

**2023-2024**  
**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**WATERVILLE EDUCATIONAL SUPPORT PERSONNEL**  
**AND**  
**WATERVILLE SCHOOL DISTRICT**

**September 1, 2023 – August 31, 2024**

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**WATERVILLE EDUCATIONAL SUPPORT PERSONNEL  
AND  
WATERVILLE SCHOOL DISTRICT**

**PREAMBLE**

This Agreement is by and between the Waterville School District and the Waterville Education Support Personnel pursuant to RCW 41.56.

The employees previously covered under the ESP CBA shall maintain their current benefits, accruals and conditions of employment without receiving additional accruals, benefits, etc., except where otherwise specifically agreed upon.

**ARTICLE 1. ADMINISTRATION OF THE AGREEMENT**

**Section A. Definitions**

1. The term “**District**” shall mean the Waterville School District No. 209, Douglas County, Washington State; or its agents.
2. The term “**Board**” shall mean the Board of Directors of the Waterville School District.
3. The term “**Association**” shall mean the Waterville Educational Support Personnel, which is affiliated with the Washington Education Association and the National Education Association.
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. **A.** The term “**Regular Full-Time Employee**” for 12 month employees shall mean an employee who is regularly scheduled to work 2,080 hours per year under this Agreement, receives benefits and has successfully completed a probationary period with no break in service.  
**B.** The term “**Regular Full-Time School Year Employee**” for School Year Employees shall mean an employee who is regularly scheduled to work a minimum of 1,440 hours per year under this Agreement, receives benefits and has successfully completed a probationary period with no break in service. Prorated benefits accrual shall apply to this employment classification based on total hours worked per month in relationship to that of a regular full-time employee.



C. The term “**Regular Part-Time Employee**” for 12 month employees shall mean an employee who is regularly scheduled to work less than 2,080 hours per year under this Agreement, and has successfully completed a probationary period with no break in service. Prorated benefits accrual shall apply to this employment classification based on total hours worked per month in relationship to that of a regular full-time employee.

D. The term “**Regular Part-Time School Year Employee**” for school year employees shall mean an employee who is regularly scheduled to work less than 1,440 hours per year under this Agreement, and has successfully completed a probationary period with no break in service. Prorated benefits accrual shall apply to this employment classification based on total hours worked per month in relationship to that of a regular full-time employee.

7. The term “**Day**” shall mean any day the District 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 Association or his/her designee.
10. The term “**Contract**” shall mean the Notification of Employment issued to and signed by each employee. The contract shall be subject to the provisions of this CBA.
11. The term “**Supplemental Contract**” shall mean the contract issued and signed for extracurricular, special and supplemental assignments and shall be in accordance with current statutory provisions. The supplemental contract shall be subject to the provisions of this CBA.
12. The term “**Seniority**” shall mean length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee’s first working day as a regular employee.
13. “**Probationary Period**” shall mean a trial period of employment following the date of hire for ninety (90) work days. Probation will commence on the effective date of employment as a full or regular part-time employee. During this probationary period the District may terminate such employee without just cause and without any recourse. By mutual agreement between the Superintendent and the Association, the probationary period may be extended for an additional time not to exceed a total probationary period of one-hundred twenty (120) work days. This “Probationary Period” is new to and in effect for all newly hired school year employees starting with the 2015-16 school year.
14. “**Position**” shall mean a group of duties and responsibilities assigned to a regular full-time or regular part-time employee.

## **Section B. Recognition**

The District recognizes the Association as the exclusive bargaining agent for all classified employees of the District, excluding supervisory employees, all certified employees, custodial and maintenance employees, and any employee whose duties imply a confidential relationship to the Superintendent, Assistant Superintendent and the Board.

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 Employment Relations Commission 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. This CBA controls except where a topic is not addressed in the CBA.

## **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. Maintenance of Standards**

Employees covered by this Agreement will have such benefits and working conditions as are negotiated between the parties.

## **Section F. Individual and Supplemental Contract Compliance**

All individual and supplemental contracts are for one (1) year and are subordinate to the terms and conditions of this Agreement and any subsequent labor agreements between the parties. If any individual or supplemental contract is inconsistent with this Agreement, this Agreement shall control.

## **Section G. Distribution of Agreement**

Following ratification of this Agreement by both parties, the parties shall mutually prepare an MS word version draft. After mutual editing, the District shall print three (3) originals of the Agreement and after signed by both parties will post the final pdf version on the website.

## **ARTICLE 2. BUSINESS**

### **Section A. Dues Deduction**

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

The dues deduction form and authorization shall remain in effect from year-to-year, unless withdrawn in writing by the employee using the process outlined on the WEA Enrollment Form. Dues deduction forms must be delivered to the Business Office within thirty (30) days from the start of student school year, or within thirty (30) days of an individual's beginning date of employment, whichever is later.

2. **Representation Fee:**—In the event that a representation fee is allowed by law, the Representation Fee language in the 2018-21 agreement will be reinstated.

### **Section B. Other Deductions**

Upon receipt of written authorization by each affected employee, the District agrees to deduct from the salary of employees, premiums for those insurance and annuity programs which have been approved by the Association, SEBB, 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.

### **Section C. Management Rights**

1. **Management Rights.** The Association agrees that the District has core management rights which are controlled by the District. The District has the exclusive right to make and implement those decisions without negotiations about the decision(s). Those core management rights include, but are not limited to, the right to: hire, transfer, promote, and/or lay-off employees; adopt, change and/or discontinue operations, practices, and/or the work of employees; establish and/or modify job classifications and descriptions; adopt and/or modify work rules, procedures, policies and/or directives; discipline employees; adopt, modify and/or

make any and all budgetary determinations; determine and/or change the hours of work; make and enforce reasonable safety rules and regulations; implement new equipment and procedures provided the Employer provides adequate training; determine and declare when an emergency exists and the actions necessary to deal with the emergency, including life threatening situations, civil disorders, natural disasters, sudden unexpected circumstances not related to natural disasters and/or disorders; establish and implement drug and alcohol policies and procedures; and assign employees to different work locations and facilities.

**2. Use of Excluded Employees.** During special occasions, events, unusual circumstances, the Employer has the right to utilize Management personnel as well as volunteers to perform bargaining unit work so long as it does not result in the layoff or reduction of hours of current employees.

The goal of the District is to use bargaining unit employees for all jobs/projects that these employees have the skills and time to complete within the allotted timelines.

**3. Contracting Out / Subcontracting.** The Employer has the right to continue to use contractors and/or subcontractors in circumstances or situations where work has previously been performed by contractors and/or subcontractors. If the Employer desires to contract out and/or subcontract work not previously contracted out, the Employer will provide the Association President fifteen (15) calendar days' notification during which time the parties shall address the effects of contracting out or subcontracting work. If the Employer and Association President are unable to reach an agreement regarding the effects within the fifteen (15) calendar day window then the Employer may proceed with implementation of its decision but will continue to bargain the effects. If there is an emergency, no such effects bargaining will be necessary prior to implementation.

#### **Section D. Association Rights**

The permissions contained herein shall not be abridged for arbitrary or capricious reasons.

**1. Use of School Buildings:** The Association shall have permission to use school buildings at all reasonable hours for meetings. Request for use of buildings will be approved by the building principal or Superintendent/designee in accordance with Board policy.

**2. Use of School Equipment:** The Association may have the right to use district equipment, including but not limited to, copy equipment, computers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association will pay the District for expenses associated operating such equipment, expendable supplies and for damaged equipment.

