

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**OMAK SCHOOL DISTRICT #19**

AND

**PUBLIC SCHOOL EMPLOYEES OF OMAK**

SEPTEMBER 1, 2023 - AUGUST 31, 2027



**Public School Employees of Washington/SEIU Local 1948**  
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## P R E A M B L E

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:

## A R T I C L E I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1. Bargaining Unit.**

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. Non-Represented Positions.**

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. Provision of Job Descriptions.**

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. Represented Positions.**

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, excluding District Office Personnel and Supervisors.

##### **Section 1.4.1. Supervisors Performing Classified Work Exceptions.**

Supervisors will not perform job duties that would normally be assigned to classified employees except for Facilities and Transportation supervisors who may occasionally assist the employees they supervise in a project that needs specialized skills, a request for help by an employee or during an emergency.

#### **Section 1.5. Paschal Sherman Indian School.**

Employees of Paschal Sherman Indian School shall be considered to be separate from the bargaining unit described in Section 1.4. In no way shall bargaining unit work by or within the Omak School District be transferred to employees of PSIS. Should any function(s) be combined, this shall be

considered an accretion to the Omak bargaining unit and the resulting bargaining unit work shall be opened and posted pursuant to Section 10.9. Violations of this section will be subject to an Association grievance.

## **Section 1.6. Special Programs, Substitutes and Temporaries.**

### **Section 1.6.1. Substitutes.**

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

### **Section 1.6.2. Limitations as to Substitute and Temporary Positions.**

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

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

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

## **Section 1.7. Temporary Positions.**

A temporary position is one created by the District for a minimum of thirty (30) working days. If the position extends beyond ninety (90) working days, it will be posted as a permanent job. Short-term layoff will not be used to circumvent this section. This section does not apply to temporary summer employees – June 1 through September 1. This section does not apply to positions created by leave of absence or positions created by authorized employee absence.

### **Section 1.7.1. Permanent Employee in Temporary Position.**

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

## **Section 1.8. Subcontracting.**

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

## ARTICLE II

### RIGHTS OF THE EMPLOYER

#### **Section 2.1. Management Rights.**

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

#### **Section 2.2. Rules and Regulations.**

The right to make reasonable rules and regulations is an acknowledged function of the District. In making rules and regulations relating to personnel policies, practices, procedures and matters of working conditions, the District shall not infringe upon rights of the employees and the Association as set forth in this Agreement.

#### **Section 2.3. Drug/Alcohol Testing.**

The State requires random drug/alcohol testing per Department of Transportation (DOT) regulations for bus drivers to maintain their CDL. The District reserves the right to require any employee in the bargaining unit to submit to a drug and/or alcohol test, based upon reasonable suspicion. Upon suspicion, the District may test for delta 9/THC, controlled substances and alcohol that meet State law enforcement DUI standards. Refusal to test will result in termination. All actions are subject to the just cause provisions of Article XI.

1. Consequences for bus drivers shall be per DOT.
2. Consequences for other bargaining unit members shall be:
  - A. No regular employee will be automatically terminated after a first positive test. An employee with a first positive Blood Alcohol Content (BAC) of .02 to .04 for alcohol will be suspended without pay for twenty-four (24) hours.
  - B. An employee with a first positive BAC of greater than .04 or greater than zero (0) for controlled substance shall be suspended without pay until successful completion of rehabilitation and an acceptable follow-up test result.
  - C. An employee with a positive BAC or controlled substance test will be provided with the opportunity to participate in a mutually agreed upon educational assistance program for which the employee will bear any cost associated with the program. The District will allow the employee to use sick leave for participation in the program if it must be arranged during the workday.
  - D. An employee with a second offense will be subject to discipline up to and including discharge.
  - E. Any employee requested to come in early or stay late for mandatory drug/alcohol testing shall be paid a minimum of fifteen (15) minutes at their regular rate of pay, unless it puts the employee in overtime status, for which they shall be paid overtime. For bus drivers, if the mandatory drug/alcohol testing is contiguous with either their a.m., mid-day, or p.m. route they shall be paid their regular rate of pay. For all employees, time paid shall include wait time.

## ARTICLE III

### RIGHTS OF THE EMPLOYEES

#### **Section 3.1. Employee Protection.**

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

#### **Section 3.2. Personal Concerns.**

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

#### **Section 3.3. Right of Representation.**

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

#### **Section 3.4. Equal Opportunity and Nondiscrimination.**

The District is an Equal Opportunity employer in education programs, activities, services, and employment. Neither the District nor the Association will discriminate against any employee subject to this agreement on the basis of race, creed, religion, color, national origin, age, sex, sexual orientation including gender expression or identity, marital status, families with children, the presence of any sensory, mental or physical disability, the use of a trained dog guide or service animal by a person with a disability, honorably discharged veteran, veteran, or military status. The District will comply with all state and federal guidelines and/or regulations.

#### **Section 3.5. Employee Right to Delegate.**

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

#### **Section 3.6. Personnel Files.**

There shall be only one (1) personnel file for each employee, to be kept in the District Administration Office. Each employee shall have the right to review the contents of his/her personnel file. During the review, an official or representative of the Association may be present, and the employee may initial and photocopy any material in the file, at District expense. Information in any other existing files will be purged and destroyed.

Each employee shall be provided a copy of all material placed in his/her personnel file within ten (10) days of its insertion. Date of receipt by the District shall be considered date of insertion. Three (3) years after its placement in the file an employee may request the removal of derogatory material in their file. Findings related to offenses against children will remain in the file. An employee may attach comments to any material that is a part of the personnel file. Derogatory material not brought to the

1 attention of the employee or not placed into the official personnel file may not be used for any purpose  
2 adverse to the employee. All material placed in an employee's file shall be dated and signed.

3  
4 The District shall maintain a separate folder in the personnel file for medical information file for each  
5 classified employee of the District. Such file will contain such sensitive information as immunization  
6 history, health related cards, medical leave, leave sharing information and information on medical  
7 history and/or medical releases, etc. This medical information file is intended to ensure confidentiality  
8 of sensitive information regarding the employee.

9  
10 **Section 3.6.1. Working Files.**

11 Supervisors, for the purpose of evaluations, may keep a working file at the job site for the  
12 duration of the evaluation period. The evaluation period shall be from the beginning of the  
13 school year through the end of the employee's contract year. After an evaluation is completed  
14 and signed by the employee, the evaluation will be transferred to the employee's personnel file.  
15 Working files (including computer generated files) will be purged before the beginning of each  
16 new academic year.

17  
18 **Section 3.7. Evaluations.**

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

30  
31 **Section 3.8. Right to Attend Association Meetings.**

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

35  
36 **Section 3.9. Rehire Notification.**

37 The District shall notify employees of its intent to rehire them for the next school year, not later than  
38 May 31 of the current school year. In the event the District's intent is to rehire an employee, such  
39 notification shall include the following information: job title, salary, hours to be worked and work site  
40 to which the employee is to be assigned. All provisions of the rehire notification shall be consistent  
41 with terms and conditions of this Agreement and shall be altered only for justifiable cause pursuant to  
42 Section 11.1.

43  
44 **Section 3.10. Orientation.**

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



1 **Section 3.11. Workplace Safety.**

2 Health and Safety protocols will be clearly communicated and provided in writing to all employees at  
3 each site. Each worksite will have a Safety committee with representation from the bargaining unit.  
4

5 **Section 3.12. Potentially Dangerous Situations.**

6 All classified employees will be notified as soon as possible of any known potentially dangerous  
7 situation that may affect the safety of affected employees or the students they supervise, e.g., etc.  
8

9 **Section 3.13. New Employee Assignments.**

10 The employee will be given an orientation of the building and the District will give notice of  
11 assignments to new employees within the employees first five (5) days.  
12

13 **Section 3.14. Confrontational Situations.**

14 Self-Protection: Employees, while acting within the scope of their duties as an employee of Omak  
15 School District, may use reasonable measures with a student, patron or other person as is necessary to  
16 protect him/herself from physical attack or injury.  
17

18 The District will provide adequate applicable training for all employees to comply with this section.  
19

20 **Section 3.15. Administration of Medication.**

21 Employees may be directed to administer medication to students only under the following  
22 circumstances:  
23

- 24 A. The administration is non-intrusive and otherwise complies with all applicable laws and  
25 regulations.  
26 B. The employee has received comprehensive training regarding possible complications and  
27 appropriate responses.  
28 C. The District must indemnify and hold harmless all employees, acting within the scope of their  
29 duties as an employee of Omak School District, assigned to administer medication from all  
30 possible adverse consequences of administering medication.  
31

32 **Section 3.16. Lost or Damaged Tool Replacement.**

33 The District shall be responsible for the full replacement value of all tools lost or stolen or damaged in  
34 the course of employment by employees who provide their own tools, when required by the District.  
35 An inventory of tools must be provided by the employee and updated as necessary, and on file with the  
36 supervisor of the District.  
37  
38  
39

40 **ARTICLE IV**

41 **RIGHTS OF THE ASSOCIATION**

42 **Section 4.1. Employee Representation.**

43 The Association has the right and responsibility to represent the interests of all employees in the unit;  
44 to present its views to the District on matters of concern, either orally or in writing; and to enter  
45 collective bargaining with the object of reaching an agreement applicable to all employees within the  
46 bargaining unit.  
47  
48



1 **Section 4.2. New Employee Orientations.**

2 As part of the general orientation of each new employee within the unit subject to this Agreement, the  
3 Association shall be allowed to attend to meet with new hires and provide such employee with a copy of  
4 this Agreement and the Dues Authorization form. If there is no orientation or as new employees are  
5 hired, the District shall notify the Association President per Section 13.7. of all new hires within ten (10)  
6 days of hire so that the Association can provide such employees with a copy of this Agreement and the  
7 Dues Authorization form. The time meeting with new employees shall be for no more than thirty (30)  
8 minutes and is allowed during employee work time.

