COLLECTIVE BARGAINING AGREEMENT BETWEEN

ODESSA SCHOOL DISTRICT #105-157-166J

AND

PUBLIC SCHOOL EMPLOYEES OF ODESSA

SEPTEMBER 1, 2021 - AUGUST 31, 2024



Public School Employees of Washington/SEIU Local 1948

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PREAMBLE

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This Agreement is made and entered into by and between the Board of Directors of the Odessa School District, hereinafter the "District" and Public School Employees of Odessa, an affiliate of Public School Employees of Washington/SEIU Local 1948, hereinafter "Association".

The parties agree that it is in their mutual interest to promote systematic and effective employeemanagement cooperation; to confer and negotiate in good faith, with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions and to promote reasonable employee participation in the development of personnel matters.

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Exclusive Representation. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of

representing the interests of all such employees. Section 1.2. Exempt Classified Employees.

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

Section 1.3. Classifications of Employees. The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general classifications: Transportation, Custodial/Maintenance, Food Service, and

The following positions are exempt from PSE membership: The Secretary to the Superintendent, District Business Manager, K-12 Secretaries, Transportation Supervisor, and Director of Facilities.

Section 1.4. Substitute Classified Employee. Substitute classified employees employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes, are regular part-time employees of the District and are included in the bargaining unit and limited in coverage to Articles I, II and IV of the Agreement.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Authority of Management. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions 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; 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 operations undertaken by the employees in the unit are to be conducted.

Section 2.2. Reasonable Rules and Regulations.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules, regulations, and policies related to 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 the Association.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Right to Join the Association.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual.

Section 3.2. Matters of Personal Concern.

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

Section 3.3. Association Representation.

Employees subject to this Agreement have the right to have Association representatives present at discussions between themselves and supervisors or other representatives of the District when employees have reason to believe that the discussion may result in disciplinary action.

Section 3.4. Right to Delegate.

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

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Section 3.5. Discrimination.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

Section 3.6. Personnel File.

There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District administration office. Each employee shall have the right upon request, and after making an appointment for that purpose with the personnel administrator, to review the contents of his/her official personnel file. The review shall be made in the presence of the administrator responsible for safekeeping of these files. During the review employees shall be allowed to copy any material therein and shall be permitted to make a written inventory of material there, and, on request, have such inventory signed and dated by a representative of the administration. Employees shall be allowed to attach written comments to anything placed in their personnel file.

Section 3.6.1. Personnel File Documents.

Employees shall be given a copy of any material that is placed in their personnel file within five (5) days of placement in the file.

Section 3.7. Association Leave and Release Time.

Classified employees who are duly authorized by the Association and who are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or other meetings relating to matters between the District and the Association shall suffer no loss of pay for attendance at said meetings.

Release time shall be granted to the Association President or his/her designees to carry out the duties of his/her office. The total amount of release time will be a maximum of ten (10) days a year, not to exceed two (2) days in any given month. Substitute cost shall be reimbursed by the Association.

Section 3.8. Union Release Time.

Release time for Odessa PSE members requested by the Public School Employees of Washington/SEIU Local 1948 State organization may be granted to the employee. All costs associated with the employee's absence will be reimbursed by PSE of Washington. Request for release time will be handled through the Superintendent's office and shall be submitted no less than two weeks prior to date of requested days off.

Section 3.9. Evaluations.

The purpose for observations and evaluation is not only to observe the quality and quantity of the work of the employee, but to evaluate and guide the employee in the performance of the employee's duties in a positive and helpful manner.

The immediate supervisor will be responsible for the evaluations which will occur at least once in the employee's work year, except that new employees shall be evaluated twice during their first year of employment. Each supervisor shall address concerns within fifteen (15) working days of the event throughout the school year with the employee. Shall the Supervisor fail to address concerns with the employee the concerns shall not be placed on the evaluation form.

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Employees will have the opportunity to discuss the evaluation with their immediate supervisor. The employee will sign the evaluation acknowledging receipt of the evaluation; however, such signature does not necessarily imply agreement. Employees shall be allowed to attach rebuttal statements to said evaluation which shall be attached to the evaluation in the personnel file.



RIGHTS OF THE ASSOCIATION

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Section 4.1. Association Rights & Responsibilities.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices affecting PSE members which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

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Section 4.2. Notification of New Hires.