3. **Association Business:** The Association shall have permission to:
- a. Transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations.
  - b. Post notices of non-political activities and matters of Association concerns on bulletin boards in the faculty lounge and other places, as authorized by the Superintendent/designee.
  - c. Use the District mail service, mailboxes and e-mail for non-political communications purposes. Any concern regarding the Association's use of the District mail service and bulletin boards shall be a matter for early discussion between the Association President and the Superintendent/designee. The parties recognize that there is no expectation of privacy in email use and the emails may be subject to review and disclosure under the Public Records Act. Any expenses associated with such usage shall be reimbursed to the District.
4. **Exclusivity:** In recognition of the Association's status as the officially recognized legal bargaining representative of employees, the rights granted in this Agreement to the Association shall not be granted to any competing labor organization.
5. **New Employees:** The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date. The Association shall be given the opportunity to speak to all employees as an official part of the program during any District sponsored new employee orientation and during any year opening district-wide or building-wide employee meeting.
6. **School District Budget and Financial Reporting:** The Association shall be furnished upon request monthly and annual financial statements and the preliminary and adopted budgets and financial reports, Board agendas and supporting materials that are normally provided to the public. No executive session reports, statements, information, etc. shall be subject to this provision. Nothing herein shall require the central administrative staff to assemble information that has not been routinely prepared in the normal operation of the District unless a Public Records request is made.

### ARTICLE 3. EMPLOYEE RIGHTS

#### Section A. Rights of Law

No employee shall be denied any legal right granted under Federal, State, County or local law or regulation.

#### Section B. Non-Discrimination

Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any employee because of membership or non-membership in the Association, domicile, race, creed, religion, color, national origin, age, sex, marital status,

sexual orientation, veteran status, political activity or lack thereof or the presence of any sensory, mental or physical disability, genetic information, or any other protected class status under applicable federal or state law; provided that, the prohibition against discrimination of such disability shall not apply if the particular disability prevents the proper performance of the essential functions of the job.

### **Section C. Personnel File**

**1. Right to Inspect:** Employees or former employees shall, upon request and in the presence of the Superintendent/designee, have the right to inspect the contents of their complete personnel file provided the employee gives a minimum of one (1) work day written notification to the District and the date and time for inspection does not interfere with work and has been approved by the Superintendent/designee. Upon request, up to ten (10) pages will be provided at District expense.

**2. Evaluations:** The evaluations of members of the Waterville Classified Association shall become a permanent part of the employee's personnel file and shall be signed by the employee at the time of the evaluation conference. A signature does not necessarily mean agreement with the contents of the evaluation; it merely indicates receipt of the document. The employee has the right to attach a written rebuttal which will become a part of the employee's personnel file.

**3. Location:** The District shall maintain the employee's personnel file at the District Office. The Superintendent shall be responsible for safeguarding personnel files.

### **Section D. Employee Evaluation Procedure**

The following procedure shall be used to assist in the performance evaluation of the employee:

**1. Frequency** -Each employee shall be evaluated once each school year. If an employee's performance is considered less than satisfactory any time during the school year, he/she will be evaluated at that time. This evaluation will be in addition to the evaluation noted below.

**2. Performance Improvement/Remediation** -In the event an employee is placed on disciplinary probation, the District will notify the affected employee in writing. The District shall provide the employee a specific plan of assistance to help the employee remediate the areas of deficiency noted in the evaluation. The employee shall be given sixty (60) working days to correct the deficiencies. If the employee fails to satisfactorily comply with the specific plan of assistance then the employee may be subject to discharge/termination.

**3. Date of Annual Evaluation** -The annual evaluation shall take place before the last working day in June for twelve (12) month employees. For school year employees the evaluation must take place before June 1<sup>st</sup>.

4. **Scope of Annual Evaluation** -Each evaluation shall concern an employee's work performance, focusing on weakness and strengths with specific suggestions for improvement where appropriate.

5. **Written Evaluation Reports** -Written evaluation reports, attached herein as **Appendix C** shall be presented in post-conferences to each employee by his/her immediate supervisor within five (5) scheduled working days following its completion (provided the final evaluation for school year employees is received prior to the last student day). The employee shall have the opportunity to write and attach a rebuttal to his/her evaluation.

## **Section E. Assignment and Transfer**

### **1. Assignments:**

a. **Definition:** An assignment shall mean the placement of an employee to a position. Each employee is subject to being assigned a regular shift and workweek by the Superintendent/designee. The Superintendent/designee has the right to change the regular shift and workweek by providing at least five (5) calendar days' written notice to the employee. In the event of emergencies, as determined by the District, as much notice as is practicable will be provided.

b. **New Employees:** The employer will give notice of assignments to new employees as soon as practicable. In cases of emergency, as determined by the District, as much notice as is practicable under the circumstances will be provided.

c. **Continuing Employees:** The Superintendent/designee has the right to assign any and all employees to different building/facility locations, based on the Superintendent/designee's assessment of service needs of the District. Except for emergencies, the Superintendent/designee shall provide the affected employee with at least five (5) calendar days' written notification of the change in building assignments. In the event of an emergency, such notice as is practicable will be provided. The employee shall immediately comply with the Superintendent/designee's building reassignment.

### **2. Transfers:**

A "transfer" shall mean a change from an employee's current position to a different position. The Superintendent/designee shall have the sole authority to transfer an employee from one position to another.

### **3. Vacancy and Posting of Jobs:**

a. **Posting:** The Board and Superintendent have final authority to decide whether or not to fill a position. If such a decision is made then the bargaining unit vacancy shall be posted in each building for a minimum of five (5) work days. All bargaining unit vacancies or new positions will be posted as soon as possible.

- b. **Application for Transfer:** Employees requesting a transfer shall complete and file a request for transfer with the Superintendent. The Superintendent/designee shall have the right to determine whether or not to grant a transfer.
- c. **Priority:** Current employees, who meet minimum qualifications, shall be given first priority for vacancies and new positions. When two or more current employees are equally qualified, the employee with the most seniority shall be chosen. If the Employer determines that current employees do not meet minimum qualifications the Employer may pursue outside applicants.
- d. **Notice to Applicants:** All employees requesting a transfer to a vacancy or new position shall be notified within five (5) work days of the employer filling the vacancy or new position. Such notification will contain the reasons the current employee was not offered the position.
- e. **Posting during Vacation Periods:** During vacation periods, the District shall notify employees of the posting by mail and/or email. Current employees shall then have five (5) calendar days from receipt of notification to apply for the vacancy.

#### **4. Involuntary Transfer or Reassignment:**

**a. Notice:** Written notice of an involuntary transfer or reassignment for the next school year, if known by the district, shall be given to the employee no later than the last regularly scheduled day of school. The employee shall receive five (5) days' notice of an involuntary transfer or reassignment during the school year. If an emergency situation necessitates the moving of an employee sooner than five (5) days, then the association shall be notified of the reasons.

**b. Appeal:** If an employee feels that an involuntary transfer or reassignment is unjustified or unfair, they may request a meeting with the superintendent to discuss the proposed move. If no resolution is reached, the move may be appealed to the board in executive session. The decision of the board is final.

**c. Preference:** An employee that has been involuntarily transferred or reassigned for reasons other than performance or discipline may request assignment to a vacancy that has been announced and shall be given preference over other, equally qualified applicants.

#### **Section F. Seniority**

Seniority will be defined as length of service within the District as a member of the bargaining unit. Accumulation shall begin on the employee's first working day as a regular employee.

The District shall prepare and maintain the seniority list ranking of each employee from greatest to least seniority.



Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, or declining recall. Provided the recall was to a position with similar duties with pay equal or greater to the position they were laid off from.

In the event employees have the same seniority ranking, they shall participate in a drawing by lot to determine their position on the seniority list. The drawing shall be conducted openly and the President shall be in attendance.