9  
10 **Section 4.2.1. New Hire Notification.**

11 The Employer will provide PSE electronic notification of the name, address, classification, job  
12 title, work location, and work email address of all newly hired bargaining unit employees at  
13 least one week before they begin their first day on the job.

14  
15 **Section 4.2.2. Notification to Chapter President.**

16 The District will provide the Chapter President electronic notification of the name, address,  
17 classification, job title, work location, and work of all newly hired bargaining unit employees  
18 within ten days of hire.

19  
20 The District shall also provide written and/or electronic notification to the Chapter President of  
21 the transfer of any current employee from one (1) classification or position or building to  
22 another or the discharge or resignation of any current employee. Such notification shall be no  
23 more than ten (10) workdays from the date of the board action or building change.

24  
25 **Section 4.3. Delegating Rights/Duties to PSE Officials.**

26 The Association reserves and retains the right to delegate any right or duty contained herein to  
27 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State  
28 Organization.

29  
30 **Section 4.4. Representatives Duty to Check-In.**

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

35  
36 **Section 4.5. School Calendar.**

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

39  
40 **Section 4.6. Use of Facilities and Equipment.**

41 With prior permission from the building administrator and after completing a facility use agreement,  
42 the Association shall have the right to use District facilities and equipment normally used by  
43 employees, including but not limited to computers, copiers, calculating machines and all types of  
44 audio-visual equipment at reasonable times when such equipment is not otherwise in use. The  
45 Association shall reimburse the District for all supplies and materials incidental to such use.

1 **Section 4.7. Use of Bulletin Boards.**

2 The Association shall have the right to post notices of activities and matters of Association concern on  
3 bulletin boards in employee rest areas or lounges. The Association is responsible for removing dated  
4 materials in a timely manner.

5  
6 **Section 4.8. Use of Mail Service.**

7 The Association shall have the right to use District mail service for communication purposes.  
8

9 **Section 4.9. Use of Internet and E-Mail Service.**

10 The Association shall have the right to use District internet and e-mail service for communication  
11 purposes. All use shall meet District technology use policies and procedures. District email  
12 communications are subject to Public Disclosure laws.  
13  
14  
15

16 **ARTICLE V**

17  
18 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**  
19

20 **Section 5.1. Mandatory Subjects.**

21 It is agreed and understood that matters appropriate for consultation and negotiation between the  
22 District and the Association are matters affecting hours, wages, grievance procedures and general  
23 working conditions of employees in the bargaining unit subject to this Agreement.  
24

25 **Section 5.2. Responsibility of Both Parties.**

26 It is further agreed and understood that the District will consult with the Association, and meet with the  
27 Association upon its request, in the formulation of any changes being considered in existing benefits,  
28 policies, practices and procedures relating to classified employees.  
29

30 **Section 5.3. Consultation Between Both Parties.**

31 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
32 the other party to advise, discuss or consult regarding matters concerning working conditions not  
33 covered by this Agreement.  
34

35 **Section 5.4. Predicted Workload.**

36 The Association will, from time to time, as appropriate, be advised of current and predicted workload  
37 information.  
38  
39

40 **ARTICLE VI**

41  
42 **ASSOCIATION REPRESENTATION**  
43

44 **Section 6.1. Labor/Management Committee.**

45 The Association will designate a Conference Committee of three (3) members who will meet with the  
46 Superintendent of the District and the Superintendent's representatives on a mutually agreeable basis  
47 to discuss appropriate matters. These meetings shall not be construed as negotiating sessions unless  
48 mutually agrees by both parties.

1 **Section 6.2. Meeting Minutes.**

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

7  
8 **Section 6.3. Meeting with the District.**

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

11  
12 **Section 6.4. Association Leave.**

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

17  
18 **Section 6.5. Participation in Association Business.**

19 Any classification representative of the Association who is scheduled to participate in or attend, during  
20 working hours, grievance proceedings, Labor/Management meetings, or negotiations with  
21 representative of the District shall have no loss of pay. Cost of substitutes, if substitutes are necessary,  
22 for District directed meetings will be borne by the District.

23  
24 **Section 6.6. Association Notification of Disciplinary Actions.**

25 The Association President is entitled to have an observer at hearings conducted by any District official  
26 or body arising out of grievance and to make known the Association's views concerning the case. The  
27 Association shall be notified by the District of any formal disciplinary actions of any employee in the  
28 unit in accordance with the provisions of Articles XI and XIV.

29  
30  
31  
32 **ARTICLE VII**

33  
34 **HOURS OF WORK AND OVERTIME**

35  
36 **Section 7.1. Workweek.**

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

41  
42 **Section 7.1.1. Days of Work.**

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

**Section 7.1.2. Special Summer Shift.**

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

**Section 7.2. Work shift.**

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

**Section 7.2.1. Rest Periods/Lunch Periods.**

1. A regular work shift will consist of eight and one-half (8 1/2) hours including an uninterrupted thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and fifteen (15) minute second half rest period, both of which rest periods may occur as near the middle of each half shift as is practicable.
2. Any shift of six (6) or more hours, but less than eight and one-half (8 ½) hours receive an unpaid thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable and receive a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods may occur as near the middle of the shift as is practicable.
3. Any shift of three (3) or more hours, but less than six (6) hours shall receive a fifteen (15) minute rest period as near the middle of the shift as practicable. Employees working less than a three (3) hour shift shall receive no rest period.

**Section 7.3. Working through Lunch Periods.**

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

**Section 7.4. Overtime.**

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

**Section 7.4.1. Substitute, Temporary and Seasonal Overtime.**

Scheduled and anticipated overtime shall first be offered to bargaining unit employees before substitutes, temporary and/or seasonal workers.

1       **Section 7.4.2. Comp Time.**

2       An employee at his/her option and with supervisor's approval, may select comp time off in lieu  
3       of overtime compensation. Comp time may be accrued; provided, however, that records shall  
4       be maintained and there must be a reasonable expectation that the employee will be provided  
5       an opportunity to expend the accrued time.  
6

7       Comp time shall be accrued at the rate of one and one-half (1½) hours for each hour worked in  
8       excess of eight (8) hours per day or forty (40) hours per week.  
9

10      **Section 7.5. Working in a Different Classification.**

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

17      If a classified employee substitutes for a certificated employee, the classified employee shall receive  
18      one additional dollar (\$1.00) per hour or if the substitute rate of pay for the certificated employee is  
19      higher than the current rate of pay for the classified employee, they shall receive the higher rate of pay.  
20

21      **Section 7.6. Call-Out Pay.**

22      Employees called back for special service shall receive a minimum of two (2) hours pay at the  
23      appropriate rate for each duty call. A call-out is defined as any work required by the District other than  
24      the normal work shift or workday noncontiguous with the normal work shift or workday and which  
25      occurs after the regular shift has ended. Employees called back for special services on a weekend or  
26      holiday shall receive a minimum of two (2) hours pay at time and one-half the employee's regular rate  
27      of pay.  
28

29      **Section 7.7. Transportation.**

30              **Section 7.7.1. Bus Drivers Credentials.**

31              All drivers hired for school bus transportation positions shall be approved as per State directive  
32              and shall under no conditions be allowed to driver prior to approval of their credentials by the  
33              Office of the Superintendent of Public Instruction.  
34  
35

36              **Section 7.7.2. Student Sports/Activities Transportation.**

37              When more than twelve (12) students are being transported on sports or activities trips, they  
38              shall be transported by a bus driver; except that the District will have the option of using an  
39              alternative method of transportation when an overnight trip is involved, or an athletic team is  
40              competing in state playoff games. Alternative methods of transportation will not include bus  
41              charter unless mutually agreed. For purposes of determining the number of students, all teams  
42              of the same sport going to the same location are considered one group, e.g., varsity, junior  
43              varsity, and "C" football teams.  
44

45              In addition, a request may be submitted for waiver of the twelve (12) student rule and may be  
46              granted if special conditions are met. Special conditions include such things as unforeseen  
47              activities with no budget capacity, no appropriate vehicle or driver available, or other mutually

acceptable condition(s). The Transportation Supervisor and the Driver Representative will review requests when special conditions apply.

Drivers shall be compensated portal-to-portal at their regular rate of pay for all time worked or at an event. Drivers will be paid a minimum of eight (8) hours on layover days on overnight trips. Reasonable food and lodging will be reimbursed per board policy unless food and lodging have been pre-arranged by the administrator with the driver's knowledge.