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The District shall inform the Association of all new hires within ten (10) business days of their hire.

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Section 4.2.1. New Employee Orientation.

Section 4.4. Association Representatives Check In.

Orientation will be provided to all new employees to review all paperwork to include hours, wage, and benefits. The District will provide the Union reasonable access to new employees for the purpose of presenting information about their exclusive bargaining representative. This thirty (30) minute meeting with local PSE representatives may occur at the new hire's discretion, during the new hire's work time, within ninety (90) days of their hire date but scheduled not to interfere with District operations.

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Section 4.3. Right to Delegate.

the District premises.

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

permission shall have access to the District premises during business hours, provided that no

obstruct the normal flow of work. Notification to the District shall be to the School District

Representatives of the Association upon making their presence known to the District and receiving

conferences or meeting between employees and Association representatives will in any way hamper or

Superintendent or his designee if the Superintendent is not present when said representative arrives on

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ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. Workweek.

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



Section 5.2. Definite Shifts.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. Each employee shall be assigned to a definite and regular shift and workweek, which shall only be changed in the event of emergency or upon two (2) weeks prior notice to the employee.

Section 5.3. Rest Breaks and Lunch Breaks.

The regular workday shall include one (1), fifteen (15) minute rest break for each four (4) hours of work and any employee working a shift exceeding four (4) hours shall have a one-half (.5) hour uninterrupted lunch period without pay.

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Section 5.4. Working through Lunch.

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 the employee's regular hourly rate subject to the application of overtime rate pursuant to Article V, Section 5.6.

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Section 5.5. Unusual School Closure.

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event the employee has actually been notified by the District of the closure prior to leaving home for work, or in the event that the employee could not be reached by the District by exercise of reasonable means of communication.

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Section 5.5.1. Late Start Options.

In the event that the District decides to start school later than the regular time, employees have the following options:

If the employee comes to school before the time scheduled for the start, he/she shall be paid for the time they are in attendance, but no more than their regular shift (or overtime, if approved).

2. The employee may use accrued compensatory time to off-set the shortened shift due to

the late start.

3. The employee may use accrued paid leave (personal, vacation or sick leave) to off-set the late start. Verification may be required to use sick leave.

4. If the employee does not report to work, he/she will be recorded as having leave

without pay for the time not in attendance due to the shortened day.

5. The employee may request and be approved to "make-up" the time on a case-by-case basis

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Section 5.6. Overtime.

All hours worked in excess of the regular forty (40) hour workweek shall be compensated at the rate of one and one half (11/2) times the employee's base hourly rate of pay or one and one-half (11/2) hours of compensatory time per one (1) hour worked at the employee's option.

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Overtime must be "pre-approved" by an administrator or the District Business Manager except in instances of obvious safety or security matters.



Overtime will be reimbursed to the closest quarter hour. When compensatory time is selected, it must be used within the following sixty (60) working days. Compensatory time not used within sixty (60) working days shall be compensated at the appropriate rate of pay.

Section 5.7. Call Back.

Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

Section 5.8. Transportation.

Section 5.8.1. Regular Open Route.

At any time, a regular route is open, the District will notify the regular drivers and open the position for first consideration in accordance with Article VIII, Section 8.7.

Section 5.8.2. Beginning of the School Year.

Bus Drivers will receive eight (8) hours (two [2] hours all-staff training, four [4] hours required to specific bus training, two [2] hours for other functions) prior to school starting to attend inservice, clean buses, establish routes, dry run, call parents and clean motor pool vehicles. This extra time will be time sheeted.

Section 5.8.3. Overnight Field Trips and Athletic Events.

No bus driver will be forced to take a trip in place of a regular daily route if the driver will earn less money on the trip. Bus drivers will be paid one hundred and fifty dollars (\$150.00) per day for overnight trips.

Section 5.8.4. Trip Sign Up Sheet.

The trip sign-up sheet shall provide the following information: date, destination, starting time, and approximate length of the run, whenever possible, trip shall be posted for five (5) working days, except for unforeseen circumstances or emergencies. If posting time is not possible, eligible drivers shall be called by seniority until the run is filled.

Section 5.8.5. Standby Status.

A bus driver on standby status is required to remain at the specific location or immediate vicinity of the trip destination. The driver is required to immediately report to active status if the need arises. The bus driver must notify trip supervisory personnel of the location where the driver may be reached during standby status.

