered to the District at least thirty (30)
47 days prior to the commencement of said leave. The application shall include a statement as to the
48 expected date of the return of employment and within thirty (30) days after childbirth, the employee

1 shall inform the District of the specific day when she shall return to work. An employee requesting
2 maternity leave may request and utilize accumulated sick leave or may request that maternity leave be
3 a leave of absence without pay during the period of absence. The period of absence for maternity to
4 which the employee is entitled is that period of time which the attending physician certifies as being
5 necessary for childbearing and recovery.

6
7 **Section 9.3.1. Paternity Leave.**

8 Upon application therefore, the District shall grant a paternity leave of five (5) workdays for the
9 purpose of receiving a new natural or adoptive child. Such leave shall commence at such time
10 as the employee deems necessary. The application shall be in writing and be delivered at least
11 thirty (30) days prior to the commencement of said leave. The employee requesting paternity
12 leave may request and utilize accumulated sick leave or may request that paternity leave be a
13 leave of absence without pay.

14
15 **Section 9.4. Judicial Leave.**

16 In the event an employee is summoned to serve as a juror or appear as a witness in court for the
17 District, or is named as a codefendant with the District, such employee shall receive a normal day's
18 pay for each day of required presence in court. In the event that an employee is a party in a court
19 action, such employee may request the appropriate leave.

20
21 **Section 9.5. Leave of Absence.**

22
23 **Section 9.5.1.**

24 Upon recommendation of the immediate supervisor through administrative channels to the
25 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
26 leave of absence due to illness or schooling, for a period not to exceed one (1) year; provided,
27 however, if such leave is granted due to extended illness, one (1) additional year will be
28 granted.

29 **Section 9.5.2.**

30 The returning employee will be assigned to the position occupied before the leave of absence or
31 to a similar position within the District. Employees hired to fill positions of employees on leave
32 of absence will be terminated upon the employee's returning from leave; provided, however,
33 that the employee can be reassigned to another position. If a current classified employee was
34 hired to fill the leave of absence position, that employee will return to his/her previous position.
35 If the position is not available, the employee will be assigned to a similar position in pay and
36 benefits as previously held. It shall be the responsibility of the employer to inform replacement
37 employees of these provisions.

38
39 **Section 9.5.3.**

40 The employee will retain accrued sick leave, vested vacation rights and seniority rights while
41 on leave of absence. However, vacation credits and sick leave shall not accrue while the
42 employee is on leave of absence.

43
44 **Section 9.6. Personal Leave.**

45 Twelve (12) month employees shall be granted two (2) days of personal leave per year with pay, with
46 the prior approval of the supervisor and/or Superintendent. Twelve (12) month employees shall be
47 granted one (1) day of personal leave per year without pay.

1 Less than twelve (12) month employees shall be granted one (1) day of personal leave per year with
2 pay, with prior approval of the supervisor and/or Superintendent. Less than twelve (12) month
3 employees shall be granted two (2) days personal leave per year without pay.

4
5 An employee may carry forward one (1) personal leave day per year to the following year, for a
6 maximum of four (4) days in any given year. If an employee does not use any personal leave days in a
7 year, they may carry over one (1) paid day. If they use their paid day in any given year, they may carry
8 over their unpaid day to the following year.

9
10 Employees hired after the beginning of the school year or working less than one hundred eighty (180)
11 days shall receive a prorated amount of personal leave for their first year of employment. The
12 calculation of the personal leave shall be as follows:

- 13
- 14 • Determine total number of work days for the school year and multiply the total number of
15 average hours per day the employee works.
- 16 • Determine total number of hours the employee actually works for the school year.
- 17 • Divide employee's actual work hours by the total number of possible work hours for the school
18 year.
- 19 • This will establish the percentage used to calculate the amount of pro-rated leave the employee
20 should receive the first school year.
- 21 • Multiply the maximum possible award by the percentage factor to establish the personal leave
22 award for the first year.
- 23 • Example: Seven (7) hours per day employee is hired in January and will work one hundred
24 (100) days. There are one hundred eighty (180) days in the school year. $180 \times 7 = 1260$ hours.
25 Employee will actually work $100 \times 7 = 700$ hours. $700/1260 = .56$. The maximum possible
26 award will be multiplied by .56 to determine the pro-rated leave award.
- 27

28 **Section 9.7. Family Medical Leave (FMLA).**

29 Any employee who has worked one thousand, two hundred and fifty (1,250) hours in the previous
30 twelve (12) month period may be eligible for Family Medical Leave. Employees shall be provided
31 twelve (12) weeks of leave in a twelve (12) month period after providing a minimum of thirty (30) day
32 notice to the District for any of the following reasons:

- 33
- 34 • The birth of a child and to care for the newborn child within one year of birth;
- 35 • The placement with the employee of a child for adoption or foster care and to care for the newly
36 placed child within one year of placement.
- 37 • To care for the employee's spouse, child, or parent who has a serious health condition;
- 38 • A serious health condition that makes the employee unable to perform the essential functions of
39 his or her job;
- 40 • Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or
41 parent is a covered military member on "covered active duty".
- 42

43 The District shall insure the following provisions:

- 44
- 45 A. Maintain the employee's full insurance benefits during the duration of Family Leave.
- 46 B. Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on
47 unpaid Family Leave.

- 1 C. Grant the employee his/her previous position or equivalent position and pay upon return from
- 2 Family Leave.
- 3 D. Maintain any employee benefits that accrued prior to the start of Family Leave.

4
5 The District shall comply with all provisions of FMLA, FLA (WA Family Leave Act) and District
6 Policy.

7
8 **Section 9.8. Leave Without Pay.**

9 Other leaves of absence not covered may be granted upon the recommendation of the superintendent
10 and at the discretion of the Omak School Board of Directors. Employees requesting any leave of
11 absence without pay shall have exhausted all other appropriate leaves and vacation as contained in this
12 Agreement.

