

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

MARY WALKER SCHOOL DISTRICT #207

AND THE

MARY WALKER EDUCATION SUPPORT PROFESSIONALS

Effective September 1, 2019 – August 31, 2021

TABLE OF CONTENTS

ARTICLE I – ADMINISTRATION	6
Section 1: Definitions	6
Section 2: Recognition	7
Section 3: Subcontracting	8
Section 4: Effective Date	8
Section 5: Status of Agreement	8
Section 6: Conformity to Law	8
Section 7: Labor Management Meetings	8
Section 8: Distribution of Agreement	8
ARTICLE II – BUSINESS	9
Section 1: Association Dues	9
Section 2: Hold Harmless	9
Section 3: Association Rights	9
Section 4: Management Rights	10
ARTICLE III – EMPLOYEE RIGHTS	11
Section 1: Due Process	11
Section 2: Complaint Procedure	11
Section 3: Nondiscrimination	12
Section 4: Personnel File	12
Section 5: Working File	13
Section 6: Student Discipline	13
Section 7: Employee Safety and Security	13
Section 8: On-the-Job Injury	14
Section 9: Protection of Employees and Property	14
Section 10: Work Environment	14
ARTICLE IV – WORKING CONDITIONS	15
Section 1: Hours of Work	15
Section 2: Work Year Calendar	15
Section 3: Job Descriptions	15

Section 4: Lunch and Break Periods.....	15
Section 5: Vacation Days.....	16
Section 7: Attendance at Building or District Meetings	16
Section 8: Emergency/Inclement Weather Conditions	16
Section 9: Teaching Duty Bar	17
Section 10: Playground, Before and After School Supervision of Students	17
Section 11: Substituting for Certificated Staff Members.....	18
Section 12: Student Information	18
Section 13: Dispensing of Medication/Health Services to Students	18
Section 14: Staff Development/Training	19
ARTICLE V – EVALUATION	20
Section 1: Notification	20
Section 2: General Evaluation Requirements	20
Section 3: Newly Hired Employees	20
Section 4: Probationary Period for New Employees	20
Section 5: Improvement Plan	21
Section 7: Right of Appeal.....	21
ARTICLE VI – ASSIGNMENT, TRANSFER AND VACANCY	22
Section 1: Definitions	22
Section 2: Vacancy	22
Section 3: Transfer	22
ARTICLE VII – TRANSPORTATION PROVISIONS	23
Section 1: Definitions	23
Section 2: Commercial Driver’s License	23
Section 3: Shifts.....	23
Section 4: Special Trips	23
Section 5: Special Trip Assignment Process.....	24
Section 6: Transportation Training for Special Needs	25
Section 7: Extended Programs.....	25
Section 8: Breakdown	25
ARTICLE VIII – LAYOFF AND RECALL.....	26
Section 1: Definitions	26
Section 2: Criteria for Reduction in Force (RIF)	26

Section 3: Publication of the Seniority Report.....	26
Section 4: Reduction in Force and Layoff Procedure.....	27
Section 5: Provisions for Re-employment	28
ARTICLE IX– LEAVES	29
Section 1: Illness and Injury Leave	29
Section 2: Emergency Leave	29
Section 3: Family Medical Leave.....	30
Section 4: Paid Family Medical Leave	30
Section 5: Parenting Leave.....	30
Section 6: Sick Leave Buy Back.....	31
Section 7: Retirement Buy Back or Death Conversion	31
Section 8: Sick Leave Sharing	31
Section 9: Bereavement Leave	31
Section 10: Personal Leave	32
Section 11: Jury Duty and Court Appearances Leave	32
Section 12: Military Leave.....	32
Section 13: Association Leave.....	32
Section 14: Leave of Absence	33
ARTICLE X – FISCAL.....	34
Section 1: Wage Placement Provisions.....	34
Section 2: Wage Schedule Placement.....	34
Section 3: Overtime	34
Section 4: Extended Hours.....	34
Section 5: Optional Hours	34
Section 6: Call Backs.....	35
Section 7: Overpayment and Underpayment.....	35
Section 8: Insurance Benefits.....	36
ARTICLE XI – GRIEVANCE PROCEDURE.....	37
Section 1: Definitions	37
Section 2: Grievance Considerations	37
Section 3: Procedure for Processing Grievances	37
Step 1: Informal Communications	37
Step 2: Formal Meeting with the Immediate Supervisor:	38

Step 3: Superintendent/Designee.....	38
Step 4: Mediation.....	39
Step 5: Binding Arbitration	39
Section 4: Jurisdiction of the Arbitrator	40
Section 5: Arbitration Costs	40
Section 6: Cooperation of the Parties.....	40
Section 7: No Reprisals	40
Section 8: Release time.....	41
Section 9: Personnel Files	41
Section 10: Grievance Form.....	41
ARTICLE XII - DURATION.....	42
Section 1: Terms of Agreement	42
Section 2: Wages.....	42
Section 3: Openers.....	42
APPENDIX A – WAGE SCHEDULE.....	44
APPENDIX B – CALENDAR.....	45
APPENDIX C– EMPLOYEE PERFORMANCE REVIEW	46
Unsatisfactory;	47
Unacceptable	47
APPENDIX D – GRIEVANCE REPORT FORM	49

ARTICLE I – ADMINISTRATION

Section 1: Definitions

As used in this Agreement, the following words will have the following meanings unless the context in which they are used shall clearly indicate another meaning:

- A. **“District”** shall mean the Mary Walker School District No.207, Springdale, Stevens County, Washington.
- B. **“Board”** shall mean the Board of Directors of the Mary Walker School District as the governing body of the District.
- C. **“Association”** shall mean the Mary Walker Education Support Professionals (ESP), an affiliate with the Washington Education Association (WEA) and the National Education Association (NEA).
- D. **“Parties”** shall mean the District and the Association as co-signers of the Agreement.
- E. **“Agreement”** shall mean the Collective Bargaining Agreement (CBA) signed by the District and Association.
- F. **“Employee”** shall mean those employees for whom the Association is recognized as the duly authorized bargaining agent.
- G. **“Regular Employee”** shall mean any full-time or part-time employee who has successfully completed the probationary period. All provisions of this Agreement apply to this category of employee.
- H. **“Probationary Employee”** shall mean any newly hired employee, except those with substitute status. Probationary employees shall serve a probationary period for the first sixty (60) working days of employment. Probationary employees may be discharged at the discretion of the district during the probationary period and shall have no access to layoff/recall, or the grievance procedure in regard to termination. They accrue no seniority until completion of the probationary period at which time their seniority shall revert to their first day of work.
- I. **“Substitute Employee”** shall mean an employee who is hired to perform services in the place of an absent employee on a daily basis. Substitute employees who work more than thirty (30) days within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes shall

be considered members of the bargaining unit only as it applies to the following articles and sections of this Agreement: Article II Business; Article III Employee Rights; Article IV Working Conditions, Sections 1(A), 2, 3, 4, 9, 10, 11, 12, and 13; Article VII Transportation provisions; and Article X Fiscal.

- J. **“Casual Employee”** shall mean an employee who has not been employed for more than thirty (30) days and does not have an expectation of continuing employment.
- K. **“Temporary Employee”** shall mean an employee who is hired and assigned to a specific temporary job assignment. The temporary employee and job assignment shall not exceed sixty (60) consecutive workdays in one (1) contract year. Positions expected to last more than sixty (60) days shall be posted and indicate the status and duration of the position.
- L. The term **“Letter of Intent”** shall mean a notice of the District’s intent to continue to employ the individual for the current and/or ensuing school year.
- M. **“Superintendent”** shall mean the chief administrator of the District.
- N. **“President”** shall mean the presiding officer of the Association.
- O. **“Day”** shall mean employee workday unless specified otherwise in this Agreement.
- P. **“Seniority”** shall mean the first date on which the employee began continuous daily employment as a member of the bargaining unit, hereinafter called the “hire date”. Substitute, casual and temporary work experience shall be excluded when computing seniority.
- Q. **“RCW”** shall mean the Revised Code of Washington.
- R. **“WAC”** shall mean Washington Administrative Code.
- S. **“PERC”** shall mean the Washington State Public Employment Relations Commission.