#### **Section 7.8. Definition of Daily Routes, Special Routes and Extra Trips.**

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

##### **Section 7.8.1. Buses Housed at Employee Homes.**

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

##### **Section 7.8.2. Deadheaded Routes.**

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

#### **Section 7.9. Posting of Extra Trips.**

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

##### **Section 7.9.1. Rotating Trip Roster.**

The transportation supervisor shall establish a rotating roster for extra trips, with drivers ranked by seniority. The roster shall be available for regular drivers to sign up during the first two (2) weeks of each school year. Drivers may remove their name from the list at any time. If the number of drivers on the roster falls below five, all other regular drivers will have the opportunity to add their names to the list. In addition, if a regular driver's hours are reduced by reassignment, elimination of a special route or by other District action, that driver will have the right to have his/her name added to the roster. At the discretion of the Transportation Supervisor, a driver in probationary status may sign up if there are not enough drivers currently on the roster. Names added to the roster shall go to the end of the list, ranking by seniority if more than one driver is added at the same time. If no driver on the roster is available for an extra trip, other regular drivers shall be asked in order of seniority if they are available. The supervisor shall not drive extra trips unless no other regular driver is available. Drivers taking extra trips may exchange their regular routes with another driver. Extra trips shall be compensated as per Schedule A of this Agreement.



1                   **Section 7.9.1.1. Short Trip List.**

2                   Extra trips within the boundaries of the Omak and Okanogan School Districts shall be  
3                   excluded from the extra trip list and instead placed on a “short trip list.” Regular drivers  
4                   may sign up for this list and will be listed by seniority. Trips will be assigned on a  
5                   rotating basis. The bus supervisor will post and maintain a record of trips assigned. The  
6                   bus supervisor may record drivers as declining a trip when the supervisor knows the  
7                   driver is not available to drive at the required time. A minimum of one (1) hour will be  
8                   allowed for short trips. A driver who reports to work for such a trip that has been  
9                   canceled will be paid one (1) hour, provided the driver has arranged to be notified of  
10                  cancellations. In the event of a cancellation, the driver shall receive the next trip to be  
11                  posted which has not been assigned, and the driver will maintain the driver’s normal  
12                  position on the trip roster.

13  
14                  **Section 7.9.1.2. Overnight Trips.**

15                  Coaches or Supervisors will make every effort to submit an itinerary for all overnight  
16                  travel at least four (4) business days prior to the departure date. If a Coach or Supervisor  
17                  needs to make changes to the agenda within four (4) business days, the driver has a  
18                  right to decline the trip up to forty-eight (48) hours prior to departure and not affect  
19                  their placement on the trip roster one time per school year.

20  
21                  **Section 7.9.2. Trip Cancellation.**

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

29  
30                  **Section 7.10. Substitute Bus Drivers on Midday Bus Runs.**

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

34  
35                  **Section 7.11. Longevity of Routes.**

36                  After a daily route or special route is assigned by seniority, the driver assigned such a route shall hold  
37                  that route from year to year; provided that, if the hours of a daily route are reduced below the minimum  
38                  hours posted, the route driver shall have the right to “bump” a driver with less seniority on a daily  
39                  route with more time. If there is an increase in the posted time, the route will be reposted at the  
40                  beginning of the next school year. A driver may hold more than one special route as long as such  
41                  duties do not interfere with one another.

42  
43                  **Section 7.11.1. Special Route Driver.**

44                  If a driver assigned a special route is laid off from the special route, the driver shall have  
45                  seniority rights under Section 10.7. to move to any other special route held by a driver with less  
46                  seniority. Special routes are defined in Section 7.7. The primary preschool midday route  
47                  (considered one route with its morning and afternoon counterparts) is exempt from this Section.



**Section 7.11.2. Filling Open Route.**

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

**Section 7.12. Trip Rotation that Results in Abnormal Overtime.**

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

**Section 7.13. Drivers After or Summer Program Pay.**

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

**Section 7.14. Para Educators.**

**Section 7.14.1. Paraeducator Schedules.**

Paraeducator schedules will be determined by administration with the exception of the Life Skills, SLPA/FSS classroom, in this case the Case Manager and/or SPED Director will schedule the paraeducator. If student needs dictate a change in staffing, administration is responsible for notifying employees regarding the necessary Paraeducator duty/schedule changes.

**Section 7.14.2. Paraeducator and Teacher Coordination Time.**

Paraeducators will be provided opportunities to discuss lesson expectations with their assigned teachers. These opportunities shall be done on duty time, not during lunch or rest periods.

Life Skills Paraeducators may begin up to two (2) days before the start of school, at the discretion of the Director of Special Education. These days shall be for: learning student needs/IEP information, collaboration with the Life Skills teacher to prepare necessary plans of action to facilitate IEP goals, learning and preparing for any medical needs/allergies, behavior support action planning, etc. These days will be time-sheeted.

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.**

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

- |                    |  |
|--------------------|--|
| 1. New Year's Day  | 6. Thanksgiving Day                                    |
| 2. Presidents' Day | 7. Day after Thanksgiving/Native American Heritage Day |
| 3. Memorial Day    | 8. Day before Christmas                                |
| 4. Labor Day       | 9. Christmas Day                                       |
| 5. Veterans' Day   | 10. Martin Luther King's Birthday                      |

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

- |                         |                               |
|-------------------------|-------------------------------|
| 11. Independence Day    | 12. Day before New Year's Day |
| 13. Day after Christmas | 14. Juneteenth                |

**Section 8.1.1. Unpaid Holidays.**

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

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

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

**Section 8.1.2. Floating Holiday.**

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

**Section 8.2. Worked Holidays.**

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

**Section 8.3. Vacations.**

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

**Section 8.4. Notice of Vacations.**

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

1        **Section 8.4.1.**

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

4  
5        **Section 8.5. Vacation Eligibility.**

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

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

11  
12       **Section 8.6. Vacation Compensation.**

13       Employees may, at their option, accept compensation in lieu of unused accrued vacation at the  
14       appropriate rate. Vacation days may be accumulated and carried over up to a maximum accumulation  
15       of forty (40) hours, at the option of the employee. Payment for unused accrued vacation may be made  
16       on the anniversary date, if the employee chooses not to carry the amount over.

17  
18       **Section 8.6.1.**

19       The District will provide a sub, if qualified and available, to cover a twelve (12) month  
20       employee's vacation time.  
21

22  
23       **ARTICLE IX**

24       **LEAVES**

25  
26  
27       **Section 9.1. Sick Leave Calculation.**

28       For all leave types, the following formulas will apply:

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

35  
36       **Section 9.1.1. Sick Leave.**

37       Each employee shall accumulate one (1) day of sick leave for each calendar month worked;  
38       provided, however, that no employee who works one hundred eighty (180) days per year shall  
39       receive less than ten (10) days leave per year. Employees working less than one hundred eighty  
40       (180) days shall receive a prorated amount of days leave. Such leave shall be vested when  
41       earned and may accumulate without limit. The District shall project the number of annual days  
42       of leave at the beginning of the school year according to the estimated calendar months the  
43       employee is to work during that year. Employees The employee shall be awarded the projected  
44       number of days of leave at the beginning of the school year. Leave benefits shall be paid on the  
45       basis of base hourly rate applicable to the employee's normal daily work shift; provided,  
46       however, that should an employee's normal daily work shift increase or decrease subsequent to  
47       an accumulation of days of leave, leave benefits will be paid in accordance with the employee's

normal daily work shift at the time the leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

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

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

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

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

1. Employers must allow the use of accrued sick leave under the following conditions:
  - A. An employee's mental or physical illness, disability, injury, or health condition that has incapacitated the employee from performing required duties; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
  - B. By reason of exposure of the employee to a contagious disease when the employee's presence at work would jeopardize the health of others.
  - C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason.
  - D. To allow an employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
  - E. For family care emergencies per WAC 357-31-290, 357-31-295, 357-31-300 and 357-31-305.
  - F. When an employee is required to be absent from work to care for members of the employee's household or relatives of the employee or relatives of the employee's spouse/registered domestic partner who experience an illness or injury, not including situations covered by subsection (1)(d) of this section.
    1. The employer must approve up to five (5) days of accumulated sick leave each occurrence. Employers may approve more than five (5) days.
    2. For purposes of this subsection, "relatives" is limited to spouse, registered domestic partner, child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; grandchild, grandparent or parent, including A biological, adoptive, de facto,

or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; A sibling. RCW 49.46.210

- G. When requested as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under Title 50A RCW as provided in WAC 357-31-248. Leave taken under this subsection may be subject to verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW.
  - H. If the employee or the employee's family member, as defined in chapter WAC 357-01, is a victim of domestic violence, sexual assault or stalking as defined in RCW 49.76.020. An employer may require the request for leave under this section be supported by verification in accordance with WAC 357-31-730.
  - I. In accordance with WAC 357-31-373, for an employee to be with a spouse or registered domestic partner who is a member of the armed forces of the United States, National Guard, or reserves after the military spouse or registered domestic partner has been notified of an impending call or order to active duty, before deployment, or when the military spouse or registered domestic partner is on leave from deployment.
  - J. When an employee requests to use sick leave for the purpose of parental leave to bond with a newborn, adoptive or foster child for a period up to eighteen weeks. Sick leave for this purpose must be taken during the first year following the child's birth or placement.
  - K. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason RCW 49.46.210.
  - L. For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA).
2. Employers may allow the use of accrued sick leave under the following conditions:
- A. For condolence or bereavement.
  - B. When an employee is unable to report to work due to inclement weather in accordance with the employer's policy on inclement weather as described in WAC 357-31-255;
  - C. To bond with a newborn, adoptive or foster child for a period beyond eighteen weeks as allowed in subsection (1)(i) of this section. Sick leave for this purpose must be taken during the first year following the child's birth or placement. The total amount of sick leave allowed to be used, beyond subsection (1)(i) of this section must be addressed in the employer's leave policy in accordance with WAC 357-31-100; **or**
  - D. When a child is a family member of an employee or member of an employee's household and the child's school or place of care has been closed while proclamation 20-05, issued February 29, 2020, by the governor and declaring an emergency in the state of Washington, or any amendment thereto, is in effect.

