

COLLECTIVE BARGAINING AGREEMENT

between the

**ORGANIZED CLASSIFIED ASSOCIATION
OF OROVILLE**

and the

**OROVILLE SCHOOL DISTRICT NUMBER
410**

September 1, 2018 to August 31, 2021

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PREAMBLE

This Agreement is by and between the Oroville School District No. 410 and the Organized Classified Association of Oroville, and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment pursuant to RCW 41.56.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions

1. The term "**District**" shall mean the Oroville School District No. 410, Okanogan County, Washington State; or its agents.
2. The term "**Board**" shall mean the Board of Directors of the District.
3. The term "**Association**" shall mean the Organized Classified Association of Oroville, which is affiliated with the Washington Education Association, the National Education Association and North Central Washington UniServ Council.
4. The term "**Parties**" shall mean the District and the Association.
5. The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "**Day**" shall mean any day the business office is open for business with the public.
8. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
9. The term "**President**" shall mean the President of the Organized Classified Association of Oroville.
10. The term "**Temporary Employee**" shall mean an employee who is replacing a regular employee on a paid or unpaid leave of absence or an employee temporarily assigned to another position for a period of ninety (90) or more consecutive full shifts. Placement on the salary schedule shall be pursuant to District seniority. No other provisions of the Agreement are applicable to temporary employees. The District may terminate the employee at the end of the assignment which shall not be subject to appeal.

Section B. Recognition

1. **Bargaining Unit**: The District recognizes the Association as the exclusive bargaining agent for all custodians, maintenance, bus drivers, paraeducators, classified librarians, and secretaries of the District excluding supervisors, and confidential employees.
2. **Long-Term Substitutes**: The term "long-term substitute" shall mean any person who has substituted for another employee and who has worked thirty (30) or more full shifts during the current or immediately preceding contract year. Long term substitutes shall be paid at the beginning level of the salary schedule.
3. **Exclusivity**: The District shall not recognize or bargain with any other employee organization

seeking or claiming to represent employees unless such organization has been certified by the Public Employees Relations Commission (PERC) as the exclusive bargaining agent for employees.

Section C. Status of Agreement

This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

Section D. Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement to any employee or groups of employees shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

Section E. Distribution of Agreement

After bargaining is concluded, the Association shall prepare a draft copy of the agreed upon contract language. Said draft shall be read and reviewed by the District and Association. After mutually agreed corrections have been made (if necessary), a final draft will be signed and ratified by the parties. The District will give a copy to each new employee and distribute copies to the appropriate administrators. The Association will print and distribute copies of the agreement to current members. A copy of the contract will also be made available on the District webpage.

Section F. Joint Meetings

Representatives of the Parties shall meet quarterly during the regular school year in order to monitor the administration of the agreement and pursue mutual problem solving. Such meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.

Section G. Policy Manual

The District shall maintain a current copy of district policies online for public access, and shall send a copy of updated policies to association president when new ones are approved.

ARTICLE II. BUSINESS

Section A. Dues Deduction

Representation fee language was removed in the 2018-19 contract negotiations. If changes to current law allow, this language will revert back to the 2017-18 contract language.

Members: Upon receipt of a written authorization the District shall deduct dues required for membership in the Association, including NEA and WEA.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to the Washington Education Association (WEA) by the employee during the thirty days immediately preceding the start of the work year.

Dues deduction forms must be delivered to the business office within thirty (30) days from the start of work year, or within thirty (30) days of an individual's beginning date of employment, whichever is later.

Section B. Other Deductions

Upon receipt of written authorization, the District agrees to deduct from the salary of employees, premiums for those insurance and annuity programs which have been approved by the Association and the District. The sums which are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization. The Association will indemnify and hold the District harmless for any legal claims on actions relating to the entities receiving deducted funds. The Association agrees that the District is acting only to transmit funds.

Section C. Management Rights

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

The right to make rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement. The District shall give the Association notice of any such changes within ten (10) working days.

Section D. Association Rights

1. **Use of School Buildings:** The Association may request to use school buildings and equipment by submitting a written request to the building principal or superintendent one week in advance of the requested date.
2. **Association Business:** Association representatives shall have the right to investigate grievances and/or discuss matters related to the collective bargaining agreement on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations or employee work.
3. **Use of District Bulletin Boards:** The District will provide bulletin board space and allow the Association to use a bulletin board in each building location for the purpose of announcing Association meetings or Association business. The Association will keep the bulletin board space in a clean and tidy manner.
4. **Use of District Mail System:** The Association shall have the right to use the District e-mail and mail system for distribution of Association material. There is no expectation of privacy when using district email systems.
5. **New Employees:** The District shall notify the President of the name and assignment of any new hire into the bargaining unit within five (5) working days of employment.
6. **School District Budget and Financial Reporting:** Upon request, the District shall provide the President with a copy of the District's proposed annual budget as soon as it comes available,

recognizing that it is a draft and is subject to changes. Upon request, the Association shall then be given the opportunity to make such recommendations at a regularly scheduled Board meeting concerning the proposed budget prior to its adoption.

Upon request, the district will provide to the president, other financial information requested provided it is normally available.

7. **Notice of Disciplinary Action:** In the event any employee is notified of an investigation that could lead to a formal disciplinary action or a formal disciplinary action takes place, the District shall provide the President with notice of such action at the same time as the employee. Should the employee indicate in writing to the District that he/she does not wish to have the Association involved, no further action shall be taken by the Association on behalf of the member.
8. **Board Agenda:** The District will provide to the Association President copy of the Board meeting agenda and non-confidential supplemental material prior to the meeting via interoffice mail. The District will provide a copy of the Board minutes to the Association President. The President will pick up all materials at the District Office in the summer.
9. **Salary and Placement Information:** Upon request, the District shall provide the names of members of the bargaining unit, their hourly wage and FTE status to the Association President.
10. **Other Pertinent Information:** The District shall provide to the President of the Association, upon his or her request, all information relating to wages, hours terms and conditions of employment necessary for the Association to carry out its' responsibility as bargaining representative except for certain matters which cannot be disclosed as a matter of law or court ruling. The Association shall pay for the cost of generating any such information.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Non-Discrimination

The Parties shall not discriminate against any employee because of membership or non- membership in the Association, race, creed, religion, national origin, age, sex, sexual orientation including gender expression or identity, marital status, families with children, presence of any sensory, mental or physical disability, unless permitted by a bona fide occupational qualification, use of a guide dog or service animal by a disabled person, or veteran or military status.