Section 2: Recognition

The District hereby recognizes the Association as the exclusive bargaining representative for all non-supervisory full-time and part-time employees who perform work as classified staff in any of the following job classifications: assistant Pre-K teacher, bus driver, custodian, food service worker, maintenance/groundskeeper, nurse, student and family mental health therapist, paraprofessional, preschool teacher, secretary. Excluded from the bargaining unit are the Superintendent, building principals, business manager, cafeteria supervisor, transportation supervisor, and any other confidential employees as per RCW 41.56.030.

Section 3: Subcontracting

The duties of any employee or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred to a person not a member of the bargaining unit without prior notice to the Association and an opportunity to bargain upon request.

Section 4: Effective Date

This Agreement shall become effective when ratified by the Association and the Board and executed by authorized representative and may be amended or modified only as specified herein.

Section 5: Status of Agreement

Provisions of this Agreement shall supersede any rules, regulations, policies resolutions or practices of the District contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

Section 6: Conformity to Law

If any provision of this Agreement or any application thereof to any employee or group of employees shall be found contrary to law, then such provision or application thereof shall not be deemed valid except to the extent permitted by law, but all other provisions or applications thereof shall continue in full force and effect.

Section 7: Labor Management Meetings

Labor/Management meetings will be scheduled on a regular basis. The calendar will be established prior to August 31 of each school year by the Superintendent and the President. Additional meetings may be scheduled as need arises.

Section 8: Distribution of Agreement

- A. The Association shall prepare copies of this Agreement for proofing by the parties. There shall be two (2) official signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.
- B. The Agreement will be distributed electronically unless otherwise mutually agreed upon by the parties. The Agreement shall be posted on the Mary Walker School District website.

ARTICLE II – BUSINESS

Section 1: Association Dues

- A. The District shall deduct Association membership dues, fees and assessments from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit monthly all such deducted funds to the treasurer of the WEA or other designated organization.
- B. Upon receipt of written authorization from an employee, the District shall deduct dues and fees from the employee's monthly wages and shall continue to do so until receipt of written notification to discontinue such deductions from the Washington Education Association.
- C. The Association shall submit a copy of each signed authorization form to the District Office for processing. Amounts of annual dues deductions, assessments, and fees shall be made known by the Association to the District Office by September 10 of each year.

Section 2: Hold Harmless

The Association agrees to fully and completely defend, indemnify, and hold the District harmless against any claims, allegations, suits, actions, proceedings, or judgments that are asserted, instituted, filed or obtained against the District arising from or connected with the provisions of this Article of the Agreement. The Association agrees to reimburse the District any amounts paid in error because of the membership dues deduction provisions of Section 1 of this Agreement.

Section 3: Association Rights

- A. The Association has the right and responsibility to represent the interest of employees in the unit, to present its views to the District on matters of concern and to enter into collective negotiations with the intent of reaching mutual agreement.
- B. Any Association representative/grievant who is scheduled by the Parties to participate during work hours in grievance proceedings, conferences or meetings with representatives of the District shall suffer no loss of pay.
- C. Association representatives shall have reasonable access to covered employees before and after work hours and during scheduled rest breaks and lunch periods. Such access shall not in any way interfere with or interrupt the employee's work or normal school operation.
- D. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association may use District intra-district mail, email

and employee mailboxes for the purposes of communicating with bargaining unit members. The Association acknowledges that District email is subject to public information requests.

- E. The Association shall have access to use District equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the District for the cost of materials used.
- F. The District shall make available to the Association a roster of covered employees as soon as is practical following the start of the school year and inform the Association monthly, following the last Board meeting of the month, in writing, of any additions with hire date or deletions of covered employees.
- G. Upon request, the District will provide the Association any information which is of public record in accordance with applicable public disclosure and labor laws.

Section 4: Management Rights

- A. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this contract, is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.
- B. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.
- C. It is the intention of the parties hereto that all rights, powers, prerogatives, duties and authority which the District now has or had, whether exercised or not, prior to the signing of this Agreement, are retained by the District except those which are expressly abridged or modified by the provisions of Agreement.

ARTICLE III – EMPLOYEE RIGHTS

Section 1: Due Process

- A. No employee shall be disciplined without just cause (Appendix E). Should an employee be disciplined, a written explanation of the reason for any disciplinary action will be given to the employee.
- B. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such representative of the Association is present. In no event, however, shall the meeting be delayed more than three (3) work days to accommodate such representation.
- C. The District agrees to follow progressive discipline. Any disciplinary or other adverse action taken against an employee shall be appropriate to the behavior or situation that precipitates the action. Depending upon the severity of the offense, discipline may begin at any step. Progressive Disciplinary Steps can include the following: Written Record of an Oral Warning, Written Reprimand, Suspension without Pay and Discharge. Non-disciplinary measures include: Oral Instruction/Direction and Written Instruction/Direction. Administrative leave is not considered a disciplinary action.
- D. In the event any employee is given a formal disciplinary action, the President shall be furnished with a copy of such formal action within five (5) days of issuance. Unless the employee indicates in writing to the District that they do not wish to have the Association notified, such information will be withheld.

Section 2: Complaint Procedure

- A. Any complaint and complainant's name (unless the release of such name is prohibited by court order or state and/or federal law) made against an employee by any parent, student, or other person that an administrator uses as a basis to initiate an investigation will be called to the attention of the employee by the employee's next workday or as soon as possible but no later than ten (10) days from the receipt of such complaint. Written notification of the complaint shall be acceptable should the employee be unavailable to discuss the cause for the complaint.
- B. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

- C. The employee shall have the right to Association representation at any meetings or conferences regarding the complaint that may lead to discipline.

Section 3: Nondiscrimination

- A. Employees shall be entitled to full rights of citizenship. The District will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion, discipline and training. Such equal employment opportunity will be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. Unless based upon a bona fide occupational qualification, the prohibition against discrimination of a disability shall not apply if the particular disability prevents the proper performance of the particular work involved.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but are in addition to those provided elsewhere.
- C. The private life of an employee is not within the appropriate concern or attention of the District, provided those actions do not interfere with the performance of their duties or the mission of the schools.

Section 4: Personnel File

- A. Only one (1) personnel file shall be maintained in the District for each employee of the bargaining unit.
- B. Employees covered by this Agreement shall have the right to inspect all contents of their complete personnel file in the presence of an authorized staff member during normal business hours. At the employee's request, an association representative, may be present during this review. Upon request, the superintendent/designee shall sign to verify the contents of the file. At employee expense, at the current reproduction rate, a copy of any documents contained therein shall be afforded the employee.
- C. Disciplinary or derogatory materials shall not be placed in the personnel file without the employee's knowledge, in writing, of such placement. A copy of all such materials shall be given to the employee. It is understood that forms required by the evaluation procedure are not to be considered as derogatory references.

- D. For the purpose of Sections 4 and 5 of this Article, derogatory material shall mean any material making adverse reference to an employee's competence, manner or character.
- E. Employees shall be given an opportunity to attach written comments to any material in the file.
- F. After three (3) years from the date of issuance of any disciplinary action or the placement of any derogatory material in the personnel file, the employee may request removal of such documents, provided that there are no related incidents during the three (3) year period after the placement of such materials in the personnel file. Materials shall not be removed if prohibited by law.

Section 5: Working File

Working files maintained by the employee's supervisor and/or evaluator shall be open to inspection by the employee. Working files shall be cleared at the end of each school year except that derogatory materials may remain for one (1) year from the date of occurrence in the working file.

Section 6: Student Discipline

- A. Employees are expected to follow building procedures concerning student discipline. The employer shall support in following these procedures.
- B. The principal or designee of each building shall, within the first month of school, distribute and explain the discipline procedures of the school building and the policy of the District relating to discipline. The Superintendent or designee shall ensure district-wide communication of said policy.
- C. The District shall inform all employees assigned to supervise or work with a student of the history of any student who has behavioral concerns or who may be dangerous, violent or a registered sexual offender.
- D. The District shall determine and offer training, in student behavior management to employees as appropriate to their assignment.

