

## **PREAMBLE**

Pursuant to the conditions set forth in the Public Employee's Collective Bargaining Act of 1967, this constitutes an Agreement between the Olympia School District No. 111 (District) and the Olympia Educational Administrative Professionals Association (Association).

## **ARTICLE I - Recognition**

The Olympia School District No. 111 recognizes the Olympia Educational Administrative Professionals Association/Classified Public Employees Association/Washington Education Association as the duly elected exclusive bargaining agent to represent all regularly employed classified office personnel including secretaries, clerks, bookkeepers, accountants, purchasing personnel, clerk typists, data entry operators, program assistants and accounting assistants except those employees designated as exempt by virtue of their status as supervisory or confidential employees. Substitute employees shall not be covered by this Agreement. Positions of one year or less in duration shall be considered to be temporary. Temporary positions shall be re-evaluated on an annual basis and considered for permanent status. The parties recognize that as of the effective date of this Agreement, the following positions are to be considered exempt and not covered by the terms and conditions of this Agreement: Secretary to the Superintendent, Secretary to the Executive Directors, Accounting Office Supervisor, Payroll Officer, and Secretary (and other Human Resource Office employees) to the administrator responsible for preparation of collective bargaining proposals, negotiations, information, etc. It is understood that the District will consult with the Association prior to any action, which would result in the classifications of the members of the bargaining group as exempt employees. The District agrees not to seek exempt status for other bargaining unit employees during the term of this Agreement. This does not preclude the Association from exempting a member unilaterally.

The Association agrees to hold the Olympia School District harmless in the event any suit or legal action occurs over the recognition of Olympia Educational Administrative Professionals Association/Classified Public Employees Association/Washington Education Association for the duration of the Agreement.

## **ARTICLE 2 - Scope of Negotiations**

It is agreed by both parties that the management of the District and the direction of the work force are vested with the employer except as plainly relinquished by this Agreement. All matters not covered in the language of this Agreement shall be administered for the duration of the Agreement by the employer in accordance with such policies and procedures as presently exist or are determined by the District as needed in the future.

### **Contract Compliance**

The Association president(s) and other representatives may meet with the Superintendent and/or his designated representative on a mutually agreeable basis to discuss contract issues.

In the event additional or varied work duties or products are introduced to employees of the bargaining unit, the Association shall be notified and when appropriate, a contract compliance meeting shall be scheduled to address the proposed changes in work expectations. Proposed changes having more than a minimal impact on, or altering the working conditions or terms of employment of, the affected bargaining unit members will not be implemented without the mutual agreement by the parties' representatives. Respective job descriptions will be update to reflect any such mutually agreed upon changes.

## **ARTICLE 3 - Workday, Overtime**

- A. The employees' salary schedule is based on eight (8) hours per day, forty (40) hours per week, Monday through Friday, excluding at least a 30 minute, duty free lunch time and will be prorated for employees working less than 40 hours per week. Employees returning to District employment from the prior school year will be given notice annually of their anticipated number of days of work. The number of days of work shall be subject to increase only with the consent of the employee or under emergency circumstances.
- B. All employees shall be allowed at least a 30 minute unpaid, duty-free lunch period within a working day of five (5) hours or more, for which lunch period the employee shall not be paid. The employee is not required to remain at his/her workstation during the duty-free lunch period.

If an employee is required by his/her supervisor to work the employee's scheduled 30 minute duty free lunch period, the employee's supervisor shall designate a lunch period of equivalent duration later that work day.

- C. Compilation of overtime shall begin after the completion of eight (8) hours within one (1) day, Monday through Friday. If an employee is required to work in excess of eight (8) hours per day or forty (40) hours per week, overtime rates shall apply. Required overtime shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay.

Compensatory time in lieu of overtime pay may be granted upon mutual agreement between the employee and the building administrator.

- D. Each employee shall be allowed a fifteen (15) minute rest period during each continuous four (4) hours of work.
- E. If added duties cause an employee to work time-slipped hours on a regular basis, such hours will be counted for insurance and vacation benefits beginning after forty (40) consecutive work days. This provision will apply to time-slipped hours throughout the current school year and, if continuous, during the subsequent year.
- F. When circumstances, including but not limited to additional work demands, necessitate the employee stay beyond the normal shift the employee will be compensated. (Overtime as appropriate) Although overtime will be paid when worked, employees are expected to obtain approval from supervisors prior to extending or flexing their work hours.

#### **ARTICLE 4 - Probation and Tenure and Seniority**

- A. Unless otherwise specially provided by law or agreement, every employee covered by this Agreement shall be employed for not more than one (1) year, after a satisfactory ninety (90) working day probation period, and subject to satisfactory performance, availability of funds and continued existence of the position. The District may discharge any probationary employee at its discretion.
- B. An Olympia School District employee who develops seniority in one job type (e.g. as an Educational Assistant) may transfer that seniority (for purposes of qualifying for vacation only) to a job in the bargaining unit.
- C. Seniority shall be determined from date of hire in the bargaining unit.

D. Seniority rights shall be lost for the following reasons:

1. Resignation
2. Discharge
3. Retirement
4. Termination

E. Seniority rights shall not be lost for the following reasons:

1. Time lost by reason of industrial accident, industrial illness, sick leave or layoff.
2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
3. Time spent on other authorized leaves of absence, not to exceed one year.
4. Time spent as a supervisor over bargaining unit employees.
5. Change of job classification within the bargaining unit.

F. By November of each school year, the District and the Association will agree to a seniority list for the bargaining unit.

#### **ARTICLE 5 – Job Descriptions**

A. Job descriptions outlining the duties for each position will be established in writing. These job descriptions shall enumerate minimum qualifications and responsibilities, which place a position in a particular classification for salary purposes.