The employer may require medical verification or certification of the reason for sick leave use in accordance with the employer's leave policy and in compliance with chapter 296-128 WAC.

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

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

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

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

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

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

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

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

It is the employee's responsibility to check with the District as to the status of their leave balance.

#### **Section 9.1.3. Transfer of Sick Leave Benefits.**

Employees who have accrued sick leave while employed by another Public School District in the State of Washington, shall be given credit for such accrued sick leave upon employment by the District.

#### **Section 9.1.4. Sick Leave Cash-Out.**

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



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

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

#### **Section 9.1.5. Sick Leave Sharing.**

All voluntary leave sharing shall be in strict compliance with current RCW 41.4650-41.04.665 and Omak School District Policy No. 5406.

- A. Right to Donate: Employees may donate annual or sick leave to a fellow employee or fellow state employee who is suffering from or has a relative or household member who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition; a fellow employee or fellow state employee who is a victim of domestic violence, sexual assault, or stalking; or a fellow employee or fellow state employee who has been called to service in the uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment.
- B. Minimum Accumulation: An employee who has an accrued sick leave balance of more than twenty-two (22) days may donate such leave.
- C. Maximum Donation: Employees are allowed to grant up to six (6) days during any twelve (12) month period.
- D. Limits: Employees cannot donate sick leave days that would result in their sick leave account going below twenty-two (22) days.
- E. Status of Leave Employees: While an employee is on leave under this section, he/she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave.
- F. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors in accordance with the law.
- G. An employee may maintain up to forty (40) hours of applicable leave in reserve and may not be required to deplete all leave to qualify for shared leave.
- H. Employees shall have access to intermittent and nonconsecutive use of shared leave, so long as the leave has not been returned under Section 9.1.5. (F)



1 **Section 9.2. Leave for Bereavement.**

2 Each employee shall be entitled to a maximum of five (5) days leave with pay, per occurrence, for  
3 absence caused by death in the immediate family of the employee or spouse.  
4

5 Immediate family of the employee is to be defined as: spouse, mother, father, sister, brother, children,  
6 in-laws (brother, sister, mother, father, daughter, and son), aunt, uncle, niece, nephew, cousin,  
7 significant other or his/her family, grandparents, grandchildren, step, and foster family.  
8

9 Up to two days of this leave can be used to attend the funeral of anyone outside the immediate family,  
10 in the local community, providing further that not more than two (2) employees in any one (1) school  
11 building or teaching unit shall be authorized such leave at the same time without the approval of the  
12 immediate Supervisor/Building Administrator.  
13

14 **Section 9.3. Maternity Leave.**

15 Upon application therefore, the District shall grant maternity leave for the purpose of giving childbirth.  
16 Such leave shall commence at such time as the employee and her medical advisor deem necessary. The  
17 application for maternity leave shall be in writing and be delivered to the District at least thirty (30)  
18 days prior to the commencement of said leave. The application shall include a statement as to the  
19 expected date of the return of employment and within thirty (30) days after childbirth, the employee  
20 shall inform the District of the specific day when she shall return to work. An employee requesting  
21 maternity leave may request and utilize accumulated paid leave or may request that maternity leave be  
22 a leave of absence without pay during the period of absence. The period of absence for maternity to  
23 which the employee is entitled is that period of time which the attending physician certifies as being  
24 necessary for childbearing and recovery.  
25

26 **Section 9.3.1. Paternity Leave.**

27 Upon application therefore, the District shall grant a paternity leave of five (5) workdays for the  
28 purpose of receiving a new natural or adoptive child. Such leave shall commence at such time  
29 as the employee deems necessary. The application shall be in writing and be delivered at least  
30 thirty (30) days prior to the commencement of said leave. The employee requesting paternity  
31 leave may request and utilize accumulated sick leave or may request that paternity leave be a  
32 leave of absence without pay.  
33

34 **Section 9.3.2. Parental Leave:**

35 Employers must grant parental leave to employees for purposes of:

- 36 (a) The birth and care of a newborn child of the employee; or  
37 (b) Placement of a minor/dependent child with the employee for adoption or foster care.

38 Parental leave must be taken during the first year following the child's birth or placement of the  
39 minor/dependent child with the employee for adoption or foster care.  
40

41 Only employees who have worked for the state for at least twelve (12) months and for at least  
42 one thousand two hundred fifty (1250) hours during the previous twelve (12) month period  
43 qualify for parental leave. Employees are entitled to request six months of parental leave for the  
44 purposes specified WAC 357-31-460. Employers may only deny requests for that portion of the  
45 parental leave that exceeds the provisions of WAC 357-31-525. The only basis for denial is  
46 operational necessity. Employers may approve requests for more than six (6) months of  
47 parental leave.  
48

1 The employee must submit a written request for parental leave in accordance with the  
2 employer's leave policy. The employee must provide not less than thirty days' notice, except  
3 when a child's birth or placement requires leave to begin in less than thirty days, in which case  
4 the employee must provide notice as soon as is practicable.

#### 5 6 **Section 9.4. Judicial Leave.**

7 In the event an employee is summoned to serve as a juror or appear as a witness in court for the  
8 District, or is named as a codefendant with the District, such employee shall receive a normal day's  
9 pay for each day of required presence in court. In the event that an employee is a party in a court  
10 action, such employee may request the appropriate leave. The employee will provide a copy of the jury  
11 summons to the District upon return from jury duty.

#### 12 13 **Section 9.5. Leave of Absence.**

##### 14 15 **Section 9.5.1.**

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

##### 21 22 **Section 9.5.2.**

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

##### 31 32 **Section 9.5.3.**

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

#### 36 37 **Section 9.6. Personal Leave.**

38 Twelve (12) month employees shall be granted six (6) days of personal leave per year with pay, with  
39 the prior approval of the supervisor and/or Superintendent.

40  
41 Less than twelve (12) month employees shall be granted five (5) days of personal leave per year with  
42 pay.

43  
44 An employee may not carry forward personal leave to the following year. An employee may choose to  
45 cash-out unused personal leave days at their current rate of pay in June.

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

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

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

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

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

The District shall insure the following provisions:

- A. Maintain the employee's full insurance benefits during the duration of Family Leave.
- B. Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on unpaid Family Leave.
- C. Grant the employee his/her previous position or equivalent position and pay upon return from Family Leave.
- D. Maintain any employee benefits that accrued prior to the start of Family Leave.

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

#### **Section 9.8. Washington State Paid Family and Medical Leave (PFML).**

1. The District and Association will comply with the provisions of RCW.50A.04 (PFML)
2. This leave is not administered by the District, but by Washington's Employment Security Department. The information in this section is for case of reference only. Specific obligations and limitations are contained within the law.

3. To be eligible for this leave, employees must have worked a minimum of 820 hours within the qualifying time period as outlined in the law.
4. Employees may not use this leave in conjunction with accrued leave, but it is the sole choice of the employee as to the order such leave shall be utilized.
5. The District shall pay its portion of the premium, as required by law.
6. The District shall maintain the employee's health coverage for the duration of PFML (per SEBB eligibility rules) and any employment benefits that accrued prior to the start of PFML.

#### **Section 9.9. Leave Without Pay.**

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

#### **Section 9.10. Additional Leaves**

Qualified employees will receive the following leaves as provided by federal, state and/or district policy. Leaves shall be unpaid unless otherwise stated.

- Domestic Violence Leave - RCW 49.76.030
- Military Leave - WAC 357.31.370,373
- Faith and Conscience Leave - WAC 357-31-052
- Civic Duty Leave - WAC 357.31.326

All leave of absence requests must be requested in writing to the Human Resources Department.

## **ARTICLE X**

### **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

#### **Section 10.1. Hire Date and Seniority Date.**

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

##### **Section 10.1.1.**

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

#### **Section 10.2. Probationary Status.**

New employees shall be placed on a ninety (90) workday probationary period. No later than the end of the initial ninety (90) workday probationary period, the employee shall receive an evaluation. Upon mutual agreement between the District and the Union, the initial probationary period may be extended an additional forty (40) workdays. During this probationary period, the District may terminate the employment of such employee at its discretion. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement. A probationary employee may not transfer into another classification without Superintendent's approval.

**Section 10.3. End of Probationary Period.**

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

**Section 10.4. Loss of Seniority Rights.**

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

- A. Resignation.
- B. Discharge for justifiable cause.
- C. Retirement.
- D. Employees in layoff status in excess of two (2) years.
- E. Service outside the bargaining unit including as a supervisor in excess of six (6) months.

**Section 10.5. No Loss of Seniority Rights.**

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.
- D. Time spent in layoff status less than two (2) years as hereinafter provided in Section 10.11.

**Section 10.6. Seniority Rights Within Job Classifications.**

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. Seniority Preference for Shift Selection, Vacations and Special Services.**

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. Out of Classification Selection.**

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. Classification Changes.**

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.