Section 7: Employee Safety and Security

- A. The District acknowledges the impact that serious threats and assault on employees has on the educational process and will follow the student disciplinary process in accordance with District policy and State and Federal law.

- B. Should an employee be threatened with an assault or be assaulted by a student, parent or other person while on district property or during a school sponsored event, such employee shall report such threat or assault to the employee's supervisor or designee. Following district policy and procedures the supervisor or designee shall assess the incident and inform the employee what action, if any, has been taken in response to the alleged threat or assault in accordance with State and Federal regulations.
- C. The District shall report threats and assaults to the authorities as appropriate. Employees are free to exercise their personal legal rights or alternative courses of action concerning threats and assaults.
- D. Employees are expected to use reasonable measures in situations involving physical threats or abuse. Employees will follow district procedures when necessary to protect themselves or others from physical injury.
- E. The District shall determine and offer employees with training, support and necessary equipment to ensure the employee's safety in the workplace.

Section 8: On-the-Job Injury

- A. Employees are entitled to apply for workers' compensation if they have sought medical attention and are not cleared by a physician to return to work within three (3) calendar days following an on-the job injury or illness. Such Incidents will be handled according to procedures set forth by the industrial insurance laws of the State of Washington.
- B. The District shall reimburse employees for replacement of clothing or other personal property damaged or destroyed in a disturbance as provided by RCW 28A.400.370.

Section 9: Protection of Employees and Property

The District shall provide employees with insurance protection as is required by RCW 28A.400.370. Upon request the District will provide employees with a written summary of the coverage they have under the provisions of District insurance policies.

Section 10: Work Environment

- A. The District shall maintain working conditions which meet the health and safety requirements in the work place for students and employees. It shall be the obligation of each individual employee to report inadequate environmental conditions to his or her immediate supervisor.
- B. When the District confirms a health or safety issue exists related to a specific worksite, the District shall provide timely notice to the staff of the impacted worksite and the Association.

This notice shall outline the problem and its location, and what is being done to resolve the issue.

ARTICLE IV – WORKING CONDITIONS

Section 1: Hours of Work

- A. Each employee shall be assigned to a definite shift with designated starting and ending times. Work schedules showing the employee's initial shift, work days and hours shall be given to the employee prior to the first day of work. Schedule adjustments will be updated on a regular basis.
- B. The parties recognize that personnel and enrollment changes may necessitate adjustments of employee assignments and that reasonable changes to schedules may occur. Notice of any modifications of the employee's assigned shift, workdays and/or hours shall be given to the employee within three (3) days prior to such reassignment unless circumstances prevent otherwise.
- C. Any reduction of hours shall occur in accordance with Article VIII, Layoff and Recall.

Section 2: Work Year Calendar

The current calendar is contained in Appendix B. Calendars for subsequent years will be determined by the parties on or before June 1.

Section 3: Job Descriptions

Current of all bargaining unit job descriptions shall be available to all employees and the Association for their review upon request. When a job description for a bargaining unit position has been newly created or revised, a copy will be provided to the affected employees and the Association.

Section 4: Lunch and Break Periods

- A. Employees shall receive a fifteen (15) minute break for each four (4) hours of work, scheduled as near as possible to the mid-point of the work period. Employees who work eight (8) or more hours per day shall receive two (2) fifteen (15) minute breaks within the workday. One (1) of the two (2) breaks shall be within the first four (4) hours of the employee's workday.
- B. Each employee, working more than five (5) hours per day, shall be entitled to a minimum one-half (1/2) hour duty-free lunch period without pay.

- C. Employees shall be free to leave their work site during the duty-free lunch period, provided the employee notifies the office that they are leaving.
- D. Employees required to work through their regularly scheduled lunch shall be compensated for the foregone lunch period.

Section 5: Vacation Days

- A. All regular full-time employees (twelve (12) months/year), covered by this agreement shall be eligible for vacation leave in accordance with Board policy.
- B. Vacation may be accumulated to a total of thirty (30) working days as of the employee's anniversary date. Any vacation leave accumulated beyond this limit will be forfeited.
- C. Any employee who separates from service by reason of resignation, layoff, dismissal, retirement or death is entitled to a lump sum payment of unused vacation leave.
- D. The total number of accumulated annual leave days and vacation days to be reimbursed at retirement or termination will not exceed thirty (30) days and will be cashed out at the employee's hourly rate of pay.
- E. Employees must schedule vacation with their supervisor at least two (2) weeks in advance of the first day of vacation leave. Vacation schedules must recognize the operational needs of the District and are subject to the approval of the supervisor.

Section 7: Attendance at Building or District Meetings

Employees required by an administrator to attend meetings or carry out other responsibilities outside of their normal workday shall be compensated for all such time at their regular hourly rate of pay. Overtime provisions will apply if the employee works more than forty (40) hours per week.

Section 8: Emergency/Inclement Weather Conditions

- A. If conditions make it necessary for the District to declare school closed for one (1) or more days, only critical employees necessary to maintain the buildings and equipment shall not be required to report to work. Employees shall make up the day(s) when school is rescheduled.
- B. Employees shall be compensated for a minimum of two (2) hours of work, to be paid at their regular rate of pay, if schools are closed after the employees' workday begins. If the employee's supervisor requests, employees may work additional hours during closure days. Employees will receive their regular rate of pay for all hours worked.

- C. Should the District receive a waiver for loss of student days, the employee shall be allowed to use any accumulated personal leave or work additional hours to make up for lost wages.
- D. If conditions make it necessary for the District to delay the opening of school or close school before the end of the student day employees may, at their discretion, work the regularly scheduled shift; use accumulated emergency or personal leave; or make up the time at a later date.
- E. If the employee is unable to report to work due to inclement weather and the schools are open, the employee may use emergency leave or may take leave without pay.
- F. The District shall include a copy of its inclement weather/school closure policy online and/or in the staff handbook.

Section 9: Teaching Duty Bar

Employees, such as paraprofessionals, are to work under the direction of a certificated/licensed staff member to support and assist in providing instructional and other services to students. The certificated/licensed staff member remains responsible for the overall conduct and management of the classroom or program, including the development of lesson plans for the paraprofessional's use when working with students and the design, implementation and evaluation of the instructional program and student progress.

Section 10: Playground, Before and After School Supervision of Students

- A. The District will consider location of the playground, number of students and safety issues to appropriately staff recesses. Concerns about staffing may be brought to the attention of the building principal. If concerns are not resolved at the building level, they may be directed to the Assistant Superintendent or designee.
- B. The District will provide working communication tools to ensure the safety of those employees while on recess/playground, before/after school and crossing guard duty. Building access will be granted to employees during these periods.
- C. The district will determine and provide training for all employees who work as crossing guards, recess/playground assistants and before/after school monitors. The training will be held during the normal workday. If this training is held outside of the employee's regular work hours, the employee will be compensated at their hourly rate or at the overtime rate if the employee's hours are such that they have met that threshold.

Section 11: Substituting for Certificated Staff Members

- A. In emergencies, employees who hold a valid teaching or substitute certificate may substitute for a certificated staff member. The employees will receive an increase of \$3 per hour or the certificated hourly substitute rate of pay whichever is higher than the employee's regular rate of pay. Compensation shall commence from the time that the employee begins coverage of the classroom/students.
- B. An emergency is defined as a sudden condition or state of affairs calling for immediate action or when arrangements for a regular certificated substitute cannot be made due to time constraints or substitute availability.

Section 12: Student Information

The building principal and/or designee shall provide to employees who have a legitimate educational interest appropriate student information if such information is needed for the employees to do their job. This may include information from 504 Accommodation Plans, Special Education IEPs, BIPs or other health and safety plans as necessary for providing educational services or supervision to students.

Section 13: Dispensing of Medication/Health Services to Students

- A. Building principals and nurses will determine the procedure for dispensing student medication and delivering health services to students within each building. A plan must be developed to address the need for backup personnel to be trained in administering all health services in the employee's absence.
- B. There shall be a designated facility for the dispensing of medication and treatment of students. Medication will be stored in a locked or limited access area. Employees giving medication will have a reasonably uninterrupted period of time in which to do so where they will not have other assigned duties.
- C. A nurse shall be responsible for the training of employees who are assigned to disperse medications and/or provide health services.
- D. Upon submission of a written letter of refusal, employees shall not be required to insert feeding tubes or catheters. A written letter of refusal may not serve as grounds for discharge, non-renewal or other action adversely affecting the employee's contract status.
- E. Employees providing medication or health services to students in compliance with state law shall not be liable in any criminal action or for civil damages in their individual, marital,

governmental, corporate or other capacity as a result of providing medication or health services to students (RCW 28A.210.275).

