# **COLLECTIVE BARGAINING**

# **AGREEMENT**



# **BETWEEN**

# **TEAMSTERS LOCAL NO. 252**

## **AND**

# **CHEHALIS SCHOOL DISTRICT**

September 1, 2022, through August 31, 2025

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#### **PREAMBLE**

This Agreement made and entered into between the Chehalis School District (hereinafter designated as the "District" and/or "Employer"), and Teamsters Union Local No. 252 (hereinafter designated as the "Union"). In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the Secretaries, Educational Paraprofessionals and Technology Specialists of the Chehalis School District. Specifically excluded from this Agreement are supervisors, substitute, temporary, and casual employees.

#### ARTICLE 1 - RECOGNITION AND ADMINISTRATION

#### 1.1 Recognition

1.1.1 The Chehalis School District hereby recognizes Teamsters Union Local No. 252 as the exclusive bargaining agent for all full-time and part-time Secretaries, Educational Paraprofessionals and Technology Specialists.

#### 1.2 Employee Definitions

- **1.2.1** Full-Time Employee: A full-time employee shall be defined as an employee who is regularly scheduled to work forty (40) hours each week.
- **1.2.2** Part-Time Employee: A part-time employee shall be defined as an employee who is regularly scheduled to work less than forty (40) hours each week but at least fifteen (15) hours per week.
- 1.2.3 <u>Probationary Employee:</u> A probationary employee shall be defined as an employee who has not yet completed their ninety (90) work day probationary period. The following shall apply to probationary employees:
  - a) Employees who leave the bargaining unit but return to the unit within eighteen (18) months, shall not be required to repeat the probationary period if the employee is returning to the same classification and has previously completed new employee probation.
  - b) All probationary employees shall be evaluated at least once during their first month of employment. The supervisor shall provide written suggestions to help improve performance, if performance does not meet expectations in one (1) or more areas.
  - c) A probationary employee is considered an "at will" employee and may be disciplined, up to and including termination, without recourse to the Grievance Procedure.
- **1.2.4** <u>Substitute Employee</u>: A substitute employee shall be defined as an employee who is assigned to work on a day-to-day basis as the needs for substitute services is determined and shall not be covered by the terms and conditions of this Agreement.
- 1.2.5 <u>Temporary Employee:</u> A temporary employee shall be defined as an individual who works in a non-continuing position within a twelve (12) month period ending in the current or immediately following the school year and shall not be covered by the terms and conditions of this Agreement, provided, however, temporary employees who have worked in the same classification in the current school year and who are hired for the following school year will be considered a regular employee covered by the terms and conditions of this agreement.

1.2.6 <u>Casual Employee:</u> A Casual employee shall be defined as an employee who works less than fifteen (15) hours each week. Such employee shall be excluded from the terms and conditions of this Agreement until such time as the employee has worked fifteen (15) hours or more per week for eight (8) consecutive work weeks within the classifications represented in this bargaining unit. Should such employee drop below the fifteen (15) hours per week, the employee may opt to remain a member of the Union, regardless of the hours worked, until the end of that current school year.

#### 1.3. Classification Definitions

- **1.3.1** Educational Paraprofessional: An educational paraprofessional shall be defined as an employee who works under the direction of a certificated staff member in support of the instructional activities in the educational program and has met the requirements for "highly qualified" as defined by federal/state statutes.
  - a) <u>Program Assistant</u>: A program assistant shall be defined as an employee who works in a non-instructional capacity (i.e. playground supervision, crossing guard, student supervision, etc.).
- **1.3.2** Secretary: A secretary shall be defined as an employee who works under the direction of a building/program administrator in support of the administrative activities of that building/program and shall include Lead Secretary, Secretary, ASB Bookkeeper and Volunteer Coordinator.
- **1.3.3** <u>Technology Specialist:</u> A Technology Specialist shall be defined as an employee who works under the direction of the Technology Director and has the technical skill/training necessary to provide technical support and maintenance for the various components of District technological systems/networks.
- 1.3.4 <u>Library/Media Specialist</u>: A Library/Media Specialist shall be defined as an employee who works under the direction of the Building Administrator(s) and has the technical skill/training necessary to assist students with the use of chrome books or other technology tools as deemed appropriate and require for instruction.