13
14
15
16 **ARTICLE X**

17
18 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

19
20 **Section 10.1.**

21 The hire date of an employee within the bargaining unit shall be established as of the date on which the
22 employee began continuous employment (hereinafter "hire date"). The seniority date of an employee
23 shall be established as of the date on which an employee begins continuous employment within any job
24 classification defined in ARTICLE I, Section 1.4., unless such seniority shall be lost as hereinafter
25 provided.

26
27 **Section 10.1.1.**

28 Employees with the earliest hire number shall have seniority over the employee(s) hired on the
29 same date.

30
31 **Section 10.2.**

32 New employees shall be placed on a ninety (90) workday probationary period. No later than the end of
33 the initial ninety (90) workday probationary period, the employee shall receive an evaluation. Upon
34 mutual agreement between the District and the Union, the initial probationary period may be extended
35 an additional forty (40) workdays. During this probationary period, the District may terminate the
36 employment of such employee at its discretion. Upon completion of the probationary period, the
37 employee will be subject to all rights and duties contained in this Agreement.

38
39 **Section 10.3.**

40 At the end of the probationary period, the employee shall be subject to all rights and duties contained
41 in this Agreement retroactive to the hire date.

42
43 **Section 10.4.**

44 The seniority rights of an employee shall be lost for the following reasons:

- 45 A. Resignation;
 - 46 B. Discharge for justifiable cause;
 - 47 C. Retirement;
- 48

- D. Employees in layoff status in excess of two (2) years; or
- E. Service outside the bargaining unit including as a supervisor in excess of six (6) months.

Section 10.5.

Seniority rights shall not be lost for the following reasons, without limitation:

- A. Time lost by reason of industrial accident or industrial illness, or judicial leave;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leaves; or
- D. Time spent in layoff status less than two (2) years as hereinafter provided in Section 10.11.

Section 10.6.

Seniority rights shall be effective within the general job classification, except as stated in Section 10.7.1. below. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4. of this Agreement.

Section 10.7.

The employee with the earliest hire date shall have absolute preferential rights regarding shift selection, vacation periods and special services (including overtime). The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization's grievance committee chairperson its reasons why the senior employee or employees have been bypassed.

Section 10.7.1.

If a position has been posted and not filled from within the classification, then qualified applicants, as determined by the District, from other classifications shall be awarded the position on the basis of seniority within the District.

Section 10.8.

Employees who change job classifications within the bargaining unit shall retain their hire date and seniority in all previous classifications, notwithstanding that they have acquired a new classification seniority date.

Section 10.9.

The District shall publicize within the bargaining unit, by written posting for five (5) workdays, the availability of new or open positions as soon as is practicable after the District is apprised of the opening. The District shall fill a position within twenty (20) workdays of the date of posting.

Section 10.9.1.

Additional hours, more than one (1) hour, will be posted as a new or open position. A cut in hours will be considered a layoff and made on the basis of reverse seniority subject to Section 10.7.

1 **Section 10.9.2.**

2 Whenever a classified employee’s position is terminated, or an employee is laid off, that
3 employee shall have the right to “bump” an employee with less seniority within the same job
4 classification, even if that employee has more hours. During the school year the bumping
5 process shall occur within ten (10) workdays from the notice of termination or being laid off.
6

7 **Section 10.9.3.**

8 Para-Educators in positions that are highly skilled or require educational certification,
9 licensure, or accreditation to perform their position shall be exempt from being bumped by
10 employees that do not have the credentials.
11

12 **Section 10.11.**

13 In the event of layoff, employees so affected shall be placed on a reemployment list maintained by the
14 District. Such employees are to have first consideration, except as provided in Sections 10.7. and 10.9.
15 in filling any full-time, part-time or temporary opening for which they are reasonably qualified in
16 reverse order of layoff (last laid off, first to be considered). The names shall remain on the
17 reemployment list for two (2) years. An employee in layoff status who works ninety (90) days or more
18 in a school year shall be given credit to extend layoff by one (1) more year. Original seniority dates in
19 effect at the time of layoff shall remain. An employee in layoff status who does not work ninety (90)
20 days in a school year will not have their layoff extended and will be dropped from the re-employment
21 list after two (2) years.
22

23 **Section 10.11.1.**

24 Employees on layoff status shall have preferential status for substitute work within any
25 classification the employee is qualified.
26

27 **Section 10.12.**

28 An employee on layoff status who wishes to be reemployed shall file their current address and phone
29 number, in writing, with the personnel office of the District. The employee shall promptly advise the
30 District, in writing, of any change of address. Failure to comply with this section shall result in the
31 employee being immediately dropped from reemployment consideration.
32

33 **Section 10.13.**

34 An employee shall forfeit rights to reemployment as provided in Section 10.11. if the employee does
35 not respond to the offer of reemployment within five (5) workdays after notification. If none of the
36 employees accept the position offered, the most junior employee will be assigned the position. If the
37 junior employee does not accept the position, they will be dropped from the re-employment list. If any
38 employee is not qualified for the position, they will remain on the re-employment list.
39

40 **Section 10.14. Summer Employment.**

41 The District may have summer employment and may provide such employment as follows:
42

- 43 A. The summer employment offered must be work covered by this collective bargaining agreement.
- 44 B. The association president will be notified of the summer work.
- 45 C. All employees who wish to be considered for summer work shall submit an e-mail or a letter of
46 interest for the position to District Administration.
- 47 D. The District will identify which employees, by seniority, the District wishes to work over the
48 summer months and for how long.