Section 14: Staff Development/Training

The District shall determine and provide staff development/training for all employees within the bargaining unit as appropriate to their job assignment. Such training may include but is not limited to: office procedures and technology use; student safety and discipline; playground safety; Safe Schools Training; student restraint behavior modification; medication disbursement; care of medically fragile students; proper lifting techniques and handling and disposal of hazardous materials such as needles and bodily fluids. If this training is held outside of the normal workday, employees will be compensated at their hourly rate of pay or at the overtime rate if the employee's hours are such that they have met that threshold.

ARTICLE V – EVALUATION

Section 1: Notification

By October 15, each employee shall be given the name of their primary evaluator and contributing evaluators. If those should change during the year, the employee shall be notified in a reasonable time period.

Section 2: General Evaluation Requirements

- A. Every regular employee will be evaluated in writing. The evaluation will be reviewed in person, by the evaluator, with the employee and a copy of the report furnished to the employee prior to placement in the personnel file. All evaluations shall be completed no later than the last day of school.
- B. Employees shall be required to sign, and date completed evaluation. The employee's signature shall indicate only that they have received a copy of the evaluation report and are aware of the content. The evaluation form provided by the district shall be the only form used.
- C. The summative evaluation will be placed in the employee's personnel file. Any observation notes will be purged from the evaluator's/supervisor's file no later than June 30 upon the request of the employee.
- D. The employee has a right to attach comments on any evaluation report.

Section 3: Newly Hired Employees

Newly hired employees shall be evaluated within forty-five (45) working days after commencement of employment.

Section 4: Probationary Period for New Employees

- A. Newly hired employees shall be considered probationary employees for a period of not more than sixty (60) working days following the hire date unless the probationary period has been extended for an additional sixty (60) working days at the discretion of the District/Administration. During this probationary period the District may discharge such employee at its discretion.
- B. At the completion of the sixty (60) day probationary period, the employee will be either:

1. Removed from probationary status
2. Released from employment or
3. Given another sixty (60) calendar work days probationary period to improve job performance.

Section 5: Improvement Plan

- A. A non-probationary employee receiving a rating of two (2) or below on any criteria of a summative performance evaluation will be given a written notice explaining any deficiencies and ways the employee can improve their job performance. The employee shall be given a reasonable amount of time to implement the specific suggestions for improvement.
- B. If an employee is rated at 2 or below on a majority of the subsections of the evaluation criteria and does not demonstrate improvement in the areas of weakness, the employee's supervisor shall make a recommendation to the Superintendent on the continued employment of the employee. The Superintendent shall recommend to the Board of Directors any action to be taken.

Section 7: Right of Appeal

Only the procedural aspects of the evaluation system may be appealed through the grievance process.

ARTICLE VI – ASSIGNMENT, TRANSFER AND VACANCY

Section 1: Definitions

Assignment: The specific position assigned to an employee either within a building or program area

Transfer: An assignment or reassignment to a different building, program or job classification

Vacancy: A position presently unfilled; or a newly created position

Section 2: Vacancy

- A. Job openings or vacancies shall be posted concurrently inside and outside the District for a minimum of five (5) days on the District website and at each worksite with copies sent to the Association president. The job posting shall include a job description that clearly sets forth the qualifications, number of hours and requirements for the position.
- B. Employees who meet the minimum qualifications and criteria specified on the job posting may apply for such positions. Current qualified employees who apply for the open position will be granted an interview and will be given first consideration for the position. Temporary and substitute employees are considered external candidates.

Section 3: Transfer

- A. The District shall consider voluntary transfer requests prior to the involuntary transfer of staff.
- B. Employees may be transferred from their current assignment with three (3) days prior notice. The supervisor and employee shall meet to discuss the effects of such a transfer before the transfer is initiated.

ARTICLE VII – TRANSPORTATION PROVISIONS

Section 1: Definitions

- A. Regular Route: regular assigned daily routes.
- B. Special Trip: any trip other than regular daily assigned routes, including activity routes

Section 2: Commercial Driver's License

All classified employees who are required to hold a Commercial Driver's License (CDL) will participate in the federal, state and District's mandated drug and alcohol testing program. Costs associated with testing and renewing endorsements will be reimbursed by the District.

Section 3: Shifts

- A. Shifts will be established for transportation personnel in relation to routes and driving times necessary to fulfill tasks assigned by the Transportation Supervisor. All drivers will receive in addition to assigned hours of driving time, pay for an additional one-half (1/2) hour per day. Such additional one-half (1/2) hour will be used for pre-trip and post-trip requirements as specified in the District "Visual Vehicle Inspection Checklist".
- B. If there are thirty (30) minutes or less between regular assignments, the base hourly rate will continue uninterrupted.
- C. All drivers shall be required to attend a meeting called by the transportation supervisor for the purpose of fulfilling training required by State regulations or the District as a condition of continued employment. Drivers will receive a minimum of one (1) hour pay for each Transportation Staff Meeting.

Section 4: Special Trips

- A. Drivers may bid for extra trips to place their hours for the week as close to the maximum allowed of forty (40) hours per week. No driver shall bid a trip, which will exceed the forty (40) hours per week maximum, unless that trip was not bid on during the first round.
- B. Trips, including overnight, will be offered to drivers on a seniority basis. The bid for trips may include additional specified duties, as indicated on the trip ticket. Trips, except overnight, that interfere with regular routes will be offered on a rotation basis, utilizing the seniority list in

descending order. A trip cannot interfere with position responsibilities held elsewhere in the District.

- C. A period of fifteen (15) minutes will be allowed between trips, routes or other district positions. Trips will be compensated at the driver's hourly trip rate of pay for the duration of the trip. Compensation for days (midnight to midnight) on overnight trips will be at an eight (8) hour day plus reasonable expenses actually incurred.
- D. Should an athletic team or activity require transportation of nine (9) students or fewer to a specific site, the District may, at its discretion, choose methods of transportation other than those specified in the above section (e.g. coaches, volunteers, or parents provide transportation).
- E. If a special trip is cancelled within two (2) hours of the scheduled departure time, the driver has the option of receiving two (2) hours at his/her hourly rate or driving his/her route.
- F. If a trip is cancelled due to factors beyond the driver's control, the assigned driver will be given first preference on the next available, comparable trip assignment.
- G. If the date of a trip is changed, the assigned driver may either take the trip on the alternate date or be given first preference on the next available, comparable trip assignment.

Section 5: Special Trip Assignment Process

- A. Trips are posted at the Transportation Department at least two (2) weeks prior to the scheduled trip date.
- B. Trips will be bid at a drivers' meeting held monthly at the Transportation Department. In the event of early dismissal or no school, a notice will be posted in the Transportation Department listing an alternative day and time.
- C. Requests received after Thursday at 4:00 p.m. for trips the following week will be assigned based on a rotating seniority "add-on" list maintained by the Transportation Department. Drivers will be contacted by the Transportation Office.
- D. Drivers whom have accepted an extra trip and subsequently do not carry out the trip for any reason other than illness or bona fide emergency shall be removed from all consideration ("off-the-board") for extra trips for thirty (30) calendar days.
- E. All drivers awarded trips will be notified the day following the awarding of a special trip.
- F. The transportation supervisor may bypass a driver for assignment to an extra trip if:

1. The trip requires driving skill or knowledge of the area which the supervisor feel the driver does not yet possess.
2. There is evidence that relationships with the advisors or students who will be transported are such that student management or safety problems will occur.
3. When performance of the driver on regular routes, added work or extra trips has been below acceptable performance standards.
4. The supervisor shall orally inform the driver of the reason(s) for the bypass, and subsequently submit a written reason to the Superintendent or his/her designee who shall provide a copy to the driver.