Section 5.8.6. Full Time Bus Driver

All full-time bus drivers shall be paid a minimum of four (4) hours per day. A full-time bus driver is one who has more than one (1) clock-in time per day. This includes any combination of A.M. runs, P.M. runs, school day shuttles or sports runs, but is exclusive of extra-curricular trips.

Section 5.8.7. Part Time Bus Drivers.

A part-time bus driver is one who has only one clock-in time per day. This is exclusive of extra-curricular trips.

Section 5.8.8. Extra-Curricular Trips.

Extracurricular trips with eight (8) passengers and one driver or less may take an owned motor pool vehicle. Nine (9) passengers or more will require transportation by buses if buses are available.

The district shall offer trips to drivers based on the criteria outlined in paragraph two of this section. In the event that a trip is not filled with a driver, then the district shall fill the need as desired.

Section 5.8.9. Trip Sign Up Sheet.

The trip sign-up sheet shall provide the following information: date, destination, starting time, and approximate length of the trip, whenever possible. Trips shall be posted for five (5) working days, except for unforeseen circumstances or emergencies. If posting time is not possible, eligible drivers shall be called by seniority until the trip is filled.

Section 5.8.10. Trip Driver Responsibilities.

A bus driver is required to remain at the specific location or immediate vicinity of the trip destination. The driver is required to immediately report to active status if the need arises. The bus driver must notify trip supervisory personnel of the location where the driver may be reached during standby status.

Section 5.9. Paraeducators.

Section 5.9.1. Paraeducators Work Year.

All paraeducators will work and be paid for one hundred eighty (180) days.

Section 5.9.2. Paraeducator Early Release Options.

When the school calendar indicates there will be a shortened school day or early release the employee's work schedule will indicate if they are scheduled to work during the early release. The employee may use accrued paid leave (personal, vacation or sick leave) or flex time in case of absence. Verification may be required to use sick leave.

Section 5.9.3. Paraeducator Training.

The district will follow provisions as outlined in RCW 28A.413.060.

Section 5.10. Flex Time.

When an employee works pre-approved extra time, the employee may request to have flex time off at the rate of time earned. Flex time must be taken within the school year earned.

Section 5.11. Compensatory Time.

At the request of the employee who is required to work overtime, overtime compensation may be given in the form of compensatory time at the rate of time and one-half opposed to payment at that rate. Employees may accumulate a maximum of forty (40) hours compensatory time, and compensatory time may be used only as scheduled by mutual agreement between the employee and the District. Compensatory time accumulated may not carry into a succeeding fiscal year; therefore, compensatory time accumulations in August of any year will be paid for in the August payroll and, therefore, exhausted.



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ARTICLE VI

HOLIDAYS AND VACATIONS

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All full-time, twelve (12) month employees shall receive the following paid holidays that fall within 6 their work year: 7

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Section 6.1. Holidays.

4. Presidents' Day 5. Memorial Day

6. Juneteenth – (June 19th)

7. Independence Day

8. Labor Day

9. Veterans Day

10. Thanksgiving Day

11. Day after Thanksgiving Day 12. Day before or after Christmas

13. Christmas Day

All part-time (less than twelve (12) month) employees shall receive the following paid holidays that fall within their work year. Beginning in the 2022-2023 school year Veteran's Day will be added to less than twelve (12) month employees paid holidays that fall within their work year.

1. Labor Day

3. Martin Luther King, Jr.'s Birthday

- 2. Veteran's Day (beginning in the 2022-2023 school year)
- 3. Thanksgiving Day
- 4. Christmas Day
- 5. New Year's Day
- 6. Memorial Day

Section 6.1.1. Holidays During Vacation.

Should a holiday occur while a full-time employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 6.2. Vacation.

Upon completion of the second through fourth year of service with the School District, each full-time employee shall earn ten (10) days paid vacation per year. Upon completion of the fifth (5th) through ninth (9th) years of service, each full-time employee shall earn fifteen (15) days paid vacation per year. Upon completion of the tenth (10th) through fifteenth (15th) years of service, each full-time employee shall receive twenty (20) days paid vacation per year. Upon completion of fifteen plus years of service, each full-time employee shall receive twenty-five (25) days paid vacation per year.