1 E. If the District offers a position and the position is not accepted, the employee shall be dropped
2 from consideration for the summer.
3
4
5

6 ARTICLE XI

7 DISCIPLINE AND DISCHARGE OF EMPLOYEES

8 **Section 11.1.**

9 The District shall have the right to discipline or discharge an employee for justifiable cause. The
10 justification for discipline or discharge shall be given to the employee in writing.
11
12

13 **Section 11.2.**

14 If the District has reason to reprimand an employee, it shall be done in a manner which does not
15 intentionally embarrass the employee before the public or other employees.
16
17

18 **Section 11.3. Progressive Discipline.**

19 Steps shall normally be as follows:
20

21 Pre-Discipline: Counseling and Verbal Warning (Documentation will be placed in the supervisor's
22 working file and is not considered discipline).
23

24 Step 1: Written Warning.

25 Step 2: Written Reprimand.

26 Step 3: Suspension (either short term or long term).

27 Step 4: Recommendation for discharge from employment.
28

29 **Section 11.4.**

30 The issue of justifiable cause as it pertains to this ARTICLE shall be resolved in accordance with the
31 grievance procedure contained herein.
32

33 **Section 11.5.**

34 The District will give employees at least two (2) weeks' notice of intention to discharge or layoff, if
35 possible.
36
37

38 ARTICLE XII

39 INSURANCE

40 **Section 12.1.**

41 Each employee of this bargaining unit shall be allotted the state BEA (Basic Education) insurance
42 contribution per month per full-time equivalent (FTE).
43
44

45 A. All employees in the bargaining unit are credited with the state insurance contribution;
46
47

- B. All employees receive the BEA allocation amount regardless of funding source, i.e., Food Service, Transportation, categorical programs, and any other non-BEA program;
- C. The pool is based on ACTUAL staffing as of October 1 of each year, not just budgeted or funded.

The allotment shall be based on an employee's compensated hours, prorated on the basis of one (1.0) full-time equivalent (FTE) equal to 1,440 annual scheduled compensated hours. The allotment to each employee shall not be deducted from any other employee nor from the insurance pool. If an employee is not eligible for participation in the pool, the employee's FTE insurance contribution will be included in the pool calculations. An employee hired during the school year will receive insurance contributions equal to the employee's FTE.

Excess contributions shall be pooled. (required by RCW 28A.400.280); e.g., In the event that the total monthly allocated amount for employees exceeds the monthly premiums of the plan and coverage selected, then the amount by which the allocated amount exceeds the premium amount shall go into a pool to be distributed on an insurance FTE basis among those employees subject to an out of pocket deduction. In the event that the monthly premium amount exceeds the allocated amount plus the pool distribution then the difference shall be a monthly payroll deduction.

The pool shall be distributed on an (insurance) FTE basis. A copy of pool calculations shall be provided to the Association President within five (5) days after completion. The District employee benefit provider and plan(s) shall be subject to annual Association review and approval. The parties agree to abide by state law relating to school District employee benefits as required by RCW 28A.400.275(1). This section shall reopen annually as required by RCW 28A.400.275(1).

Section 12.1.1.

The District will provide for extended medical benefits of employees who become disabled off the job up to one year past date of loss of their employment benefits. The employee shall apply for Medical Leave of Absence when all accrued sick leave has expired. The District will maintain only its share of medical premium cost, and the employee likewise will cover the employee's obligation, if any, of medical benefit cost.

Section 12.1.2. School Employee Benefit Board (SEBB) Employee Benefits.

The parties agree, pursuant to RCW 28A.400.275, to abide by state laws pertaining to school district employee benefits, including the anticipated replacement of provisions of this Article by a statewide school employee health care system by January 2020.

Section 12.2.

The District shall be responsible for the full replacement value of all tools lost or stolen or damaged in the course of employment by employees who provide their own tools, when required by the District. An inventory of tools must be provided by the employee and updated as necessary, and on file with the supervisor of the District.

Section 12.3. Liability Insurance.

The District shall provide tort liability insurance for all employees.

Section 12.4. Confrontational Situations.

Self-Protection: Employees, while acting within the scope of their duties as an employee of Omak

1 School District, may use reasonable measures with a student, patron or other person as is necessary to
2 protect him/herself from physical attack or injury.

3
4 The District will provide adequate applicable training for all employees to comply with this section.
5

6 **Section 12.5. Administration of Medication.**

7 Employees may be directed to administer medication to students only under the following
8 circumstances:

- 9
- 10 A. The administration is non-intrusive and otherwise complies with all applicable laws and
11 regulations.
 - 12
 - 13 B. The employee has received comprehensive training regarding possible complications and
14 appropriate responses.
 - 15
 - 16 C. The District must indemnify and hold harmless all employees, acting within the scope of their
17 duties as an employee of Omak School District, assigned to administer medication from all
18 possible adverse consequences of administering medication.
 - 19
 - 20
 - 21

22 **ARTICLE XIII**

23 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

24
25
26 **Section 13.1.**

27 The employees shall have the right of self-organization, to legally assist employee's organizing and to
28 bargain collectively. The parties recognize that an employee has the option of declining to join as a
29 member in the Association. Each employee subject to this Agreement, who, on the effective date of
30 this Agreement is a member of the Association in good standing, shall maintain his/her membership in
31 the Association during the term of this Agreement unless membership is revoked through written
32 request to Public School Employees of Washington.

33
34 **Section 13.2.**

35 The District will notify the Association of all new hires within ten (10) workdays of the hire date. At
36 the time of hire, the District will inform the new hire of the terms and conditions of this Article.
37

38 **Section 13.3. Voluntary Political Action.**

39 The District shall upon receipt of authorization form that conforms to legal requirements (Section
40 13.3.1.), deduct from the pay of such bargaining unit employees the amount of contribution the
41 employee voluntarily chooses for deduction for political purposes and shall transmit the same to PSE
42 on the PSE dues transmittal check. Section 13.4. of the Collective Bargaining Agreement shall apply to
43 these deductions. The employee may revoke the request at any time. At least annually, the employee
44 shall be notified by the Association about the right to revoke the request.
45

46 The District shall deduct PSE dues, and/or voluntary political contributions from the pay of any
47 employee who authorizes such deductions as described in Section 13.3.1. pursuant to RCW 41.56.110
48 (1) and shall comply with all Washington State RCW and WAC laws regarding payroll deductions and

1 political contributions. The District shall transmit all such funds deducted to the Treasurer of the Public
2 School Employees of Washington on a monthly basis. The District shall deduct local dues as
3 established by the local PSE chapter.