Section 6: Transportation Training for Special Needs

Appropriate, additional training will be provided for all transportation assistants and drivers who are assigned to special needs bus routes and/or trips. Annual training will be required for assignment of special needs trips

Section 7: Extended Programs

A driver who has been assigned an extended program route will have that route as long as the program is in need, unless the driver chooses to give the route to another driver.

Section 8: Breakdown

In the event of a breakdown or other problems resulting in delays, the driver will be compensated at their hourly rate of pay for all time worked.

ARTICLE VIII – LAYOFF AND RECALL

Section 1: Definitions

- A. Reduction in Force – a reduction in the number of hours, days, and/or positions due to financial and/or programmatic needs/interests of the District.
- B. Layoff – a RIF that results in separation of employment. It does not refer to decisions to discharge, terminate or adversely affect an employee for cause.
- C. Seniority – shall mean the first date on which the employee began continuous daily employment as a member of the bargaining unit, hereinafter called the “hire date”. Substitute and temporary work experience shall be excluded when computing seniority.

Section 2: Criteria for Reduction in Force (RIF)

- A. Reduction in Force (RIF) is an action by the Board to reduce the number of hours, days and/or positions due to economic reasons such as failure of special levies, reduction of state or federal funding; or reduction in enrollment or changes to the educational program or needs. The District will not reduce the number of full-time or part-time jobs except by attrition or layoff.
- B. To eliminate involuntary separation of staff, every reasonable effort shall be made to ascertain the number of positions which shall be open because of:
 - 1. Retirement
 - 2. Resignation
 - 3. Leaves of absence
 - 4. Release of employment of probationary employees
 - 5. Release of employment of temporary employees
 - 6. Transfer of employees within the District

Section 3: Publication of the Seniority Report

- A. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter “hire date”) within the school district regardless of job title.
- B. Annually, by February 1, the District shall publish and distribute the seniority report to all employees for verification of work experience. Employees shall have twenty (20) working

days to report any dispute regarding their years of experience to the Human Resources Department during the annual review period.

- C. Employees on leave are responsible for initiating any changes pertaining to their individual listing.
- D. A finalized list shall be published and distributed to all employees by March 1 of each year. The list shall reflect all corrections, deletions and additions of personnel for the school year.
- E. The seniority report shall include:
 - 1. Initial hire date as a member of the bargaining unit
 - 2. Initial hire date as an employee within the district
 - 3. Total number of years of service within the bargaining unit
 - 4. Total number of years of service within the District

In the event that more than one employee has the same seniority ranking, the affected employees shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which allow affected employees and the Association to be in attendance.

Section 4: Reduction in Force and Layoff Procedure

- A. The Superintendent will notify the President of the Association by May 31 of any anticipated layoff within the bargaining unit and the position(s) within the bargaining unit to be discontinued.
- B. Any layoff of employees shall be accomplished using overall district seniority, regardless of funding category/source or worksite provided that the retained employee can meet the minimal job requirements for any of the remaining positions in the District. Staffing adjustments resulting from layoff of employees will be based on district seniority within the bargaining unit.
- C. Employees to be laid off shall receive advance written notice of no less than ten (10) working days. The Association shall be presented with a layoff list no less than ten (10) working days prior to employee layoffs.
- D. The District shall first seek voluntary reduction through resignations, leave of absence and/or retirement.

- E. If a reduction in the work force is necessary, the District will endeavor to reduce the number of individual positions rather than reducing hours for all employees.

Section 5: Provisions for Re-employment

- A. Employees laid off will be placed in a rehire pool in order of seniority for a period of two (2) years following layoff. The District will recall employees in reverse order of layoff to openings within the bargaining unit provided such employees are qualified to fill the position.
- B. Notices of re-employment will be sent to the last known address for the individual, and employees shall have ten (10) days from the date of the mailing to accept the position. It shall be the responsibility of each person in the re-employment pool to notify the Human Resources Department of any change of address. If after written notification by certified letter, noting receipt, the employee does not respond in ten (10) days then the employee will be removed from the pool.
- C. Employees in the rehire pool will have, upon request, first priority for substituting and placement into temporary positions within the bargaining unit. Upon rehire, sick leave and position on the wage schedule shall be restored.

ARTICLE IX– LEAVES

Section 1: Illness and Injury Leave

- A. Each employee shall be awarded sick leave allowance at the rate of one (1) day per month based the employee’s FTE. This leave is awarded each September or upon employment with the District. Such leave shall be used for absence caused by illness, illness of a family member, medical appointments, or injury. Unused sick leave days may be accumulated at the rate of the employee’s normal daily work shift up to one hundred eighty (180) days or to the maximum allowable by State law.
- B. Employees who are hired after the beginning of the school year shall receive a pro rata amount of leave based on the number of months remaining in the school year. Leave will be credited to the employee’s account during the first month of employment. A full day will be granted to an employee hired on or before the 15th of the month, for that month.
- C. Employees who have accrued sick leave while employed by another public-school district in the State of Washington, shall be given credit for such accrued sick leave upon employment by the District.
- D. Upon District request, an employee claiming sick leave benefits for five (5) or more consecutive days or who has a pattern of sick leave use may be required to submit a signed statement from a licensed health professional that states the need for continued absence for a medically approved reason.
- E. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee’s normal daily work shift at the time sick leave is taken.
- F. When possible, the employee shall notify the Human Resources Department at least five (5) days in advance of the dates of planned leave. Upon request, a signed physician’s statement shall accompany an absence of five (5) or more consecutive days.
- G. Employees who have depleted or who will shortly deplete their sick leave may apply for shared leave as per law.
- H. If, upon separation of employment, an employee has used more sick leave than the number of days accumulated, a deduction will be taken from the employee’s last pay warrant.

Section 2: Emergency Leave

The District shall allow employees to use any of their accumulated leave balances in the event the employee has an emergency. Emergency is defined as a situation which has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the

employee's absence during the workday. A statement of the emergency may be required to support an absence of more than two (2) days.

Section 3: Family Medical Leave

Any eligible employee is entitled to family medical leave during any fiscal year in accordance with the Family Medical Leave Act (FMLA). The District shall post information on the Family Medical Leave Act (FMLA) at each employee work site. Sick leave shall run concurrently with family medical leave. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.

Section 4: Paid Family Medical Leave

Effective January 1, 2020, employees will be eligible to receive paid medical and family benefits under the Washington State Family and Medical Leave (PMFL) program. Employee eligibility for leave and benefits under this program is determined by Washington State law, chapter 50A.04 RCW. Employees and the District shall each pay their statutory share of the premium rate as specified in RCW 50A.04.115.

Section 5: Parenting Leave

- A. The District shall grant the use of 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.
- B. Employees requesting parenting leave shall provide written notice to the District at least thirty (30) days prior to commencement of the leave or, if the event is not foreseeable as soon as practicable. Employees shall indicate an expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.
- C. Up to ten (10) days of accumulated sick leave may be used for adoption including any required court appearances regarding adoption.
- D. Up to ten (10) consecutive days of accumulated sick leave can be used for non-maternal childbirth leave (paternal, adoption, grandparent). Additional leave may be granted under provisions qualifying as family illness or with approval of the Superintendent in extenuating circumstances.

Section 6: Sick Leave Buy Back

In January of the year, following any year in which a minimum of sixty (60) days of sick leave has accrued, eligible employees may elect to convert sick leave to monetary compensation at a rate equal to one (1) day per diem pay for each four (4) full days of sick leave in excess of sixty (60) days. Each employee may convert up to twelve (12) days of sick leave, the balance of which shall be no less than sixty (60) days. Moneys or benefits received under this section shall not be included for the purposes of computing a retirement allowance. RCW 28A.400.210

Section 7: Retirement Buy Back or Death Conversion

- A. In accordance with RCW 28A.400.210 the District hereby adopts a preretirement and a post-retirement medical benefit plan for eligible employees with accumulated sick leave conversion funds.
- B. At the time of separation from the District employment due to retirement or death, an eligible employee or employee's estate shall receive remuneration at the rate equal to one day's current monetary compensation of the employee for each four full days of accrued leave for illness or injury. (RCW 28A.400.210).
- C. The administration of this plan shall be in accordance with RCW 28A.400.210 – Employee attendance incentive program – Remuneration or benefit plan for unused sick leave and WAC 392-136 Finance – Conversion of Accumulated Sick Leave

Section 8: Sick Leave Sharing

The District shall provide employees with access to leave sharing (sick leave bank) in accordance with state law.