1       **Section 10.8.1. Classification Changes - Hourly Rate.**

2       Employees who change positions within their classification shall receive credit for each  
3       previous year of service for step placement on Schedule A. Employees who change job  
4       classifications will be placed at their longevity step on Schedule A.

5  
6       **Section 10.9. Postings.**

7       The District shall publicize within the bargaining unit, by written posting for three (3) workdays, the  
8       availability of new or open positions as soon as is practicable after the District is apprised of the  
9       opening. The District shall fill a position within twenty (20) workdays of the date of posting.

10  
11       **Section 10.9.1. Additional Hours/Loss of Hours.**

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

14  
15       **Section 10.9.2. Bumping.**

16       Whenever a classified employee's position is terminated, or an employee is laid off, that  
17       employee shall have the right to "bump" an employee with less seniority within the same job  
18       classification, even if that employee has more hours. During the school year the bumping  
19       process shall occur within ten (10) workdays from the notice of termination or being laid off.

20  
21       **Section 10.9.3. Para-Educator Bumping Rights.**

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

25  
26       **Section 10.9.4. Internal Transfers.**

27       Internal transfers shall be limited to two (2) per school year unless such a transfer is agreed  
28       upon by the employee and District.

29  
30       **Section 10.10. Layoffs.**

31       In the event of a layoff, employees so affected shall be placed on a reemployment list maintained by  
32       the District. Such employees are to have first consideration, except as provided in Sections 10.7. and  
33       10.9. in filling any full-time, part-time, or temporary opening for which they are reasonably qualified  
34       in reverse order of layoff (last laid off, first to be considered). The names shall remain on the  
35       reemployment list for two (2) years. An employee in layoff status who works ninety (90) days or more  
36       in a school year shall be given credit to extend layoff by one (1) more year. Original seniority dates in  
37       effect at the time of layoff shall remain. An employee in layoff status who does not work ninety (90)  
38       days in a school year will not have their layoff extended and will be dropped from the re-employment  
39       list after two (2) years.

40  
41       **Section 10.10.1.**

42       Employees on layoff status shall have preferential status for substitute work within any  
43       classification the employee is qualified.

44  
45       **Section 10.11. Re-Employment Consideration.**

46       An employee on layoff status who wishes to be reemployed shall file their current address and phone  
47       number, in writing, with the personnel office of the District. The employee shall promptly advise the



District, in writing, of any change of address. Failure to comply with this section shall result in the employee being immediately dropped from reemployment consideration.

**Section 10.12. Forfeiture of Rights.**

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

**Section 10.13. Summer Employment.**

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

- A. The summer employment offered must be work covered by this collective bargaining agreement.
- B. The association president will be notified of the summer work.
- C. All employees who wish to be considered for summer work shall submit an e-mail or a letter of interest for the position to District Administration.
- D. The District will identify which employees, by seniority, the District wishes to work over the summer months and for how long.
- E. If the District offers a position and the position is not accepted, the employee shall be dropped from consideration for the summer.

**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1. Representation.**

An employee shall be entitled to have present a representative of the Association during a disciplinary meeting. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present or within two school days, whichever occurs first. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

**Section 11.2. Just Cause.**

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

**Section 11.3. Reprimand.**

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

**Section 11.4. Progressive Discipline.**

Steps shall normally be as follows:

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



- 1 Step 1: Written Warning.  
2 Step 2: Written Reprimand.  
3 Step 3: Suspension (either short term or long term).  
4 Step 4: Recommendation for discharge from employment.  
5

6 **Section 11.5. Justifiable Cause.**

7 The issue of justifiable cause as it pertains to this ARTICLE shall be resolved in accordance with the  
8 grievance procedure contained herein.  
9

10 **Section 11.6. Notice of Discharge.**

11 The District will give employees at least two (2) weeks' notice of intention to discharge or layoff, if  
12 possible.  
13  
14  
15

16 **ARTICLE XII**

17 **INSURANCE**  
18  
19

20 **Section 12.1. Insurance.**

21 The District shall provide qualified employees with insurance benefits, beginning January 2020, that  
22 align with the rules and regulations set by the SEBB (School Employee Benefits Board).  
23

24 *A. Availability:*

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

32 *B. Benefits:*

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

38 *C. Premiums:*

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

42 *D. Benefit Termination:*

43 Any employee eligible for SEBB who terminates employment shall be entitled to receive the  
44 District insurance contribution for the remainder of the calendar month in which the  
45 contribution is effective. In cases where employees eligible for SEBB separate after completion  
46 of the employee's full contract obligation (i.e., the end of the employee's work year as it aligns  
47 with the student school year in June) the District will report the resignation as of August 31 and  
48 continue such benefits provided the employee states their resignation date August 31.

*E. Implementation Issues:*

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

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

**Section 12.1.1. Extended Medical Benefits for Disabled Employees.**

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. SEBB Insurance Plans.**

The District agrees to provide timely information about SEBB insurance plans to eligible employees at each open enrollment period.

**Section 12.1.3. Optional Insurance Plans.**

The employer agrees to provide timely information to all eligible employees, the following optional insurance plans during the open enrollment period: cancer and VEBA (Voluntary Employees Benefits Association).

**Section 12.2. Liability Insurance.**

The District shall provide tort liability insurance for all employees.

**ARTICLE XIII**

**ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 13.1. Association Membership.**

The employees shall have the right of self-organization, to legally assist employee's organizing and to bargain collectively. The parties recognize that an employee has the option of declining to join as a member in the Association. Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of the Association in good standing, shall maintain his/her membership in the Association during the term of this Agreement unless membership is revoked through written request to Public School Employees of Washington/SEIU Local 1948.

**Section 13.2. New Hire Notification to PSE.**

The District will provide PSE electronic notification of the name, address, phone number, classification, job title, work location and work email address of all newly hired bargaining unit employees at least seven (7) workdays before they begin their first day on the job.

**Section 13.3. Authorizations and Revocations.**

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School

Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to PSE.

Upon receiving notice of the employee's authorization from Public School Employees of Washington /SEIU Local 1948 (PSE), the employer shall deduct from the employee's salary membership dues and remit the amounts to PSE, by the first Monday following payroll.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to PSE. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

#### **Section 13.4. Voluntary Political Action.**

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

The District shall deduct PSE dues, and/or voluntary political contributions from the pay of any employee who authorizes such deductions as described in Section 13.3.1. pursuant to RCW 41.56.110 (1) and shall comply with all Washington State RCW and WAC laws regarding payroll deductions and political contributions. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. The District shall deduct local dues as established by the local PSE chapter.

#### **Section 13.4.1.**

The District agrees to accept dues authorizations via paper forms, voice authorization or by E-signature in accordance with "E-Sign. PSE will provide a list of those members who have agreed to union membership directly with the Association via any of the above methods. In addition, upon request, access will be given to the District to the .wav files associated with the voice authorization. PSE shall be the custodian of the records related to dues authorizations and agree that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

#### **Section 13.5. District Held Harmless.**

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

**Section 13.6. PSE Regular Dues Check Off.**

The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received by the first Monday following payroll. Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment every month and include membership status changes.

**Section 13.7. Information to PSE Membership Department.**

The District will provide the Public School Employees of Washington/SEIU Local 1948 a quarterly bargaining unit list transmitted electronically to [membership@pseofwa.org](mailto:membership@pseofwa.org) and chapter President, containing every bargaining unit employee's: name; employee number; classification; job title; work location; address; work phone; work e-mail address; hourly rate of pay; hours worked; gross pay; union dues paid; and language preference. The District will provide the Association President a list of employees by seniority and classification upon request.

**ARTICLE XIV**

**GRIEVANCE PROCEDURE**

**Section 14.1. Purpose.**

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

**Section 14.2. Grievance Steps.**

**Section 14.2.1. Step 1. Informal Level – Submission of Grievance to Supervisor.**

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

**Section 14.2.2. Step 2. Formal Level – Written Submission of Grievance to Supervisor.**

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

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

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

6  
7 **Section 14.2.3. Step 3. Superintendent Level.**

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

15  
16 **Section 14.2.4. Step 4. Arbitration Level.**

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

22  
23 **Section 14.2.5. Arbitration Expenses.**

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

26  
27  
28  
29 **ARTICLE XV**

30  
31 **TRANSFER OF PREVIOUS EXPERIENCE**

32  
33 **Section 15.1. Washington School District Experience.**

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

42  
43 **Section 15.1.1. Consideration of Prior Non-School District Experience.**

44 New employees with similar job experience, but not school district experience shall be allowed  
45 to provide proof of prior work experience to be considered for placement on a higher wage step  
46 on Schedule A. This proof of experience must be submitted to the District Office within thirty  
47 (30) workdays of the hire date. The District will make the determination and will inform the  
48 employee and the Union of their decision. The necessary documentation required for the

employee to provide proof of prior work experience shall be given to the new hire as part of their orientation. If the District's decision is movement to a higher wage step, the higher wage step shall be retroactive to the date of hire. The prior work experience form shall be attached to this contract.

## ARTICLE XVI

### SALARIES AND EMPLOYEE COMPENSATION

#### **Section 16.1. Employee Compensation.**

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

#### **Section 16.2. Salary Schedule.**

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

##### **Section 16.2.1. Term of Schedule A.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of ARTICLE XVII, Section 17.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

For the following school years, all steps on Schedule A will be increased by the following:

- 2023-2024 School Year: Increase nine percent (9.0%).
- 2024-2025 School Year: Increase four percent (4.0%) or IPD, whichever is greater.
- 2025-2026 School Year: Increase four percent (4.0%) or IPD, whichever is greater.
- 2026-2027 School Year: IPD (Implicit Price Deflator).