•	Years 2-4	10 days' vacation earned
•	Years 5-9	15 days' vacation earned
•	Years 10-14	20 days' vacation earned
•	Years 15+	25 days' vacation earned

Section 6.2.1. Approval of Vacation Leave.

Approval of the Superintendent or designee must be given prior to an employee taking vacation leave. Employees should request vacation time seven (7) days or more in advance.

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ODESSA CHAPTER AND THE ODESSA SCHOOL DISTRICT #105-157-166J PURSUANT TO ARTICLE XIII, SECTION 13.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

A wording error was found in <u>Section 6.2. Vacation</u>. Therefore, Section 6.2 will read as follows, and is noted in bold Italic font:

Section 6.2. Vacation.

 Upon completion of the *first* year of service with the School District, each full-time employee shall earn ten (10) days paid vacation per year. Upon completion of the fifth (5th) through nineth (9th) years of service, each full-time employee shall earn fifteen (15) days paid vacation per year. Upon completion of the tenth (10th) through fifteenth (15th) years of service, each full-time employee shall receive twenty (20) days paid vacation per year. Upon completion of fifteen (15) plus years of service, each full-time employee shall receive twenty-five (25) days paid vacation per year.

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•	Upon completion of 1-4 years	10 days' vacation earned
•	Upon completion of 5-9 years	15 days' vacation earned
•	Upon completion of 10-14 years	20 days' vacation earned
•	Upon completion of 15+ years	15 days' vacation earned

This Letter of Agreement shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEUI LOCAL 1948

ODESSA CHAPTER	ODESSA SCHOOL DISTRICT #105-157-166J
BY: Lindsy Starkel, Chapter President	BY:

DATE: 11-19-2021 DATE: 11/22/2021

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Section 6.2.2. Leave of Absence Accountability.

Time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.

Section 6.2.3. Vacation Credit.

Except as provided in the following section, any vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and administration. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

Section 6.2.3.1. Vacation Cash-Out.

An eligible employee may cash-out up to one year's vacation on a one for one basis provided that; the District is notified before December of the fiscal year in which cash-out will take place; provided further that in the event that there is more than one employee requesting the cash-out the employee with the earliest hire date will have preference on a rotating basis unless the District agrees to allow multiple cash-out in the same fiscal year; or if the employee has unforeseen circumstances, such as a financial burden, the District may waive the above requirements. An eligible employee is defined as a twelve (12) month employee.

Section 6.2.4. Fulltime Employee's Extra Holiday.

Despite the day on which New Year's Day, Christmas Day or Independence Day falls, a full-time employee shall be granted one holiday for each, with said holiday to be scheduled and approved by the Superintendent.

Section 6.2.5. Discharge of Employee.

Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation.

ARTICLE VII

LEAVES

Section 7.1. Illness, Injury and Emergency Leave.

The District shall grant each full-time, twelve (12) month employee twelve (12) sick leave days annually. Employees who work less than twelve (12) months shall be prorated on the basis of one (1) day sick leave per month employed. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred and eighty (180) days. Employees shall be allowed to carry up to one hundred and ninety-two (192) days, one hundred and eighty (180) days accrued plus twelve (12) days for the current year. On or about January 1 of each school year, the employee may cash in up to twelve (12) days of unused sick leave above the accumulation of one hundred and eighty (180) days for the purpose of depositing in the Employee's VEBA account at the ratio of one (1) full day's pay for four (4) accumulated sick leave days. Upon retirement an employee may cash in accumulated sick leave, as accumulated by the individual up to a maximum of one



hundred and eighty (180) days at the rate of one (1) full day's pay for four (4) days of accumulated sick leave.

Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health, maternity/paternity, quarantine, or other disability is covered by the sick leave provisions. Sick leave may also be used for immediate family illness, injury, or doctor/dental/optical appointments.

Emergency leave shall be granted and deducted from sick leave accumulation to the terms of this provision under the following conditions:

1. The problem must be suddenly precipitated and of such a nature that preplanning is not possible or where preplanning cannot relieve the necessity of the employee's absence.

2. The problem cannot be one of minor importance or of mere inconvenience but must be serious.

3. Emergency leave shall apply in the case of serious illness in the immediate family to include spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, and grandfather. Employees directly responsible for the care of extended family (i.e., stepparents, stepchildren) not listed, may request emergency leave with the approval of the Superintendent.