Section 9: Bereavement Leave

Up to five (5) days shall be granted with pay per occurrence for the death of a member of the employee's immediate family. Immediate family shall include the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, and father-in-law. Up to three (3) days of bereavement leave shall be granted with pay per occurrence for the death of an employee's extended family. Extended family shall include son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter, grandson, aunt, uncle, niece, nephew, or cousin. Such leave shall be non-cumulative from year to year. Employees shall notify their immediate supervisor when taking bereavement leave and record such leave as per district procedures. If bereavement exceeds the allocated time, accumulated sick leave or personal leave can be used as an option.

Section 10: Personal Leave

Each employee shall be entitled to three (3) paid days of personal leave per year. If possible, notice of intent to use this leave shall be given within a minimum of forty-eight (48) hours through the AESOP system. Personal leave may not be used to extend a vacation/break. This leave is presumed to be granted upon request. Such leave shall be non-cumulative.

Section 11: Jury Duty and Court Appearances Leave

- A. Employees ordered by a court for jury duty service will be granted paid leave. Any compensation an employee receives for serving as a jury member may be retained by the employee. A copy of the subpoena or certificate of the clerk of the court shall be filed with the Payroll Office.
- B. Absences for legal action in which the employee is a litigant or has a direct or indirect interest in the proceedings shall be classed as personal business leave and a pay deduction will be made, or the employee may use personal leave as appropriate for such absence.

Section 12: Military Leave

- A. Employees shall be granted military leaves of absence without pay when required by law to serve in a military force. Years of military leave shall be counted as years of experience for salary and seniority purposes. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District to the extent required by law.
- B. Military leave of absence is construed as regular service in regard to salary increments. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from employee's assignment for a period not exceeding twenty-one (21) calendar days beginning October 1st and ending the following September 30th. The employee shall receive normal District pay, however, there shall be no loss of privileges, vacations or sick leave to which the employee might otherwise be entitled according to RCW 38.40.060.

Section 13: Association Leave

- A. An aggregate of ten (10) leave days per year with pay shall be provided to the Association to carryout responsibilities as bargaining agent. The cost of the substitute shall be reimbursed to the District by the Association.
- B. Employees will provide the District with at least twenty-four (24) hours' notice through the AESOP system before taking Association Leave unless circumstances prevent otherwise.

Section 14: Leave of Absence

- A. Employees may submit a written request for leave for personal or professional reasons of up to one (1) year. Upon recommendation of the superintendent and approval by the Board such leave shall be granted. Leaves of absence under this section include but are not limited to recuperation, child rearing, business related to a death in the family, study, or travel. During the leave of absence, the employee may pay the District's share of any insurance benefits program in order to maintain those benefits to the extent permitted by law.

- B. Employees, granted such leave, shall notify the District in writing on or before March 15 of their intent to return from leave of absence for the following school year. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District. The Board may extend the Leave of Absence for up to one (1) additional year upon written request of the employee.

ARTICLE X – FISCAL

Section 1: Wage Placement Provisions

Employees shall be paid in accordance with Wage Schedule, Appendix A. Employees will be paid at the appropriate level for the hours worked at that level.

Section 2: Wage Schedule Placement

- A. Employees will be placed on the wage schedule and paid in accordance with Appendix A.
- B. Individuals who have verified job experience or comparable experience outside of the bargaining unit may be credited on a one-for-one basis for wage schedule purposes.
- C. Employees hired on or before December 31, shall be eligible to move to the next wage schedule step the following year. Employees hired on or after January 1 will remain on their current step for the following year. An employee cannot receive more than one (1) year of experience per year, regardless of the number of hours worked.

Section 3: Overtime

All hours previously approved and worked in excess of forty (40) per week shall be compensated at the rate of one and one-half (1 1/2) times the employee's base pay and/or in accordance with applicable Fair Labor Standards Act regulations. Any and all such overtime hours must be previously authorized by the district. Holidays are included in the forty (40) hour work week calculation.

Section 4: Extended Hours

Employees working field or other activity trips shall be paid for all hours on duty including overtime if the extended work hours are greater than forty (40) hours in any given work week. For this section, on duty means all working hours assigned by the building principal or supervisor for supervision of students.

Section 5: Optional Hours

- A. Optional hours are defined as compensation for additional hours worked outside of the employee's normally scheduled workday and/or work year. Optional hours shall be preapproved by the employee's supervisor and shall be paid at the employee's regular rate. Combined optional and regular hours in excess of forty (40) hours per week shall be paid at the overtime rate.

- B. In lieu of additional payment, an employee may request to take flex time. Granting of flex time must be approved by and scheduled with the supervisor in advance. Flex time shall be documented on the monthly time sheet and limited to three (3) days per month.
- C. Any flex time not taken during the regular work year shall be cashed out and paid at the employee's regular rate of pay in the June pay warrant.
- D. If the balance of additional hours is not paid by the District or used by the employee before separation of employment, it will be paid at the regular rate of pay as part of the employee's final pay warrant.

Section 6: Call Backs

Employees called back to work after the completion of their daily shift shall receive a minimum of two (2) hours pay for the callback.

Section 7: Overpayment and Underpayment

- A. Should an employee become aware of an overpayment or underpayment, the employee will provide timely notification to the District's payroll office. In the event the District identifies an overpayment or underpayment the District will notify the employee of the error. Errors made in payment will be corrected in the current payroll period when possible, or the next payroll period(s).
- B. Employees who receive an overpayment by the District will have the following options for repayment:
 - 1. Lump sum repayment
 - 2. Equal payments to be completed by the end of the school year
 - 3. Equal payments spread over one (1) year
- C. If the option to pay the overpayment in multiple payments is exercised, the minimum repayment amount will be \$25 per month until the residual amount is less than \$25. The residual amount shall be paid in full.
- D. If an employee who receives an overpayment separates from employment, the repayment amount will be due in full and deducted from the final payroll earnings statement. Repayment will begin in the pay warrant following individual notification that such repayment is necessary.

- E. Employees receiving an underpayment shall be retroactively paid back to the start of the underpayment. The District will provide a separate payment to the employee on payday to correct the underpayment(s).

Section 8: Insurance Benefits

- A. The District will pay the full portion of the employer contribution for insurance coverage for all eligible employees and their dependents as mandated by State law. Employees may select from basic benefit plans as offered by the State Employee Benefits Board (SEBB). Employees may select optional benefits at their own expense.
- B. To the extent the SEBB offers such benefits and/or programs employees shall be able to participate in the SEBB offered medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).

ARTICLE XI – GRIEVANCE PROCEDURE

Section 1: Definitions

- A. “Grievant” shall mean an individual, a group of individuals and/or the Association, or the District.
- B. A “grievance” shall mean a claim by a grievant that a dispute exists involving interpretation or application of this Agreement. Grievances involving one (1) or more employees, or one (1) or more supervisors, or an administrator above the building level may be filed at Step 3.
- C. “Day” shall mean employee workday. When a grievance has not been resolved by the end of the school year, days shall mean any day on which the District Office is open for business with the public.

Section 2: Grievance Considerations

- A. If any time line is not met by the grievant as specified in Section 3, the grievance shall be considered withdrawn and subject to no further processing. If the District fails to meet a required timeline, the grievance may proceed to the next step. Time limits under unusual circumstances may be extended by mutual consent of the parties.
- B. Any grievance related to the terms of the agreement shall be subject to binding arbitration.
- C. Any grievance related to inconsistent application of Board policy shall be processed only to Step 3.
- D. Notwithstanding the expiration of the Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 3: Procedure for Processing Grievances

Step 1: Informal Communications

The District and Association acknowledge that it is usually most desirable for an employee and immediate supervisor to resolve problems through free and informal communications. The grievant and/or Association representative(s) may orally present a grievance to the immediate supervisor. Such meeting shall be held within five (5) days of the request. The employee shall request a meeting with the immediate supervisor within fifteen (15) days from the time of the occurrence of the event or the time that the employee should have reasonably become aware of the occurrence of the event, whichever is later. If no solution is

reached at the Informal Meeting, the grievance will be reduced to writing. The following steps shall be followed in the processing of a formal grievance.