Section B. Personnel File

1. **Right To Inspect:** Any employee shall have the right to inspect all contents of his/her own personnel file in the presence of a central office administrator or clerical person designated by the District. Such inspections shall be scheduled in advance with the District. An employee may be accompanied by an Association representative.
2. **Location:** The District shall maintain the employee's personnel file at the District Office. The Superintendent shall be responsible for safeguarding personnel files and shall sign an inventory sheet to verify the contents of a personnel file, if the employee so requests.
3. **Placement of Materials:** Employees shall be given a copy of any material that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity to attach written comments within ten days of the receipt of the material. Employees shall indicate they have seen such materials and have received a copy thereof by affixing their signature and dating the copy that is to go into the file.

Employees cannot refuse to sign an acknowledgement that they have seen materials added to their

personnel file. Refusal to sign this acknowledgement could lead to progressive disciplinary action.

4. **Removal of Materials:** After seven (7) years, the District may remove and destroy employee's evaluation reports. After three years, upon request of the employee, the District shall remove and destroy any adverse materials (excluding evaluation reports) upon which no subsequent action has been taken except that certain information required by law or court ruling shall be retained.
5. **Principal's/Supervisor's Working File:** Principal's/Supervisors may keep working files on employees in their building; however, such files (including computer generated files) shall be expunged at the end of each school year.

Section C. Due Process and Just Cause

1. **Just Cause:** No employee will be disciplined or adversely affected without just cause.
2. **Written Grounds:** The specific grounds forming the basis for disciplinary actions shall be made available to the employee and the Association in writing.
3. **Hearings:** Employees shall have the right to a fair hearing and confrontation of witnesses through the grievance process.
4. **Association Representation:** The District agrees to advise all employees of their right to representation, and will allow up to one full workday for said representative to attend disciplinary investigative meetings.
5. **Complaints Against Employees:** Any oral or written complaint against an employee that may lead to disciplinary action shall be promptly called to the attention of the employee unless otherwise required by law or court ruling. No complaint against an employee may be used in a disciplinary action against that employee unless the complaint was discussed with the employee within twenty (20) days of receiving such complaint. Such timeline will be suspended during times of investigation.

Section D. Employment Notice, Filling Vacancies and New Positions

1. **Notice to Continuing Employees:** The District will give employees written reasonable assurance of continued employment by June 1. By August 15, the District shall notify employees of hours and days to be worked. Additional assigned hours shall be by seniority and qualifications. The District will not reduce the number of jobs without consultation with the Association. The District will make every effort not to fragment jobs or have split shifts.
2. **Job Descriptions:** Job descriptions shall be provided to employees when first hired and whenever they are changed with the understanding that they do not represent an all-inclusive list of job responsibilities.
3. **Posting:**
 - a. **Posting During the Work Year:** All bargaining unit vacancies including newly created positions, occurring during the work year shall be reported to all members of the Association by email and posted in each work site for a minimum of five (5) days prior to advertising out of District.
 - b. **Notice During Times School Is Not In Session:** The President of the Association shall be notified of all openings which occur within the district during times when school is not in session.
 - c. **Posting During Vacation Periods:** During vacation periods, the District shall notify employees of the posting by email. If employees choose to use regular mail, they may make a request in writing, on a form provided by the employer and such employee leaves a self-addressed stamped envelope for such purpose.

4. **Transfers:** A transfer shall mean a change from an employee's current assignment to a different assignment.

When vacancies (including new positions) exist with the employer, employee transfer shall be made on the basis of seniority provided that the employee qualified to perform the required duties of the assignment and that the employee desires the transfer.

Involuntary transfer shall be made only when necessary. When such transfers are made, they shall be accompanied with a written explanation of the reasons. Employees transferred involuntarily shall be transferred only for good cause. Written notice of five (5) working days shall be given to the employee before the transfer takes place.

5. **Application for Transfer:** Employees requesting a transfer shall file a request in writing with the Superintendent. All such requests shall remain in effect for one year unless withdrawn by the employee.
6. **Filling of Vacancies:** Vacancies within the bargaining unit (including new positions) shall be posted to out of District candidates only after all qualified bargaining unit employees who have transfer requests on file or who make application for the vacancy are interviewed for the position. If there are no acceptable internal candidates as determined by administration the opening may be advertised to out of District applicants. The District reserves the right to find the employee best suited to fill the vacancy.
7. **Notice to Applicants:** All employees requesting a transfer to a vacancy or new position shall be notified within five (5) days of the employer filling the vacancy or new position. If requested by the employee, the District shall provide the reason(s) the employee was not hired in writing.
8. **New Employee Probation:** New employees shall be placed on new employee probation for the first ninety (90) working days of their employment with salary paid at the substitute rate. Termination of a probationary employee shall not be appealable. A temporary employee shall not be placed on new employee probation if hired into regular position.

Section E. Employee Protection

1. **District Insurance:** The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370 and upon annual renewal mutually agreed upon by the association will provide employees with a written summary of the coverage they have under the provisions of District insurance policies. The President is free to annually review the District's Liability Insurance Policy.
2. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the District in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and other earnest efforts provided that the employee is acting within the scope of their employment. Precautionary measures for the employee's safety shall be reported to the employee and the President by the immediate supervisor at the earliest possible time.