1. **District Seniority Date:** Each Employee's most recent date of hire as a regular Employee shall be established as his/her "District Seniority Date".
2. **Loss of District Seniority:** The District seniority rights of Employees shall be lost upon resignation, discharge, or retirement.
3. **District-Wide Seniority Rights:** The District shall grant Employees with District- Wide seniority preference in layoffs, pursuant to the Layoff article of this Agreement.
4. **Bars to Loss of Seniority:** District seniority of an Employee shall **NOT** be lost for any of the following reasons:
  - a. Time lost by reasons of industrial accident, industrial illness or jury duty;
  - b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States, exclusive of an Employee who enters the service voluntarily except during a declared national emergency;
  - c. Time spent on other authorized leaves of absence, not to exceed one (1) year; or
  - d. Time spent on layoff status due to RIF. In cases of layoff, said Employee's seniority shall terminate after twenty-four (24) consecutive months on layoff.

## **Section G. Layoff and Recall**

1. **Layoff.** The District/Superintendent shall be the sole determiner of whether or not layoffs are necessary. These layoffs may be based on lack of work, lack of funds, changes in operations, reorganization and other factors. If the Superintendent/Designee determines that layoffs are necessary, employees will be laid off based on \*seniority. In no case shall a new employee be employed by the District while there are laid off employees qualified for a vacant or newly created position.

The District shall provide written notification to all affected employees and the President of the Association, a minimum of thirty (30) calendar days prior to the effective date of the layoff.

Laid off employees may continue participation in District insurance programs through COBRA where applicable and subject to the carrier's approval. If such continuity is applicable, the employee shall timely paying the regular monthly premium to the District. If the employee fails to timely pay then such continuity of participation and coverage shall cease.

All retained employees face possible reassignment based on the needs of the District and qualifications of the employees.

*\*Seniority will be the deciding factor in ALL Layoff decisions except those unique positions requiring specific certification, licensure, or qualifications. The qualification exemption is for qualifications listed on the job description the current employee in that position was hired under. Skills acquired while on the job and that can be obtained by the more senior employee within one (1) school year will be excluded from this exemption.*

**2. Recall:** Employees that are laid off shall be placed in a re-employment pool. Recall of employees shall be by 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. 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) calendar 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 equivalent monetary value and does not involve a reduction in total compensation.

Employees on layoff shall retain their seniority for purpose of recall for a period of one (1) year.

Employees shall not be "bumped" or reduced in seniority ranking by school employees not represented by the Association.

## **Section H. Employee Protection**

**1. District Insurance:** The District shall provide such insurance for the protection of employees as is required by RCW 28A.58.425.

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 the Superintendent/designee; 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, and/or other earnest efforts to protect the employee. Precautionary measures for the employee's safety shall be reported to the employee and the President by the Superintendent at the earliest possible time.

## **Section I. Privacy**

1. **Personal Lives:** Normally, the private life of an employee is not a factor to be considered with regard to performance of job responsibilities; provided, however, when an employee's private life/conduct interferes with the employee's performance on the job then the District has the right to consider such private activities as a basis for potential disciplinary action. The private and personal life of any employee is not within the appropriate concern or attention of the District unless job performance is affected.

2. **Information:** The District and the Association shall comply with applicable public records laws with regard to employee information.

## **Section J. Harassment**

The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been harassed (including sexual harassment) by supervisors or other employees. Normally the report will be filed with the Superintendent/Designee within thirty (30) days of an incident. Following District investigation, the District shall give the employee a written report, which shall include findings and recommendations. The District may contract for investigation of a harassment complaint subject to the District's insurance provisions.

## **Section K. Job Related Training**

1. **Annual Training/MSDS-** The District will annually train Waterville Classified in the handling of job related materials and post Material Safety Data Sheets (MSDS) in a common area within the District.

2. **Training Transportation-** Any employee required to attend training during the work day that necessitates the use of their personal vehicle, providing a school vehicle is not available, and loss of mealtime shall be reimbursed at the IRS rate for the use of the vehicle and the OFM rate for per diem meals.

3. **Necessary Training-** The District will provide the necessary training required for an employee to properly perform his/her job. Necessary training will be provided as job and student needs change. Paraeducators will receive the curriculum to deliver to students and the training required to implement the curriculum three (3) to five (5) days prior to the delivery unless there are extenuating circumstances. If there are extenuating circumstances, the District and the Association will work to provide a mutually agreeable solution.

4. **Emergency Certification-** The District will pay costs associated when a classified employee is requested to become “emergency certified” as a teacher.

5. **Professional Development/Training** – Classified employees covered under this contract may request to attend any professional development or other training provided to the teachers of the district. This request will be submitted to the principal or immediate supervisor who will evaluate the request. This training time will be paid at the employee’s normal hourly rate.

### **Section L. Information**

Employees will be provided or will have access to the necessary information required to perform their jobs while complying with student privacy requirements. This includes but is not limited to, student medical information, student IEPs, and or student 504 plans.

## **ARTICLE 4 – DISCIPLINE**

**Section A. Causes.** The Superintendent/designee may discipline an employee subject to just cause. Examples of just cause for discipline are as follows:

- a. Neglect of duty;
- b. Inefficiency;
- c. Insubordination;
- d. Incompetence;
- e. Disrespectful or impolite references, comments or declarations at work about or to fellow employees or Management, or others on school property or at school-sponsored events;

- f. Guilty of a crime which would have an adverse effect on the employee's work;
- g. Inappropriate/improper use of public office/authority or misrepresentation of official authority or omission of responsibilities based on official authority and responsibilities;
- h. Misconduct and/or negligent performance of duties;
- i. Violation of written or verbal District directives, work rules, regulations, policies and procedures;
- j. Conflict of interest between off-duty work and District duties;
- k. Tardiness and/or absenteeism;
- l. Harassment of any kind (actions that create an intimidating, abusive and/or hostile work environment);
- m. Reporting to work impaired by alcohol and/or illegal/controlled substances.
- n. Breach of confidentiality requirements, whether written or verbal.
- o. Failure to properly perform duties which could result in potential liability to the District.
- p. Failure to timely complete tasks as assigned by the Superintendent/designee;
- q. False or fraudulent statements;
- r. Fraudulent conduct by an applicant;
  
- s. Any other significant activity that negatively affects the employee's work performance or work environment.

**Section B. Scope.** The disciplinary actions which the Superintendent/designee may take against an employee include:

- A) Oral reprimand with written acknowledgement
- B) Written reprimand
- C) Suspension from work without pay
- D) Demotion where applicable
- E) Probation

## F) Discharge/termination

Demotion and probation could be in reverse order.

Which disciplinary action is taken depends upon the seriousness of the affected employee's misconduct/violation(s) as determined by the Superintendent/designee and is consistent with the level of discipline for similar occurrences and similar disciplinary records.

**Section C. Suspension Without Pay, Demotion, Being Put on Probation and Discharge/Termination.** The Superintendent/designee may suspend without pay, demote, put on probation and/or discharge/terminate an employee for cause. The specified charges shall be made available to the employee in writing and notice shall be given to the Association at the time action is taken.

1. In the event the Superintendent/designee preliminarily determines that an employee may be suspended without pay, demoted, put on probation or discharged/terminated, the Superintendent/designee will provide the employee with Loudermill protections. These protections include issuance by the Superintendent/designee of a written notice of the alleged misconducts and/or violations with the facts to the employee and the Association inclusive of a date, time, and location for a pre-disciplinary action meeting (Loudermill) and the right to representation.

2. The purpose of the pre-disciplinary action meeting is to provide the employee with an opportunity to explain their side of the facts and alleged misconducts and/or violations before the Superintendent/designee takes disciplinary action. The Superintendent/designee will issue a written decision with regard to which, if any, disciplinary actions will be implemented within a reasonable time after the pre-disciplinary action meeting. The timing of issuance of the written decision is dependent on the complexity of the misconducts and/or violations as well as whether further investigation is necessary.

3. A suspension without pay will be removed from the employee's personnel file after five (5) years providing there have been no subsequent occurrences. A demotion and disciplinary probation will be removed from the employee's personnel file after seven (7) years providing there have been no subsequent occurrences. Discharge/termination shall remain in the personnel file permanently.

