

COLLECTIVE BARGAINING  
AGREEMENT  
BETWEEN  
OLYMPIA SCHOOL DISTRICT NO. 111  
AND  
OLYMPIA EDUCATIONAL  
ADMINISTRATIVE PROFESSIONAL ASSOCIATION

September 1, 2018 through August 31, 2020

## Contents

PREAMBLE .....	2
ARTICLE I - Recognition .....	2
ARTICLE 2 - Scope of Negotiations.....	2
ARTICLE 3 - Workday, Overtime .....	2
ARTICLE 4 - Probation and Tenure and Seniority .....	3
ARTICLE 5 – Job Descriptions.....	4
ARTICLE 6 - Evaluation .....	5
ARTICLE 7 - Hiring Practices, Promotions and Transfers .....	5
ARTICLE 8 - Layoff and Recall Provisions.....	6
ARTICLE 9 - Due Process .....	7
ARTICLE 10 - Employee Rights.....	7
ARTICLE 11 - Association Rights .....	9
ARTICLE 12 - Grievance Procedure.....	9
ARTICLE 13 - Salary .....	11
ARTICLE 14 - Salary Schedule Placement.....	11
ARTICLE 15 - Olympia Educational Administrative Professionals Association Medical/Dental Benefits Distribution.....	12
ARTICLE 16 – Staff Development .....	12
ARTICLE 17 – Stipends and Incentive Pay .....	13
ARTICLE 18 - Leaves .....	13
Washington Paid Family and Medical Leave .....	15
ARTICLE 19 - Vacation.....	16
ARTICLE 20 - Contract Distribution .....	17
ARTICLE 21 - Saving Clause .....	17
ARTICLE 22 - Association Security .....	17
ARTICLE 23 - Closure of Offices and Employees Responsibility During Emergency School Closure .....	18
ARTICLE 24 - Duration, Waiver and Complete Agreement .....	19
APPENDIX A -- Salary Schedule .....	20
Appendix B – Calendar Days .....	21
APPENDIX C -- DUE PROCESS CONFERENCE FORM .....	22
APPENDIX D -- Shared Leave Transfer Form .....	23
APPENDIX E -- Grievance Review Request Form .....	24
APPENDIX F – Just Cause.....	25

## **PREAMBLE**

Pursuant to the conditions set forth in the Public Employees 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 who have school building specific duties. 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. 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 workforce 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 updated to reflect any such mutually agreed upon changes.

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

A. The employees' salary is based on 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. For the purpose of determining overtime, the work week shall

be defined as the period between Monday and Sunday of each week. Employees returning to District employment from the prior school year will be given notice annually of their anticipated number of days of work. Barring exigent circumstances, overtime will be paid when an employee works more than 40 hours in a work week with the pre-approval of their supervisor.

- 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. 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.

In order to allow for mutually agreeable flexible scheduling between the OEAPA member and their supervisor, overtime rates shall apply if an employee is required to work in excess of forty (40) hours per week.

- 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.
- G. Each employee will be allocated 12 optional hours to use as discretionary time during the school year when there is additional work to complete, ie. beginning of the year, end of the year, first and last day of the month.
- H. Hours worked beyond thirty-two (32) during the first week of school will be paid or comped at one and one-half (1 1/2) times the employee's regular rate of pay.

#### **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. Probationary employees shall be paid at the

probationary rate during the probationary period. 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 a Paraeducator) may transfer that seniority for purposes of qualifying for vacation only to a job in the bargaining unit. For vacation schedule see Article 19, page 16.
- 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 Administrative Professional 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.

The OEAPA and the District agree to work collaboratively to update all job descriptions to reflect current duties and job responsibilities.

- C. Requests for reclassification must be submitted to the Human Resources Director no later than May 1st. The review will be completed no later than July of each school year. 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. A “Classification Review Committee” (CRC). The CRC will review and act on reclassification following the rejection of any submitted reclassification by the HR Director or designee. The

Committee shall be equally comprised of representatives of the District and the Association. Each party shall choose their representatives to the Committee.

#### **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. Such signature shall reflect receipt, not necessarily agreement. 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 Lead Administrative Assistant of each school building or office for posting for at least five (5) district business days. During the summer, individual employees may access the District website to check job postings.

Job applications will be received only from OEAPA members for the first five (5) district business days for office personnel vacancies. Those applicants must be interviewed and considered prior to consideration of other applicants.

If no OEAPA applicants are 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 Director of Human Resources. 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 Human Resources Director 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 prior to 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, emailed, or mailed by USPS 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 (see Appendix F). The specific grounds forming the basis for such action will be made available to the employee. 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.
- B. Following an oral warning when applicable, discipline of staff members shall normally be progressive in routine cases of unsatisfactory behavior to consist of the following steps:
  - 1. Letter of direction clearly identifying the problem and a timeline to correct the problem. See Appendix C.
  - 2. Should the employee's behavior continue to be unsatisfactory, the principal or supervisor may recommend suspension, suspension without pay or discharge, whichever is considered by the District as appropriate. Prior to implementation the reasons for suspension without pay or discharge shall be in writing and delivered to the affected employee as prescribed in this Agreement.
  - 3. Nothing in this section shall limit the District in taking immediate and severe disciplinary action in cases of sudden and/or extraordinary behavioral or performance problems.