Section 7.1.1. Workers Compensation.

An employee may draw sick leave or State Industrial payment; however, he/she may not draw both at the same time in such manner that a combination thereof would exceed their base rate of hourly pay. When such leave is involved, such days will be drawn on increments of full or half day units.

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Section 7.1.2. Accrued Sick/Emergency Leave.

Employees who have accrued illness, injury and emergency leave while employed by another public school district in the State of Washington shall be given credit for such accrued illness, injury and emergency leave upon employment by the District.

Section 7.1.3. WA 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 eight hundred twenty (820) hours within the past calendar year. More information can be found at https://paidleave.wa.gov/workers.

Section 7.2. Bereavement Leave.

Each employee is granted three (3) days of bereavement leave that shall be allowed for each occurrence. Absence due to death in the immediate family or spouse's immediate family (immediate family is defined as parent, sibling, spouse, child, grandparents, grandchildren, stepmother, and stepfather) shall be classified as bereavement leave. Any additional days needed per occurrence may be taken from sick leave only when all personal leave days have been exhausted.

In the event of the death of any other relatives not specifically listen herein, leave appropriate to the closeness of family ties may be allowed at the District's discretion.

Section 7.3. Personal Leave.

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 A total of three (3) annual personal leave days with pay per year will be allowed to each classified employee. Notification of leave request shall be made to the employee's supervisor or designee at least two (2) days before taking leave, except in an emergency. The employee shall not be required to state the reason for taking such leave, other than he/she is taking leave under this section.

The employee may cash up to three (3) days of any unused Personal Leave at the employee's rate of daily pay. The applicable paperwork must be completed during the last two (2) weeks of school.

Section 7.4. Maternity Leave.

Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 7.1 above. Before returning to work, the employee must be certified by her physician as ready and able to return.

Section 7.5. Paternity Leave.

A male employee, upon request, may be granted up to five (5) days leave, on or about the date of the birth of his child. Such leave shall be deducted from accumulated illness, injury, or emergency leave.

Section 7.6. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay as per WAC 357-31-315. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 7.7. Leave of Absence.

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. Such leave may be granted with or without pay at the discretion of the Superintendent and/or Board of Directors.

Section 7.7.1. Replacement Employee.

Employees hired on a non-continuing basis, to fill positions of employees on leave of absence, will be hired for a specific time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.

Section 7.7.2. Leave of Absence Rights Retention.

The employee will retain accrued sick leave, vested vacation rights, and seniority while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.



Section 7.8. Calculation of Leave Time.

entitled to receive sick leave sharing.

(176) hours may donate such leave.

below one hundred and seventy-six (176) hours.

in accordance with state statues, rules, and regulations.

Leave time will be calculated by the hour. All applicable leaves of absence provided for in this Section shall be in full compliance with appropriate state and federal laws. Employees will be considered as covered by the Family Medical Leave Act.

Employees may donate sick leave to come to the aid of another school District employee who

condition which causes or is likely to cause the employee to take leave without pay or terminate

An employee who has an accrued sick leave balance of more than one hundred and seventy-six

Employees cannot donate sick leave days that would result in their sick leave account going

While an employee is on leave 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. Payment of sick leave shall be

ARTICLE VIII

PROBATION, SENIORITY AND LAYOFF PROCEDURES

The seniority of an employee within the bargaining unit shall be established as of the date on which the

employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be

is suffering from an extraordinary or severe illness, injury, impairment or physical or mental

his or her employment. If an employee is receiving Workman's Compensation, they are not

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Section 7.9. Sick Leave Sharing.

B. Minimum Accumulation

D. Status of Leave Employees

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A. Right to Donate

C. Limits

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Section 8.1. Seniority Date.

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Section 8.2. Probationary Period.

lost as hereinafter provided.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days following the hire date.

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Section 8.3. Completion of Probationary Period.

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

2021-2024 Collective Bargaining Agreement Odessa PSE / Odessa School District #105-157-166J



Section 8.4. Seniority Rights Lost.

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

1. Resignation.

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- 2. Discharge for justifiable cause.
- 3. Retirement.
- 4. Change in job classification within the bargaining unit, as hereinafter provided.

Section 8.5. Seniority Rights Shall Not be Lost.