**Section D. Notification of Misconduct.** The limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity of disciplinary action taken by the Superintendent/designee. The District will take action within a reasonable timeframe upon becoming aware of an employee's misconduct and concluding an investigation if one is conducted.

**Section E. Suspension with Pay.** At the discretion of the Superintendent/designee, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform their duties. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration. Any records of unfounded charges will be removed from an employee's personnel file.

**Section F. Written Reprimand.** Written reprimands and supporting materials shall be removed from the employee's personnel file after three (3) years if no similar violations have occurred. If there are similar violations then both reprimands will remain in the personnel file for an additional three (3) years.

## ARTICLE 5. LEAVES

### Section A. Illness, Injury and Disability (Sick) Leave

1. **Accumulation:** Each full-time employee shall be credited with twelve (12) days of illness, injury and disability leave, which shall be referred to hereafter as "sick leave" on September 1 of each school year. Employees who are less than full-time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance will be made known to him/her on each pay check stub. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.

2. **Use:**

- a. **Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of bona fide illness, injury or disability. The District has the right to confirm whether or not the employee's illness, injury or disability is genuine if the employee is absent from work for three (3) consecutive days or if there is a pattern sick leave usage that warrants an investigation.
- b. **Accident Reporting:** All accidents that may have caused personal injury must be reported within three (3) days.
- c. **Maternity:** The District shall grant sick leave for pregnancy, child birth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability.

Employees requesting maternity leave shall give written notice to the District as early as possible prior to the beginning of the leave. The written request for leave shall include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, the employee shall inform the employer of the specific day when the employee will return to work. The employee and her doctor shall determine when the exact beginning and end of the leave will occur.

- d. **Parental Leave**: An employee may use his/her accrued sick leave to bond with or care for his/her newborn, adoptive, or foster child.
  - e. **Violence Leave**: An employee may use his/her accrued sick leave if the employee or a member of his/her family are a victim of domestic violence, sexual assault, or stalking.
  - f. **Family Illness**: The District shall grant sick leave to employees in the event of illness within the immediate family of the employee. For purposes of this provision, immediate family shall mean spouse, parent, child, or other members of the immediate family, or others who are legally dependent on the employee.
  - g. **Emergency**: The District shall grant sick leave to employees in the event the employee has an emergency, defined as, a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence. The Superintendent/designee has the right to inquire about the facts pertaining to the emergency and the employee shall comply with the request by replying with sufficient facts about the emergency to allow the Superintendent/designee to make an informed decision. Thereafter, the Superintendent/designee shall determine what action is appropriate.
3. **Sick Leave Exhaustion**: In the event an employee's accumulated sick leave and/or leave sharing provided herein is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District may grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave.
4. **Annual 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 (1) 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. Payment will be made in the February paycheck.

**5. Sick Leave Sharing:**

- a. Employees may donate sick leave to come to the aid of another employee who is suffering, or an immediate family member who is suffering from an extraordinary or severe illness, injury, impairment, physical or mental condition, An employee may also apply for this leave for pregnancy or for bonding/caring for his/her newborn, adoptive, or foster child, or if the employee or a member of his/her family are a victim of domestic violence, sexual assault, or stalking.
- b. An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to donate his/her accumulated sick leave to a colleague in need. Employees cannot donate sick leave days that would result in his/her sick leave account going below twenty-two (22) days.
- c. An employee may apply for leave sharing under any of the qualifications in paragraph a above. The employee may retain up to forty (40) hours of his/her accrued sick leave when applying for shared leave.
- d. While an employee is on leave under this section, he/she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if he/she was using accrued sick leave.

**6. 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.**

The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of the Superintendent of Public Instruction and the applicable Washington state statutory laws.

**Section B. Family and Medical Leave Act (1993)**

- 1. Leave of Absence:** A leave of absence under the provisions of the Family and Medical Leave Act (FMLA) (1993), may be granted upon request for: the employee's own serious health condition; the serious health condition of employee's family member;

caring for newborn, or newly placed adopted child or foster child. The District has the right to confirm that there is a bona fide medical condition for which FMLA leave would be eligible.

2. **Eligibility for Leave:** All contracted employees shall be eligible to request FMLA leave provided that in the previous year they were at least a fifty percent (50%) employee. Part-time employees who have established eligibility as stated above shall be granted FMLA leave proportional to their contracted employment.

a. **Duration:** Leaves of this type shall be granted for up to twelve (12) workweeks within the employees contracted work year.

b. **Job Protection:** Any employee returning from FMLA leave within or at the end of the twelve (12) week period shall be returned to the position from which they left; however, if the position no longer exists, then they shall be placed in as nearly comparable position as possible. The employee's seniority shall be maintained while on FMLA. However, the District is not required to maintain a budgeted position (such as in the case of budgetary crisis) nor to create a position for the employee. If the employee is laid off for a budgetary crisis upon return from FMLA leave, they will be recalled using the procedure outlined in

c. **Health Benefits:** The employee on FMLA leave of absence shall continue to have their own health benefits maintained by the District for the twelve (12) workweeks allowed by FMLA, but the employee must continue to pay their remaining portion of the benefit during the leave.

3. **Use of Accumulated Paid Leave:** The employee shall first use all paid leaves (an employee may keep up to forty (40) hours of accumulated sick leave) prior to going on unpaid leave. Paid leave includes; sick leave (if applicable and eligible), personal leave, **unscheduled** vacation leave, and any other accumulated leave.

4. **Consecutive Use of Sick Leave and Family and Medical Leave:**

a. As per Washington State Family Leave Act (1997), the use of FMLA is in addition to any leave for sickness or temporary disability caused by pregnancy or childbirth. This means an employee can take sick leave for the actual time she is sick or temporarily disabled because of pregnancy and childbirth, for bonding with or caring for his/her newborn, adoptive, or foster child, or if the employee or a member of his/her family are a victim of domestic violence, sexual assault, or stalking and then can take twelve (12) weeks FMLA during the contracted year because of the birth of a child.

b. Consecutive use of sick leave in the case of catastrophic illness or injury shall be at the discretion of the Board of Directors.

5. **Notice to District:** Except in case of emergency, the employee shall give at least two (2) weeks' written notice to the Superintendent of the intent to take FMLA and shall indicate their intent to use paid and/or unpaid days.

6. **Return to Work Date:** Written notice to the District should include, to the extent possible, an unexpected date of return to work.

### **Section C. Personal Leave**

Each Employee shall be entitled to two (2) paid personal leave days per year to be used in whole or half (1/2) day increments. Employees may earn an additional personal leave day at the end of a school year if they use four (4) or less sick days during that same school year. Employees may accumulate up to a maximum of five (5) personal leave days. Personal Leave is neither Sick Leave nor Bereavement Leave. The employee shall give notification to the Principal of the intent to use his/her accumulated personal leave at least five (5) days in advance (for one (1) or (2) personal days) except in cases of extreme emergencies. The employee shall give notification to the Principal of the intent to use three (3) or more personal days at least one (1) month in advance. Any accumulated unused personal days may be cashed out at the end of the school year at the employee's regular rate of pay. Not more than two (2) employees in any one (1) building shall be authorized such leave at the same time without approval of the Superintendent.

### **Section D. Bereavement Leave**

**1. Use** - The District shall grant employees up to four (4) days with pay per occurrence for death in the immediate family of the employee, as defined below. Additional bereavement may be granted by the Superintendent from an employee's sick leave.

**2. Immediate Family** - The term "immediate family" shall mean spouse, parent, child, sibling, grandchild, grandparent, niece, nephew, aunt, uncle, or those of the employee's spouse/marriage partners, or any person living in the same household as the employee or any person who is a dependent of the employee.

**3. Friend or Close Acquaintance** - One (1) day of leave may be granted in the event of the death of a friend or close acquaintance. Such leave may be taken from sick leave, a personal day, or without pay.