4
5 **Section 13.3.1.**

6 The District agrees to accept dues authorizations via paper forms, voice authorization or by E-
7 signature in accordance with “E-Sign. PSE will provide a list of those members who have
8 agreed to union membership directly with the Association via any of the above methods. In
9 addition, upon request, access will be given to the District to the .wav files associated with the
10 voice authorization.

11
12 PSE shall be the custodian of the records related to dues authorizations and agree that, as the
13 custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of
14 those records.

15
16 **Section 13.4. District Held Harmless.**

17 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,
18 and the Association shall indemnify and hold the District harmless for any and all claims, grievances,
19 arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action
20 taken by the District for the purpose of complying with any of the provisions of this Article of the
21 Agreement.

22
23 **ARTICLE XIV**

24
25 **GRIEVANCE PROCEDURE**

26
27
28 **Section 14.1.**

29 Grievances or complaints arising between the District and its employees within the bargaining unit
30 defined in ARTICLE I herein, with respect to matters dealing with the interpretation or application of
31 the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

32
33 **Section 14.2. Grievance Steps.**

34
35 **Section 14.2.1.**

36 The employees shall first discuss the grievance with his/her immediate supervisor. The
37 employee may be accompanied by an Association representative at such discussion. All
38 grievances not brought to the immediate supervisor in accordance with the preceding sentence
39 within twenty (20) days of the occurrence of the grievance shall be invalid and subject to no
40 further processing. The District will have five (5) workdays from the date of the first discussion
41 of the grievance to resolve it by indicating in writing the disposition of the grievance. If an
42 agreeable disposition is made, all parties to the grievance shall sign it.

43
44 **Section 14.2.2.**

45 If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding
46 subsection, the employee shall within ten (10) workdays reduce to writing a statement of the
47 grievance containing the following:
48

- A. The facts on which the grievance is based;
- B. A reference to the provisions in this Agreement which have been allegedly violated; and
- C. The remedy sought.

The employee shall submit the written statement of grievance to his/her immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.3.

If no settlement has been reached within the five (5) workdays referred to in the preceding subsection, and the employee believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Superintendent or his/her designee. After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.4.

If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee and/or the employer may demand arbitration of the grievance. The grievance shall be submitted to the American Arbitration Association (AAA) for resolution. The parties further agree to accept the arbitrator's award as final and binding upon them.

The fees and expenses of the Arbitrator in all cases will be borne equally by the District and the Association. Each party shall bear its own expenses.

ARTICLE XV

TRANSFER OF PREVIOUS EXPERIENCE

Section 15.1.

When an employee leaves one school District within the state and commences employment with another school District within the State of Washington, for the purpose of calculating longevity, leave and other benefits the employee shall maintain the same status held in their previous District: PROVIDED, that employees who transfer between Districts shall not retain any seniority rights other than longevity when leaving one school District and beginning employment with another. If the school District to which the person transfers has a different system for computing leave benefits, and other benefits, then the employee shall be granted the same longevity, leave benefits and other benefits as a person in that District who has the same occupational status and total years of service.

Section 15.1.1. Consideration of Prior Non-School District Experience.

New employees with similar job experience, but not school district experience shall be allowed to provide proof of prior work experience to be considered for placement on a higher wage step

1 on Schedule A. This proof of experience must be submitted to the District Office within thirty
2 (30) workdays of the hire date. The District will make the determination and will inform the
3 employee and the Union of their decision. The necessary documentation required for the
4 employee to provide proof of prior work experience shall be given to the new hire as part of
5 their orientation. If the District's decision is movement to a higher wage step, the higher wage
6 step shall be retroactive to the date of hire. The prior work experience form shall be attached to
7 this contract.

8 9 10 **ARTICLE XVI**

11 **SALARIES AND EMPLOYEE COMPENSATION**

12 13 14 **Section 16.1.**

15 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
16 worked. Each employee shall receive a full accounting as per District policy.

17 18 **Section 16.2.**

19 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
20 Schedule A attached hereto and by this reference incorporated herein.

21 22 **Section 16.2.1.**

23 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
24 terms and conditions of ARTICLE XVII, Section 17.3. Should the date of execution of this
25 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
26 to the effective date. Schedule A shall be adjusted in accordance with I-732 for ALL
27 employees.

- 28
- 29 • For the 2018-2019 School year, all steps on Schedule A shall be increased by seven
30 (7.0%) percent.
- 31 • For the 2019-2020 school year, all steps on Schedule A shall be increased by three (3%)
32 percent or by the legislative increase designated for classified salaries, whichever is
33 greater.
- 34 • For the 2020-2021 school year, all steps on Schedule A shall be increased by two (2%)
35 percent or by the legislative increase designated for classified salaries, whichever is
36 greater.
- 37

38 **Section 16.2.2.**

39 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
40 of this Agreement if possible and in any case not later than the second regular payday. In the
41 case of retroactive pay resulting from negotiations pursuant to ARTICLE XVII, Section 17.3,
42 such retroactive pay shall be paid on the first regular payday following agreement on such
43 schedule, if possible, and in any case not later than the second regular payday.

44 45 **Section 16.3.**

46 Incremental steps, where applicable shall take effect on the first day of the District's fiscal year.
47

1 **Section 16.4.**

2 To qualify for longevity or incremental step, a twelve (12) month employee must have been employed
3 prior to March 1 and a less than twelve (12) month employee must have been employed prior to
4 February 1.

5
6 **Section 16.5.**

7 All employees shall receive pay on a twelve (12) month basis and shall be paid on the last workday of
8 each month beginning each September based on each employee's established regular schedule for the
9 school year. Any additions or reductions to the regular scheduled work hours as recorded on the
10 monthly timesheet will be made in a paycheck in the month following the month in which the changes
11 took place. All employees shall receive compensation via electronic direct deposit to their choice of
12 bank or credit union.

13
14
15
16 **ARTICLE XVII**

17
18 **TERM AND SEPARABILITY OF PROVISIONS**

19
20 **Section 17.1.**

21 The term of this Agreement shall be September 1, 2018 through August 31, 2021.

22
23 **Section 17.2.**

24 All provisions of this Agreement shall be applicable to the entire term of this Agreement
25 notwithstanding its execution date, except as provided in the following section.