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

- 1. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- 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.
- 4. Time spent in layoff status as hereinafter provided.

Section 8.6. Experience Credits.

Seniority rights shall be effective within the general job classification (as defined in Section 1.3.). It is understood that the parties may mutually agree to make exceptions to this provision in unusual circumstances. Experience credit within classification shall be applied at 50% for placement on Schedule A.

Section 8.7. Seniority Rights.

The employee with the earliest hire date shall be given first rights regarding vacation periods, promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees its reasons why the senior employee or employees have been bypassed. It is understood that the parties may mutually agree to make exceptions to this provision in unusual circumstances.

Section 8.8. Posting of Job Openings.

The District shall publicize within the bargaining unit for five (5) working days the availability of new or open job positions as soon as possible after the District is apprised of the opening. The job posting will include general qualifications, specific job responsibilities required of the job. If after five (5) days there are no qualified applicants from within the bargaining unit, then the District may publicize and accept applications from outside the bargaining unit.

After the position posting closes such positions shall be filled or eliminated. If a posting has a change, the District will re-post the position for five (5) days and notify the Association President. In-district employees in and out of classification will receive preferential rights versus an out-of-district applicant. The timelines may be extended under unusual circumstances upon mutual consent of the parties. A copy of the job posting shall be forwarded to the President of the Association and to the Association representative of the classification concerned.

During the summer, the District shall publicize for five (5) workdays the availability of new or open job positions as soon as possible after the District is appraised of the opening on-line. An e-mail notification will be made to all employees during the summer months.



Section 8.9. Layoff.

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Section 8.9.1. Reemployment List.

5 6 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority over new hires in filling an opening in the classification held immediately prior to layoff.

Section 8.9.2. Layoff Status Mandates.

9 10 Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

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Section 8.9.3. Offer of Reemployment.

13 14 An employee shall forfeit rights to reemployment as provided in Section 8.9 if the employee does not comply with the requirements of Section 8.10, or if the employee does not respond to the offer of reemployment within fifteen (15) workdays.

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Section 8.9.4. Layoff/Reemployment.

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An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

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ARTICLE IX

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DISCIPLINE AND DISCHARGE OF EMPLOYEES

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Section 9.1. Discipline or Discharge.

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The District shall have the right to discipline or discharge an employee for just cause. The issue of just cause shall be resolved in accordance with the grievance procedure. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

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Section 9.2. Layoff Notification.

34 35 36 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks' notice of intention to layoff or discharge, if such a determination is preceded by a period of probation. In the event discharge is determined to be of an immediate nature, such notice is not required.

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ARTICLE \mathbf{X}

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VOCATIONAL TRAINING

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Section 10.1. Renewal of License, Certifications, and Health Requirements.

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A. <u>Licenses/Certifications</u>:

Odessa PSE / Odessa School District #105-157-166J

2021-2024 Collective Bargaining Agreement

The District will reimburse employees for the cost of fees associated with obtaining or renewing any license including CDL endorsement, or certification that is required by the District in order to perform the essential functions of the position to which the employee is assigned. Prior approval for



any additional license, endorsement, or certificate from the employee's supervisor is required. This section does not apply to an employee's regular driver's license.

B. Health Requirements:

 Department of Transportation (DOT) physical shall be first billed to the employee's insurance. The district shall be responsible for the difference and/or the co-pay. If the employee is not covered by insurance, the district shall be responsible for the cost of the physical. The District is not responsible for pre-employment costs when the potential employee does not meet the necessary requirements or does not gain employment.

Drivers who do not log a minimum of twenty (20) hours during the previous year will be responsible for the cost of their DOT physical. Exceptions will be made for full or part-time district employees who work in departments other than transportation.

Section 10.2. First Aid Training.

The cost of first-aid training will be paid by the District for all classified employees. The class will be held at a district site. Employees will be paid for their class time at their hourly rate of pay through time sheeting or the option of flex time.

Since it is mutually recognized by all parties that safety within the confines of the School District is paramount, it is required that each employee covered hereunder shall attend a first-aid course conducted by a properly authorized person.

Section 10.3. Right Response and Lifting of Students.

Paraeducators assigned to students deemed to require Right Response training or special lifting will be offered appropriate training on an annual basis.