B. In revising or updating job descriptions, the District shall extend to members of the Olympia Educational Office Personnel Association the opportunity to make comments and provide information to the District regarding job descriptions. Completed job descriptions shall include the specific duties of each position in the bargaining unit. OEAPA and the Olympia School District agree to form a committee to review/revise job descriptions and range placements for the implementation of the new 2008-09 salary and range schedule. The parties will draft language governing the mission, committee membership, mechanism for decision-making, etc. The committee will complete its work no later than 01 August 2008 or by eight (8) meetings, whichever comes sooner. The parties will implement procedures for emergent/immediate staffing needs. The committee will be comprised of the Human Resource Director and the OEAOA President, plus one representative from the District and OEAPA from each of the following levels: Knox Administration, Elementary School, Middle School, and High School – for a total of ten (10) members.

C. A Desk Audit review process will be offered yearly. Requests will be solicited in February and reviewed no later than May of each school year. The Desk Audit Committee will be comprised of the Personnel Director, two administrators and three OEAPA members. In the event circumstances necessitate reviews for the purpose of ascertaining the status of District position(s), the parties, through mutual agreement, may implement the provisions of this Article at any time during the calendar year to meet such demand.

D. Any unit member who is asked to do additional work by the supervisor in charge of extra programs, i.e. Outdoor School, PATs, Summer School, ESL, district grants, All Day Kindergarten, etc. shall be paid overtime when work is required over a 40 hour week.

#### **ARTICLE 6 - Evaluation**

- A. The administrator or designee shall annually report in writing to the Superintendent on the performance of each employee. This evaluation shall consist of a document stating the employee's strengths and weaknesses. The evaluator shall schedule a conference with the employee to discuss the evaluation documents. Normally, the employee will have an opportunity to review the evaluation documents at least one day prior to the evaluation conference. The evaluation conference shall occur prior to the evaluation documents being forwarded to the personnel office.
- B. An employee may request an evaluation conference and/or written evaluative statement:
  - 1. In the event of voluntary or involuntary transfer to another position;
  - 2. When an employee resigns or is terminated; or
  - 3. When a significant change in employee performance occurs.
- C. Evaluation is the responsibility of the administrator as delegated by the Superintendent and should be structured to fit the requirements of the position. The first-year employee shall be provided a written evaluation by the end of the 90 work days probationary period, and a second written evaluation no later than June 1. All other employees shall be provided an annual written evaluation no later than June 1.
- D. The employee and the administrator shall sign the evaluation in acknowledgment of having reviewed the evaluation. The employee may, at the employee's option file a written statement to accompany the evaluation in areas where there is disagreement with statements in the evaluation.

#### **ARTICLE 7 - Hiring Practices, Promotions and Transfers**

When a newly established position or a vacant position in the bargaining unit is to be filled, written notice of such position shall be sent to the head secretary of each school building or office for posting for at least five (5) District business days. During the summer, individual employees may request that the District send notices to their addresses of record.

Job applications will be received only from OEAPA members for the first week for office personnel vacancies. Those applicants must be interviewed and considered prior to consideration of other applicants

If all OEAPA applicants are not deemed qualified the individuals must be immediately notified. Any appeal of the decision must be made within two (2) days of notification. During the appeal process no outside applicant may be hired. The appeal will be heard by the Personnel Director. It is understood that reposting may continue during the appeal process.

When an employee applies for transfer to a new position, skills tests will not be required if the skill requirements of the new position are not different than those of the applicant's current assignment.

The employee with the earliest hire date within the bargaining unit will receive preference for promotions and transfers when ability and performance are substantially equal with those of other applicants. If the District determines that seniority should not govern, it shall set forth in writing, upon the written request of any bargaining unit employee applicant, its reason(s) for the seniority bypass to be given to the applicant and to be forwarded to the OEAPA President(s). Such reason(s) may be reviewed through, but not beyond, Step 3 - Superintendent's Level of the Grievance Procedure. Further, at the request of the employee, the District agrees to provide the affected employee the reasons for non-selection.

In the event that an involuntary transfer is considered necessary, the District shall first solicit volunteers. An employee involuntarily transferred will be given reasons and granted an interview with the Director of Personnel prior to involuntary transfer. An involuntary transfer is grievable through Step 3 of the Grievance Procedure. An employee involuntarily transferred shall receive five (5) days notice prior to such transfer. An employee involuntarily transferred shall have a priority to return to his/her immediate assignment for a period of one (1) year following such involuntary transfer. Whenever possible, the employee with the lowest seniority ranking shall be the first subject to any involuntary transfer or reassignment.

## **ARTICLE 8 - Layoff and Recall Provisions**

In the event that reduction in force (RIF) becomes necessary because of financial necessity or other reasons as determined by the Board, employees with the most seniority will be given first opportunity for jobs for which they are qualified. Employees who have been RIF'd will be given the opportunity to displace the least senior member of the Association for which position they are deemed to be qualified. Questions of qualification shall be determined by a joint committee of association and district members. The District will make any reductions through attrition before considering any reductions or elimination of bargaining unit positions. If attrition levels are not sufficient to meet needed budget shortfalls the District will ask for, and consider, offers to voluntarily reduce hours or resign prior to considering any reductions or elimination of bargaining unit positions.

No present employee shall be subject to involuntary layoff during the winter break or school vacations. In hiring new employees, the District and new employees may agree on a work period of less than fifty-two (52) weeks per year.

The District agrees to meet with the Association prior to a reduction in force action and share information and the plan for reduction consistent with the terms of this Agreement. In all cases an employee shall be given thirty (30) working days notice of layoff.

### **Recall Provision**

Employees who are laid off, or who have accepted a position with lower classification, fewer hours per day or fewer days per year due to a reduction in force (RIF), will have recall rights for one (1) year, provided that:

- a. a bargaining unit position is open,
- b. a joint committee comprised of association and district representatives determines if an employee on recall status is qualified for the open position (seniority shall apply if more than one employee is qualified),
- c. the employee has maintained an address and phone number of record with the District,
- d. an offer of re-employment must be hand delivered or mailed by certified mail and accepted within forty-eight (48) hours of receipt,
- e. only after an employee has refused one position that is substantially equivalent to their past position will that individual's name be removed from recall status,
- f. no new employees shall be hired to fill existing vacancies until the laid off employee(s) have refused the position or are not ruled qualified by the joint committee,
- g. if more than one employee is qualified for an open position and each has an identical hire date, drawing by lot will be conducted by the Association.