26
27 **Section 17.3.**

28 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
29 parties in writing. The parties agree that they shall continue working toward the equalization of salaries
30 and the implementation of a salary schedule during the term of this Agreement. This Agreement shall
31 also be reopened as necessary to consider the impact of any legislation enacted following execution of
32 this Agreement which may arguably affect the terms and conditions herein. One (1) item for each side,
33 Schedule A and Section 12.1. shall be reopened annually.

34
35 **Section 17.3.1.**

36 For the life of this contract only, Schedule A shall not be opened.

37
38 **Section 17.4.**

39 If any provision of this Agreement or the application of any such provision is held invalid, the
40 remainder of this Agreement shall not be affected thereby.

41
42 **Section 17.5.**

43 Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with
44 State or Federal statutes or regulations promulgated pursuant thereto.

45
46 **Section 17.6.**

47 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
48 such provisions shall be renegotiated pursuant to Section 17.3.

1 **Section 17.7. Site-Based Management.**

2 Neither the District nor any site-based committee shall be empowered to affect the waiver of any right
3 of any employee covered by this Collective Bargaining Agreement.

4
5 **Section 17.8.**

6 The District will not subcontract any classified work, except as provided by current state law or
7 revisions made to that law during the term of the Agreement (28A.400.285).

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SIGNATURE PAGE

**PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948**

OMAK CHAPTER

OMAK SCHOOL DISTRICT #19

BY: _____
Jodi Porteous, Chapter President

BY: _____
Erik Swanson, Superintendent

DATE: _____

BY: _____

**SCHEDULE A
OMAK SCHOOL DISTRICT
SEPTEMBER 1, 2018 - AUGUST 31, 2019**

	Year 1	Year 2	Years 3-4	Years 5-9	Years 10-14	Years 15-19	Years 20-24	Years 25+
<u>Para-Educators</u>								
Para's	\$ 14.47	\$ 15.63	\$ 16.20	\$ 16.50	\$ 16.78	\$ 17.07	\$ 17.51	\$ 17.94
Media Service Spec	\$ 16.10	\$ 17.40	\$ 18.03	\$ 18.36	\$ 18.67	\$ 19.00	\$ 19.48	\$ 19.97
Family Service Spec	\$ 17.07	\$ 18.44	\$ 19.11	\$ 19.46	\$ 19.80	\$ 20.14	\$ 20.64	\$ 21.16
Computer Lab Spec	\$ 16.10	\$ 17.40	\$ 18.03	\$ 18.36	\$ 18.67	\$ 19.00	\$ 19.48	\$ 19.97
Student Services Spec	\$ 15.54	\$ 16.78	\$ 17.41	\$ 17.71	\$ 18.02	\$ 18.34	\$ 18.81	\$ 19.27
SLPA/FSS	\$ 20.77	\$ 22.43	\$ 23.26	\$ 23.68	\$ 24.10	\$ 24.50	\$ 25.13	\$ 25.77
SLPA/FSS	\$ 18.47	\$ 19.94	\$ 20.68	\$ 21.06	\$ 21.42	\$ 21.80	\$ 22.34	\$ 22.90
ECEAP	\$ 16.27	\$ 17.57	\$ 18.22	\$ 18.55	\$ 18.87	\$ 19.21	\$ 19.69	\$ 20.18
ECEAP Lead Teacher w/BA	\$ 25.13	\$ 25.64	\$ 26.15	\$ 26.68	\$ 27.20	\$ 27.75	\$ 28.30	\$ 29.02
ECEAP Lead Teacher w/AA	\$ 20.77	\$ 22.43	\$ 23.26	\$ 23.68	\$ 24.10	\$ 24.50	\$ 25.13	\$ 25.77
Sign Language Interpreter	\$ 21.31	\$ 23.01	\$ 23.86	\$ 24.29	\$ 24.72	\$ 25.15	\$ 25.78	\$ 26.42
OT/PT Aide	\$ 18.47	\$ 19.94	\$ 20.68	\$ 21.06	\$ 21.42	\$ 21.80	\$ 22.34	\$ 22.90
Bilingual Records Clerk	\$ 15.68	\$ 16.93	\$ 17.55	\$ 17.87	\$ 18.18	\$ 18.49	\$ 18.96	\$ 19.43
Nurse Assistant	\$ 15.68	\$ 16.93	\$ 17.55	\$ 17.87	\$ 18.18	\$ 18.49	\$ 18.96	\$ 19.43
<u>JOM/Title VII</u>								
Para's	\$ 14.47	\$ 15.63	\$ 16.20	\$ 16.50	\$ 16.78	\$ 17.07	\$ 17.51	\$ 17.94
<u>Transportation</u>								
Bus Drivers	\$ 18.95	\$ 20.47	\$ 21.23	\$ 21.60	\$ 21.99	\$ 22.36	\$ 22.93	\$ 23.51
Mechanics	\$ 20.66	\$ 22.32	\$ 23.15	\$ 23.57	\$ 23.98	\$ 24.37	\$ 25.01	\$ 25.63
Mechanics Helper	\$ 16.49	\$ 17.79	\$ 18.46	\$ 18.79	\$ 19.12	\$ 19.45	\$ 19.94	\$ 20.45
Driver Trainer	\$ 20.02	\$ 21.54	\$ 22.30	\$ 22.67	\$ 23.06	\$ 23.43	\$ 24.00	\$ 24.58
<u>Food Service</u>								
Cook	\$ 15.00	\$ 16.19	\$ 16.79	\$ 17.10	\$ 17.41	\$ 17.70	\$ 18.15	\$ 18.61
Assistant Cook	\$ 14.40	\$ 15.56	\$ 16.14	\$ 16.42	\$ 16.71	\$ 17.01	\$ 17.44	\$ 17.87
Food Service Helper / Cashier	\$ 13.86	\$ 14.96	\$ 15.53	\$ 15.80	\$ 16.08	\$ 16.35	\$ 16.77	\$ 17.18
<u>Custodial</u>								
Custodian	\$ 16.10	\$ 17.40	\$ 18.03	\$ 18.36	\$ 18.67	\$ 19.00	\$ 19.48	\$ 19.97
Lead Custodian	\$ 17.69	\$ 19.10	\$ 19.81	\$ 20.16	\$ 20.51	\$ 20.88	\$ 21.40	\$ 21.94
<u>Maintenance/Groundskeeping</u>								
Maintenance	\$ 18.41	\$ 19.88	\$ 20.62	\$ 20.98	\$ 21.36	\$ 21.73	\$ 22.28	\$ 22.83
Maintenance / Groundskeeper	\$ 16.97	\$ 18.33	\$ 19.00	\$ 19.35	\$ 19.68	\$ 20.02	\$ 20.52	\$ 21.04
HVAC Technician / Maintenance	\$ 22.35	\$ 24.15	\$ 25.04	\$ 25.49	\$ 25.93	\$ 26.38	\$ 27.05	\$ 27.72
<u>Professional Technical</u>								
PAC Technician	\$ 27.08	\$ 29.25	\$ 30.33	\$ 30.88	\$ 31.42	\$ 31.96	\$ 32.77	\$ 33.59