Step 2: Formal Meeting with the Immediate Supervisor:

- A. If the grievance is not settled orally, a written statement of the grievance shall be presented to the immediate supervisor within five (5) days of the meeting. If no informal meeting is held, the written statement of the grievance shall be presented to the immediate supervisor within fifteen (15) days from the act or event that gave rise to the grievance.
- B. The written grievance at this step and at all steps, thereafter, shall contain the following information:
 - 1. A statement of the grievance and the facts upon which it is based;
 - 2. The specific provisions of the Agreement allegedly violated;
 - 3. The remedy or adjustment sought; and
 - 4. The signature of the aggrieved.
- C. Upon receipt of the written grievance, the immediate supervisor shall, within five (5) days after receipt of the grievance, arrange for a meeting to take place with the grievant(s) and/or Association representative(s).
- D. The supervisor shall provide the aggrieved party and the Association with a written response to the grievance within five (5) days after the meeting. The written response at this step and at all steps thereafter shall contain the following information:
 - 1. An affirmation or denial of the facts upon which the grievance is based,
 - 2. Findings of the alleged violation of the Agreement,
 - 3. The remedy or adjustment, if any, to be made; and
 - 4. The signature of the immediate supervisor.

Step 3: Superintendent/Designee

- A. If the grievance is not resolved at Step 2, or if no decision has been rendered within ten (10) days after the meeting with the supervisor, the grievant may within five (5) days after a decision by the supervisor, whichever is sooner submit a written grievance to the superintendent/designee. The written statement must, at a minimum, include: 1) a statement of the grievance and the facts on which it is based; 2) a reference to the specific provisions of the Agreement allegedly violated; 3) the remedy or adjustment sought; and 4) the signature of the aggrieved.

- B. The Superintendent/designee shall arrange for a meeting with the grievant to take place within five (5) days of the receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent/designee will have five (5) days to provide a written decision.

Step 4: Mediation

If the grievant is not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within ten (10) days after the meeting with the Superintendent/designee, the parties may mutually agree to resolve the grievance through mediation by an independent third-party subject to the following guidelines:

1. A mutually agreed upon mediator shall be selected from either PERC, FMCS or another independent source. The grievant, District, Association and Mediator will collaboratively set the timeline and meetings for mediation.
2. Each party shall bear its own costs of mediation except that the fees and charges of the mediator, if any, shall be shared equally by the parties.
3. If no agreement is reached at mediation, the grievance may be appealed to Step 5 – Binding Arbitration.
4. If no settlement is reached at mediation and the grievance is not appealed to Step 5 – Binding Arbitration, the final decision of the Superintendent/designee will stand.

Step 5: Binding Arbitration

- A. If no satisfactory settlement is reached at Step 4, or if the parties elect not to participate in Step 4, within ten (10) days of the conclusion of the previous step, the Association shall issue a written demand for arbitration. The parties shall attempt to select a mutually acceptable arbitrator. If the parties cannot voluntarily agree on an arbitrator within ten (10) days of the demand for arbitration, they shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and arrive at a choice within ten (10) days after receipt of said list by alternately striking names until only one remains. That person shall then be the arbitrator to hear the issues.
- B. Arbitration proceedings shall be in accordance with the following:
 1. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) days (unless mutually extended) of the completion of the hearings.
 2. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.

3. Neither party may amend the issues presented in prior steps of the grievance process after requesting arbitration.
4. The arbiter shall rule on the basis of information presented in the hearing and on the basis of the arguments and contentions of the parties as set forth in any Pre or Post Hearing briefs and shall refuse to receive any evidence after the hearing except by mutual agreement.
5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be pertinent to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Such arguments of the parties, whether oral or written, shall be pertinent to and directed at the matters set forth in the grievance.
6. Time limits must be met unless it is mutually agreed upon in writing to extend the time limits for a predetermined number of working days, not to exceed fifteen (15) days per extension.

Section 4: Jurisdiction of the Arbitrator

The arbitrator will be without power or authority to make any decision which violates the terms of this agreement. The arbitrator shall also be without power to add to, subtract from, or alter the terms and conditions of this agreement.

Section 5: Arbitration Costs

Each party shall bear its own costs of arbitration, including any compensation and expenses relating to its own witnesses or representatives, except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties. The total costs of the stenographic record (if requested) will be paid by the party requesting it.

Section 6: Cooperation of the Parties

The parties shall cooperate in their investigation of any grievance and shall furnish such reasonable information related to the grievance as is requested for the processing of any grievance subject to applicable laws.

Section 7: No Reprisals

No reprisals of any kind will be taken by the District against any employee because of his or her participation in any grievance.

Section 8: Release time

Should the mutually scheduled processing of any grievance require than an employee(s) be released from his/her assigned duties, they shall be released from these duties without loss of pay or benefits.

Section 9: Personnel Files

All documents, communications and records, discussions, relating to any grievance shall be held as confidential by all parties. The Human Resources Department shall file all records pertaining to an employee grievance separate from other personnel records.

Section 10: Grievance Form

The form for filing and processing grievances shall be found in Appendix D.

ARTICLE XII - DURATION

Section 1: Terms of Agreement

This Agreement shall be in force and effect from September 1, 2019 to August 31, 2021 and shall not be extended orally. Upon written notice given by the Association to the District not later than April 1, the Parties agree to exchange proposals and commence negotiations on a successor Agreement no later than May 1.

Section 2: Wages

Employees shall be paid in accordance with the Wage Schedule in Appendix A. During the second year of this agreement, an increase equal to the Implicit Price Deflator (IPD) shall be applied to the wage schedule.

Section 3: Openers

Modifications of this Agreement and matters of common concern, wages, hours, terms and conditions of employment may be subject to negotiation during the term of this Agreement only upon request and by mutual agreement of the parties, except as otherwise provided herein.

In the event the State Legislature passes laws that impact this Agreement and if such laws are also subject to local bargaining, negotiations shall be opened on such matters.

FOR THE DISTRICT

FOR THE ASSOCIATION

Signature on File

Signature on File

Board Chair

Association President

Signature on File

Signature on File

Superintendent

Association Representative

APPENDIX A – WAGE SCHEDULE

2019-2020

MARY WALKER SCHOOL DISTRICT CLASSIFIED EMPLOYEES

POSITION	Years 1-2	Years 3-5	Years 6-7	Years 8-10	Years 11-12	Years 13-15	Years 16-17	Years 18-20	Years 21-22	Years 23+
BUS DRIVER	17.25	18.25	19.25	20.25	21.25	22.25	23.25	24.25	25.25	26.25
COOK	13.75	14.50	15.50	16.50	17.50	18.50	19.50	20.50	21.50	22.50
CUSTODIAN/GROUNDS KEEPER	13.75	14.50	15.50	16.50	17.50	18.50	19.50	20.50	21.50	22.50
EARLY ED TEACHER	16.00	17.50	19.00	20.50	22.00	23.50	25.00	26.50	28.00	29.50
MAINTENANCE TECHNICIAN	16.00	17.00	18.00	19.00	20.00	21.00	22.00	23.00	24.00	25.00
MENTAL HEALTH SPECIALIST	35.00	35.25	36.25	37.25	38.25	39.25	40.25	41.25	42.25	43.25
OFFICE ASSISTANT	13.75	14.50	15.50	16.50	17.50	18.50	19.50	20.50	21.50	22.50
OFFICE MANAGER	16.00	17.50	19.00	20.50	22.00	23.50	25.00	26.50	28.00	29.50
PARAEDUCATOR 1	14.00	14.50	15.50	16.50	17.50	18.50	19.50	20.50	21.50	22.50
PARAEDUCATOR 2	14.55	15.50	16.50	17.50	18.50	19.50	20.50	21.50	22.50	23.50
SCHOOL NURSE	31.25	32.25	33.25	34.25	35.25	36.25	37.25	38.25	39.25	40.25
SPECIAL SERVICES CAR DRIVER	13.75	14.50	15.50	16.50	17.50	18.50	19.50	20.50	21.50	22.50
SPECIAL SERVICES CAR DRIVE W/CDL	14.50	15.50	16.50	17.50	18.50	19.50	20.50	21.50	22.50	23.50
TRANSPORTATION MECHANIC	22.50	23.00	24.00	25.00	26.00	27.00	28.00	29.00	30.00	31.00

Note: The 2020-2021 Wage Schedule shall reflect an increase equal to the amount of the Implicit Price Deflator (IPD) as approved by the State legislature.