#### 1.4. Definitions

- 1.4.1 The term "employee" when used hereinafter shall mean all bargaining unit members as described in the PREAMBLE AND RECOGNITION provision.
- 1.4.2 The term "classification" when used hereinafter shall be set forth in "Schedule A", as Secretary, Educational Paraprofessional and Technology Specialist but such classifications are not intended to be all inclusive.
- 1.4.3 The term "job title" when used hereinafter refers to the specific categories represented on Schedule A under the three (3) classifications of Secretary, Educational Professional and Technology Specialist.
- 1.4.4 The term "assignment" when used hereinafter will be inclusive of all compensated positions within the job titles of Educational Paraprofessional and Program Assistant. Such assignments are subject to change from year to year or at anytime during the school year depending on a variety of different factors. Except as specifically restricted by this Agreement, employees will be assigned by the Employer, to any of the available assignments at any time before or during the school year. Specific assignments will be initially identified and described through job postings.
- 1.4.5 The term "supervisor" when used hereinafter shall refer to the appropriate District administrator.
- 1.4.6 The term "days" when used hereinafter shall mean "work" days as opposed to "calendar" days unless

otherwise defined in this contract.

1.4.7 The term "work year" shall mean September 1 to August 31. When applied to requests for leave, "work year" shall mean a twelve (12) month period or one (1) year. The stated time period commences with the first day of leave taken under the appropriate contract article and concludes one (1) full calendar year later.

#### 1.5 Job Descriptions

- 1.5.1 Job descriptions for all positions subject to this Agreement shall be provided to individual employees and/or the Union upon request. Changes in job descriptions are the prerogative of the School District. Changes shall be forwarded to the Union and the individual employee, but the impact of such changes shall be negotiated, upon request, pursuant to the duties imposed by law.
- **1.5.2** During each year covered by the agreement, the job descriptions shall be subject to review by a joint District/Union committee at the request of either party.

#### 1.6 New Positions

- 1.6.1 The District will make a good faith effort to notify the Union prior to the posting of any new position that would come under the Union agreement, as indicated in Recognition and Definitions provisions, and will be provided with the posting and the job description for the new position.
- **1.6.2** The hourly rate of a position not covered by the existing hourly rate schedule shall be subject to collective bargaining at the request of either party.

#### 1.7 Non-Bargaining Unit Personnel

- 1.7.1 The District agrees that non-bargaining unit personnel shall not be used at any time to displace employees regularly employed within the bargaining unit.
- 1.7.2 The District is not prohibited from using student volunteers or student employees in a non-continuing capacity provided that such individuals are used to supplement the work force as opposed to supplanting the work force.

#### 1.8 Status of Agreement

**1.8.1** This Agreement shall supersede any rules, regulations, policies, individual contracts, resolutions or practices of the District which are contrary to or inconsistent with its terms.

#### 1.9 Conformity to Law

1.9.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington and the United States. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. In the event a provision(s) is determined to be contrary to law such provision shall be renegotiated.

#### **ARTICLE 2 - RIGHTS OF THE EMPLOYER**

#### 2.1 Management Rights

- **2.1.1** The rights, powers, authority and functions of management shall remain exclusively vested in the District and its Board of Directors except as limited by the provisions of this Agreement.
- 2.1.2 Included in these rights, without limitation, in accordance with and subject to applicable laws, regulations and the provisions of this Agreement is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions and job duties; the right to suspend, discharge, demote, or take other disciplinary action against employees, and the right to release employees from duties necessitated by lack of work, loss of revenue, project termination, or for other legitimate reasons. The District shall retain the right of 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.
- 2.1.3 Nothing in this Agreement shall limit the District's right to contract or subcontract work that is in addition to that work normally performed by the employees in the bargaining unit (supplement vs. supplant). The District shall be permitted to use adult volunteers, student volunteers and/or paid student help on a temporary basis in addition to work normally performed provided such individuals are used to supplement the work program and not supplant employee positions. If the District determines it must alter or eliminate any operation which would reduce or eliminate any position in the bargaining unit, it shall inform the Union and permit the Union the opportunity of input on the matter prior to implementation of such alteration or elimination and/or bargain if required by law. It is further recognized that the Board's operational and managerial responsibilities include the right to determine location of District facilities, relocate and/or close facilities, and, to determine the financial policies of the District.
- **2.1.4** The District has the right to make reasonable rules and regulations. In matters directly concerning wages, hours and working conditions, the District shall give due regard to the rights of the Union, and will bargain with the Union as required by law.