ARTICLE XI

GRIEVANCE PROCEDURES

Section 11.1. Grievance or Complaints.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved by complying with this Article. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) workdays of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 11.2. Grievance Steps.

Section 11.2.1. Step 1.

The employee shall first discuss the grievance with his/her immediate supervisor. If the employee wishes, the employee may be accompanied by an Association representative at such discussion. The supervisor shall have fifteen (15) workdays to respond.



Section 11.2.2. Step 2.

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

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

The employee shall submit the written statement of grievance within five (5) working days of the supervisor's response under Section 11.2.1. to his immediate supervisor for reconsideration and shall submit a copy to the official in the Administration immediately responsible for said personnel. The parties shall have five (5) working days upon receiving the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 11.2.3. Step 3.

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

Section 11.2.4. Step 4.

The employee and/or employer reserves the right to bypass mediation as described in the preceding subsection and appeal directly to the Board of Directors for disposition of the grievance. In this event, the Board of Directors shall render a decision regarding disposition of the grievance within thirty (30) days of hearing the grievance.

Section 11.2.5. Step 5.

If no settlement has been reached within the thirty (30) days referred to in the preceding subsection, the employee may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation, or the application of this agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them.

Section 11.3. Grievance/Arbitration Discussions.

The grievance or arbitration discussions shall take place whenever possible on school time. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

Section 11.4. Timelines.

The timelines above may be extended upon written mutual agreement of the parties.



ARTICLE XII

SALARIES AND EMPLOYEE COMPENSATION

assigned or pre-approved hours worked. Each employee shall receive an accounting and itemization of

Employees shall be compensated in accordance with the provisions of this Agreement for all hours

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Section 12.2. Calculating Daily Hours. For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

Section 12.3. Mileage Reimbursement. Any employee required to travel from one site to another in a private vehicle during working hours

all compensation with each paycheck.

Section 12.1. Compensation of Hours Worked.

shall be reimbursed for such travel on a per-mile basis at a rate established annually by the Board of Directors.

Section 12.4. Overnight Reimbursements.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

Section 12.5. Salary Payments.

The yearly duration of salary payments will be negotiated through the Business Office of the District.

Section 12.6. Job Descriptions.

The District will make available to employees with up-to-date job descriptions at the beginning of each school year. Major modification of existing positions or the creation of new positions shall require the opening of this Agreement to negotiate an appropriate wage.

ARTICLE XIII

TERM AND SEPARABILITY OF PROVISIONS

Section 13.1. Term of Agreement.

The term of this Agreement shall be September 1, 2021 to August 31, 2024.

Beginning September 1st of each of the following school years employees shall receive:

- 2021-2022 an additional two percent (2%) IPD plus an additional one percent (1%) to equal a three percent (3%) increase.
- 2022-2023 and additional one point six percent (1.6%) plus an additional two-point four percent (2.4%) to equal a four percent (4%) increase.
 - o It is also agreed that there will be two (2) "wild card" Openers: Personal Leave Options and Trip Driver Stand-By Time.
- 2023-2024 Full Openers.



Section 13.1.1

All provisions of this Agreement shall be effective on or after the date of contract signing by both parties. Upon signing, all items will be retroactive to September 1, 2021.

Section 13.2. Provisions of Term of this Agreement.

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

Section 13.3. Re-Openers.

This Agreement may be reopened at any time during its term upon mutual consent of the parties in writing. The parties further agree that this Agreement shall be reopened to consider the impact of any legislation enacted following execution of the Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

In 2022-2023 it is agreed that there will be two (2) "wild card" Openers to discuss.

In 2023-2024 Openers (see Section 13.1 Term of Agreement).

Section 13.4. Provisions Invalid.

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

Section 13.5. State or Federal Statues/Regulations.

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

Section 13.6. Cost of Living Increase /IPD.

The District shall pass through to each employee covered by this agreement the full state percentage of the Implicit Price Deflator (IPD) increase.

ARTICLE XIV

INSURANCE AND RETIREMENT

Section 14.1. State Flow Through.

The District shall contribute to the classified bargaining unit insurance pool the full state flow through amount for insurance benefits. The District shall remit the premium for the State Health Care Authority "Retiree Carve out" from District funds. For the term of this agreement, the insurance pool shall be applied in accordance with current practice.