### **Section E. Court Appearance Leave**

The District shall grant Court Appearance Leave as follows:

1. **Jury Duty:** Employees who are called to serve on a jury.

2. **Subpoenas**: Employees who are subpoenaed to testify in court.
3. **Other Court Leave**: Other court absences shall be granted from Emergency Leave.
4. **Payment**: Any payments to an employee for jury duty, excluding mileage payments, or other actual expenses, shall be remitted to the District.

### **Section F. Long-Term Leave of Absence**

The District may grant any employee an unpaid long term leave of absence for up to one year for child rearing (natural or adopted), medical or other mutually agreed to reason(s). Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority of other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. Upon return from such leave, for a maximum of up to one (1) year, the employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. Once granted, such leave may be renewed annually upon request of the employee, with the agreement of the District.

### **Section G. Accidents on the Job**

It is recognized that the payments received as compensation by an employee injured on the job under circumstances bringing him/her within coverage of the Workman's Compensation Act of the State of Washington may be less than the regular wage payments received by the employee.

In the case of any on-the-job disability which is covered by State Industrial Insurance under the Workman's Compensation Act of the State of Washington, the employer will pay to such disabled employee out of his/her accumulated sick leave an allowance equal to the difference between the State Workman's Compensation benefits and the employee's regular straight-time gross pay, less statutory deductions, beginning at the time of the disability and continuing until the accumulated sick leave allowance is expended. If the employee is still disabled after his/her earned sick leave allowance is expended, the employee will revert to only the pay coverage afforded by State Workman's Compensation Insurance.

In order to receive sick leave under this Section when the employee has been off work for illness or injury in excess of five (5) days, the employee must present to the classified personnel office by the tenth (10<sup>th</sup>) of each calendar month claimed, a statement from a duly licensed medical examiner verifying that the employee was physically unable to return to work on the day(s) for which sick leave pay was claimed.

## **Section H. Association Leave**

The District shall grant up to ten (10) days leave with pay to the Association to be used to conduct Association business provided there is no undue burden on the district. If the District hires substitute employees to cover for employees using Association Leave, the Association shall pay for the cost of substitutes.

## **Section I. Child Rearing Leave**

The District may grant child rearing leave of up to one year to any employee for the purpose of rearing a natural or adopted child. In the event of adoption, such leave may include time for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours. An employee returning from such leave shall be placed in the position last held or in a similar position in the District. Final decision on this leave rests with the District.

## **Section J. Military Leave**

A regular employee who is an active member of any organized reserve of the Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his/her employment for a period not exceeding twenty-one (21) days during each year beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his/her mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his/her military orders, if available.

## **Section K. Leave Reporting**

The District will make every effort to provide a substitute employee during an employee's absence. Absences must be submitted by the employee through the ASOP system.

## **Section L. Disability, Termination / Separation.**

In the event an employee has exhausted their sick leave, vacation leave, FMLA, and if the Employer is unable to accommodate an employee's medical condition or disability, the Employer may discharge / terminate the employee's employment.

## **Section M. Leave Without Pay**

Leave without pay may be granted in rare situations (after all unscheduled personal/vacation leave is taken) at the discretion of the superintendent. Employees needing to use such leave must contact the superintendent and explain the reason(s). The Superintendent will make the final decisions on whether Leave without Pay will be granted.

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

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the qualifying time period outlined in the Law. Such leave shall be used consecutively with an employee's accrued paid leave and FMLA. It will be the sole choice of the employee as to the order such leave shall be utilized. Up to forty (40) hours of sick leave may be retained by the employee when taking PFML. Employees may use their accrued sick leave to supplement PFML to make their pay equal to their normal weekly wage. It is the responsibility of the employee to investigate the impacts that PFML may have on their benefits and retirement implications. Retirement incentive – Classified employees will receive one (1) day of per diem pay if they submit their letter of retirement or resignation the district prior to February 15<sup>th</sup>.

# **ARTICLE 6. FISCAL MATTERS**

## **Section A: Hours of Work and Overtime**

The Superintendent/designee will determine work schedules, work shifts, and work locations for each employee using input from the employees and the appropriate supervisor. Except in the case of an emergency, the Superintendent/designee will provide employees with a minimum of five (5) work days' notice prior to changing employees' work schedules, work shifts, or work locations.

- 1. Normal Work Week:** The normal work week for full-time employees will consist of five (5) consecutive days, Monday through Friday. Under special circumstances or for special events, the Superintendent/designee or the employee may request an alternate work week/schedule that could include Saturday. Under special circumstances the Superintendent/designee has the right to assign an alternative work week.
- 2. Flexible Work Week:** An employee may request to work a flexible work week consisting of four (4) days between Monday and Friday during special circumstances or non-school weeks or months.
- 3. Normal Work Day (12 month Employees):** The normal work day will consist of eight (8) hours excluding a thirty (30) minute uninterrupted duty-free lunch period. A daily fifteen (15) minute first half and a daily fifteen (15) minute second half uninterrupted

duty-free rest period will be provided. In the event an employee is on the Flexible Work Week above, their day will consist of ten (10) hours excluding a thirty (30) minute uninterrupted duty-free lunch period.

**4. Work Schedule:** Work schedules containing the employee's work days, hours, location(s), and number of contract days will be provided to each employee. Notification and scheduling are governed by the preceding paragraphs in this section.

**All overtime and compensatory time are subject to the approval of the Superintendent/designee.**

**5. Overtime:** If the Superintendent/designee requires an employee to work more than forty (40) hours in a seven (7) day work week (Monday through Sunday), the employee will be eligible for overtime at a rate of one and one half (1½) times the employee's regular hourly rate of pay for hours in excess of forty (40). However, if an employee is required to work a Sunday or a holiday, they will receive overtime compensation at a rate of two (2) times the employee's regular hourly rate of pay for any hours over forty (40). The exception to this will be Saturday bus trips that put the employee in overtime status which will be compensated at two (2) times the employee's regular hourly rate.

**6. Compensatory Time Off:** An employee may elect to take compensatory time off in lieu of payment for hours worked beyond forty (40) hours in a work week. Compensatory time will be accumulated at the appropriate rate under the overtime provision above. For employees who normally work less than a 40 hour work week, compensatory time, at the straight time rate, will be defined as "hours worked beyond the normal work week". Compensatory time off shall be granted for a time mutually agreed upon by the employee and the District. Compensatory time off shall be used by August 31 of the current school year. If it has not been used by August 31 it will be converted to pay.

**7. Emergency Call Back:** If called back to work after regular shift hours or on weekends, the District agrees to pay the employee two (2) hours minimum call-back time. If the call-back results in the employee working more than forty (40) hours in a work week, the employee is entitled to overtime as per the overtime provision above.

**8. Emergency Closure or Weather Delay:**

- a. In the case of a weather delay, staff are expected to be at school one-half (1/2) hour prior to the student start time unless specific duties require an earlier arrival as determined by employee's work schedule (Food Service, bus drivers, etc. and said employees can safely travel to school.)
- b. If there is an early dismissal due to hazardous conditions, staff may leave when students are dismissed.
- c. Missed days will be made up as per Washington State statute.