Discharge of an employee with fewer than 90 days of successful service, is not subject to just cause.

- C. 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, within the allowance of the law. 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 Human Resources 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, and reimbursed at the current IRS rate for mileage.
- I. Unit members who regularly perform "nursing room services (medication dispensing, first aid, etc.) will be paid a stipend. Stipends will be divided among appropriate member(s) with mutual consent between member(s) and their supervisor, and are provided as follows to each site:

\$1200.00 for each elementary, middle, ORLA, and Avanti, and \$2400.00 at the high school. Building administrators will submit a "Nurses Room" stipend plan including allocations and employee signatures to the Human Resources Office no later than October 1 of the current school year if there is a conflict between members as to who attends to the nurses room duties, the final decision will be made by the building principal.

- J. When a vacant position is posted, the District reserves the right to review job requirements, and to adjust the posted salary range based on the actual position being posted, job duties performed, skills required, and educational requirements. All bargaining unit members shall have the opportunity to apply for all open positions within the bargaining unit.

## **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. This may be done through email or through the use of Employee Access, as it becomes available.
- 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 Human Resources Director. 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 E) 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 their experience step in the range of the position being filled. 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.
- 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 Olympia School District and the OEAPA mutually agree that the contract may be reopened during the contract period for the sole purpose of salary discussions should health care costs increase markedly.

### **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 Paraeducator 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 O.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, applicable military insurance, or other District provided medical plan options. 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 prorated 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 prorated 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, but these program costs will not be eligible for payment from the pool. They will be subject to the overrun provisions above.

#### **ARTICLE 16 – Staff Development**

Employees will have six (6) staff development hours to use for training during the school year. Staff Development hours will be prorated for any employee hired after the beginning of the school/work year. 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 Lead Administrative Assistants in each building 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:

<b>Program or Vocational Certificate</b>	<b>\$400</b>	<b>Associate</b>
<b>Degree</b>	<b>\$500</b>	
<b>Bachelor’s Degree or Higher</b>	<b>\$750</b>	

- All Certificates must be in a field that directly relates to job duties

An annual longevity incentive of \$500.00 will be paid on the September payroll 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.

### **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 on their February pay warrant 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 be 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 D). 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.

### **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 Human Resources 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. No 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. A condition of the leave of absence will be that the employee notifies the District of their intent to return for the following school year by May 1<sup>st</sup>.

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.

### **Washington Paid Family and Medical Leave**

Washington State Paid Family and Medical Leave (PFML). Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay 50% of the premium.

### **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**

Vacation leave will be accrued on a monthly basis over a nine-month school year, based on the Vacation schedule listed in Article 19. Vacation 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 Human Resources. Vacation leave usage within a given building at one time shall not be so extensive as to disrupt programs substantially.

**Vacation Accrual Schedule (12 Month Employees) \***

Number of Years	Vacation Days	Number of Years	Vacation Days	Number of Years	Vacation Days
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 shall be prorated, based on the total hours/FTE per year (2080 = full year). For employees whose FTE is below 1.0, vacation compensation will be added to total annual compensation and paid in the June salary warrant. For payment in June, any employee wishing to take leave in June must notify the payroll office of the leave no later than June 1 of each year.

Full-time (1.0) employees who accrued vacation may carry over vacation to the following year, although no employee may carry more than fifty (50) days of vacation at any time.

Employees working more than 240 days per school year, may carry over up to 10 vacation days per year. Employees must inform the District – by email to Payroll – by no later than June 1st, of the total number of days – up to 10 - they desire to carry over.

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.

### **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 this agreement available to members represented by the OEAPA, within twenty (20) working days following ratification by the Board, by posting it on the appropriate District website.

### **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 the employee cannot travel to work safely, he/she may choose to utilize emergency leave.

In the event that conditions force a closure of a work-site, employees who are scheduled to work 240 days or greater may utilize emergency leave, vacation leave, compensatory time or make arrangements to work at another site or home with the approval of their supervisor. Employees may also make up missed time if it is mutually agreeable between the supervisor and employee. Making up missed time shall not constitute overtime pay.

Employees scheduled to work less than 240 days will make up their time by having days added to their calendar. These employees should not report to work and there is no need to take leave at the time.

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

The period of this contract shall be September 1, 2018 through August 31, 2020.

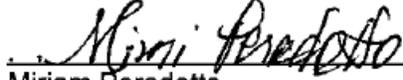
This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, except as otherwise provided herein. For the period of this agreement, increases in wage rates and maximum insurance amounts will be the amount authorized by the legislature and funded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

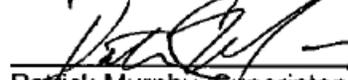
IN WITNESS WHEREOF, the parties have hereunto set their hand and seal.