#### **ARTICLE 3 - UNION RIGHTS**

#### 3.1 District Facilities and Equipment

- 3.1.1 The Union shall be provided with bulletin board space for the purpose of posting Union materials at each work site. The Union shall also have the right to use the internal school mails, school mailboxes, and electronic mailboxes to distribute Union material subject to PDC restrictions and District prohibition of commercial solicitation.
- 3.1.2 With the approval of the site administrator, the Union shall have the right to use school facilities for meetings and to use school equipment, when such equipment is not otherwise in use. The Union shall pay for the cost of all materials, and a service charge that is no greater than the cost to the District, and supplies incident to such use and shall be responsible for proper operation of all such equipment.

#### 3.2 Union Representatives

**3.2.1** Union agents shall be permitted to transact Union business on school property at reasonable times when the employee(s) is not on duty and the activity does not disrupt the educational process.

- 3.2.2 Union representatives during working hours, without loss of time or pay, are allowed to represent employees and present grievances to the District when mutually agreed upon meetings are scheduled during the work day.
- **3.2.3** Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings or other such meetings, the employee(s) shall suffer no loss of pay.

#### 3.3 Access to Information

- **3.3.1** The District shall furnish information to the Union as may be requested and is due the Union under applicable law and regulation together with legally disclosable information which may be necessary for the Union to process any grievance.
- **3.3.2** A copy of all proposed new District policies shall be provided to the Union on the same schedule as others on the roster of those to receive proposed and new/revised policies. The Union will be provided with a copy of all new policies that are adopted by the Board of Directors on the same schedule as others on the roster of those receiving proposed and new/revised policies.
- 3.3.3 New Hires: The Union will be notified of all new bargaining unit hires, transfers and terminations/resignations as soon as possible after the District knows of such personnel actions.

#### 3.4 Dues, Deductions and Representation Fees

- 3.4.1 The Employer will provide for payroll deduction of Union Dues and initiation fees upon authorization by the employee. Payroll deduction authorization cards must be received by the Chehalis School District by the 15<sup>th</sup> of the month to be recognized as effective for that month. The District will transmit to the duly designated officer of the Union the total amount so deducted together with the list of names of the employees from whose pay deductions were made. All refunds of such deductions which may be required to be made to any employee shall be made by the Union, and the Union shall settle all questions, and disputes between it and its members with reference to deductions or refunds of the like without recourse to the District.
- 3.4.2 The Union will indemnify, defend, or hold the District harmless against any claims made and against any suit instituted against the District on account of any payment of dues for the Union organization. The Union agrees to refund to the District any amounts paid to it in error on account of the provisions of section 3.4 and upon presentation of proper evidence thereof by the District.
- 3.4.3 The Union shall have up to thirty (30) minute orientation with new employees during an employees' regular work hours within ninety (90) days of the employees' start date. The orientation will be for the purpose of presenting information about the Union to the new employee. The Union shall inform each new employee that membership in the Union is voluntary and only when and employee clearly and affirmatively consents to joining the Union may the Union collect fees. Attendance at such orientation by a new employee is voluntary (time will be paid).

#### **ARTICLE 4 - EMPLOYEE RIGHTS**

#### 4.1 Personal and Private Life

**4.1.1** The private and personal life of an employee is not within the appropriate concern or attention of the District unless it affects the employee's ability to perform their job with the District. Additionally, the District will exercise appropriate concern and attention if an employee's violation of state or federal law affects the health, safety, and/or welfare of the District's students or employees.

#### 4.2 Sexual Harassment

- **4.2.1** The District is committed to a positive and productive education and working environment free from unlawful discrimination, including sexual harassment. The District prohibits sexual harassment of students, employees and others involved in school District activities.
- **4.2.2** Unlawful sexual harassment includes adult to student, student to adult, student to student, adult to adult, male to female, female to male, male to male and female to female.
- **4.2.3** The District will take prompt action, within its authority, on reports, complaints and grievances alleging sexual harassment that come to the attention of the District. Allegations of criminal misconduct will be reported to law enforcement agencies and suspected child abuse will be reported to law enforcement agencies or Child Protective Services. Retaliation against any person who makes or is a witness in a sexual harassment complaint is prohibited and will result in appropriate discipline.