## Section B. Bus Drivers

1. **Normal Shifts:** The District Bus Dispatch shall set shifts within the Transportation sub-unit according to routes and time requirements. Normal bus routes are two (2) hours in the AM and two (2) hours in the PM. If a route is longer than two (2) hours that time shall be assigned by the Superintendent.
  - a. **Call-Out Time:** Drivers who give up their regular run for an extra trip shall be paid for the regular run at their call out time of two (2) hours if the extra trip is, for any reason cancelled and the driver cannot be notified in time to drive their regular route. Drivers will assume other duties as assigned by the transportation supervisor during this time.
  - b. **Definition:** The term "Extra trips" shall mean an assignment to transport students to any event sanctioned or authorized by the District other than regular to and from school transportation.
  - c. **Driving Time:** Drivers will be paid their regular rate of pay per hour for pre- trip, actual driving time and post trip.
  - d. **Standby Time:** Drivers will be paid their regular rate of pay for the first four (4) hours of standby time. After the four (4) hours, any remaining standby time will be paid at minimum wage anytime the District or its agents direct, request, or require a driver to be on duty, to standby, to supervise, to run errands, or otherwise to use his/her time in a fashion directed, requested, or required by the District or its agents.
  - e. **Stand-down Time:** The time on extended trips – trips of twenty-four (24) hours or more – when the driver is not responsible for driving or on standby duties. Drivers will not be paid for this time.
  - f. **Posting:** Each upcoming extra-curricular trip shall be posted for driver consideration as early as possible. Information on the posting shall include but not necessarily be limited to date of trip, estimated time of departure, estimated time of return, destination, and type of activity.
  - g. **Expenses:** Drivers assigned to extra trips shall be reimbursed for reasonable meal expenses actually incurred in accordance with District policy when an assigned trip would cause the driver to miss a normal (breakfast, lunch, or dinner) meal period. Per-diem shall be at the OSPI rate as established by the OFM.
  - h. **Awarding:** An extra trip may be selected if the extra trip will not place the driver in an overtime situation and or the driver has not otherwise received forty (40) hours of compensation (i.e. wages + leaves, etc.) for the work week the extra trip is to be run. Extra trips shall be awarded based on seniority unless overtime, or forty (40) hours of total compensation for the work week preclude such an awarding. If no driver with the above stipulations signs for the extra-trip within eight (8) hours of the extra trip, the extra trip will be awarded to the driver with the most seniority regardless of the overtime and or forty (40) hours of compensation stipulations above.



## **2. Drug and Alcohol Testing**

The District will implement Federal Department of Transportation (DOT) Bus Driver Drug/Alcohol testing procedures and may discipline up to and including discharge for verified positive test results, subject to cause provisions.

### **Section C. Holidays**

All twelve-month employees shall receive the following paid holidays which fall within their work year.

1. Labor Day
2. Veteran's Day
3. Thanksgiving Day
4. Christmas Day
5. New Year's Day
6. Martin Luther King, Jr. Day
7. President's Day
8. Memorial Day
9. Day after Thanksgiving Day
10. Christmas Eve
11. Independence Day
12. Juneteenth
13. One holiday consecutive with Independence Day
14. One day during spring vacation (at employee's option)
15. Two (2) additional holidays during non-school days (no substitutes)

When one of the above holidays falls on Saturday, the preceding Friday shall be observed. When one of the above holidays falls on Sunday, the following Monday shall be observed.

All nine (9) month employees shall receive the following paid holidays.

1. Labor Day
2. Veteran's Day
3. Thanksgiving Day
4. Day after Thanksgiving Day
5. Christmas Day
6. New Year's Day

- 7. Martin Luther King, Jr. Day
- 8. President's Day
- 9. Memorial Day
- 10. Juneteenth (if it falls within the employee's work year)

**Section D. Vacations**

**Only 12 month employees are entitled to vacation under this section.**

1. **Vacation Days:** Annual leave with pay shall be allowed to each employee in the following manner:

Number of Years	Vacation Days
Year 1	10 Days
Year 2	11 Days
Year 3	12 Days
Year 4	13 Days
Year 5	14 Days
Year 6	15 Days
Year 7	16 Days
Year 8	17 Days
Year 9	18 Days
Year 10	19 Days
Year 11	20 Days

Vacation days will be awarded at the completion of the first (1<sup>st</sup>) year of employment and on the first (1<sup>st</sup>) day of the succeeding years.

2. **Accrual:** Regular full-time employees, and or regular part-time employees who are otherwise twelve (12) month employees under Board Policy 5411 are granted annual leave at a rate based on years of employment as set forth in paragraph one (1) above. During the first ninety (90) days of probationary period no employee shall be allowed annual leave, but annual leave shall be accrued. Upon successful completion of the probationary period the employee shall be credited with the five (5) days of leave that was accrued during the probationary period.

3. **Planning:** A list of potential projects and maintenance needs will be made by both the district and the maintenance/custodial staff. Prior to November 1, a meeting will be scheduled to compare the lists and determine the needs of the District and the items that need be completed during the upcoming school year. Potential vacation plans of the employees will also be discussed. Prior to April 1, a calendar to schedule the best times for these items need be completed will be developed mutually by the District and the employees. This will enable the employees to keep the desired calendar and the upcoming projects in mind while they are planning their vacations.
4. **Scheduling:** Prior to May 1, employees will submit their desired vacation schedules for the upcoming school year to the District for approval. If the Superintendent/designee have concerns about any of the desired vacation dates, they will discuss their concerns with the affected employee. Decisions on the vacation schedules of employees will be finalized prior to May 15. The final approval of vacation schedules will be made by the Superintendent/designee.
5. **Modifying Vacation Schedules:** Once the final vacation schedules are approved by the District, they can be modified by mutual agreement between the District and the employee.
6. **Separation:** Upon separation from service by reasons of resignation, layoff, dismissal, retirement, or death, employees are entitled to a lump sum payment (less deductions) for vacation that has been earned but not used.
7. **Vacation Call-Back:** An employee who is recalled from vacation will receive the overtime rate for all hours worked shall be recalled for a four (4) hour minimum and shall be given the remainder of his/her vacation day at a later date of the employee's choosing.

### **Section E. Salary and Salary Payments**

1. **Schedule:** Salaries shall be as set out in the schedule which is attached to and made part of this Agreement as ***Appendix A***.
2. **Increments:** Increment steps shall take effect on September 1 of each year when negotiated and accepted.
3. **Payment:** Employees shall be paid in twelve (12) equal monthly payments. Checks shall be issued on the last banking day of each month. Employees shall have their checks direct deposited to a bank.
4. **Severance:** All compensation owed to an employee who is leaving the District shall, upon request, be paid on the next regular warrant.
5. **State Funding:** The District will automatically apply to the salary schedule the state funded COLA or IPD allocation as a percentage increase as determined by the State of Washington.

**6. Experience for Salary Placement:** It is the District's right to determine the appropriate step to start an employee within steps 1 through 4. The district strives to hire highly qualified and skilled employees and will utilize placement on the salary schedule to further recruit and retain employees, including the ability to place new employees up to step four when appropriate. Any employee hired prior to the 2023-24 school year with similar experience and skills as a newly hired employee who is being placed in a higher step on the salary schedule will not remain at a step lower than the newly hired employee.

Step 1 - Intended for employees and applicants with limited work history who are just beginning their employment history.

Step 2 - Intended for employees and applicants with a history of successful employment indicating skills in attendance, performance, independence, teamwork, growth and ability to take direction.

Step 3 - Intended for employees and applicants with a history of successful employment indicating skills in attendance, performance, independence, teamwork, growth and ability to take direction AND has had successful employment in a similar position.

Step 4 - Intended for employees and applicants with a history of successful employment indicating skills in attendance, performance, independence, teamwork, growth and ability to take direction AND has had successful employment in a similar position requiring highly specificized training, certification, skills and/or experiences.

**7. Salary Advancement:** An employee who has worked a minimum of 120 days of the prior work year shall move one step on the salary schedule.

**8. Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an overpayment, the District and the employee shall work out a mutually agreeable plan for payback. In the event the District has underpaid, the deficit shall be made up as soon as possible.

**9.** Any employee who has retired from the Waterville School District and substitutes in the district will be paid the wage posted in the column of the salary scheduled they were in at the time they retired.

## **Section F. Insurance**

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

### **1. Availability:**

- a. Employees are qualified if they work or will work a minimum of 630 hours during the year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under

SEBB, a school year shall mean September 1 through August 31. The effective date of coverage is the first day of the month following the day the employee begins work.