Section F. Harassment

Harassment of any kind shall not be tolerated. An employee believing she/he has been harassed shall file a written complaint with his or her immediate supervisor or with the Superintendent in cases where alleged harassment has taken place by the supervisor. The District shall investigate such complaint(s) pursuant to Board Policy.

Section G. Employee Daily Work Schedule

When the District has been given notice of available substitute work, then the District shall give current part-time (less than forty (40) hours per week) employees first opportunity to work as a substitute for another employee, providing the employee can meet the time requirements of the position as well as their current assignment, and does not result in payment of overtime. An employee may substitute outside of his/her category if he/she can complete his/her regular shift plus the full substitute shift without going into overtime and such assignment does not violate law or rest period. Evening custodial shifts may be fragmented to accommodate schedules when mutually agreed to by district and the employee. In the event that a full day or swing shift custodial substitute is needed current custodial employees may switch shifts prior to sub time being offered to other employees or substitutes.

Section H. District Committees

Employees who are required to participate on District committees will be time-sheeted for time beyond their normal workday.

Section I: Special Provisions for Transportation Employees:

1. Driver's Paid Time:

- a. **Route Time:** Beginning on the date of ratification of this collective bargaining agreement, route times will be those route times established during the previous school year or most current route time study. Route times will be rounded to the next five (5) minutes. Thereafter, time studies will only be done at the request of the Association for routes in question and any studies required by the District.

If an adjustment of a route time is warranted as a result of a time study, the appropriate differential will be paid or deducted at the next available pay period. Next available pay period to mean within the same month if the differential is confirmed before the fifteenth (15th) of that month or the following month if the differential is confirmed after the fifteenth (15th) of the month.

- b. Additional time will be paid for events such as breakdowns or other emergencies. Required administrative conferences and student discipline conferences shall be scheduled by the district on a case by case basis and paid at the driving rate from a separate time sheet approved by the transportation supervisor.
- c. Drivers who give up their regular run for an extra trip shall be paid for the regular run at their regular rate of pay if the extra trip is, for any reason, cancelled and the driver cannot be notified in time to drive their regular route.
- d. Trips cancelled on non-school days or after regular run time will be compensated at a two (2) hour minimum, provided the driver is not notified 24 hours in advance of the cancellation.
- e. Additional time shall be allowed by the supervisor and paid at the driving rate for the following driving related duties: fueling, cleaning, record keeping, student discipline, drills, and inclement weather. Drivers will be paid 15 minutes daily for such activities with the understanding that they are not completed every day, but rather are done as needed.
- f. Thirty minutes per day shall be allocated for the purpose of pre- and post-trip inspections and shall be paid at the driving rate.
- g. Drivers shall be paid three (3) hours at the end of the school year for securing the bus for the summer and one (1) hour in the fall to prepare the bus for the road.
- h.

2. **Extra Trips:**
 - a. **Compensation:** See Appendix A.
 - b. **Meals on Extra Trips:** Compensation for meals while on overnight extra trips shall be at the board approved rate for all employees.
 - c. **Minimum Compensation on Overnight Trips:** Drivers shall be paid at the extra trip driving rate a minimum of eight (8) hours per day, starting on the second day for trips that require an out-of-town stay. When a driver is required to forfeit regular work hours on the first day in order to work an overnight trip, the 8 hour minimum shall also be paid the first day.
 - d. **Overnight Trips:** Drivers will be reimbursed as per District policy for overnight expenses. Drivers will be guaranteed a single room of their own in overnight accommodations approved by the District.
 - e. **Cancelled Extra Trips.** If a driver gives up a regular run for an extra trip, and that trip is cancelled for any reason and the driver cannot be notified of the cancellation in time to drive their regular run, then the driver will be paid at his or her regular rate for the time of the regular run. If a trip is cancelled on a non-school day, the driver will be paid for two hours at the extra trip rate, provided the driver is not notified of cancellation 6 hours prior to the trip being cancelled.
3. **Special Training:** The District will provide an annual specialized training for drivers to assist with special education students, special needs students and any other student management issues. The (3) paid hours for special training will be divided up with 1 hour devoted to meeting with the Transportation Director and principals prior to the beginning of the school year. The remaining 2 hours will be divided up into eight 15 minute blocks, one each month for the remaining 8 months of the school year. This time will be used for driver/director issues. Compensation will be made for the first hour in September and the 2nd and 3rd hours upon completion of each of the 4 monthly sessions.
4. **Mandatory Drug and Alcohol Testing:** The parties agree to conduct mandatory drug and alcohol testing in accordance with federal laws and regulations, Board and QCL Policies. All discipline referenced in these laws, regulations and policies shall be subject to due process.
5. **Bus Route Selection/Bidding:** Bus route selection and/or bidding shall be as follows:
 - a. **Regularly Scheduled Daily Routes:** All regularly scheduled daily routes shall be posted annually by the District. Continuing regularly scheduled daily routes shall be assigned to their usual bus driver, with approval of the Transportation Director.
 - b. **Changes to Daily Routes:** Newly added daily routes and major changes in continuing regularly scheduled daily routes shall be bid by bus driver seniority providing the driver has the necessary skills for the position as determined by the transportation supervisor.
 - c. **Trips:** Trips shall be offered on a seniority-rotating basis. Refusal of a trip places the driver at the bottom of the rotating list.
 - d. **Assignment:** In the event no driver bids for a trip, the trip will be offered by the Director of Transportation or his/her designee with the understanding that such assignment may be given to a substitute driver.
6. **Remote Location Buses.** Remote location bus drivers will be compensated round trip mileage and an additional fifteen (15) minutes will be added to their route time for bus warming, winter problems, and problems associated with off-site storage. A \$15.00 per month stipend will be extended to those drivers who plug in bus heaters at their home.