#### 4.3 Employee Protection

- **4.3.1** No employee will be requested or required to dispense or administer medication unless in accordance with state law and after having received instruction/training from the appropriate personnel. The following conditions shall also apply:
  - a) Employees will not be requested or required to perform other specialized medical procedures without having received prior appropriate training or without having the governmentally required certification or license to perform the procedure.
  - b) Training time will be paid at the employee's regular hourly rate of pay or at the overtime rate if applicable.
  - c) After initial training, an annual review of procedures will be provided to employees at their request.
- **4.3.2** <u>Vaccinations:</u> The District shall provide HIV/AIDS and Hepatitis B training according to law. Employees shall be paid at their regular rate of pay or at the overtime rate, if applicable, for all time required in attendance. The District shall make arrangements for Hepatitis B injections for those employees the District determines are at risk at the employee's option and at no cost to the employee.
- **4.3.3** Exposure Notification: To the extent allowed by law, the District will make a good faith effort to inform employees immediately when they are potentially exposed to contagious diseases and illnesses. They may seek advice from a District employed health care practitioner within the limits of that person's training and license.
- 4.3.4 Student Discipline Problems: The District shall support and assist employees with respect to the

maintenance of control and discipline of students in the employee's assigned work area. The District will make a good faith effort to ensure that an administrator or other certificated employee is available during the work day to handle student discipline problems.

- a) To the extent allowed by law, employees will be given information about students that the employee supervises or instructs who exhibits behaviors that could present a safety problem to other students or staff as soon as possible after the District receives such information. The District will make a good faith effort to provide employees with legally allowable specific information about the known behavior patterns of such students and suggested strategies for managing those behaviors. This section shall also apply to students who begin to exhibit such behavior, or other inappropriate behavior, after they have been assigned to the employee for supervision or instruction.
- 4.3.5 <u>Liability Insurance</u>: The District shall provide a liability insurance policy for employees written to insure against claims for damages alleged to have been caused in whole or in part by that employee while performing his/her duties as an employee in the district. The coverage will apply to employees while they are performing their duties as an employee in the district under the provisions of the District's liability policy; provided, that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to an employee's willful negligence, violation of the law or criminal act as determined by a court of law.
- **4.3.6** The Board shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by the employees. Such insurance protection must include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. (As per RCW 28A.400.370)
- **4.3.7** <u>Child Abuse Reporting:</u> The District shall hold employees harmless when reporting alleged child abuse to the employee's supervisor or to a District administrator in a timely manner while following the District's prescribed policy and procedures, which shall be provided to each worksite and to each employee.
- **4.3.8** Reasonable Force/Self-Protection: An employee may use reasonable force as is necessary to protect himself/herself, another employee, or a student from attack, physical abuse or injury, provided that the District's insurer and/or the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to an employee's criminal act or unreasonable conduct as determined by a court of law.
- **4.3.9** <u>Personal Property Loss:</u> The District or its insurer shall reimburse an employee up to one hundred dollars (\$100) for any certified loss of, or damage to, personal property occurring on school property and while conducting authorized school business. Upon request the worksite supervisor shall provide a secure location for employees to store their personal belongings.
- **4.3.10** Employees will not be requested or required to perform any duty that is restricted to those holding a teaching certificate unless an emergency exists, in which case, the express prohibition shall be waived. It shall be incumbent on the Employer to relieve the employee of the imposed duties as soon as reasonably practical.
- **4.3.11** Employees will not be required to search a student, a student's possessions or a student's locker.
- **4.3.12** To the extent allowed by law, the District will make a good faith effort to see that employees are informed about students who have a special medical need or condition when such students are assigned to the employee for supervision or instruction.

**4.3.13** There shall be no retaliation or discrimination directed toward any employee who brings a job-related health or safety concern to the attention of the District, a governmental agency or the Union.