Employees on layoff status will be given first priority for OEAPA temporary jobs for which they are qualified, with such assignments distributed on the basis of seniority, and will be paid at their former step. Employees

returning from an extended leave who are awaiting an open position will be given second priority for OEAPA temporary jobs and paid at their former step.

#### **ARTICLE 9 - Due Process**

- A. The District will not discipline or terminate an employee without just cause. The specific grounds forming the basis for such action will be made available to the employee. Any complaint of a disciplinary nature made against a unit member, and the name of the complainant, will be brought to the attention of the employee within ten working days. If an employee is not advised of the complaint it may not be used in future disciplinary action or evaluations. An employee shall be entitled to have a representative of the Association present at any meeting which is expected to lead to disciplinary action. The District agrees to adhere to the principles of progressive discipline.

Discharge of a provisional employee, one with less than 90 days of successful service, is not subject to just cause.

- B. Any complaint of a disciplinary nature made against a unit member will be brought to the attention of the employee within ten working days. If an employee is not advised of the complaint it may not be used in future disciplinary action or evaluations. An employee shall be entitled to have a representative of the Association present at any meeting, which is expected to lead to disciplinary action.

#### **ARTICLE 10 - Employee Rights**

- A. The District and the Association agree that each employee has the lawful right to organize, join and support the Association for the legal purpose of engaging in collective bargaining.
- B. Neither the Association nor the District will unlawfully discriminate against any employee of the District.
- C. The District will provide each affected employee training relating to the administration and monitoring of student medication and first aid. Employees will not be required to administer regularly scheduled injections. The District shall provide assistance to cover the duties of administering and monitoring student medication and first aid when these duties seriously impact an employee's workload. The forum for concerns arising from the application of this provision shall be as provided in Article 2 (Contract Compliance) of this Agreement. The Committee will meet to consider a request within ten (10) days. The District will respond to the Committee's recommendation(s) within five (5) days.
- D. Building secretaries will be informed of the certificated employee responsible during the principal's absence.
- E. Each affected employee shall be informed of his/her responsibilities relating to student discipline.
- F. The employer agrees to provide for every employee covered by and during the terms of this Agreement liability insurance in the amount of not less than \$100,000 in case of suit arising from or in the performance of duties. This coverage shall apply for any employee on or off District premises, provided such employee at the time of the act or omission was involved in an authorized school-related activity.
- G. Employees shall, upon request, have the right to inspect all contents of their District personnel files. Inclusion of materials from building working files will be forwarded annually to the District personnel files or be discarded. Upon request, a copy of any document contained therein shall be afforded the employee.

Employees will be notified of any complaint, letter of reprimand or evaluative materials, which are entered in the District personnel file. The author of any such materials, and the date of entry, shall be noted on the documents filed. At the request of the individual, a review committee will meet to determine if a letter of reprimand will be removed from the employee's personnel file. The request may be made after the letter of reprimand has been in the file for one year from the date the item was initially placed in the employee's file and each subsequent year if denied. Decisions of the committee may be appealed to the Superintendent or His/her designee. The committee will consist of the supervisor who wrote the letter, the personnel director, and two OEAPA representatives.

The employee shall have the right to attach permanently his/her own written comments to materials in the District personnel file. Such materials shall be dated and signed by the employee.

- H. When an employee is acting in accordance with assigned duties and/or when he/she is required by the District to travel using his/her private vehicle, the employee will be paid for travel time, at the current IRS rate, when he/she performs assigned duties requiring travel.
- I. Any unit member who regularly performs "nursing room services" (medication dispensing, first aid, etc.) will be paid a \$1200 per year stipend.

#### **ARTICLE 11 - Association Rights**

- A. On or before the first day of December, the District shall provide the Association with the following information regarding each employee in the bargaining unit: name, current work site, job title, hourly rate of pay, and F.T.E.
- B. The Association shall have the right, contingent upon approval by the site administrator, to hold meetings on school property provided that such meetings are before school, after school or during other non-paid time.
- C. The Association will have the right to use District equipment pursuant to the following guidelines:
  - 1. Such use of District equipment shall be subject to the approval of the site administrator and shall not be approved when such use will interfere with the school program.
  - 2. The Association shall reimburse the District for any cost to the District incurred by such use of equipment, including the cost of any repairs or damages to equipment, which results from Association use.
- D. The Association has the right to place bulletin boards in each building at which bargaining unit employees are assigned. The size and placement of each bulletin board will require authorization by the District. The bulletins posted by the Association are the responsibility of the officials of the Association.
- E. The District will inform the Association of each new hire covered by this Agreement.

#### **ARTICLE 12 - Grievance Procedure**

##### **Section A- Definition**

1. A grievant is an employee, group of employees, or the Association (if written authorization is given by an impacted employee) having a grievance.
2. A grievance is an action or lack of action arising from the alleged misapplication or misinterpretation of a term(s) of this Agreement.
3. The grievant may have an Association representative present at all steps.

## **Section B - Grievance Steps**

### **Step 1 - Informal Discussion**

The grievant shall first discuss the grievance with his or her immediate supervisor. If the problem involves the relationship between the employee and his/her supervisor, he/she may initially present the grievance to the Director of Personnel. An effort should be made at this level to resolve the grievance.

### **Step 2 - Line Administrator's Level**

If no settlement is reached in Step 1, the grievant shall, within twenty (20) working days of the alleged misinterpretation or misapplication of a term of this Agreement, complete the grievance form (Appendix B) and:

The employee shall submit it to the next appropriate line administrator (assigned by the Superintendent). The line administrator will provide opportunity for the employee to discuss the grievance. The administration will have ten (10) working days from submission of the written grievance statement to resolve the dispute and indicate the disposition of said grievance.