ARTICLE IV. EMPLOYEE EVALUATION

Section A. Evaluation

The purpose of all employee evaluations shall be to identify specific areas in which the performance of each employee is satisfactory, unsatisfactory or needs improvement.

All evaluations shall be based upon the employee's performance of his/her job description throughout the year. Observations may or may not be planned. Employees shall be evaluated by their immediate supervisor. Each employee shall be evaluated in writing at least annually and no later than five days prior to the last student day. All monitoring or observations shall be conducted openly and with full knowledge of the employee.

Section B. Evaluation Reports

Written evaluation reports shall be presented in post-conference confidentially to each employee by their supervisor within five (5) days following its completion.

Specific suggestions as to measures which the employee might take to improve their performance will be given in each area where improvement is needed.

A copy of the evaluation shall be given to the employee at the post conference where the employee shall sign the district copy after reviewing it. Signing the evaluation only acknowledges receipt, not agreement. Failure to sign before leaving conference may lead to progressive disciplinary action.

The employee shall have the right to write and attach a rebuttal or comments to their evaluation report received by the district within 20 days of the post conference.

Section C. Negative Evaluations

In the event an employee is given a negative evaluation, the employee shall be given ninety (90) calendar days to implement the remediation recommendations. The District and the association along with the employee will develop a reasonable and specific plan of assistance to help implement the remedial plan. The employee shall be reevaluated within thirty (30) calendar days following the implementation of the remedial plan and monthly thereafter.

Following the ninety (90) calendar day remediation period, if the employee has not demonstrated satisfactory improvement in the area(s) of weakness, the Superintendent and employee shall be notified in writing of the lack of improvement along with specific documentation. Lack of necessary improvement may constitute grounds for termination.

ARTICLE V. LAYOFF AND RECALL

Section A. Seniority

The District shall prepare and maintain the seniority list ranking each employee from greatest to least seniority. Upon request each year, a copy of the seniority list and subsequent revisions shall be furnished to the President by the first week of November.

Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, or declining recall.

Seniority for layoff/recall purposes shall be defined as length of service within the District. For the purposes of this section category shall mean custodian, driver, paraeducator, and secretary.

Length of service will be based on the employees' official hiring date.

In the event one or more employees have the same seniority ranking, seniority shall be determined by lot in the presence of affected employees.

Section B. Layoff

Layoff shall be defined as a necessary reduction in the work force. Normal attrition, even if the District chooses not to fill the vacancy, is not considered a layoff.

In the event of a necessary layoff in the work force, the District within the bargaining unit shall first layoff the least senior employee(s) within category. In no case shall a new employee be employed by the District within the bargaining unit while there are laid off employees qualified for a vacant or newly created position during the two (2) year period laid off employees are in the re-employment pool.

If the District is aware of a needed layoff for the next school year, the District shall provide written notice to all affected employees and the President, on or before June 1. If the need for the layoff is determined after June 1 of any year, the District will provide at least a fourteen (14) day notice to all affected employees and the President,

Employees who are laid off shall be placed in a re-employment pool for no more than two (2) years following any RIF.

Section C. Retained Positions

Recall of employees shall be based on reverse order as determined by the final seniority list. Notification of recall shall be sent by certified or registered mail to the last known address as shown on District records. The notice shall include the time and date the employee is to report back to work. Certificated or registered mail which is non-deliverable relieves the District of re-employing anyone in the pool. It is the employee's responsibility to keep the District notified as to his/her current mailing address.

A recalled employee shall be given five (5) days from receipt of the recall notice to inform the District if he/she will accept the position. An employee who declines recall shall forfeit his/her seniority rights, provided the position offered is of relatively equivalent monetary value and does not involve a significant reduction in total compensation.

Employees shall not be reduced in seniority ranking by school employees not represented by the Association should a reduction be necessary. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years from the date of layoff.

Section D. Continuing Benefits

While in the re-employment pool, laid off employees may continue participation in District insurance programs by paying the regular monthly premium to the District, subject to carrier approval.

ARTICLE VI. LEAVES

Section A. Sick Leave.

1. **Amount:** Twelve (12) month employees shall receive twelve (12) days of sick leave per year, nine (9) and ten (10) month employees shall receive ten (10) days of sick leave per year.
2. **Accumulation:** Unused sick leave shall accumulate from year-to-year up to 180 days or up to the

annual number of days worked per year for employees working beyond 180 days.

3. **Personal Illness, Injury or Disability**: The District shall allow the employee to use accrued sick leave when the employee is unable to perform duties because of personal illness, injury or disability.
4. **Maternity**: Sick leave may be used for maternity purposes.
5. **Right to Donate**: Employees may donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, pregnancy, injury, impairment, or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment. Sick leave sharing shall be in compliance with RCW 41.04.
 - a. **Minimum Accumulation**: An employee who has an accrued sick leave balance of more than twenty-two (22) days may donate such leave.
 - b. **Maximum Donation**: Employees are allowed to grant up to six (6) days during any twelve (12) month period.
 - c. **Limits**: Employees cannot donate sick leave days that would result in their sick leave account going below twenty-two (22) days. Recipients will be limited to no more than 180 days sick leave.
 - d. **Status of Leave Employees**: While an employee is on leave transferred under this section, he or she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave.
6. **On-The-Job Injury**: In the event employees are absent for reasons which are covered by Industrial Insurance, the employee may choose to have the District pay the employee an amount equal to the difference between the amount paid by to the employee by the Department of Labor and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.
7. **Sick Leave Buy-Back Option**: Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's pay for each four (4) days of accumulated unused sick leave (accumulated in the previous calendar year), in January of each year following any year in which a minimum of sixty (60) days of sick leave are accumulated. No employee may receive pay for sick leave accumulated in excess of one (1) day per month.
8. **Death or Retirement Sick Leave Buy-Back Option**: At the time of separation from District employment due to retirement (as recognized by the Washington State Public Employees' Retirement System, whether or not the employee was a participating member of the system) or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one (1) day's per diem pay for each four (4) full days accrued leave for illness or injury.
9. **VEBA**: Employees may participate in a qualified VEBA plan as prescribed by law and regulation and subject to a Memorandum of Understanding as approved by the District. The Association will meet annually to approve procedures of participation as prescribed by law and regulation. Those association members who have in excess of 180 accumulated days may participate in the vote, majority deciding. A tie will be decided by lot.