#### **ARTICLE 5 - CONDITIONS OF EMPLOYMENT**

#### 5.1 Work Schedule

- **5.1.1** The standard work week shall consist of five (5) consecutive days, Monday through Friday. Each employee shall be assigned to a work schedule within that time frame which shall not be changed without reasonable prior notification to the employee, except in emergency situations. At the request of either party, there shall be a meeting to discuss scheduling concerns. As a result of such meeting, the employer will consider the provided information, but not be necessarily obligated to take any action.
  - a) The district agrees to provide all bargaining unit members with a specific work schedule in writing the first two (2) weeks of the school year or the first two (2) weeks after the first working day. The district shall make a good faith attempt to schedule employees in solid time blocks whenever possible.
- **5.1.2** Employees shall not be required to perform work on personal, non-paid time (including breaks, lunch time and outside work hours.) Any component of the job which appears to require more time than is allotted in the work schedule is encouraged to be reported to the employee's supervisor. A decision to extend work hours, pay overtime or otherwise alter the work schedule is the responsibility of the supervisor.
- 5.1.3 Prior to the end of the school year, non-two hundred and sixty (260) day employees will be provided with a "Notification of Reasonable Assurance of Return," unless said employee(s) has been laid off per Section 5.9 Layoff and Recall.
- **5.1.4** School Calendar: The Union or its designees shall have opportunity to provide input relative to the school calendar each year. Final determination on the school calendar will not be made until the deadline for submitting input has been reached with no less than two (2) weeks notice.
- 5.1.5 Conditions of Employment: Late starts, early dismissals, instructional versus non-instructional.
- 1) For purposes of determining paid work time for unit members for planned early dismissals, and for planned late starts, the following shall be affected:
  - a) Secretaries, ASB bookkeeper, and volunteer coordinator shall work their regular time schedule with pay.
  - b) Program Assistants whose duties are primarily providing custodial supervision such as playground or crossing guard, and one-to-one educational paraprofessionals, etc. as determined by the District shall not receive pay when students are not present or student supervision duties have ended.
  - c) Classroom educational paraprofessionals who have general instructional duties/assignments shall work their regular schedules with pay, completing instructional activities as assigned by the supervising teacher or building administrator.
  - d) Library/media educational paraprofessionals shall work their regular schedules with pay under the supervision of the supervising library/media specialist or building administrators.

- e) Any other educational paraprofessionals shall work a paid schedule as determined by the District through its supervisors.
- 2) For unplanned late starts (inclement weather, etc.) and emergency dismissals (safety, natural disaster, etc). The following shall be affected:
  - a) Secretaries report/work with pay as the District, through its supervisors, determines a safe work environment exists, and the employee can be reasonably anticipated to either arrive at work or depart from work safely.
  - b) All educational paraprofessionals shall work the District established/announced shortened time schedule with corresponding pay for actual time worked. Educational paraprofessionals, with the exception of casual and/or temporary employees, who miss regularly scheduled work hours because of late starts or early dismissals due to extreme weather conditions may be afforded the opportunity to make up those hours, within that same, or the very next, pay period as agreed to by their supervisor.
- **5.1.6** Employees required to temporarily perform the duties of a Program Assistant shall retain their regular hourly rate of pay.
- **5.1.7** If deemed necessary, educational paraprofessionals regularly assigned to students on IEP's in self-contained special education classrooms are eligible for up to three (3) one-half hour meeting times during the first week of the school year to review special instructions related to said students. Said times will be approved and arranged through the Building or Program Administrator.

#### 5.2 School/Worksite Closure

- **5.2.1** Employees shall not be required to report when their school is closed due to hazardous or emergency conditions. If students are required to make up the lost day(s), employees shall also make up the day with pay and benefits. If students are not required to make up the day(s) the employee shall have the option of making up the day(s) at a time(s) that is designated by the employee's supervisor. The employee may not exceed the number of days that he/she was originally scheduled to work unless the employee and the employee's supervisor agree upon such extension of the work year.
- **5.2.2** In some instances employees may be requested to work on a day when their worksite is closed or when all schools are closed. If an employee does not or cannot report to work on such a day, they shall have the option of making up the day or losing a day of pay.
- **5.2.3** Show Up Guarantee: Employees shall be provided with two (2) hours show-up pay or pay for actual time worked, whichever is greater, when an emergency closure of their worksite is decided after their arrival.