### **Step 3 - Superintendent's Level**

If no settlement has been reached in Step 2 within the specified time limits, the grievant may, within ten (10) working days, submit the written grievance to the Superintendent. The Superintendent or his designee(s) and the grievant shall have ten (10) working days after receipt of the grievance to resolve said grievance by indicating, in writing, the disposition thereof. It is understood that the same administrator can only rule on an issue once. In such cases the Superintendent will hear the appeal or provide another administrator.

### **Step 4 - Binding Arbitration Level**

If no settlement has been reached in Step 3, within the specified time, the Association may submit the grievance within fifteen (15) working days to final and binding arbitration. The following stipulations shall govern:

- a. The arbitration shall be conducted by an arbitrator selected by the grievant and the District and shall be conducted under the rules of the American Arbitration Association.
- b. The arbitrator shall have no authority except to pass upon alleged violations of the provisions of the Agreement.
- c. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the employer except where the employer has plainly relinquished its rights and prerogative by the terms of this Agreement.
- d. The arbitrator shall have no power or authority to hear a grievance and/or fashion a remedy for any matter occurring prior to the final signing of this Agreement.

The Association or the District, whichever is ruled against by the arbitrator, shall pay the compensation of the arbitrator, including necessary expenses.

## **Section C - Grievance Requirements**

All documents, communications and records dealing with any grievance shall be handled in a confidential manner and filed separately from the personnel files of the participants; provided that in the event the decision should result in information relevant to the employee's misconduct or inadequate performance, a copy of the decision may be placed in the employee's file.

All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, may testify with full assurance that no reprisal will follow by reason of such participation.

### **ARTICLE 13 - Salary**

- A. Employees hired to a position with a specific job classification shall be paid the salary established for that classification, as indicated in this Agreement. If an employee is temporarily assigned to work for more than one (1) day in a position having a higher salary range, then such employee will be placed on the wage step reflecting an increase in the employee's salary for the duration of the temporary assignment. Employees temporarily assigned to work in a position having a lower wage rate shall be paid at their regular rate.
- B. Employees promoted to a higher classification shall be placed in a step reflecting an increase in salary.
- C. Employees new to the bargaining unit will be placed at the appropriate step and range. Regular, annual step increases will thereafter occur.
- D. Salary in one job classification shall not be lowered unless there is a demonstrable decrease in the job responsibilities.
- E. In no case shall an employee's job classification be reduced unless that employee shall be transferred to a position of lower classification following evaluation and unsuccessful effort to correct the deficiencies, or unless the employee agrees to a reassignment to a position of lower classification due to a RIF or personal choice. If an employee accepts a lower classification due to a RIF he or she will retain his or her step on the salary schedule.
- F. To be entitled to an increment in the following school year, an employee shall have been employed by January 1st. Upon ratification, all current Olympia School District OEAPA members will be compensated at the appropriate range/step for the 2007-08 school year and current Olympia School District employees will receive pay retroactive for the 2006-07 and 2007-08 for their OEAPA employment.
- G. Wages for a new or current position for which no range applies, or is determined inappropriate for the duties performed, will be bargained with the Association.
- H. The Association and the Olympia School District agree to opener language for salary only for the 2009-10 school year. This opener of language would occur only in the event resources and/or fiscal outlook for the District have been significantly and positively impacted by an increase in local or other funding.

### **ARTICLE 14 - Salary Schedule Placement**

The Salary Schedule is located in Appendix A of this agreement.

When determining placement on the salary index, experience is defined as:

- 1) all experience within this bargaining unit; or educational office experience,
- 2) all experience as a secretary within another school district in the state of Washington or previous experience as a secretary in the educational field;
- 3) experience in an Olympia School District position, which was transferred by the Unit Clarification process from the Educational Assistant unit to the Secretary unit; and
- 4) like experience in comparable positions may be considered for placement on the salary schedule.

The parties recognize the current salary placement of the various unit positions as having been determined through negotiations. Should a funded system of comparable worth salaries for education be developed by the state, the parties will negotiate regarding its implementation.

In the event S.P.I., A.G.O., State Auditor, or other body of competent jurisdiction determines, in writing, that the wages and/or benefits provided classified employees of the Olympia School District do not comply with legislative guidelines and statutes, (HB 166) and/or State Operating Appropriations Act, the District shall bring wages and/or benefits into compliance as set forth by one of the bodies herein above.

#### **ARTICLE 15 - Olympia Educational Administrative Professionals Association Medical/Dental Benefits Distribution**

The District agrees to pay medical costs that bargaining unit members elect to carry for the contract period under Group Health, Blue Cross/WEA Select Plans or applicable military insurance. The District also agrees to pay the cost of full-family dental (plan I) under Washington Dental Service (or other WEA approved dental plans); and WEA Basic Vision Care Plan, according to the following provisions:

- a. A pool for benefits is derived by multiplying the state health benefit funding level by the number of FTEs in the bargaining unit. This amount will be totally reserved for use by the bargaining unit. An FTE equals 1440 hours worked per year. No employee can be more than 1.0 (one) FTE for this purpose.
- b. Any funds available to, but not used by individual unit members, will be computed and set in reserve. Individuals whose total monthly premiums exceed the state-funded amount, as applicable per month, will have the excess deducted from their pay. Members who are not full time employees shall be allowed a pro-rated portion of the state-funded amount, as applicable, that equals a percentage of their FTE. The difference between the allowed amount and the actual premium cost for each employee shall be deducted monthly, as it is for full time employees. Employees whose monthly premiums are less than the pro-rated portion of the state-funded amount will not be subject to overrun deductions.
- c. By October 15 of each year, the parties will meet to determine if there is a surplus; if so, a method for distributing the surplus will be mutually determined. The District will review the status of the pool in April and August. Any surplus will be distributed through the pool.
- d. No person shall be covered at the expense of the pool both as an employee and as a dependent of another employee, nor shall any person be covered as the dependent of two (2) or more employees for the purposes of medical insurance premiums.
- e. Current salary or cancer insurance programs may also be selected by the employee and paid by the District, but these program costs will not be eligible for payment from the pool. They will be subject to the overrun provisions above.