Section B. Family Sick Leave

Two (2) days of family sick leave shall be provided to employees for a relative in the family. For the purposes of this provision, family shall mean spouse, parent, child, grandchild, grandparent, sibling or those of the employee's spouse, or others for whom the employee is legally responsible. After two (2)

days, additional family sick leave shall be deducted from sick leave.

Section C. Bereavement Leave

One (1) to five (5) days of paid bereavement leave shall be available to employees on an annual basis. Bereavement leave may be used for the death of a family member to include child, spouse, parent, step-parent, grandchild, grandparent, parent-in-law, and sibling. One (1) day of bereavement leave is available for the death of a close personal friend, aunt, uncle or cousin. Additional days beyond the one (1) day of bereavement may be requested of the superintendent in extenuating circumstances.

Section D. Emergency Leave

Two (2) days of paid emergency leave per year shall be available to employees. The nature of this leave must be an emergency that prevented the employee from working. Emergency leave shall be deducted from sick leave.

Section E. Jury Duty

Leave of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received.

Section F. Subpoena

Leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law unless the employee is the initiator of a legal action against the District. A copy of the subpoena must be furnished to the District.

Section G. Paternity Leave

An employee shall receive one (1) day of paid paternity leave for the birth of a child of the employee's spouse.

Section H. Adoptive Leave

An adoptive parent employee shall receive one (1) day of paid leave.

Section I. Personal Leave

An employee is entitled to two (2) days of paid personal leave per year. The employee must request leave at least two (2) days in advance to the immediate supervisor. The employee is not entitled to Personal Leave if:

- a. Two (2) classified employees have already been approved for Personal Leave on that same day from the same job category;
- b. No substitute is available for the date requested; or
- c. Leave is requested for the last five (5) days of the school year.

The supervisor is at liberty to grant leave despite the above restrictions to address extenuating circumstances. If an employee is eligible and entitled to take leave as provided in this section, but such leave is denied, then the employee will be paid their regular hourly rate for the personal day that was not allowed to be taken. Otherwise Personal Leave days will carry over into the next year or be cashed out at the current employee's per diem for the position at the end of the year if not taken, as follows: Each OCAO member may carry one (1) personal leave day into the next work year. No OCAO member may have more than three (3) personal leave days in any one work year. Twelve month employees who wish to carry a day over must notify the business office prior to August 31st. All other OCAO employees must notify the business office prior to the last day of school. All personal leave requests shall be approved or denied within 24 hours whenever possible.

Section J. Family Illness Leave (Family and Medical Leave Act of 1993)

Family illness leave shall be available to eligible employees pursuant to Board Policy.

Section K. Association Leave

The president of the Association and/or the duly authorized designated appointee, shall be provided up to ninety (90) hours of leave each year to participate in Association business, provided that substitutes can be secured.

Requests for any leave provided in this section must be in writing to the Superintendent, at least five (5) days before the leave is taken. The Association shall pay the actual substitute costs to the District.

Section L. Long Term Leave of Absence

The District may grant any employee an unpaid leave of absence for up to one (1) year. Employees granted such leave will be permitted to stay in the district insurance programs at their own expense (carriers permitting), shall not gain seniority or other benefits, or be granted experience advancement credit on the salary schedule for the period of leave. Upon return from such leave, the employee shall be entitled a position in the bargaining unit at substantially the same rate of pay. These leaves will be without pay.

Section M. Unpaid Personal Leave

An employee shall have the option of requesting leave up to two (2) weeks (10 work days) off without pay, in addition to above days already allowed from other leaves. Any additional days over the two (2) weeks would require additional approval. Such leave approval shall be at the discretion of the district.

Section N. Leave Verification

Any employee claiming sick leave benefits of more than five (5) consecutive school days from accumulated sick leave, shall upon request, submit a physician's statement the fifth school day after the first day of illness and every twenty (20) school days thereafter while the illness persists.

ARTICLE VII. FISCAL MATTERS

Section A. Hours of Work and Overtime

1. **Work Week**: The work week for payroll purposes shall begin on Monday and end on Sunday.
 - a. **Summer Custodial Schedule**: By mutual agreement of the parties, custodial employees may work four (4) ten (10)-hour shifts per week during the summer vacation.
 - b. School libraries will be closed for 3 mandatory non-student days of school and two additional days to be determined mutually by librarians and principals to allow sufficient closure time for librarians.

Section B. Work Shift

Each employee shall be assigned to a definite shift with designated times of beginning and ending.

The working hours of a shift can be changed by the school district with one (1) week of prior notice to the individual. If both the employee and the school district mutually agree on changing the working hours of a shift, then the shift may be changed as needed with less than a one (1) week notice.

Employees that are required to travel as part of their job will use a school vehicle or if allowed to use their personal vehicle will be reimbursed at the board approved mileage rate with a \$1.00 minimum peruse. Travel time to and from an employee's approved training, or required certification class will be time sheeted and paid at his/her hourly rate.

Section C. Hours, Lunch and Rest Periods

The normal shift for paraprofessionals, secretaries and custodians shall include an unpaid minimum thirty (30) minute uninterrupted lunch period, which may be extended to one (1) hour, by mutual agreement with the supervisor as near the middle of the shift as is practicable upon approval of the supervisor. Employees may take paid breaks as time allows or schedule with co-worker not to exceed fifteen (15) minutes per four (4) hours.