SCHEDULE A
OMAK SCHOOL DISTRICT
SEPTEMBER 1, 2019 - AUGUST 31, 2020

	Year 1	Year 2	Years 3-4	Years 5-9	Years 10-14	Years 15-19	Years 20-24	Years 25+
<u>Para-Educators</u>								
Para's	\$ 14.90	\$ 16.10	\$ 16.69	\$ 17.00	\$ 17.28	\$ 17.58	\$ 18.04	\$18.48
Media Service Spec	\$ 16.58	\$ 17.92	\$ 18.57	\$ 18.91	\$ 19.23	\$ 19.57	\$ 20.06	\$20.57
Family Service Spec	\$ 17.58	\$ 18.99	\$ 19.68	\$ 20.04	\$ 20.39	\$ 20.74	\$ 21.26	\$21.79
Computer Lab Spec	\$ 16.58	\$ 17.92	\$ 18.57	\$ 18.91	\$ 19.23	\$ 19.57	\$ 20.06	\$20.57
Student Services Spec	\$ 16.01	\$ 17.28	\$ 17.93	\$ 18.24	\$ 18.56	\$ 18.89	\$ 19.37	\$19.85
SLPA/FSS	\$ 21.39	\$ 23.10	\$ 23.96	\$ 24.39	\$ 24.82	\$ 25.24	\$ 25.88	\$26.54
SLPA/FSS	\$ 19.02	\$ 20.54	\$ 21.30	\$ 21.69	\$ 22.06	\$ 22.45	\$ 23.01	\$23.59
ECEAP	\$ 16.76	\$ 18.10	\$ 18.77	\$ 19.11	\$ 19.44	\$ 19.79	\$ 20.28	\$20.79
ECEAP Lead Teacher w/BA	\$ 25.88	\$ 26.41	\$ 26.93	\$ 27.48	\$ 28.02	\$ 28.58	\$ 29.15	\$29.89
ECEAP Lead Teacher w/AA	\$ 21.39	\$ 23.10	\$ 23.96	\$ 24.39	\$ 24.82	\$ 25.24	\$ 25.88	\$26.54
Sign Language Interpreter	\$ 21.95	\$ 23.70	\$ 24.58	\$ 25.02	\$ 25.46	\$ 25.90	\$ 26.55	\$27.21
OT/PT Aide	\$ 19.02	\$ 20.54	\$ 21.30	\$ 21.69	\$ 22.06	\$ 22.45	\$ 23.01	\$23.59
Bilingual Records Clerk	\$ 16.15	\$ 17.44	\$ 18.08	\$ 18.41	\$ 18.73	\$ 19.04	\$ 19.53	\$20.01
Nurse Assistant	\$ 16.15	\$ 17.44	\$ 18.08	\$ 18.41	\$ 18.73	\$ 19.04	\$ 19.53	\$20.01
<u>JOM/Title VII</u>								
Para's	\$ 14.90	\$ 16.10	\$ 16.69	\$ 17.00	\$ 17.28	\$ 17.58	\$ 18.04	\$18.48
<u>Transportation</u>								
Bus Drivers	\$ 19.52	\$ 21.08	\$ 21.87	\$ 22.25	\$ 22.65	\$ 23.03	\$ 23.62	\$24.22
Mechanics	\$ 21.28	\$ 22.99	\$ 23.84	\$ 24.28	\$ 24.70	\$ 25.10	\$ 25.76	\$26.40
Mechanics Helper	\$ 16.98	\$ 18.32	\$ 19.01	\$ 19.35	\$ 19.69	\$ 20.03	\$ 20.54	\$21.06
Driver Trainer	\$ 20.62	\$ 22.19	\$ 22.97	\$ 23.35	\$ 23.75	\$ 24.13	\$ 24.72	\$25.32
<u>Food Service</u>								
Cook	\$ 15.45	\$ 16.68	\$ 17.29	\$ 17.61	\$ 17.93	\$ 18.23	\$ 18.69	\$19.17
Assistant Cook	\$ 14.83	\$ 16.03	\$ 16.62	\$ 16.91	\$ 17.21	\$ 17.52	\$ 17.96	\$18.41
Food Service Helper / Cashier	\$ 14.28	\$ 15.41	\$ 16.00	\$ 16.27	\$ 16.56	\$ 16.84	\$ 17.27	\$17.70
<u>Custodial</u>								
Custodian	\$ 16.58	\$ 17.92	\$ 18.57	\$ 18.91	\$ 19.23	\$ 19.57	\$ 20.06	\$20.57
Lead Custodian	\$ 18.22	\$ 19.67	\$ 20.40	\$ 20.76	\$ 21.13	\$ 21.51	\$ 22.04	\$22.60
<u>Maintenance/Groundskeeping</u>								
Maintenance	\$ 18.96	\$ 20.48	\$ 21.24	\$ 21.61	\$ 22.00	\$ 22.38	\$ 22.95	\$23.51
Maintenance / Groundskeeper	\$ 17.48	\$ 18.88	\$ 19.57	\$ 19.93	\$ 20.27	\$ 20.62	\$ 21.14	\$21.67
HVAC Technician / Maintenance	\$ 23.02	\$ 24.87	\$ 25.79	\$ 26.25	\$ 26.71	\$ 27.17	\$ 27.86	\$28.55
<u>Professional Technical</u>								
PAC Technician	\$ 27.89	\$ 30.13	\$ 31.24	\$ 31.81	\$ 32.36	\$ 32.92	\$ 33.75	\$34.60