#### **ARTICLE 16 - Inservice Training**

The District and OEAPA shall each appoint a representative to a committee to develop a proposed program for professional inservice training. The Inservice Committee will develop a proposed inservice program by October 1 of each year. If the District does not develop such a plan by October 1 OEAPA will determine the content of and schedule the dates and times for the collectively bargained inservice opportunities. Such inservice will thus be treated as "special situations," per section 785.31 of the Wage and Hour Manual of the Fair Labor and Standards Act. Further, all inservice opportunities will be at least one hour in duration. The District will provide up to nine (9) hours in 2006-7 and 2007-08, up to fifteen (15) hours in 2008-09 and up to eighteen (18) hours in 2009-10 for staff development work to be compensated at the employee's regular hourly rate. Each employee may opt to use all or part of the hours of staff development and/or; they may opt to utilize a pre-arranged visitation day and the District will pay the cost of a substitute (on an hour for hour basis) or \$100 (in lieu of their self-directed nine (9) hours) applied to the cost of a workshop, meeting, or conference. Participation will be voluntary. During the 2008-09 school year, up to six (6) of the fifteen (15) staff development hours may be at the District's direction. Beginning in 2009-10, up to nine (9) of the eighteen (18) may be at the District's direction. Such activities will be scheduled to avoid overtime rates.

A stipend will be provided as compensation for unit members involved in staff development planning and presentations. When planning activities are necessary in order to prepare for staff development presentations, a stipend of \$50 per actual workshop hour will be provided to be shared equally among those involved in the planning process. If the planning activity occurs during the individual's scheduled workday, the individual must be in a leave without pay status to be eligible to receive stipend compensation. Compensation will also be provided at the individual's normal hourly rate during the workshop presentation as long as the workshop is conducted outside of the normal workday.

All district required inservice will be scheduled through the office of the Assistant Superintendent for Educational Services. Further, for District required inservice, employees will be 1) provided release time during their regular working hours OR 2) will be paid at the overtime rate (time and one-half) for hours in excess of a 40 hour work week.

Each year the District shall offer all Head Secretaries training in emergency response procedures.

### **ARTICLE 17 – Stipends and Incentive Pay**

An annual stipend will be paid on the September payroll to those employees who hold a Professional Standard Certificate, Associate of Arts degree, Bachelor's Degree or higher, or other certificates as listed below, provided the degree or certificate shall have been earned prior to the school year for which the stipend application is made. These stipends shall not be combined, and will be as follows:

|                                    |       |                              |       |
|------------------------------------|-------|------------------------------|-------|
| Basic Certificate                  | \$300 | Advanced I Certificate       | \$400 |
| Associate Professional Certificate | \$350 | Advanced II Certificate      | \$450 |
| Associate Degree Certificate       | \$375 | Advanced III Certificate     | \$500 |
| Professional School Certificate*   | \$375 | Bachelor's Degree, or higher | \$725 |

- in a field that directly relates to job duties

An annual longevity incentive of \$500.00 will be paid to secretaries who have 20 years or more experience as a secretary with the Olympia School District. A secretary who believes they are eligible for this incentive may request a review of their OSD employment history through the Personnel Department. Payment of longevity incentive will be made in September.

An attendance incentive will be paid to permanent secretaries after 60 consecutive days of work in the amount equivalent to one day of pay, based on FTE. Absences cause an employee to restart their count

toward 60 days. With prior approval of their supervisor, partial days missed for appointments of an emergency nature may be counted toward the 60 consecutive days. Vacation days, jury duty and bereavement leave neither count toward the 60 days nor count as absences causing an employee to restart their count. To be paid for an incentive day an employee must submit a timeslip in the pay period for which it was earned.

## **ARTICLE 18 - Leaves**

### **Sick Leave**

Sick leave shall be granted all employees covered by this Agreement on the basis of twelve (12) days per year for employees who are employed on a regular basis for 9, 10, 11, and 12 months. Sick leave shall be cumulative and compensable upon separation (as per statute), retirement or death as provided by law. Accumulated sick leave is transferable from one school district or agency to another as provided by state law.

- a. Employees covered by this Agreement shall be granted sick leave in the event of absence for personal illness, accident or temporary disability or for illness, accident or temporary disability in the family household or other members of the immediate family. After five (5) consecutive days of absence a written verification by a doctor may be required.
- b. A secretarial employee who is on vacation and becomes ill or is injured may, upon notification to the District, transfer to sick leave. The notification will be made as quickly as circumstances permit.

In January of the year following any year in which a minimum of sixty days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one day's monetary compensation. Each employee shall be given a monthly accounting of sick leave entitlement.

At the time of separation from District employment due to resignation, retirement or death employee eligible under applicable statutes 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 full days accrued leave for illness or injury: PROVIDED, that an employee shall be entitled to all the benefits conferred by this section as of the effective date of this act. Any former employee, upon return to employment with the District, shall be credited with the balance of unused sick leave accumulated at the time of termination of employment with the District (as per statute), Employees new to the District will be credited with their sick leave balance from any other Washington State School District or state agency.

### **Bereavement Leave**

- a. Up to five days of bereavement leave with pay will granted for each occurrence of death in the employee's or spouse's immediate family. Immediate family is defined as: parent, sibling, spouse, child, grandchild, grandparents and spouse's parents.
- b. One (1) day will be granted for bereavement for a person of close personal ties.