##### **Section 16.2.2. Retroactive Pay.**

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

#### **Section 16.3. Step Movement.**

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

#### **Section 16.4. Qualification for Step Movement.**

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



1 **Section 16.5. Pay Schedule.**

2 All employees shall receive pay on a twelve (12) month basis and shall be paid on the last workday of  
3 each month beginning each September based on each employee's established regular schedule for the  
4 school year.

5  
6 **Section 16.5.1. Monthly Schedule Adjustments.**

7 Any additions or reductions to the regular scheduled work hours as recorded on the monthly  
8 timesheet will be made in a paycheck in the month following the month in which the changes  
9 took place. All employees shall receive compensation via electronic direct deposit to their  
10 choice of bank or credit union.

11  
12 **Section 16.5.2. Additional Time.**

13 In the event that an employee is working additional time of thirty (30) minutes or more for  
14 thirty (30) days or more the employee may request a meeting with the supervisor to discuss the  
15 increased hours.

16  
17 **Section 16.6. Longevity Payments.**

18 The following longevity payment will be made to qualifying employees:

- 19 1. At the completion of the fifteenth (15<sup>th</sup>) year of the employee's employment with the district  
20 and every year thereafter, an employee's wages shall be increased by fifty cents (\$0.50) to the  
21 employee's last hourly wage.
- 22 2. At the completion of the twentieth (20<sup>th</sup>) year of the employee's employment with the district  
23 and every year thereafter, an employee's wages shall be increased by seventy-five cents (\$0.75)  
24 to the employee's last hourly wage.
- 25 3. At the completion of the twenty-fourth (24<sup>th</sup>) year of the employee's employment with the  
26 district and every year thereafter, an employee's wages shall be increased by one dollar (\$1.00)  
27 to the employee's last hourly wage.

28  
29 **Section 16.7. Physical Examination Fees.**

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

35  
36 **Section 16.8. Drivers CDL Reimbursement.**

37 The District shall fund the difference between the driver's regular license renewal and their CDL  
38 renewal cost. Drivers must turn in a receipt to the District office for reimbursement.

39  
40 **Section 16.9. Chemical License Fees.**

41 The employer will pay the license fees for employees required by the District to apply chemicals. The  
42 employee agrees to keep the license current.

43  
44 **Section 16.10. Food Handlers Permit.**

45 The employer shall pay the fee for the current food service employee's food handlers permits.  
46



1 **Section 16.11. Compensation for Orientation Meetings and Training.**

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

7  
8 **Section 16.11.1. Training Fees.**

9 The District shall pay for any fees, tuitions, and other required expenses for any courses or  
10 examinations covered in the preceding section. This and the preceding section shall apply to  
11 employees in all classifications.

12  
13 **Section 16.12. Bi-Lingual Employee Compensation.**

14 Bi-lingual employees asked to support translation services by the school administrator/designee during  
15 Parent/Teacher Conferences or other times will be compensated an additional dollar (\$1.00) over their  
16 base pay.

17  
18 **Section 16.13. Life Skills Para.**

19 Paraeducators hired to perform special duty functions will receive compensation of an additional one  
20 dollar (\$1.00) per hour. Special duty functions may include catheterization, personal hygiene functions,  
21 toileting, specialized medical procedures, sexual behaviors, aggressive physical behaviors that may put  
22 the employee in danger of physical harm or other behavior that requires constant supervision, and other  
23 areas as identified by the Special Education Department supervisor that exceed general para educator  
24 duties.

25  
26  
27  
28 **ARTICLE XVII**

29  
30 **VOCATIONAL TRAINING**

31  
32 **Section 17.1. Professional Development for Classified Employees.**

33 In collaboration with their immediate supervisor, members shall be provided professional development  
34 opportunities as funding allows. Approved expenses incurred as a result of the professional  
35 development will be reimbursed as provided in board policy.

36  
37 **Section 17.2. Paraprofessional Responsibilities.**

38 The School District will provide support and appropriate funding as prescribed by law and OSPI.

39  
40 ***District Responsibilities:***

- 41 1. Provide two (2) days (fourteen [14] hours) of training to meet the requirements of PESB in the  
42 General Paraeducator Certificate for all current paraeducators.  
43 2. Arrange four (4) days (twenty-eight [28] hours) of training for new hires, within the first year  
44 of employment, to meet the requirements of PESB in the Fundamental Course of Study (FCS).  
45 3. Provide training throughout the school year, to include but not limited to, early release days,  
46 professional days, and during conferences when possible.  
47 4. Will make every effort to communicate to paraeducators at least two (2) days in advance when  
48 trainings will be offered.

***Paraeducator Responsibilities:***

1. Register for and participate in courses provided by the District.
2. Maintain records of training, including course completion certificates.
3. Use the e-certification system to enter the completion of the Paraeducator Certificates. (No information is entered into e-cert until the FCS is completed, i.e., all twenty-eight [28] hours.)
4. Complete fourteen (14) hours of district provided training each year towards the Paraeducator Certificates.
5. If there are any legislature impacts to the paraeducator training or the completion of the Paraeducator Certificates, the District and PSE agree to bargain the legislative impact.

**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1. Term of Agreement.**

The term of this Agreement shall be September 1, 2023 through August 31, 2027.

**Section 18.2. Provisions.**

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

**Section 18.3. Openers.**

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

**Section 18.3.1.**

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

**Section 18.4. Validity.**

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

**Section 18.5. Confliction with State or Federal Statutes.**

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

**Section 18.6. Conflicting Provisions.**

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

**Section 18.7. Site-Based Management.**

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

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

OMAK CHAPTER

BY: /Signed by Michelle Lechuga/  
Michelle Lechuga, Chapter President

DATE: /July 26, 2023/

OMAK SCHOOL DISTRICT #19

BY: /Signed by Michael Porter/  
Michael Porter, Superintendent

BY: /Signed by Dennis Carlton/  
School Board Chairman

SCHEDULE A								
OMAK SCHOOL DISTRICT								
SEPTEMBER 1, 2023 - AUGUST 31, 2024								
	Year	Year	Years	Years	Years	Years	Years	Years
	1	2	3-4	5-9	10-14	15-19	20-24	25+
<b><u>Para-Educators</u></b>								
Para's	\$ 19.29	\$ 20.84	\$ 21.60	\$ 22.01	\$ 22.37	\$ 22.75	\$ 23.35	\$ 23.92
Life Skills Para	\$ 20.29	\$ 21.84	\$ 22.60	\$ 23.01	\$ 23.37	\$ 23.75	\$ 24.35	\$ 24.92
Media Service Spec	\$ 19.94	\$ 21.56	\$ 22.33	\$ 22.75	\$ 23.12	\$ 23.54	\$ 24.13	\$ 24.74
Family Service Spec	\$ 21.04	\$ 22.73	\$ 23.55	\$ 23.99	\$ 24.41	\$ 24.82	\$ 25.45	\$ 26.09
Computer Lab Spec	\$ 19.94	\$ 21.56	\$ 22.33	\$ 22.75	\$ 23.12	\$ 23.54	\$ 24.13	\$ 24.74
Student Services Spec	\$ 19.94	\$ 21.56	\$ 22.33	\$ 22.75	\$ 23.12	\$ 23.54	\$ 24.13	\$ 24.74
SLPA/FSS w/ Degree	\$ 27.61	\$ 29.81	\$ 30.93	\$ 31.48	\$ 32.04	\$ 32.57	\$ 33.41	\$ 34.25
SLPA/FSS w/ Cert	\$ 22.76	\$ 24.58	\$ 25.49	\$ 25.95	\$ 26.40	\$ 26.87	\$ 27.53	\$ 28.23
ECEAP Para	\$ 20.06	\$ 21.66	\$ 22.46	\$ 22.86	\$ 23.26	\$ 23.68	\$ 24.27	\$ 24.88
ECEAP Lead Teacher w/BA	\$ 30.97	\$ 31.60	\$ 32.23	\$ 32.88	\$ 33.53	\$ 34.20	\$ 34.88	\$ 35.77
ECEAP Lead Teacher w/AA	\$ 25.59	\$ 27.63	\$ 28.66	\$ 29.18	\$ 29.69	\$ 30.19	\$ 30.96	\$ 31.75
Sign Language Interpreter	\$ 26.27	\$ 28.36	\$ 29.41	\$ 29.94	\$ 30.47	\$ 31.00	\$ 31.77	\$ 32.56
OT/PT Aide	\$ 22.76	\$ 24.58	\$ 25.49	\$ 25.95	\$ 26.40	\$ 26.87	\$ 27.53	\$ 28.23
Bilingual Records Clerk	\$ 20.98	\$ 22.66	\$ 23.49	\$ 23.92	\$ 24.33	\$ 24.74	\$ 25.37	\$ 26.00
Nurse Assistant	\$ 21.48	\$ 23.20	\$ 24.05	\$ 24.49	\$ 24.91	\$ 25.33	\$ 25.98	\$ 26.62
<b><u>JOM/Title VII</u></b>								
Para's	\$ 19.29	\$ 20.84	\$ 21.60	\$ 22.01	\$ 22.37	\$ 22.75	\$ 23.35	\$ 23.92
<b><u>Transportation</u></b>								
Bus Drivers	\$ 24.03	\$ 25.95	\$ 26.93	\$ 27.40	\$ 27.88	\$ 28.35	\$ 29.07	\$ 29.81
Mechanics	\$ 27.46	\$ 29.66	\$ 30.76	\$ 31.33	\$ 31.86	\$ 32.38	\$ 33.24	\$ 34.06
Mechanics Helper	\$ 22.65	\$ 24.44	\$ 25.36	\$ 25.81	\$ 26.26	\$ 26.72	\$ 27.40	\$ 28.09
Driver Trainer	\$ 26.33	\$ 28.33	\$ 29.33	\$ 29.82	\$ 30.34	\$ 30.81	\$ 31.56	\$ 32.34
<b><u>Food Service</u></b>								
Cook	\$ 22.01	\$ 23.76	\$ 24.64	\$ 25.08	\$ 25.54	\$ 25.96	\$ 26.62	\$ 27.30
Assistant Cook	\$ 19.39	\$ 20.95	\$ 21.72	\$ 22.11	\$ 22.49	\$ 22.90	\$ 23.48	\$ 24.07
Food Service Helper / Cashier	\$ 18.54	\$ 20.00	\$ 20.77	\$ 21.12	\$ 21.49	\$ 21.86	\$ 22.42	\$ 22.97
<b><u>Custodial</u></b>								
Custodian	\$ 20.90	\$ 22.59	\$ 23.41	\$ 23.84	\$ 24.24	\$ 24.67	\$ 25.29	\$ 25.93
Lead Custodian	\$ 22.03	\$ 23.78	\$ 24.67	\$ 25.11	\$ 25.55	\$ 26.01	\$ 26.65	\$ 27.33
<b><u>Maintenance/Groundskeeping</u></b>								
Maintenance	\$ 24.94	\$ 26.94	\$ 27.93	\$ 28.42	\$ 28.94	\$ 29.44	\$ 30.19	\$ 30.92
Maintenance / Groundskeeper	\$ 22.55	\$ 24.36	\$ 25.24	\$ 25.71	\$ 26.15	\$ 26.60	\$ 27.27	\$ 27.95
HVAC Technician / Maintenance	\$ 31.41	\$ 33.94	\$ 35.20	\$ 35.82	\$ 36.44	\$ 37.07	\$ 38.02	\$ 38.95
<b><u>Professional Technical</u></b>								
PAC Technician	\$ 33.38	\$ 36.06	\$ 37.38	\$ 38.07	\$ 38.73	\$ 39.40	\$ 40.40	\$ 41.41