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

Section D. Secretarial Non-Assigned Duties

The Parties agree that an employee's primary responsibility is to perform the clerical duties of the assigned positions and that their energy should, to the greatest extent possible, be utilized to this end. Secretaries may be assigned duties outside of their normal work station/office for up to 15 aggregate minutes per day for supervisory duties as assigned by the principal. During any duties assigned to secretarial staff, their work station will be the responsibility of the building principal until the secretary returns.

Section E. Call Back - School Closure

Employees called back shall be paid for actual time worked with a two (2)-hour minimum guarantee.

Should an employee report to work before a decision is made to close school within 30 minutes of their scheduled start time, and is subsequently released for the day, they shall receive a two (2) hour minimum guarantee.

Section F. Thanksgiving and Christmas Early Dismissal

Employees may leave their building after student dismissal and after the students have left the school grounds, on the days preceding Thanksgiving and Christmas vacation. Employees in this section excludes bus drivers and custodians.

Section G. Overtime

One and one half (1 1/2) times the employees regular hourly rate will be paid when the employee is required and approved by either the immediate supervisor or other administrator to work more than forty (40) hours in any one (1) assigned week.

At the request of the employee, compensatory time may be substituted for paid overtime at the rate of one and one half (1 1/2) hours of compensatory time for every one (1) hour of overtime. The employee and immediate supervisor shall mutually agree upon the time and date of compensatory time.

Section H. Custodial Swing Shifts

Any custodial employee working a swing shift will receive additional compensation as per the Salary Schedule in Appendix A..

Section I. Holidays

1. All 12 month employees shall receive the following paid holidays and 2 paid In-service Days which fall within their work year.
 - (1) Labor Day*, **
 - (2) Veterans Day*, **
 - (3) Thanksgiving Day*, **
 - (4) Day after Thanksgiving*, **
 - (5) Day before Christmas*
 - (6) Christmas*, **
 - (7) New Year's Day*, **
 - (8) Martin Luther King Day*, **
 - (9) Winter Break (Should Winter Break be dropped from the calendar, the District agrees to bargain another non-student day.)
 - (10) Presidents' Day*, **
 - (11) Memorial Day*, **
 - (12) Independence Day

*9 & 10-month secretarial, and custodial employees will have ten (10) paid holidays.

**Bus Drivers and Paraeducators will have nine (9) paid holidays

- (13) Paid holidays for custodians will include the non-school day (Friday) before the Oroville May Day Celebration. Should this day be dropped, the District agrees to bargain another non-student day.
2. Nine (9) and ten (10) month secretaries will receive one In-service Day as a paid holiday and one In-service Day as a paid workday (employee option). One additional paid workday may be available on a non-school day at principal request.

Section J. Vacations

1. Annual leave with pay shall be allowed to each twelve (12) month employee in the following manner:

<u>Number of Years</u>	<u>Vacation Days</u>
1 Year	13 Days
7 Years	18 Days
11 Years	19 Days
12 Years	20 Days
13 Years	21 Days
14 Years	22 Days
15 Years	23 Days
17 Years	24 Days
19 Years	25 Days
20 Years	26 Days
25 Years	28 Days

- a. Any 12-month employee may carry over up to ten (10) vacation days into the following school year. All carry-over days, must be used by August 30 of the following school year.
- b. **Notice:** Twelve (12) month employees shall request leave from the District one (1) week in advance of planned vacations. Requests shall be granted or denied within 2 business days.
- c. Any other requests or arrangements related to vacations must be discussed and

approved by the immediate supervisor prior to taking leave.

Section K. Salary and Salary Payments

1. **Schedule:** All salary adjustments from the state for classified employees shall be negotiated with the Association. The salary schedule shall be attached as Appendix A: Classified Salary Schedule.
2. **Seniority for Salary Credit:** Seniority increments for the purpose of movement across the steps of the salary schedule shall be awarded as follows:
 - a. Increment steps shall take place on the Anniversary date of hire for all new employees.
 - b. Benefits shall be prorated to employees based on the number of hours the employee works each year and the full time employee requirement of 1440 hours.
 - c. Money from the state appropriated for benefits shall be pooled within the bargaining unit.
3. **Payment:** Unless otherwise arranged, Salary and wages shall be paid over a twelve (12) month period. Monthly payments pay warrants shall be issued on the last working day of each month. Payment for extra trips or extra time will be paid the month after the time worked. During vacation periods checks must be picked up at the District office by the employee or may be mailed to the employee providing such employee submits a self-addressed postage-paid envelope for such purpose.
4. **Severance:** All compensation owed to an employee who is leaving the District shall, be made on the last calendar day of the month, or earlier if possible.
5. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee (or the District) as soon as discovered. In the event the District has made an overpayment, the District and the employee will make a mutually agreeable plan for payback. In the event the District has underpaid, the deficit will be made up within thirty (30) days.
6. **Cell Phones:** The District shall pay \$10/month to bus drivers who are required to use their cell phones during work hours.

Section L. Insurance

1. **Contribution:** The District shall provide the full state funded amount per month per FTE, including one hundred percent (100%) of the HCA carve-out, on a pooled basis within the bargaining unit on an annual basis. The District will provide a redacted pooling distribution report to the Association upon completion of the pooling process, but in no case later than December 1st of each year.
2. **Part Time Employees:** Employees working less than 1440 hours will receive a prorata share, based on their percentage of FTE, of the maximum contribution.
3. **Available Program:** The monthly premium may be used by employees to provide the programs listed below:

Health care plan as selected by the Association.
4. **Review:** The Parties shall jointly review coverage and carriers at least annually. No change in carrier or coverage shall be made without mutual determination of the Parties.
5. **Additional Options:** In addition, any employee may participate in any District-approved voluntary programs, including Fortis Dental Insurance, provided, all premiums will be paid from

payroll deductions by the employee.