**SCHEDULE A
OMAK SCHOOL DISTRICT
SEPTEMBER 1, 2020 - AUGUST 31, 2021**

	Year 1	Year 2	Years 3-4	Years 5-9	Years 10-14	Years 15-19	Years 20-24	Years 25+
<u>Para-Educators</u>								
Para's	\$ 15.20	\$ 16.42	\$ 17.02	\$ 17.34	\$ 17.63	\$ 17.93	\$ 18.40	\$ 18.85
Media Service Spec	\$ 16.91	\$ 18.28	\$ 18.94	\$ 19.29	\$ 19.61	\$ 19.96	\$ 20.46	\$ 20.98
Family Service Spec	\$ 17.93	\$ 19.37	\$ 20.07	\$ 20.44	\$ 20.80	\$ 21.15	\$ 21.69	\$ 22.23
Computer Lab Spec	\$ 16.91	\$ 18.28	\$ 18.94	\$ 19.29	\$ 19.61	\$ 19.96	\$ 20.46	\$ 20.98
Student Services Spec	\$ 16.33	\$ 17.63	\$ 18.29	\$ 18.60	\$ 18.93	\$ 19.27	\$ 19.76	\$ 20.25
SLPA/FSS	\$ 21.82	\$ 23.56	\$ 24.44	\$ 24.88	\$ 25.32	\$ 25.74	\$ 26.40	\$ 27.07
SLPA/FSS	\$ 19.40	\$ 20.95	\$ 21.73	\$ 22.12	\$ 22.50	\$ 22.90	\$ 23.47	\$ 24.06
ECEAP	\$ 17.10	\$ 18.46	\$ 19.15	\$ 19.49	\$ 19.83	\$ 20.19	\$ 20.69	\$ 21.21
ECEAP Lead Teacher w/BA	\$ 26.40	\$ 26.94	\$ 27.47	\$ 28.03	\$ 28.58	\$ 29.15	\$ 29.73	\$ 30.49
ECEAP Lead Teacher w/AA	\$ 21.82	\$ 23.56	\$ 24.44	\$ 24.88	\$ 25.32	\$ 25.74	\$ 26.40	\$ 27.07
Sign Language Interpreter	\$ 22.39	\$ 24.17	\$ 25.07	\$ 25.52	\$ 25.97	\$ 26.42	\$ 27.08	\$ 27.75
OT/PT Aide	\$ 19.40	\$ 20.95	\$ 21.73	\$ 22.12	\$ 22.50	\$ 22.90	\$ 23.47	\$ 24.06
Bilingual Records Clerk	\$ 16.47	\$ 17.79	\$ 18.44	\$ 18.78	\$ 19.10	\$ 19.42	\$ 19.92	\$ 20.41
Nurse Assistant	\$ 16.47	\$ 17.79	\$ 18.44	\$ 18.78	\$ 19.10	\$ 19.42	\$ 19.92	\$ 20.41
<u>JOM/Title VII</u>								
Para's	\$ 15.20	\$ 16.42	\$ 17.02	\$ 17.34	\$ 17.63	\$ 17.93	\$ 18.40	\$ 18.85
<u>Transportation</u>								
Bus Drivers	\$ 19.91	\$ 21.50	\$ 22.31	\$ 22.70	\$ 23.10	\$ 23.49	\$ 24.09	\$ 24.70
Mechanics	\$ 21.71	\$ 23.45	\$ 24.32	\$ 24.77	\$ 25.19	\$ 25.60	\$ 26.28	\$ 26.93
Mechanics Helper	\$ 17.32	\$ 18.69	\$ 19.39	\$ 19.74	\$ 20.08	\$ 20.43	\$ 20.95	\$ 21.48
Driver Trainer	\$ 21.03	\$ 22.63	\$ 23.43	\$ 23.82	\$ 24.23	\$ 24.61	\$ 25.21	\$ 25.83
<u>Food Service</u>								
Cook	\$ 15.76	\$ 17.01	\$ 17.64	\$ 17.96	\$ 18.29	\$ 18.59	\$ 19.06	\$ 19.55
Assistant Cook	\$ 15.13	\$ 16.35	\$ 16.95	\$ 17.25	\$ 17.55	\$ 17.87	\$ 18.32	\$ 18.78
Food Service Helper / Cashier	\$ 14.57	\$ 15.72	\$ 16.32	\$ 16.60	\$ 16.89	\$ 17.18	\$ 17.62	\$ 18.05
<u>Custodial</u>								
Custodian	\$ 16.91	\$ 18.28	\$ 18.94	\$ 19.29	\$ 19.61	\$ 19.96	\$ 20.46	\$ 20.98
Lead Custodian	\$ 18.58	\$ 20.06	\$ 20.81	\$ 21.18	\$ 21.55	\$ 21.94	\$ 22.48	\$ 23.05
<u>Maintenance/Groundskeeping</u>								
Maintenance	\$ 19.34	\$ 20.89	\$ 21.66	\$ 22.04	\$ 22.44	\$ 22.83	\$ 23.41	\$ 23.98
Maintenance / Groundskeeper	\$ 17.83	\$ 19.26	\$ 19.96	\$ 20.33	\$ 20.68	\$ 21.03	\$ 21.56	\$ 22.10
HVAC Technician / Maintenance	\$ 23.48	\$ 25.37	\$ 26.31	\$ 26.78	\$ 27.24	\$ 27.71	\$ 28.42	\$ 29.12
<u>Professional Technical</u>								
PAC Technician	\$ 28.45	\$ 30.73	\$ 31.86	\$ 32.45	\$ 33.01	\$ 33.58	\$ 34.43	\$ 35.29