#### 5.3 Rest Periods

**5.3.1** All employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's time for each four (4) hours of working time, scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

#### 5.4 Meal Periods

**5.4.1** All employees scheduled to work five (5) or more hours will be provided a minimum thirty (30) minute duty-free and unpaid lunch period which will be outside the hours of work.

- **5.4.2** All employees required to work through their regularly scheduled lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at his/her regular rate of pay or at the overtime rate, if applicable.
- **5.4.3** If an employee is required to remain at the worksite in the interests of the employer, the employee shall be paid at his/her regular rate of pay for the meal period.

#### 5.5 Travel Time

**5.5.1** An employee who is assigned to more than one (1) work site as a part of the same job shall be allowed paid travel time. Travel time shall not extend the workday of an employee and shall not infringe upon an employee's break or meal period. If, as a result of applying for additional work, an employee has multiple work assignments, this provision will not be applicable for those additional assignments. Mileage compensation shall be paid at the applicable IRS rate.

#### 5.6 Overtime and Compensatory Time

- **5.6.1** Compensable hours in excess of eight (8) hours per day on a five (5) day work schedule or ten (10) hours per day on a four (4) day work schedule, or forty (40) hours per week will be considered overtime to be paid at the rate of time and one-half the employee's regular hourly rate of pay. Compensable hours shall be defined as any hours in which compensation is paid.
- **5.6.2.** The District shall identify appropriate building bargaining unit members' times of high work load levels. During these periods, reasonable requests for extra hours and/or overtime hours are subject to approval by the supervisor. When the building level supervisor is not available, the bargaining unit member may call the superintendent or his/her designee to request approval for extra hours and/or overtime hours.
- **5.6.3** Compensatory Time Prohibited: The practice of compensatory time is neither permitted nor recognized by the District. In the event that additional work is required and authorized by the District, the employee will be paid at their regular hourly rate of pay, or at the overtime rate if applicable.
- **5.6.4** No employee shall be required to work overtime or to extend their work day except in an emergency as determined by the District.

#### 5.7 Discipline and Discharge

- **5.7.1** <u>Disciplinary Notification:</u> The Union shall promptly be notified by the District of any disciplinary actions of any employee when it has reached the written level or any grievances filed by employees. The employee shall have the right to have a representative at all meetings pertaining to disciplinary actions. Failure of the District to notify the Union shall not of itself disqualify the District's action in any disciplinary action.
- **5.7.2** <u>Progressive Discipline:</u> The District recognizes the principle of progressive discipline and agrees to follow such principle in the following manner in common disciplinary actions. Circumstances involving extraordinary actions, such as those which present a clear and present danger to students and/or staff, may be exempted from the normal progression at the District's discretion. The following sequence of sanctions will be followed for same type infractions:

First Infraction Oral Warning Second Infraction Written Warning

Third Infraction Suspension without pay for up to three (3) days

Fourth Infraction Discharge

- 5.7.3 An employee shall be entitled to have a representative of the Union present during any meeting which might reasonably be expected to lead to disciplinary action, and/or at any meeting in which discipline is imposed. The District, acting through a supervisor, shall advise an employee when there is knowledge that disciplinary action will or may take place. When a request for such representation is made, no meeting shall continue, nor shall any action be taken with respect to the employee, until such representative of the Union has reasonable opportunity to be present. In no event, however, shall the meeting be delayed more than three (3) work days to accommodate such representation.
- 5.7.4 No disciplinary action more than one (1) year old shall be applied toward future disciplinary actions unless the same or similar offense is committed during the three (3) year period immediately succeeding the initial offense.
- 5.7.5 Any complaint or allegation not called to the attention of the employee within fifteen (15) days of receipt or composition may not be used as the basis for any disciplinary action against the employee.