### **Leave Sharing**

Employees may donate up to 6 days of sick leave each year in accordance with applicable state regulations. Donations may be made on the Shared Leave Transfer Form (Appendix C). Also, employees who have accumulated in excess of 10 days of annual leave may donate excess days to a bank for future needs of employees, to be determined by the donating employee. Days donated and not used shall be returned to the individual upon separation of employment. This pool of days is intended to aid employees

who suffer an extraordinary or severe illness or injury which would otherwise result in having to take leave without pay.

### **Personal Leave**

Up to five (5) personal leave days may be taken in lieu of five (5) vacation days with the approval of the building principal. Personal leave shall not be used to extend holidays or vacation, nor shall it be used during the first or last week of school, except when explicitly approved in advance by the Director of Personnel. Personal leave usage within a given building at one time shall not be so extensive as to disrupt programs substantially.

### **Emergency Leave**

In the event of an emergency, an employee may apply for emergency leave, either in advance or retroactively, for a contingency not provided for by statute or other District policies. Such contingencies may include, but are not limited to, accidents which prevent the employee's reporting to work, serious damage to personal property when the employee's absence is necessary to prevent further damage or similar emergencies which make it impossible for the employee to report to work. Emergency leave may be granted only if:

- a) The problem has been suddenly precipitated or is of such nature that preplanning could not have relieved the necessity for the employee's absence.
- b) The problem is serious and not one of minor importance or mere convenience.

Leave granted under this policy shall be for an emergency that necessitates an employee's absence. In the event a principal or supervisor grants permission for a staff member to leave early because of an emergency, the employee will not be required to submit an Emergency Leave Request Form.

Application for emergency leave under this section shall be made in writing to the Personnel Director. Emergency leave will be deducted from sick leave.

### **Jury Duty**

Any employee covered by this Agreement who has been called for jury duty will be excused from work to serve. The amount of pay received for serving as a juror shall be deducted from the employee's regular pay. No other salary deduction shall be made. The District shall endeavor to make necessary substitute arrangements.

### **Maternity Leave**

Any employee who becomes pregnant shall be entitled to leave, sick leave and other benefits on the same terms and conditions as they are applied to other temporary disabilities. If the employee chooses not to use her sick leave during her pregnancy, upon her return she will continue to be credited for sick leave accumulated prior to her maternity leave.

### **Child Care Leave**

Leave without pay will be granted for up to one (1) year to an employee covered by this Agreement who adopts a child or obtains custody of a child through any legal means. The employee shall notify the Superintendent and the immediate supervisor as soon as possible of the employee's intention to take leave and the planned time for such leave. Leave would then begin on the first work day after custody of the child is obtained, provided that three (3) weeks written notice has been given.

### **Leave of Absence/Unpaid Leave**

An employee covered by this Agreement may request permission to be absent from employment without pay, subject to approval by the Superintendent and/or his designee. The administrator shall approve or deny the request within ten working days or sooner, if possible, of receiving it.

Said request shall be for a legitimate reason, but subject to securing the proper replacement so as not to interfere with the efficient execution of the job requirement.

Approval shall be based on a consistent policy. Leaves may be granted as legitimate when there appears to be no other reasonable time for the purpose requested, but it shall not be time off for the purpose of other employment.

In the event the position left vacant due to the leave could not be secured due to final Board decision, a secretary returning from leave will have twelve (12) calendar months to apply for vacant, posted OSD secretary positions. All leave of absence/unpaid leave rule continue to apply.

Disapproval of a request for a leave of absence shall be subject to the grievance procedure exclusive of final and binding arbitration.

#### **Family Leave**

The District will provide eligible employees with up to twelve (12) weeks of FMLA (Family Medical Leave Act) leave per year in accordance with state and federal laws.

#### **Extended Leave**

Any regular full-time employee covered by this Agreement who has been employed by the District for three (3) years or longer may apply for a leave of absence without pay for a period not to exceed one (1) year.

The reason for such leave shall be health of the employee or of a member of his/her family, or a family emergency requiring the employee to be at home. The employee shall be re-employed at the end of the leave period. Assignment shall be at the discretion of the District, but in a position with a pay rate comparable to the position the employee left. The employee shall retain previously accrued sick leave and credit for years served prior to the leave.

It is understood that any employee hired to replace a regular employee accessing this leave provision is a temporary employee and will be replaced when the regular employee returns. At its discretion, the District may opt to retain the temporary employee in another position. If the District chooses to retain the employee, he or she becomes a regular employee of the District subject to Article 4, Probation and Tenure and Seniority, retroactive to the starting date of the current temporary assignment.

#### **Association Leave**

The Superintendent or his designee may grant Association leaves for members of the Association to participate in Association business. Application for Association leaves must be in writing and must be received by the Superintendent or his designee no less than five (5) working days prior to such requested leave. Association leave shall not exceed twenty (20) days annually for all employees for the school year, and must be approved by the Superintendent or his designee. Association leave shall be without loss of pay or benefits.

**ARTICLE 19 - Vacation Accrual Schedule (12 Month Employees)\***

| <b>Number of Years</b> | <b>Vacation Days</b> | <b>Number of Years</b> | <b>Vacation Days</b> | <b>Number of Years</b> | <b>Vacation Days</b> |
|------------------------|----------------------|------------------------|----------------------|------------------------|----------------------|
| less than 2            | 12                   | 9, 10                  | 17                   | 19, 20                 | 22                   |
| 2                      | 13                   | 11, 12                 | 18                   | 21, 22                 | 23                   |
| 3, 4                   | 14                   | 13, 14                 | 19                   | 23, 24                 | 24                   |
| 5, 6                   | 15                   | 15, 16                 | 20                   | 25 or more             | 25                   |
| 7, 8                   | 16                   | 17, 18                 | 21                   |                        |                      |

\* Vacation accrual shall be prorated for other regular employees, based on the total hours per year (2080 = full year). For those not employed during summer, vacation compensation will be added to the June salary warrant. Accrued vacation may be carried over to the following year, only with the approval of the supervisor. Vacation or pay in lieu of vacation shall not be lost owing to such supervisor's action.