Employees less than 1.0 FTE will receive a pro rata share base on their percentage of FTE of the maximum contribution. The District will use 1440 hours for determining FTE for purposes of insurance. Benefit FTE shall be based on *a minimum* of one hundred and eighty (180) days for each affected bargaining unit member.

Section 14.1.1. SEBB (School Employees Benefits Board).

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit



members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB).

Section 14.1.2. SEBB Insurance Plans.

 The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

Section 14.1.3. SEBB Eligibility.

 The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year.

Section 14.2. Washington Public Employees Retirement System.

 In determining whether an employee subject to this Agreement is eligible for participation in the Washington Public Employees Retirement System, the District shall report all hours worked, whether straight time or overtime.

Section 14.3. Tax Sheltered Annuity.

 All employees subject to this Agreement shall be entitled to participate in any tax-sheltered annuity or similar program so instigated and previously approved by the District.

ARTICLE XV

MEMBERSHIP AND CHECKOFF

Section 15.1. PSE Dues.

 The District shall deduct PSE dues or service charges from the pay of any employees who authorizes such deductions in writing pursuant to RCW 41.56. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

Section 15.2. Association Membership.

The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restrain, retaliate, coerce or interfere against any employee in that process. Each employee subject to this Agreement may choose to become an Association member in good standing by paying monthly dues. The Association shall be the custodian of record in terms of employee

38 Association Membership.

Section 15.3. Dues Authorizations.

The District shall deduct PSE dues, assessments, or voluntary political contributions from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.



Section 15.4. E-Signatures.

The District agrees to accept dues authorizations via written, voice authorization or by E-signature in accordance with "E-SIGN". Public School Employees of Washington/SEIU Local 1948 (PSE) will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization.

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ARTICLE XVI

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ALCOHOL AND CONTROLLED SUBSTANCE TESTING FOR COMMERCIAL DRIVER'S LICENSE EMPLOYEES

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Section 16.1. Test Reimbursements.

The District agrees to pay the cost for the following tests:

- 1. Random Test,
- 2. Post-Accident Test.
- 3. Reasonable Suspension Test, and
- 4. Split Sample Test due to primary positive test if the split sample test is negative.

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The cost of pre-employment tests shall be paid by the employment candidate. This cost shall be reimbursed by the District upon clearance of employability.

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The District shall provide reimbursement at the District rate for employee travel, authorized by the Superintendent, to and from District paid tests.

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The District shall pay the employee at his/her rate of pay for additional time worked, authorized by the Superintendent, traveling to and from District paid tests, and time taking District paid tests.

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SIGNATURE PAGE

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39 40 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEUI LOCAL 1948

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ODESSA CHAPTER

ODESSA SCHOOL DISTRICT #105-157-166J

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Lindsy Starkel, Chapter President

2021

BY:

Dan Read, Superintendent

DATE: 10 25-2021

DATE

11/8/2021

PSE SCHEDULE A ODESSA SCHOOL DISTRICT #105-157-166J SEPTEMBER 1, 2021 – AUGUST 31, 2022 Adding 3% Wage Increase

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Addendum A Odessa School District

Additional Pay for Credits/Clock Hours Earned

Any employee may seek to improve his/her skills, knowledge and enhance their current position by taking classes and workshops approved by the District. Credits or clock hours earned may be applied to the following schedule for salary enhancement. This section will become effective beginning with the 2006-07 school year.

10 clock hours equals one (1) credit.

<u>5 cr. (50CH)</u>	10 cr. (100CH)	20 cr. (200CH)	40 cr. (400CH)
\$0.05	\$0.15	\$0.20	\$0.40

Schedule A Provisions

Credit/Clock Hours

- 1. Credit or hours required to maintain licensing or meet the provisions of the contract will not be counted, such as bus driver certification requirements, spray license, Paraprofessional certification, etc. for salary enhancement.
- 2. Credits must be documented on a signed clock hour form or an official college transcript.
- 3. Documentation of course completion for salary enhancement must be submitted to the District office no later than September 1.
- 4. Prior approval will be secured from the Superintendent by the participant of the workshop or class before the district will grant the credits or clock hours toward salary enhancement.
- 5. Negotiated salary increases will be applied to the hourly wage and then credit enhancement additions shall be made.
- 6. Credit or clock hours for a specific class will be accepted for salary enhancement purposes only once.