**DOCUMENTED VERBAL REPRIMAND
FOR THE PURPOSE OF DOCUMENTING THE VERBAL ONLY**

Date: _____

Be advised that _____ was given a Verbal.
(Name of Employee)

Reprimand by _____ for the violation listed below.
(Name of Supervisor)

Explanation of Violation:

Requested Corrective Action:

Response of the Employee:

Signature of Employee

Signature of Supervisor

Copy to: Working file (Supervisor - Purged at the end of the current school year)
Employee

OMAK SCHOOL DISTRICT #19
Classified Performance Evaluation

APPENDIX B

Employee: _____ Title: _____ Location: _____

Evaluator: _____ Title: _____ Date: _____

Additional input received from: _____

Evaluation type: Probationary Annual

Directions: Complete the evaluation after consultation with a person who supervises the work of the employee. Check the appropriate boxes next to the descriptors. In the event an area is marked other than “Meets Expectations” a comment is required to explain the rating.

1. Job Performance	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does not meet Expectations
a. Manages time efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Solves problems effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Adjusts to new assignments/conditions. and is flexible to change.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Is calm and objective under stress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Maintains confidentiality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Uses good judgment and makes decisions appropriate to the situation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Clothing and grooming are appropriate for position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

2. Job Knowledge	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does not meet Expectations
a. Has working knowledge/ understanding of job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Demonstrates skill level appropriate to job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Understands/follows policies, procedures and practices established within district/building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Successfully completes recommended training.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

3. Quality of Work	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does not meet Expectations
a. Work quality meets expected standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Works productively and efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Show pride and interest in work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Understands and applies appropriate safety procedures and practices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Maintains orderliness and cleanliness of work area(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

4. Quantity of Work	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does not meet Expectations
a. Amount of work is consistent with job descriptions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Demonstrates an understanding of responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Completes work/tasks in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

5. Communications	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does not meet Expectations
a. Communicates in a professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Listens attentively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Understands and responds appropriately to verbal and written communications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Communicates clearly and effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

6. Human Relations	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does not meet Expectations
a. Treats students, staff and community with courtesy and respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Gets along well with others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Works collaboratively with others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

7. Work attitude	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does not meet Expectations
a. Works cooperatively with supervisor, staff, students, parents and community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accepts direction, instruction and correction in a positive manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

8. Initiative	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does not meet Expectations
a. Demonstrates self-motivation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Exhibits creative thinking and problem-solving skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Willingness to exceed minimum performance as required by the job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

9. Attendance and punctuality	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does not meet Expectations
a. Maintains good attendance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is punctual: begins working at designated time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Calls employer when absent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

10. Dependability	Meets			
	Expectations with Excellence	Meets Expectations	Area for Growth	Does not meet Expectations

- a. Anticipates what needs to be done and follows through.
- b. Performs tasks and assignments without supervision.
- c. Completes tasks in a timely manner.

Comments:

Overall Performance (Check the Appropriate Box)	
<input type="checkbox"/> Meets Expectations with Excellence	Achieved excellence in multiple categories; modeled superior performance overall.
<input type="checkbox"/> Meets Expectations	Satisfied job requirements; expectations have been met or exceeded.
<input type="checkbox"/> Needs Improvement	Based on job description requirements and expectations, identify specific areas that need improvement.
<input type="checkbox"/> Does Not Meet Expectations	Employee has not met expectations and is in need of substantial improvement. (Assistance/improvement Plan attached.)

<p>Goal areas for next year <i>(To be developed jointly between supervisor and employee.)</i></p>
--

<p>Evaluator Comments:</p>

Evaluator Signature

Evaluator Title

Date

Employee Comments:

Employee Signature

Employee Position

Date

The signature of the employee above does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed the evaluation with the evaluator.

*A copy of this evaluation will be given to the employee within **ten days** of completion of the evaluation process.*



Verification of Previous Work Experience

New employees with similar job experience, but not school district experience, or employees that have changed job classifications within the bargaining unit shall be allowed to provide proof of prior work experience to be considered for placement on a higher wage step on Schedule A.

TO: _____
(Previous Employer)

DATE: _____

FROM: _____
(Former Employee's Name – Please Print)

SS# _____

I was employed by your district/company from: _____ to _____

I authorize the release to the Omak School District all information related to my employment. I release the above employer and employee acting on behalf of the employer from liability for providing information described in the document.

Applicant Signature: _____

**The remainder of the form is to be completed by the District/Employer reporting the information.
(To be completed by Official/Supervisor)**

Work Year	Position/Title	# of days worked by this employee	Hours this employee worked per day	Contracted Employee	Substitute Employee

Sick leave accumulation at the time of separation: _____

(Official use only)

Completed by: _____

Title _____

Address: _____

Date: _____

Please return completed form to: LeAnne Olson, Human Resource Director

PO Box 833 - 619 W. Bartlett Ave, Omak, WA 98841
Tel: 509-826-0320 • Fax: 509-826-7689
www.omaksd.org

The Omak School District #19 complies with all federal rules and regulations and does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This holds true for all district activities, programs, and employment opportunities. The following employee has been designated to handle questions and complaints of alleged discrimination: Title IX/RCW 28A.640/RCW28A.642 Officer, LeAnne Olson (509) 826-7687, Section 504/ADA Coordinator, John Holcomb (509) 826-8143, and/or Compliance Coordinator for State Laws RCW 28A.640 Sexual Equality and RCW 28A.642 Discrimination Prohibited Officer, LeAnne Olson (509) 826-7687. Omak School District is a drug- and tobacco-free workplace. For more information on Omak School District's Affirmative Action Plan, please visit the "District Information" section located under "Our District" on the Omak School District website at www.omaksd.org.