Section M. Training and Approved Courses

1. The District will provide first aid and CPR training for the duration of this agreement for those employees for which it is a job requirement. Intent is to ensure that all employees required to have a 1st aid card have them but for the district to only have to offer the class once a year.
2. The District will pay all expenses of those training courses required of OCAO employees by the District. The District will consider all requests from OCAO employees for specific workshops, inservice and training courses.

Section N. Paid Days

Any time an employee is requested and required by a supervisor to work, the employee shall be paid according to the salary schedule.

Section O. Optional Time for School Secretaries

Upon approval by the school administrator, each school secretary may timesheet up to five (5) optional days. These days may be time sheeted in hours not to exceed five (5) days. This compensated time is intended for work that may be required beyond the work day. This time may also be used for in-service training or professional development.

ARTICLE VIII. GRIEVANCE PROCEDURE

Section A. Definitions

1. Grievance is a claim by an employee that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. A grievant is an employee, a group of employees or the Association filing a grievance.

Section B. Procedure

In the event that an employee believes there is a basis for a grievance, the employee will first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative. These discussions must take place within the ten (10) day period noted in Step 1. If the grievance is not thus resolved, formal written grievance procedures may be instituted.

Step 1 Immediate Supervisor. The grievance may invoke the formal grievance procedure through the Association. A copy of the written form shall be delivered to the principal or immediate supervisor. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or designee. A grievance must be filed within ten (10) days of the occurrence, or ten (10) days of knowledge of the occurrence, of which the grievant complains.

Step 1 Reply. Within ten (10) days of receipt of the written grievance form, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance, and give his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association.

Step 2 Superintendent. In the event the grievant is not satisfied with the disposition of the grievance at Step 1, within ten (10) days after receipt of same, or if no disposition has been made within ten (10) days of such meeting, or twenty (20) days from date of filing, whichever shall be later, the grievant may appeal

to the Superintendent. Any appeal from a written decision must be accompanied by specific written reasons on which the appeal is based, and must be signed by the grievant or appropriate Association representative.

Step 2 Reply. Within ten (10) days of receipt of the written appeal, the superintendent or designee shall meet with the grievant in an effort to resolve the grievance and shall give his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association.

Step 3 School Board. In the event the Association or the grievant are not satisfied with the disposition of the grievance at step 2, within twenty (20) days after receipt of same, or if no disposition has been made within twenty (20) days, they may appeal to the school board. The school board shall schedule a hearing within 20 days of receipt of the appeal unless the timelines are mutually waived by the parties. The board shall render its final written decision within 5 days of the hearing.

Step 4 Arbitration. In the event the Association is not satisfied with the disposition of the grievance by the school board within twenty (20) days after receipt of same, or if no disposition has been made within twenty (20) calendar days of such meeting, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. Any appeal from a written decision must be accompanied by specific written reasons on which the appeal is based and must be signed by the grievant or appropriate Association representative. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within the twenty (20) calendar day period. If the parties cannot agree as to the arbitrator or arbitration agency inclusive of the Federal Mediation and Conciliation Service (FMCS) or the Washington State Public Employment Relations Commission (PERC) within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected from a list of arbitrators issued by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. The parties shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in jurisdiction of the arbitrator, or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding on all parties, and the issue which was arbitrated shall not be placed before any other governmental agency for further consideration.

1. **Arbitration costs:** Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

2. **Jurisdiction of the Arbitrator:** The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry to specific areas of the Agreement as cited in the grievance form. The arbitrator shall make no punitive monetary awards, not substitute his/her knowledge for the expressed provisions of this contract under question. The arbitrator shall rule exclusively as to the compliance or non-compliance of the Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance. The arbitrator shall have no authority to make an award which is not in conformance or consistent with law.

Section C. Election of Remedies

Any matter which has an alternate form of resolution (Superior Court, Human Rights Commission, PERC, OCR, U.S. Department of Labor, etc.) may be utilized by an employee in place of arbitration, but in no case will arbitration be allowed or utilized in addition to alternative remedies such as those illustrated above.

Section D. Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of

the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section E. Grievance and Arbitration Hearings

All hearings or conferences pursuant to this Grievance Procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

Section F. Continuity of Grievance

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

ARTICLE IX. DURATION

Effective dates: This Agreement shall be a three (3) year agreement, and shall be in effect from September 1, 2018 to August 31, 2021.

Any re-openers shall only be done by mutual consent of both parties or by impact of Legislative action other than salary.

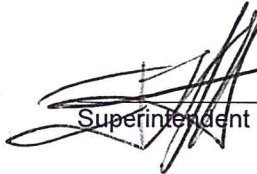
For the 2019-20 school year the Salary Schedule (Appendix A) will be increased by 3% or the Implicit Price Deflator (IPD) increase from the State, whichever is higher. For the 2020-21 school year the Salary Schedule (Appendix A) will be increased by 2% or the Implicit Price Deflator (IPD) from the State, whichever is higher.

Bargaining of a successor agreement shall begin upon written notice to the District from the Association.


SIGNATURE PAGE


Executed this 24th day of September, 2018, at Oroville, Okanogan County, Washington, by the undersigned officers with the authority of and on behalf of the parties.