APPENDIX B – CALENDAR

Mary Walker School District No. 207 2019/2020 School Year Calendar

Monday - Friday: 8:30am - 3:15pm
Early Release Every Friday, Beginning September 6th - Early Release 8:30am – 12:30pm
180 Student Days - 182 Staff Days

August 2019						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2019
26-27 - Teacher In-Service Days
28 - First Day of School

September 2019
2 - No School – Labor Day

October 2019

November 2019
11 - No School – Veteran's Day
26 - Full Day Conferences
27 - Full Day Conferences
28-29 - No School – Thanksgiving Break

December 2019
20 - No P.D. for Teachers
23-31 - No School – Winter Break

January 2020
1 - No School – New Year's Day
2-3 - No School – Winter Break
20 - No School – M.L. King, Jr. Day

February 2020
17 - No School – Presidents' Day

March 2020
13 - No School – Snow Day
27 - No School – Snow Day

April 2020
2 - Full Day Conferences
3 - Full Day Conferences/No P.D.
6-10 - No School – Spring Break
27 - No School – Snow Day

May 2020
22 - No School – Snow Day
25 - No School – Memorial Day

June 2020
6 - High School Graduation
10 - Last Day / Early Release

February 2020						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
SU	M	TU	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020						
SU	M	TU	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

-- Adopted April 15, 2019 by the Mary Walker School District No. 207 Board of Directors. --

4/23/2019

APPENDIX C – EMPLOYEE PERFORMANCE REVIEW

Mary Walker School District No. 207
PO BOX 159~ 500 N. 4th Street
Springdale, WA 99173-0159
(509) 258-4534



District Office – Support Staff

Employee Information

Name		Employee ID	
Job Title		Date of Review	
Department		Manager	
Review Period	to		

Ratings

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Outstanding
	Unsatisfactory; Unacceptable	Marginal; Needs Improvement	Satisfactory; Acceptable	---	Excellent
	Does Not Meet Expectations	Meets Minimal Expectations	Meets Most Expectations	Meets All Expectations	Exceeds Expectations
Q1. Job Knowledge Possess information and understanding of responsibilities expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments					
Q2. Work Quality Produces quality work in a timely manner to meet job expectations accurately and consistently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments					
Q3. Attendance / Punctuality Displays good habits in attendance and punctuality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments					
Q4. Initiative Demonstrates self-motivation to achieve job expectations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments					

Ratings

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Outstanding
	Unsatisfactory; Unacceptable	Marginal; Needs Improvement	Satisfactory; Acceptable	---	Excellent
	Does Not Meet Expectations	Meets Minimal Expectations	Meets Most Expectations	Meets All Expectations	Exceeds Expectations

Q5. Communication / Listening Skills

Comments

Q6. Problem Solving

Identifies, evaluates and determines best course of action in performing tasks.

Comments

Q7. Human Relations

Supports students, staff, parents and community in a polite and cooperative manner.

Comments

Q8. Confidentiality

Maintains confidentiality according to building and/or District guidelines.

Comments

Q9. Dependability / Flexibility

Is reliable and adjusts to changing work demands.

Comments

Q10. Professionalism

Represents the School/Department/District in a professional manner.

Comments

Overall Rating (average the rating numbers above)

Evaluation

EVALUATOR COMMENTS

GOALS
(as agreed upon by
employee and manager)

EMPLOYEE COMMENTS
(as agreed upon by
employee and manager)

Verification of Review

By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Signature

Date

Manager Signature

Date

Superintendent Signature

Date

APPENDIX D – GRIEVANCE REPORT FORM

<p><u>GRIEVANCE PROCEDURE</u></p> <p><u>STEP 1 – Informal Meeting</u></p> <p>Response Received: Date _____</p> <p><u>STEP 2 – Immediate Supervisor</u></p> <p>Grievance Notification Sent: Date _____</p> <p>Grievance Meeting Held: Date _____</p> <p>Response Received Date _____</p> <p><u>STEP 3 – Superintendent/Designee</u></p> <p>Grievance notification sent Date _____</p> <p>Grievance Meeting Held on Date _____</p> <p>Response Received Date _____</p>	<p><u>GRIEVANCE PROCEDURE</u></p> <p><u>STEP 4 – Mediation</u></p> <p>Mediation notification sent Date _____</p> <p>Mediation Held on Date _____</p> <p>Response Received Date _____</p> <p><u>STEP 5– Arbitration</u></p> <p>Arbitration notification sent Date _____</p> <p>Arbitration Hearing Held on Date _____</p> <p>Response Received Date _____</p>	<p><u>DISPOSITION:</u></p> <p><input type="checkbox"/> Settled</p> <p><input type="checkbox"/> Withdrawn</p> <p><input type="checkbox"/> Appealed to Arbitration</p> <p>Date _____</p> <p><u>COPY TO:</u></p> <p><input type="checkbox"/> Grievant</p> <p><input type="checkbox"/> Supervisor</p> <p><input type="checkbox"/> Superintendent</p> <p><input type="checkbox"/> Association</p>
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INDEX

- Association
 - Right to Representation by, 11
- Association Rights, 9
- Benefits, Insurance, 36
- Calendar, 15, 44
- Call Backs, 35
- Complaint Procedure, 11
- Conformity to Law, 8
- Due Process, 11
- Dues, Payroll deduction of, 9
- Duration, 42
- Employee, 6
 - Casual, 7
 - Newly Hired, 20
 - Probationary, 6
 - Regular Employee, 6
 - Substitute, 6
 - Temporary, 7
- Employee Safety, 13
- Evaluation
 - Employee Performance Review, 45
 - Improvement Plan, 21
 - New Employees, 20
 - Notification, 20
 - Probationary Period for New Employees, 20
 - Requirements, 20
 - Right of Appeal, 21
- Extended Hours, 34
- File
 - Personnel, 12
 - Working, 13
- Files
 - Personnel, 41
- Grievance
 - Arbitration Costs, 40
 - Jurisdiction of the Arbitrator, 40
- Grievance Procedures, 37
- Grievance Report Form, 48
- Inclement Weather, 16
- Insurance, 36
- Insurance Benefits, 36
- Labor Management Meetings, 8
- Layoff, 26
 - Criteria for, 26
- Layoff and Recall, 26
- Leave, 29
 - Association, 32
 - Bereavement, 31
 - Emergency, 29
 - Family Medical, 30
 - Illness and Injury, 29
 - Leave of Absence, 33
 - Military, 32
 - Paid Family Medical, 30
 - Parenting, 30
 - Personal, 32
 - Retirement Buy Back, 31
 - Sharing, 31
 - Sick Leave Buy Back, 31
- Letter of Intent, 7
- Lunch and Break Periods, 15
- Management Rights, 10
- Medication
 - Dispensing of, 18
- Nondiscrimination, 12
- On the Job Injury, 14
- Optional Hours, 34
- Over and Under Payment, 35
- Personnel Files, 41
- Progressive Discipline, 11
- Recall, 26
- Recognition, 7
- Reduction in Force
 - Procedure, 27
- Re-employment, Provisions for, 28
- Rights
 - of Appeal, 21
- Seniority, 7
- Seniority Report, Publication of, 26
- Student
 - Discipline, 13
 - Information, 18
 - Supervision, 17
- Subcontracting, 8
- Teaching Duty Bar, 17

Terms of Agreement, 42
Transfer, 22
Transportation, 23
 Shifts, 23
 Special Trips, 23
Vacancy, 22
Vacation Days, 16

Wage Schedule, 43
Wages
 Overtime, 34
 Placement, 34
Work
 Hours, 15
Work Environment, 14