- b. Open enrollment begins as per SEBB rules
- c. Individuals must enroll on-line themselves or with forms provided by SEBB.

**2. Benefits:**

- a. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance. Employees have choice of available coverages and may select optional benefits at their own expense.
- b. Employees will select a carrier approved by SEBB and available in the county they live in or as per SEBB rules.
- c. In addition, any employee may participate in any other Association approved voluntary programs allowed under SEBB rules, provided, all premiums will be paid from payroll deductions by the employee.

**3. Premiums:**

- a. The district shall pay their portion of the employee premium as established by SEBB.
- b. Employees will be responsible for their portion of the premium.
- c. Premium surcharges will be paid by the employee.

**4. Benefit Termination:**

Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school year), benefit coverage will continue through August 31 of that year.

**5. Additional Options:** In addition, any employee may participate in any other approved voluntary programs, provided, all premiums will be paid from payroll deductions by the employee and allowed by SEBB.

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

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

**Section G. Retirement**

The District will follow the rules defined by the Public Employment Retirement System in crediting retirement to employees.

**ARTICLE 7. NO STRIKE – NO LOCKOUT**

The Association and employees agree to not engage in any strikes or work stoppages, during the term of the Agreement. The District agrees to not lockout employees during the term of the Agreement.

**ARTICLE 8. GRIEVANCE PROCEDURE**

**Section A. Definitions**

1. "**Grievant**" shall mean a bargaining unit member or group of bargaining unit members or the Association.
2. "**Grievance**" shall mean a claim or complaint by a grievant that:
  - a. there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement or of any current rules, order, policy, regulation or practice of the employer;
  - b. an employee has been treated inequitably under the provisions of this Agreement;
  - c. there exists a condition which jeopardizes employee health or safety.
3. "**Days**" shall mean work days the District office is normally open.

**Section B. Time Limits**

If the grievant fails to file or appeal according to the time-lines set out herein, the grievance shall not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a time-line, the grievant may proceed

to the next step of the procedure. The specified time limits shall be strictly observed but may be extended by mutual concurrence of the parties.

### **Section C. Rights to Representation**

1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.
2. In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.
3. No grievance may be processed with a grievant having representation other than him/herself or the Association.

### **Section D. Individual Rights**

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

### **Section E. Procedure**

Grievances shall be processed in the following manner:

Prior to formally filing a written grievance at Step 1, the employee should attempt to resolve the issue(s) through free and informal discussion with the appropriate administrator. If the parties are unable to reach an agreed upon solution the Grievant/Association may proceed and file a formal written grievance under Step 1.

#### **STEP 1. Supervisor:**

Within thirty (30) days of the occurrence, or of the grievant's knowledge of the occurrence, the formal grievance shall be presented in writing to the employee's non-union supervisor, who will arrange for a meeting between him/herself, the grievant, and the Association Representative. This meeting is to take place within ~~five~~ ten (10) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within ten (10) days after the meeting. Such answer shall include all reasons upon which the decision was based.

**STEP 2. Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the time line, the grievance may be appealed within ten (10) days to the Superintendent. The Superintendent shall arrange for a hearing with him/herself, the grievant, the first level supervisor and the Association Representative. This meeting is to take place within ~~five~~ ten (10) days of the Superintendent's receipt of the appeal. The grievant and the Association shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days to provide his/her written decision, together with the reasons for the decision to the grievant and the Association.

**\*STEP 3. Grievance Mediation (optional):** If the association is not satisfied with the disposition of the grievance at the end of Step 2, or if no decision has been rendered within the time line, the grievance may be submitted by mutual agreement within ten (10) days to PERC for Mediation. If PERC mediation results in a recommended solution, this solution will be presented to both the Association and the Board for review and approval. If the solution is approved by both parties, the grievance will be considered solved. If the Board rejects the solution recommended by PERC, or if the Association does not agree with the solution, they may continue the grievance and file for Arbitration in Step 4. The mediation process is optional and the grievance can move from Step 2 directly to Step 4.

**\*STEP 4. Binding Arbitration:** If the Association is not satisfied with the decision at Step 2 or 3, or if no disposition has been made within the time-line, the Association may submit within ten (10) days a Demand for Arbitration to the American Arbitration Association (AAA), the Federal Mediation and Conciliation Services (FMCS), or Public Employment Relations Commission (PERC) along with a copy to the Superintendent. The parties shall meet prior to filing and mutually agree as to whether AAA, FMCS, or PERC is most appropriate for the particulars of the case to be arbitrated. If no agreement can be reached, then the choice will be made by lot. The arbitration shall be controlled by the Voluntary Arbitration Rules of the selected arbitration organization. The parties may mutually agree on an arbitrator. If no agreement can be reached, a list of eleven (11) arbitrators will be requested from which the selection will be made. The process of elimination will take place by way of the District and the Association having the right to strike names from the list. There will be a toss of a coin to determine who strikes first. The winning party will strike the first name; the other party shall then strike one; the parties shall continue to alternately strike names until there is only one name remaining. The remaining person shall become the arbitrator. This process of selecting an arbitrator must be done within ten days of receipt of such panel. Neither the District nor the Association shall be permitted to assert in such arbitration any ground not previously disclosed to the other party.



The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. If the arbitrator finds that the District's action has been taken to accrue unjust enrichment, the arbitrator may require the District to compensate for any damages inflicted or to turn over any monies acquired as a result of such unjust enrichment. Both parties agree that the award of the arbitrator shall be final and binding.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Parties; all other costs will be borne by the party incurring them, except that where the arbitrator finds that the position of one party is an intentional breach of contract, the arbitrator may require that party to pay all expenses.

**\*Only the Association may pursue a grievance at step 3 or step 4.**

### **Section F. Miscellaneous Conditions**

1. **Contract Expiration**: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
2. **No Reprisals**: No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.
3. **Cooperation of the Parties**: The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the District which pertain to the affected employee or any issue in the proceeding in question excluding information not releasable under Public Disclosure rules.

4. **Released Time**: Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits.
5. **Files**: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. **Form**: The form for filing grievances is attached to and made a part of this Agreement as Appendix B.

7. **Association Grievances**: If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

## **ARTICLE 9 - SOLE AGREEMENT AND AMENDMENTS**

This Agreement contains the sole and entire agreement between the parties and supersedes any prior verbal, written and/or other agreements between the parties. The terms of this Agreement may be supplemented, amended, modified, or waived only by a mutual agreement of the parties in writing.

**ARTICLE 10. DURATION**

Upon ratification and signing by both parties, this Agreement shall be in full force and effect for the period beginning September 1, 2023, through August 31, 2024; subject to the following provisions:

Language changes shall become effective beginning from the date of signing by the last signing party prospectively.

Negotiations shall commence not less than ninety (90) calendar days prior to the date of expiration of the Agreement.