For the District:

 9-28-18
Superintendent Date

For the Association:

 9/26/2018
Association President Date

 9/28/18
Board President Date

Date of Ratification by the Association

Date of Approval by the School Board

APPENDIX A. SALARY SCHEDULE

2018-19

OROVILLE SCHOOL DISTRICT NO. 4

CLASSIFIED SALARY SCHEDULE – HOURLY PERSONNEL

**2018-
2019**

POSITION:	BEGIN	YEARS COMPLETED						
		1 YR.	5 YRS.	10 YRS.	15 YRS.	20 YRS.	25 YRS.	30 YRS.
Day Custodian	\$16.78	\$17.39	\$18.00	\$18.59	\$19.20	\$19.80	\$20.42	\$21.04
Swing Shift Custodian	\$17.29	\$17.91	\$18.52	\$19.12	\$19.72	\$20.34	\$20.96	\$21.56
Bus Driver	\$19.03	\$19.63	\$20.84	\$21.71	\$22.32	\$22.68	\$22.94	\$23.30
Secretary	\$18.01	\$18.63	\$19.24	\$19.82	\$20.44	\$21.06	\$21.67	\$22.26
Classified Librarian	\$16.35	\$16.98	\$17.58	\$18.19	\$18.79	\$19.41	\$20.01	\$20.62
Paraeducator	\$15.58	\$16.20	\$16.80	\$17.41	\$18.02	\$18.63	\$19.24	\$19.82
Extra-curricular Bus rate	\$16.17							

***Special Ed High Needs/Intensive Support Paraeducators:** Those who support students with severe behavior needs who can be reasonably expected to act in a physically aggressive manner, requiring frequent restraint or physical redirection. "High needs/intensive support" also includes the requirement of toileting, diaper changing, bathing, catheterization, feeding or any new State Statutes and Regulations for medically fragile students. The program director, principal and superintendent or designee will determine which student/students are high needs and medically fragile. An additional \$0.50 cents per hour will be paid to those who qualify. This is not intended for break or lunch coverage.

APPENDIX A. SALARY SCHEDULE

***2019-20 Projected with 3%**

OROVILLE SCHOOL DISTRICT NO. 4

CLASSIFIED SALARY SCHEDULE – HOURLY PERSONNEL

**2019-
2020**

POSITION:	BEGIN	YEARS COMPLETED						
		1 YR.	5 YRS.	10 YRS.	15 YRS.	20 YRS.	25 YRS.	30 YRS.
Day Custodian	\$17.29	\$17.91	\$18.54	\$19.15	\$19.78	\$20.39	\$21.03	\$21.67
Swing Shift Custodian	\$17.81	\$18.45	\$19.07	\$19.70	\$20.31	\$20.95	\$21.59	\$22.20
Bus Driver	\$19.60	\$20.22	\$21.46	\$22.36	\$22.99	\$23.36	\$23.63	\$24.00
Secretary	\$18.55	\$19.19	\$19.81	\$20.42	\$21.05	\$21.69	\$22.32	\$22.93
Classified Librarian	\$16.84	\$17.49	\$18.11	\$18.73	\$19.36	\$19.99	\$20.61	\$21.23
Paraeducator	\$16.05	\$16.68	\$17.31	\$17.93	\$18.56	\$19.19	\$19.81	\$20.42
Extra-curricular Bus rate	\$16.66							

***Special Ed High Needs/Intensive Support Paraeducators:** Those who support students with severe behavior needs who can be reasonably expected to act in a physically aggressive manner, requiring frequent restraint or physical redirection. “High needs/intensive support” also includes the requirement of toileting, diaper changing, bathing, catheterization, feeding or any new State Statutes and Regulations for medically fragile students. The program director, principal and superintendent or designee will determine which student/students are high needs and medically fragile. An additional \$0.50 cents per hour will be paid to those who qualify. This is not intended for break or lunch coverage.

APPENDIX A. SALARY SCHEDULE

2020-21* Projected with 2%

OROVILLE SCHOOL DISTRICT NO. 4

CLASSIFIED SALARY SCHEDULE – HOURLY PERSONNEL

**2020-
2021**

POSITION:	BEGIN	YEARS COMPLETED						
		1 YR.	5 YRS.	10 YRS.	15 YRS.	20 YRS.	25 YRS.	30 YRS.
Day Custodian	\$17.63	\$18.27	\$18.91	\$19.54	\$20.17	\$20.80	\$21.45	\$22.10
Swing Shift Custodian	\$18.17	\$18.82	\$19.45	\$20.09	\$20.72	\$21.37	\$22.02	\$22.65
Bus Driver	\$19.99	\$20.63	\$21.89	\$22.81	\$23.45	\$23.83	\$24.10	\$24.48
Secretary	\$18.92	\$19.57	\$20.21	\$20.82	\$21.47	\$22.12	\$22.76	\$23.39
Classified Librarian	\$17.18	\$17.84	\$18.47	\$19.11	\$19.74	\$20.39	\$21.02	\$21.66
Paraeducator	\$16.37	\$17.02	\$17.65	\$18.29	\$18.93	\$19.57	\$20.21	\$20.82
Extra-curricular Bus rate	\$16.99							

***Special Ed High Needs/Intensive Support Paraeducators:** Those who support students with severe behavior needs who can be reasonably expected to act in a physically aggressive manner, requiring frequent restraint or physical redirection. “High needs/intensive support” also includes the requirement of toileting, diaper changing, bathing, catheterization, feeding or any new State Statutes and Regulations for medically fragile students. The program director, principal and superintendent or designee will determine which student/students are high needs and medically fragile. An additional \$0.50 cents per hour will be paid to those who qualify. This is not intended for break or lunch coverage.

APPENDIX B. FORMAL GRIEVANCE FORM

NAME OF GRIEVANT: _____

ASSIGNMENT _____ **BUILDING** _____

DATE _____

PERSON TO WHOM GRIEVANCE IS SUBMITTED : _____

SPECIFIC CONTRACT ARTICLE, BOARD POLICY, CODE, RULE, REGULATION, PRACTICE, OR HEALTH OR SAFETY CONDITION PURPORTED TO BE IN VIOLATION OF CBA:

BRIEF DESCRIPTION OF GRIEVANCE: _____

DATE GRIEVANT BECAME AWARE OF VIOLATION: _____

REMEDY SOUGHT: _____

SIGNATURE OF GRIEVANT: _____

DATE: _____

Send the original signed grievance to the person with whom the grievance is filed. Send one copy each to the Superintendent and Association President. Keep one copy