SCHEDULE A								
OMAK SCHOOL DISTRICT								
SEPTEMBER 1, 2024 - AUGUST 31, 2025								
	Year	Year	Years	Years	Years	Years	Years	Years
	1	2	3-4	5-9	10-14	15-19	20-24	25+
<u>Para-Educators</u>								
Para's	\$ 20.06	\$ 21.67	\$ 22.46	\$ 22.88	\$ 23.27	\$ 23.66	\$ 24.28	\$ 24.88
Life Skills Para	\$ 21.06	\$ 22.67	\$ 23.46	\$ 23.88	\$ 24.27	\$ 24.66	\$ 25.28	\$ 25.88
Media Service Spec	\$ 20.74	\$ 22.42	\$ 23.23	\$ 23.66	\$ 24.05	\$ 24.48	\$ 25.09	\$ 25.73
Family Service Spec	\$ 21.88	\$ 23.64	\$ 24.49	\$ 24.94	\$ 25.38	\$ 25.81	\$ 26.47	\$ 27.13
Computer Lab Spec	\$ 20.74	\$ 22.42	\$ 23.23	\$ 23.66	\$ 24.05	\$ 24.48	\$ 25.09	\$ 25.73
Student Services Spec	\$ 20.74	\$ 22.42	\$ 23.23	\$ 23.66	\$ 24.05	\$ 24.48	\$ 25.09	\$ 25.73
SLPA/FSS w/ Degree	\$ 28.71	\$ 31.00	\$ 32.16	\$ 32.74	\$ 33.32	\$ 33.87	\$ 34.74	\$ 35.62
SLPA/FSS w/ Cert	\$ 23.67	\$ 25.56	\$ 26.51	\$ 26.99	\$ 27.45	\$ 27.94	\$ 28.64	\$ 29.36
ECEAP Para	\$ 20.86	\$ 22.52	\$ 23.36	\$ 23.78	\$ 24.19	\$ 24.63	\$ 25.24	\$ 25.87
ECEAP Lead Teacher w/BA	\$ 32.21	\$ 32.87	\$ 33.52	\$ 34.20	\$ 34.87	\$ 35.57	\$ 36.27	\$ 37.20
ECEAP Lead Teacher w/AA	\$ 26.61	\$ 28.73	\$ 29.81	\$ 30.34	\$ 30.88	\$ 31.39	\$ 32.20	\$ 33.01
Sign Language Interpreter	\$ 27.32	\$ 29.49	\$ 30.59	\$ 31.14	\$ 31.69	\$ 32.24	\$ 33.04	\$ 33.86
OT/PT Aide	\$ 23.67	\$ 25.56	\$ 26.51	\$ 26.99	\$ 27.45	\$ 27.94	\$ 28.64	\$ 29.36
Bilingual Records Clerk	\$ 21.82	\$ 23.57	\$ 24.43	\$ 24.88	\$ 25.30	\$ 25.73	\$ 26.39	\$ 27.04
Nurse Assistant	\$ 22.34	\$ 24.13	\$ 25.01	\$ 25.47	\$ 25.91	\$ 26.34	\$ 27.02	\$ 27.68
<u>JOM/Title VII</u>								
Para's	\$ 20.06	\$ 21.67	\$ 22.46	\$ 22.88	\$ 23.27	\$ 23.66	\$ 24.28	\$ 24.88
<u>Transportation</u>								
Bus Drivers	\$ 24.99	\$ 26.99	\$ 28.00	\$ 28.49	\$ 28.99	\$ 29.48	\$ 30.24	\$ 31.00
Mechanics	\$ 28.56	\$ 30.85	\$ 31.99	\$ 32.59	\$ 33.14	\$ 33.68	\$ 34.57	\$ 35.43
Mechanics Helper	\$ 23.56	\$ 25.42	\$ 26.38	\$ 26.85	\$ 27.31	\$ 27.79	\$ 28.50	\$ 29.22
Driver Trainer	\$ 27.38	\$ 29.46	\$ 30.50	\$ 31.01	\$ 31.55	\$ 32.04	\$ 32.82	\$ 33.63
<u>Food Service</u>								
Cook	\$ 22.89	\$ 24.71	\$ 25.62	\$ 26.09	\$ 26.56	\$ 27.00	\$ 27.68	\$ 28.39
Assistant Cook	\$ 20.17	\$ 21.80	\$ 22.60	\$ 23.00	\$ 23.40	\$ 23.82	\$ 24.42	\$ 25.04
Food Service Helper / Cashier	\$ 19.28	\$ 20.80	\$ 21.60	\$ 21.97	\$ 22.35	\$ 22.73	\$ 23.32	\$ 23.88
<u>Custodial</u>								
Custodian	\$ 21.74	\$ 23.50	\$ 24.35	\$ 24.80	\$ 25.21	\$ 25.66	\$ 26.30	\$ 26.97
Lead Custodian	\$ 22.91	\$ 24.73	\$ 25.66	\$ 26.12	\$ 26.57	\$ 27.05	\$ 27.72	\$ 28.42
<u>Maintenance/Groundskeeping</u>								
Maintenance	\$ 25.94	\$ 28.02	\$ 29.05	\$ 29.56	\$ 30.10	\$ 30.62	\$ 31.40	\$ 32.16
Maintenance / Groundskeeper	\$ 23.45	\$ 25.33	\$ 26.25	\$ 26.74	\$ 27.20	\$ 27.66	\$ 28.36	\$ 29.07
HVAC Technician / Maintenance	\$ 32.67	\$ 35.30	\$ 36.61	\$ 37.26	\$ 37.90	\$ 38.56	\$ 39.54	\$ 40.52
<u>Professional Technical</u>								
PAC Technician	\$ 34.72	\$ 37.50	\$ 38.88	\$ 39.60	\$ 40.28	\$ 40.98	\$ 42.02	\$ 43.07