Vacation Leave shall be deemed used on a FIFO (first in, first out) basis. Employees shall be paid up to thirty (30) days for any accrued vacation at the employee's hourly rate in effect at termination. Every effort shall be made by the employee and the employee's supervisor to avoid having leave in excess of thirty days on the books at the time of termination. If however, the employee has over thirty days (240 hours) on the books at the time of the proposed of termination, two options will be offered to the employee: 1) The employee foregoes compensation for the days in excess of thirty or at the employee's option 2) The employee remains employed but on leave until the unused excess leave is used up. In the latter case, the District agrees to then provide such supplemental employment as may be necessary to allow the employee to separate from service on the last day of a month.

**Paid Holidays**

Vacation days are in addition to established paid holidays. An employee is compensated for holidays, which fall during a month in which she/he is regularly employed. Paid holidays for the term of this Agreement shall be: Labor Day, Veteran's Day, Thanksgiving and the Friday following, Christmas Day and, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, and July 4. In addition, employees who would regularly work Christmas Eve (day) and New Year's Eve (day) will have those days off.

If a holiday falls on a weekend, then either the preceding Friday or succeeding Monday will not be scheduled as a regular workday in conformity with Federal and State laws or practice.

**ARTICLE 20 - Contract Distribution**

The employer shall make available to the O.E.O.P.A. President copies of this Agreement within twenty (20) working days following ratification by the Board for distribution to employees represented by the O.E.O.P.A. The employer shall provide each supervising administrator with a copy of this Agreement. Additional copies shall be provided to the O.E.O.P.A. President, whom members may contact if they do not have copies.

**ARTICLE 21 - Saving Clause**

It is the intention of the parties hereto to comply with all applicable provisions of the state or federal laws, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court having jurisdiction. In such an event, either party may request renegotiation of such invalid provisions and the remainder of the contract shall remain in full force and effect.

**ARTICLE 22 - Association Security**

**A. Association Membership and Agency Shop**

The terms and conditions of this Agreement in regards to membership in the Association, as a required condition of employment, or alternatively, the payment of an amount equal to Association dues, as a required condition of employment, subject to certain exceptions as set forth below, are as follows:

1. Every member of the bargaining unit in the employ of the District shall be a member of the Association and shall maintain his or her membership in good standing for the life of this Agreement, or alternatively, pay an Agency Shop fee equivalent to the Association dues, as a condition of employment, subject to the provisions of (3) below.
2. Every new employee who is a member of the bargaining unit shall be a member of the Association within thirty (30) days after the contractual date of employment and shall thereafter maintain his or her membership in good standing for the life of this Agreement, or, alternatively, shall pay an Agency Shop fee equivalent to prorated Association dues, as a condition of employment, subject to the provisions of (3) below.
3. In order to safeguard the right of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, the provisions of RCW 41.59 and WAC 391-30900 shall apply to Association members and Agency Shop employees otherwise bound to remain an Association member or to pay an Agency Shop fee under A (1) and A (2) above. Such fee shall be paid to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission shall designate the recipient. The District shall, upon receipt of an appropriate authorization form, make a monthly payroll deduction and transmit same to the designated recipient.

**B. Payroll Deduction for Association Dues and Agency Shop Fee**

1. With respect to each employee obliged to be an Association member or to pay an Agency Shop fee under the terms of A(1) or A(2) above, the District shall, upon receipt of an appropriate authorization form, make a monthly payroll deduction in the amount of the Association's regular and usual required monthly dues.
2. With respect to each employee other than those covered by B(1) above, the District shall, upon receipt of an appropriate authorization form, make a monthly payroll deduction in the amount of the Association's regular and usual and required monthly dues.
3. Each month the District shall promptly remit those monies deducted under B (1) and B (2) above.
4. The Association shall indemnify and hold the District harmless from and against any and all claims, demands, charges, or suits instituted against the District which shall be based upon or arise out of any action taken by the District in accordance with or arising out of the foregoing provisions of this section.

**ARTICLE 23 - Closure of Offices and Employees Responsibility  
During Emergency School Closure**

In the event of snow or other such natural events, employees will make an effort to get to work on time. If unable to get to work on time employees must arrive one half-hour prior to the announced arrival time of students. If the employee cannot travel to work safely, he/she may choose to utilize emergency leave.

**ARTICLE 24 - Duration, Waiver and Complete Agreement**

The period of this contract shall be September 1, 2006 through August 31, 2010.

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, except as otherwise provided herein. For the period of this agreement, increases in wage rates and maximum insurance amounts will be the amount authorized by the legislature and funded to be received by the District, except as otherwise provided for in this contract.

This Agreement may be otherwise altered, changed, added to, deleted from or modified at any time only with the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal.

Attest:

For the Association:

For the District:

\_\_\_\_\_  
Judy Cole  
Co-President

\_\_\_\_\_  
Bill Lahmann, Superintendent  
Secretary of the Board

\_\_\_\_\_  
Debbie Lindquist  
Co-President

APPENDIX A -- Salary Schedule

**OLYMPIA SCHOOL DISTRICT NO. 111  
EDUCATIONAL OFFICE PROFESSIONALS SALARY SCHEDULE**

**2006-2007 Salary Schedule**

| <b>Range/Steps</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>7</b> | <b>10</b> | <b>15</b> | <b>20</b> |
|--------------------|----------|----------|----------|----------|----------|-----------|-----------|-----------|
| 14                 | 9.40     | 10.26    | 10.95    | 11.96    | 12.43    | 12.88     | 13.44     | 13.98     |
| 16                 | 10.76    | 11.74    | 12.86    | 14.01    | 14.37    | 14.72     | 15.38     | 15.98     |
| 18                 | 11.29    | 12.30    | 13.45    | 14.66    | 14.98    | 15.31     | 15.97     | 16.61     |
| 20                 | 12.19    | 13.28    | 14.34    | 15.51    | 15.91    | 16.31     | 17.03     | 17.70     |