**EXECUTED** THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023 at Waterville, Douglas County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

**APPENDIX A.**  
**2023-24 WATERVILLE CLASSIFIED SALARY SCHEDULE**

<b>Para Educator</b>	<b>Sub Pay</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Classroom Parapro	16.83	16.83	18.01	19.27	20.16	21.20	21.68	22.18	22.69	23.21	23.74
Special Ed Parapro	17.34	17.34	18.55	19.85	20.76	21.83	22.33	22.84	23.37	23.90	24.45
<b>Food Service</b>											
Food Server	16.83	16.83	18.01	19.27	20.16	21.20	21.68	22.18	22.69	23.21	23.74
Food Service Tech (Cook)	19.42	19.42	20.78	22.23	23.26	24.46	25.02	25.59	26.18	26.78	27.39
<b>Technical/Secretarial</b>											
Secondary Secretary	19.42	19.42	20.78	22.23	23.26	24.46	25.02	25.59	26.18	26.78	27.39
Elementary Secretary	19.42	19.42	20.78	22.23	23.26	24.46	25.02	25.59	26.18	26.78	27.39
Food Service Clerk	18.13	18.13	19.39	20.75	21.71	22.83	23.35	23.88	24.43	24.99	25.57
Library Services Clerk	18.13	18.13	19.39	20.75	21.71	22.83	23.35	23.88	24.43	24.99	25.57
Registrar	19.42	19.42	20.78	22.23	23.26	24.46	25.02	25.59	26.18	26.78	27.39
Physical Therapy Assist	37.93	37.93	40.59	43.43	45.43	47.77	48.86	49.98	51.13	52.30	53.50
<b>Transportation</b>											
Bus Driver	18.87	18.87	20.19	21.61	22.60	23.77	24.31	24.87	25.44	26.02	26.62
Driver Coordinator	19.25	19.25	20.60	22.04	23.05	24.24	24.80	25.37	25.95	26.54	27.15

**\$1.50 per hour additional for high needs students.**

This \$1.50 increase in hourly rate increase applies to classified staff who are assigned to work with students who exhibit a pattern of aggressive behavior and/or who require additional physical supports such as toileting, diaper changing, lifting, feeding, or other situations which could place them at a higher risk of harm. The special education director will determine students who meet this criteria twice yearly; once prior to the year starting and again at the start of second semester. Staff will be paid the higher rate for the amount of time they serve eligible students. If there is disagreement on which students meet eligibility, the following process must be followed: the staff member must present data/evidence of high-risk behaviors/concerns to the special education director and superintendent for further consideration.

**APPENDIX B. FORMAL GRIEVANCE FORM**

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

Assignment: \_\_\_\_\_ Building: \_\_\_\_\_ Date: \_\_\_\_\_

Specific contract article violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brief description of grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date violation of grievance: \_\_\_\_\_

Date Grievant became aware of violation: \_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

Send the original signed grievance to the person with whom the grievance is filed. Send on (1) copy each to the Superintendent and President. Keep one (1) copy.

## APPENDIX C. EMPLOYEE EVALUATION REPORT

### CLASSIFIED PERSONNEL PERFORMANCE EVALUATION

Directions: **CHECK APPROPRIATE BOX.** If Needs Improvement or Unsatisfactory are checked, rating must be substantiated in writing. Use the comments section for recommendations and/or commendation. One copy shall be given to the employee, one copy to the evaluator and one to the District's personnel file.

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SCHOOL \_\_\_\_\_

Type of Evaluation:

_____ Annual	From _____ to _____
_____ Probation	From _____ to _____

### CRITERION 1: ABILITY TO WORK UNDER SUPERVISION

Accepts and responds positively to instruction and criticism.

\_\_\_\_\_ Satisfactory  
\_\_\_\_\_ Needs Improvement  
\_\_\_\_\_ Unsatisfactory

Follows Directions.

\_\_\_\_\_ Satisfactory  
\_\_\_\_\_ Needs Improvement  
\_\_\_\_\_ Unsatisfactory

Ability to Adjust to new situations.

- Satisfactory
- Needs Improvement
- Unsatisfactory

Evaluators Comments:

CRITERION 2: PERFORMANCE OF ASSIGNED TASKS

Consistently works accurately and effectively.

- Satisfactory
- Needs Improvement
- Unsatisfactory

Consistently completes assigned tasks within time limits.

- Satisfactory
- Needs Improvement
- Unsatisfactory

Understands job responsibilities.

- Satisfactory
- Needs Improvement
- Unsatisfactory

Takes Pride in workmanship

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

Keeps work area neat and well-organized.

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

Makes decisions appropriate to the level of job responsibility.

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

Requires little supervision.

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

Evaluators Comments:



CRITERION 3: ORGANIZING AND PLANNING

Demonstrated skill and utilizing time.

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

Learns and applies new methods and techniques.

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

Acts on own initiative when appropriate.

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

Evaluators Comments:

CRITERION 4: INTERPERSONAL SKILLS

Ability to maintain good relationships with students, public, fellow employees and employer.

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

Evaluators Comments:

CRITERION 5. SAFETY PRACTICES

Demonstrated awareness of good safety practices.

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

Uses and cares for equipment properly and safely.

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

Evaluators Comments:

I certify that this report has been discussed with me. I understand my signature does not, necessarily, indicate agreement. A statement relative to this evaluation is \_\_\_\_\_, is not \_\_\_\_\_ attached. (Employee initial and date all attachments).

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
DATE

## Waterville School District #209 Bus Driver Evaluation

Name: \_\_\_\_\_ Route # \_\_\_\_\_ Date: \_\_\_\_\_

30 Day/ New Employee    90 Day/ New Employee    Annual      Driving Since: \_\_\_\_\_

Weather/Road Conditions:    Dry    Ice    Rain    Fog    Snow    Wet

<b>BUS OPERATION</b>	Expectations		
	Exceeds	Meets	Unsatisfactory
Operated within posted speed limits			
Speed reasonable for conditions			
Maintained proper following distance			
Proper use of turn signals/hazards			
Good vehicle control			
Proper use of 8 way lights			
Proper crossing procedures			
Mirror use			
Students seated and orderly			
Operated in proper lane			
Pre-trip			
Braking			
Corners			
Loading and unloading			
Railroad crossing		N/A	
Bus interior			
Shows concern for students			

<b>EMPLOYEE</b>	Exceeds	Meets	Unsatisfactory
Attendance			

Punctuality			
Completes paperwork			
Works well with others			

**Evaluator's Comments (additional on back if needed)**

Evaluator's Signature: \_\_\_\_\_

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

**Appendix C**

**Waterville School District #209  
Bus Driver Evaluation**

Name of Employee:		Position:			
Hire Date:		Supervisor:			
Evaluation Period:					
#	Category	Outstanding	Good	Acceptable	Unacceptable
1	Keeps assigned bus clean				
2	Keeps assigned bus fueled				
3	Completes pre-trip inspection				
4	Completes required reports				
5	Uses good judgment				

6	Maintains pupil control				
7	Relates well with others				
8	Learns and applies new ideas				
9	Shows interest in work				
10	Abides by rules and regulations				
11	Accepts responsibility willingly				
12	Maintains regular schedule				
13	Complies with instructions				
14	Dependability				
15	Attendance, punctual				
16	Accepts constructive criticism				
17	Driving habits				
18	Safety practices				
19	All things considered, how do you rate this employee in relation to job performance and value to the school system?				

**Waterville School District #209**  
**Bus Driver Evaluation**

Name of Employee:	Position:
<p>Major area(s) requiring performance improvement:</p>          <p>Action Plan for improvement:</p>          <p>Completion Date:</p>	
Supervisor Comments:	

Employee Comments:	
The required Conference was held on:	
Employee's Signature:	Date:
Supervisor's Signature:	Date
<p>Note:</p> <p>The employees' signature does not signify agreement with this evaluation, but only that it has been reviewed and discussed with the employee. The employee may make any comments desired in the employee comments section. Additional sheets, if necessary, may be attached and made an official part of the review. All comments must be attached to the review prior to the document being passed to the next level of management for review.</p>	

**APPENDIX D**

**WATERVILLE SCHOOL DISTRICT  
NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION OR  
A NEGATIVE EVALUATION**

You are being presented with this notice an option pursuant to the Agreement between the Waterville School District and the Waterville Association of School Maintenance Employees. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first option below, the District will notify the WASME that this disciplinary action or negative evaluation has been given to you.

/    / I **do** wish to have the Association notified that I have received this notice.

/    / I **do not** wish to have the Association notified. I understand that the Association will receive no notice from the District of this action. Unless I contact them directly they will not be informed of this action. If you choose this option, the form shall become part of your personnel file.

My signature indicates that I have received, read and understand this notice.

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date