Attest:

For the Association:

  
\_\_\_\_\_  
Miriam Peradotto  
President

For the District:

  
\_\_\_\_\_  
Patrick Murphy, Superintendent  
Secretary of the Board

**APPENDIX A -- Salary Schedule**

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

<b>2018-2019 OEAPA Salary Schedule - 6.5% increase</b>							
<b>Range/Steps</b>	<b>1</b>	<b>3</b>	<b>4</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>14</b>	\$ 17.29	\$ 17.93	\$ 18.48	\$ 19.02	\$ 19.56	\$ 20.10	\$ 20.66
<b>16</b>	\$ 18.60	\$ 19.27	\$ 20.54	\$ 20.98	\$ 21.50	\$ 22.47	\$ 23.35
<b>18</b>	\$ 19.74	\$ 20.37	\$ 21.42	\$ 21.88	\$ 22.36	\$ 23.34	\$ 24.27
<b>20</b>	\$ 21.67	\$ 21.99	\$ 22.66	\$ 23.40	\$ 24.15	\$ 24.93	\$ 25.85
<b>22</b>	\$ 23.06	\$ 23.79	\$ 24.52	\$ 25.25	\$ 25.98	\$ 26.71	\$ 27.43
<b>24</b>	\$ 24.47	\$ 25.05	\$ 25.65	\$ 26.24	\$ 26.81	\$ 27.41	\$ 28.00

<b>2019-2020 OEAPA Salary Schedule - 4.1% increase</b>							
<b>Range/Steps</b>	<b>1</b>	<b>3</b>	<b>4</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>14</b>	\$ 18.00	\$ 18.67	\$ 19.24	\$ 19.80	\$ 20.36	\$ 20.93	\$ 21.50
<b>16</b>	\$ 19.36	\$ 20.06	\$ 21.38	\$ 21.84	\$ 22.38	\$ 23.39	\$ 24.31
<b>18</b>	\$ 20.55	\$ 21.21	\$ 22.30	\$ 22.77	\$ 23.27	\$ 24.29	\$ 25.27
<b>20</b>	\$ 22.56	\$ 22.89	\$ 23.59	\$ 24.36	\$ 25.14	\$ 25.95	\$ 26.91
<b>22</b>	\$ 24.01	\$ 24.77	\$ 25.53	\$ 26.29	\$ 27.05	\$ 27.81	\$ 28.56
<b>24</b>	\$ 25.47	\$ 26.07	\$ 26.70	\$ 27.31	\$ 27.91	\$ 28.54	\$ 29.15

**Appendix B – Calendar Days**

OEAPA members, Range 18 and above, will have two training days added to their regular work calendar. Training days will be scheduled for the two days prior to the regularly scheduled return to work day for the lead admin professional at either the elementary or secondary level.

<b>Position</b>	<b>Calendar Days</b>
Elementary Lead	217 day calendar
Elementary Assistant Secretary	197 day calendar
Middle School Lead	242 day calendar
Middle School Assistant Secretary	199 day calendar
High School Lead Secretary	242 day calendar
High School Receptionist	191 day calendar
High School Attendance	191 day calendar
HS ASB Secretary	207 day calendar
HS Athletic Secretary	201 day calendar
HS Library Assistant	191 day calendar
Other HS Assistant Positions	Calendars vary

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

**PLEASE READ THIS PAGE CAREFULLY BEFORE FILLING OUT DONATION FORM. If you have any questions, please call Human Resources at 360-596-6185.**

**Purpose:** The purpose of the Washington State leave sharing program is to permit state employees, without significantly increasing the cost to the state for leave, to come to the aid of another state employee: 1) who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition; or, 2) who has been called to service in the uniformed services; or 3) consequence of domestic violence, sexual assault, or stalking and where the fact of either 1), 2), or 3) has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

**You may donate annual leave or accrued sick leave.**

1. Donations are processed by hours.
2. Do not contribute annual leave hours which would reduce your balance to less than 10 days (80 hours), or the prorate equivalent if you are less than full-time, or contribute any excess annual leave hours that you would otherwise be unable to use because of any approaching anniversary date.
3. Do not contribute accrued sick leave hours which would reduce your balance to less than 22 days.
4. All unused days donated to a specific person will be returned to the donator.
5. No employee shall receive a total of more than 522 days of leave during length of employment.

**SHARED LEAVE TRANSFER FORM**

**I authorize the Olympia School district to transfer \_\_\_\_\_ hours of my eligible earned sick/annual Leave for:**

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

**Specific Donation For:** \_\_\_\_\_  
**PRINT NAME**

**By** \_\_\_\_\_ **Bldg. Location** \_\_\_\_\_ **Date** \_\_\_\_\_  
*PRINT YOUR NAME*

**By:** \_\_\_\_\_  
**Payroll Supervisor**

**APPENDIX E -- Grievance Review Request Form**

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

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).}

## **APPENDIX F – Just Cause**

### **WHAT DOES “JUST CAUSE” MEAN?**

The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, was there evidence or proof that the employee was at fault?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?