**2007-2008 Salary Schedule**

| <b>Range/Steps</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>7</b> | <b>10</b> | <b>15</b> | <b>20</b> |
|--------------------|----------|----------|----------|----------|----------|-----------|-----------|-----------|
| 14                 | 9.78     | 10.66    | 11.38    | 12.43    | 12.92    | 13.40     | 13.98     | 14.54     |
| 16                 | 11.19    | 12.20    | 13.37    | 14.57    | 14.93    | 15.30     | 15.99     | 16.61     |
| 18                 | 11.74    | 12.78    | 13.99    | 15.24    | 15.57    | 15.91     | 16.60     | 17.27     |
| 20                 | 12.67    | 13.81    | 14.90    | 15.12    | 16.54    | 16.95     | 17.71     | 18.40     |

**2008-09 Salary Schedule (including 4.4% COLA)**

|    | <b>1</b> | <b>3</b> | <b>4</b> | <b>7</b> | <b>10</b> | <b>15</b> | <b>20</b> |
|----|----------|----------|----------|----------|-----------|-----------|-----------|
| 12 | \$ 10.39 | \$ 10.51 | \$ 10.70 | \$ 11.07 | \$ 11.27  | \$ 11.66  | \$ 12.27  |
| 14 | \$ 12.85 | \$ 13.32 | \$ 13.73 | \$ 14.13 | \$ 14.53  | \$ 14.93  | \$ 15.34  |
| 16 | \$ 13.81 | \$ 14.31 | \$ 15.25 | \$ 15.59 | \$ 15.97  | \$ 16.69  | \$ 17.34  |
| 18 | \$ 14.67 | \$ 15.14 | \$ 15.91 | \$ 16.25 | \$ 16.61  | \$ 17.33  | \$ 18.03  |
| 20 | \$ 16.10 | \$ 16.33 | \$ 16.83 | \$ 17.38 | \$ 17.95  | \$ 18.52  | \$ 19.21  |
| 22 | \$ 17.14 | \$ 17.68 | \$ 18.22 | \$ 18.76 | \$ 19.30  | \$ 19.84  | \$ 20.38  |
| 24 | \$ 18.18 | \$ 18.61 | \$ 19.05 | \$ 19.49 | \$ 19.92  | \$ 20.36  | \$ 20.80  |

**2009-10 Salary Schedule (w/ estimated COLA of 3.4%; actual will be applied if different)**

|    | <b>1</b> | <b>3</b> | <b>4</b> | <b>7</b> | <b>10</b> | <b>15</b> | <b>20</b> |
|----|----------|----------|----------|----------|-----------|-----------|-----------|
| 12 | \$ 10.74 | \$ 10.87 | \$ 11.06 | \$ 11.45 | \$ 11.65  | \$ 12.05  | \$ 12.69  |
| 14 | \$ 13.29 | \$ 13.78 | \$ 14.19 | \$ 14.61 | \$ 15.03  | \$ 15.44  | \$ 15.86  |
| 16 | \$ 14.27 | \$ 14.80 | \$ 15.76 | \$ 16.12 | \$ 16.51  | \$ 17.26  | \$ 17.93  |
| 18 | \$ 15.17 | \$ 15.66 | \$ 16.45 | \$ 16.81 | \$ 17.17  | \$ 17.92  | \$ 18.64  |
| 20 | \$ 16.65 | \$ 16.89 | \$ 17.40 | \$ 17.98 | \$ 18.56  | \$ 19.15  | \$ 19.86  |
| 22 | \$ 17.72 | \$ 18.28 | \$ 18.84 | \$ 19.40 | \$ 19.96  | \$ 20.52  | \$ 21.07  |
| 24 | \$ 18.80 | \$ 19.25 | \$ 19.70 | \$ 20.15 | \$ 20.60  | \$ 21.05  | \$ 21.50  |

**APPENDIX B -- DUE PROCESS CONFERENCE FORM**

**Olympia School District  
Due Process Conference Form**

Employee's Name: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

We affirm that a Step I conference was held on this date: \_\_\_\_\_  
Date

See Article IX - Due Process

Employee's Signature: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

**APPENDIX C -- Shared Leave Transfer Form**

**Olympia School District No. 111  
Shared Leave Transfer Form**

I authorize the Olympia School District to transfer \_\_\_\_\_ days of my eligible earned sick/annual leave for:

\_\_\_\_\_ Unrestricted Pool Donation

\_\_\_\_\_ Specific Donation For: \_\_\_\_\_

By: \_\_\_\_\_  
Employee Unit\* Date

\*Indicate unit: OEA OEAA OEAPA TEAMSTER PRINCIPAL CENTRAL OFFICE

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**PAYROLL DEPARTMENT**

\_\_\_\_\_ Your pool donation has been made.

\_\_\_\_\_ Your specific donation was made to \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_ Excess time was donated and your specific donation was not required.

By: \_\_\_\_\_  
Payroll Officer

WHITE - Payroll/Pool Administrator

YELLOW - Office

PINK - Employee

**APPENDIX D -- Grievance Review Request Form**

**Olympia School District No. 111  
Grievance Review Request Form**

This form is to be utilized when referring a grievance to the Superintendent as provided in Step 2 of the Procedure.

Name of Grievant: \_\_\_\_\_

Dates of private conferences as provided in Step I: \_\_\_\_\_

\_\_\_\_\_

Name of Administrator with whom conferences were held: \_\_\_\_\_

1. Alleged facts on which the grievance is based:
  
  
  
  
  
  
  
  
  
  
2. Specific provisions of the Agreement between the District and the Olympia Educational Office Personnel Association which are alleged to have been violated:
  
  
  
  
  
  
  
  
  
  
3. Remedy being sought:

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

{Please make 2 extra copies of this form: original to Principal, 1st copy to staff member, 2nd copy to OEAPA President(s).}