SCHEDULE A								
OMAK SCHOOL DISTRICT								
SEPTEMBER 1, 2025 - AUGUST 31, 2026								
	Year	Year	Years	Years	Years	Years	Years	Years
	1	2	3-4	5-9	10-14	15-19	20-24	25+
<u>Para-Educators</u>								
Para's	\$ 20.86	\$ 22.53	\$ 23.36	\$ 23.80	\$ 24.19	\$ 24.61	\$ 25.25	\$ 25.87
Life Skills Para	\$ 21.86	\$ 23.53	\$ 24.36	\$ 24.80	\$ 25.19	\$ 25.61	\$ 26.25	\$ 26.87
Media Service Spec	\$ 21.57	\$ 23.32	\$ 24.16	\$ 24.61	\$ 25.01	\$ 25.46	\$ 26.10	\$ 26.76
Family Service Spec	\$ 22.76	\$ 24.59	\$ 25.48	\$ 25.95	\$ 26.40	\$ 26.85	\$ 27.53	\$ 28.22
Computer Lab Spec	\$ 21.57	\$ 23.32	\$ 24.16	\$ 24.61	\$ 25.01	\$ 25.46	\$ 26.10	\$ 26.76
Student Services Spec	\$ 21.57	\$ 23.32	\$ 24.16	\$ 24.61	\$ 25.01	\$ 25.46	\$ 26.10	\$ 26.76
SLPA/FSS w/ Degree	\$ 29.86	\$ 32.24	\$ 33.45	\$ 34.05	\$ 34.65	\$ 35.22	\$ 36.13	\$ 37.04
SLPA/FSS w/ Cert	\$ 24.62	\$ 26.59	\$ 27.58	\$ 28.07	\$ 28.55	\$ 29.06	\$ 29.79	\$ 30.53
ECEAP Para	\$ 21.69	\$ 23.42	\$ 24.29	\$ 24.72	\$ 25.15	\$ 25.61	\$ 26.24	\$ 26.90
ECEAP Lead Teacher w/BA	\$ 33.50	\$ 34.19	\$ 34.86	\$ 35.57	\$ 36.27	\$ 36.99	\$ 37.73	\$ 38.69
ECEAP Lead Teacher w/AA	\$ 27.67	\$ 29.88	\$ 30.99	\$ 31.55	\$ 32.11	\$ 32.64	\$ 33.48	\$ 34.33
Sign Language Interpreter	\$ 28.41	\$ 30.67	\$ 31.81	\$ 32.38	\$ 32.95	\$ 33.52	\$ 34.36	\$ 35.21
OT/PT Aide	\$ 24.62	\$ 26.59	\$ 27.58	\$ 28.07	\$ 28.55	\$ 29.06	\$ 29.79	\$ 30.53
Bilingual Records Clerk	\$ 22.69	\$ 24.51	\$ 25.40	\$ 25.87	\$ 26.31	\$ 26.75	\$ 27.44	\$ 28.12
Nurse Assistant	\$ 23.23	\$ 25.09	\$ 26.01	\$ 26.49	\$ 26.94	\$ 27.39	\$ 28.10	\$ 28.79
<u>JOM/Title VII</u>								
Para's	\$ 20.86	\$ 22.53	\$ 23.36	\$ 23.80	\$ 24.19	\$ 24.61	\$ 25.25	\$ 25.87
<u>Transportation</u>								
Bus Drivers	\$ 25.99	\$ 28.07	\$ 29.12	\$ 29.63	\$ 30.15	\$ 30.66	\$ 31.45	\$ 32.24
Mechanics	\$ 29.70	\$ 32.08	\$ 33.27	\$ 33.89	\$ 34.46	\$ 35.02	\$ 35.95	\$ 36.84
Mechanics Helper	\$ 24.50	\$ 26.44	\$ 27.43	\$ 27.92	\$ 28.40	\$ 28.90	\$ 29.63	\$ 30.38
Driver Trainer	\$ 28.48	\$ 30.65	\$ 31.73	\$ 32.26	\$ 32.81	\$ 33.33	\$ 34.14	\$ 34.98
<u>Food Service</u>								
Cook	\$ 23.81	\$ 25.70	\$ 26.65	\$ 27.13	\$ 27.63	\$ 28.09	\$ 28.80	\$ 29.54
Assistant Cook	\$ 20.98	\$ 22.67	\$ 23.50	\$ 23.92	\$ 24.34	\$ 24.78	\$ 25.40	\$ 26.04
Food Service Helper / Cashier	\$ 20.05	\$ 21.63	\$ 22.46	\$ 22.84	\$ 23.24	\$ 23.64	\$ 24.25	\$ 24.84
<u>Custodial</u>								
Custodian	\$ 22.61	\$ 24.44	\$ 25.32	\$ 25.79	\$ 26.22	\$ 26.69	\$ 27.36	\$ 28.05
Lead Custodian	\$ 23.83	\$ 25.73	\$ 26.69	\$ 27.16	\$ 27.64	\$ 28.14	\$ 28.83	\$ 29.56
<u>Maintenance/Groundskeeping</u>								
Maintenance	\$ 26.98	\$ 29.14	\$ 30.22	\$ 30.75	\$ 31.30	\$ 31.85	\$ 32.66	\$ 33.45
Maintenance / Groundskeeper	\$ 24.39	\$ 26.35	\$ 27.30	\$ 27.81	\$ 28.29	\$ 28.77	\$ 29.49	\$ 30.23
HVAC Technician / Maintenance	\$ 33.98	\$ 36.72	\$ 38.08	\$ 38.76	\$ 39.42	\$ 40.10	\$ 41.13	\$ 42.14
<u>Professional Technical</u>								
PAC Technician	\$ 36.11	\$ 39.00	\$ 40.44	\$ 41.19	\$ 41.90	\$ 42.62	\$ 43.70	\$ 44.79



**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

**APPENDIX B**  
**OMAK SCHOOL DISTRICT #19**  
**Classified Performance Evaluation**

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
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- 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.)

**Goal areas for next year** *(To be developed jointly between supervisor and employee.)*

**Evaluator Comments:**

\_\_\_\_\_  
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.*





**Omak School District**  
**Article XV, Section 15.1.1 Consideration of Prior Non-School Experience**

New employees with similar job experience, but not school district experience shall be placed at Step 1 on Schedule A. New employees shall be allowed to provide proof of prior work experience to be considered for placement on a higher wage step on Schedule A.

Employee has 30 workdays to provide the required documentation to determine placement of his/her salary step, otherwise salary step will be 1.

DOCUMENTATION REQUIRED (in addition to one of the acceptable from list below):

☐ Work Experience (Examples):

- Statement from previous employer verifying relevant work experience
- Letter from business owner or human resources department
- W-2's from pertinent employers, such as contractors
- Business License

☐ Job Description of Past Employment (Examples):

- If no job description available from past employer, provide your own and have it verified by previous employer
- Resume

Please provide the following information in addition to the acceptable documentation:

**PRIOR EXPERIENCE**

Name of past employer/organization: \_\_\_\_\_

I am requesting experience credit for similar previous job experience and understand that it is the District's authority to determine adequate and acceptable experience credit.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

1 MEMORANDUM OF UNDERSTANDING

2  
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/ SEIU LOCAL 1948 OMAK  
5 CHAPTER AND THE OMAK SCHOOL DISTRICT #19 PURSUANT TO ARTICLE XVIII,  
6 SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
7

8  
9 The parties agree to the following:  
10

11  
12 **For the 2022-2023 Personal Leave Balances Only**  
13

14 Any remaining Personal Leave from the 2022-23 school year, that is in excess of thirty (30)  
15 minutes, up to three (3) days (based on the employees contracted hours) will be cashed out through  
16 a timecard. The 2022-23 rates will be used in calculating the cash out amount. Eligible employees  
17 will be notified and required to submit a timecard in order to receive a *one-time* payment in  
18 December 2023.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

29 This Memorandum of Understanding will be effective upon signatures, and shall be attached to the  
30 current Collective Bargaining Agreement.  
31  
32  
33  
34  
35  
36

37 PUBLIC SCHOOL EMPLOYEES OF  
38 WASHINGTON/SEIU LOCAL 1948  
39

40 OMAK CHAPTER  
41

OMAK SCHOOL DISTRICT #19  
42

43 BY: \_\_\_\_\_ /Signed by/  
44 Michelle Lechuga, Chapter President  
45

BY: \_\_\_\_\_ /Signed by/  
Michael Porter, Superintendent  
46

47 DATE: \_\_\_\_\_ 12/6/23  
48

DATE: \_\_\_\_\_ 12/6/23

1 **MEMORANDUM OF UNDERSTANDING**

2  
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/ SEIU LOCAL 1948 OMAK  
5 CHAPTER AND THE OMAK SCHOOL DISTRICT #19 PURSUANT TO ARTICLE XVIII,  
6 SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
7

8  
9 The parties agree to the following:  
10

11  
12 Paraeducators who are hired to work on a Special Education school bus shall receive compensation of  
13 an additional one dollar (\$1.00) per hour as outlined in the following section:  
14

15  
16 **Section 16.13. Life Skills Para.**

17 Paraeducators hired to perform special duty functions will receive compensation of an additional one  
18 dollar (\$1.00) per hour. Special duty functions may include catheterization, personal hygiene functions,  
19 toileting, specialized medical procedures, sexual behaviors, aggressive physical behaviors that may put  
20 the employee in danger of physical harm or other behavior that requires constant supervision, and other  
21 areas as identified by the Special Education Department supervisor that exceed general para educator  
22 duties.  
23

24  
25  
26  
27  
28  
29 This Memorandum of Understanding will be effective upon signature and shall be attached to the current  
30 Collective Bargaining Agreement.  
31

32  
33  
34  
35 PUBLIC SCHOOL EMPLOYEES OF  
36 WASHINGTON / SEIU LOCAL 1948  
37

38 OMAK CHAPTER

OMAK SCHOOL DISTRICT #19

39  
40  
41 BY: /e-signed by Sheila Baker/  
42 Sheila Baker, Chapter President

BY: /e-signed by Michael Porter/  
Michael Porter, Superintendent

43  
44 DATE: 10/31/24  
45

DATE: 10/25/24  
46  
47  
48