#### 5.8 Selection for New and Open Positions

- **5.8.1** The District shall publicize for five (5) days the availability of an open position as soon as possible after the District is apprised of the position and has determined to staff the positions(s) by first sending the openings to every District facility where bargaining unit members are employed, while simultaneously mailing the posting to employees in lay-off status. Such postings will incorporate the job description by reference and will list the relevant minimum requirements for the position. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address and email
  - a) A copy of the job posting will be forwarded to the Union.
  - b) All positions will be posted via District E-mail procedures and will be available to all employees through their E-mail address as practiced during the regular school year. Open positions will also be posted on the District Office job board.
  - c) The District agrees to consider bargaining unit applicants before reviewing other applications.
  - d) Seniority may be applied to open positions in the classification(s) in which the employee worked during that period.
  - Job postings will be posted on the District webpage. Applicants from outside the District may be considered should the position remain unfilled by a qualified bargaining unit employee after having given consideration to applicants from all classifications within the bargaining unit.
- **5.8.2** If no qualified bargaining unit applicant is found, the District may open the position to outside applicants, provided the position has first been offered to laid off employees, if any. Employment offers to laid off employees in this pool shall be by seniority provided the employee is qualified, using the qualifications on the appropriate job description.

- **5.8.3** All qualified bargaining unit applicants shall be interviewed for the new or open position.
- **5.8.4** Skills tests will not be required of bargaining unit applicants if the skill requirements of the new position are not greater than those of the applicant's current assignment.
- **5.8.5** Where, in the judgment of the District, there are two (2) or more applicants of equal qualifications, the District will offer the position to the most senior applicant; provided that the District shall not be required to adjust the existing hours of an employee applying for, or accepting, an additional position, and provided that the senior applicant meets the qualifications established through the job description.
- **5.8.6** <u>Involuntary Transfer:</u> An involuntary transfer may be made at the employer's discretion provided that such transfer is in response to shifting in student population, change in program needs, or a change in funding level. No applicant or other person will be offered or promised an open bargaining unit position during the posting period and until the requirements of Section 5.9.3 have been met. (Involuntary transfers to achieve balance are not to be considered openings that are subject to the posting requirements, e.g. where the student load shifts and a person has to be moved to the location where the need currently exists.)
  - a) Involuntary transfers shall not be for lesser hours or for a lesser hourly rate.
  - b) An involuntary transfer shall be based upon classification seniority with the least senior employee at the "losing" worksite who meets the qualifications for the assignment being involuntarily transferred.
  - c) An employee will be given written reasons and granted an interview prior to any involuntary transfer.
  - d) If an employee, who is involuntarily transferred, is assigned to a different program area than their previous assignment, if necessary and required, the District will provide voluntary in-service opportunities at no cost to the employee.
  - e) One-on-one employee/student assignment personnel are exempt from these conditions.
- **5.8.7** <u>Voluntary Transfer:</u> Bargaining unit employees who voluntarily transfer into any temporary position within the District shall upon completion of the temporary position be returned to their original position, or to a comparable position should the original position have been eliminated. Employees who have transferred into a temporary position shall be subject to the layoff and recall provisions of this Agreement.
- **5.8.8** New and transfer employees must complete their probationary period before they may apply for a voluntary transfer to another position. An employee shall be limited to no more than two (2) transfers per student school year.
- **5.8.9** Trial Period: Any promotion or voluntary change shall be considered a trial placement for a period of sixty (60) working days. Within the trial period, if the employee finds such change of work performed unsatisfactory, the employee may revert to his/her former job assignment without prejudice. If the employer finds such change of work performed unsatisfactory during the trial placement, the employer may transfer the employee back to his/her previous job assignment without being subject to grievance. Employees subject to trial placement pursuant to this section shall not be allowed to bid on new or open jobs or positions until their trial period has been completed.

#### 5.9 Layoff and Recall

5.9.1 In the determination of layoffs, employees shall be laid off in reverse order of seniority within classification. Classifications shall be defined as those classifications specifically identified in the Preamble and

Schedule "A". Employees may have seniority in more than one (1) employment classification pursuant to CLASSIFICATION SENIORITY provision.

- **5.9.2** Employees shall not be replaced or reduced in seniority ranking by non-bargaining unit employees.
- **5.9.3** The District shall have the discretion to determine if ranking employees are qualified to perform the jobs that would be left in case of layoff or filled in case of re-employment. "Qualified" shall be defined as being able to perform the basic functions of the job. Such jobs shall be in conformity with the basic job description. "Qualified" for instructional educational paraprofessionals shall include having met the requirements of highly qualified status.
- **5.9.4** Notwithstanding any other provision governing involuntary transfers in this agreement, employees who are retained following a lay off may be involuntarily transferred to different worksite(s) and/or work schedules. An employee involuntarily transferred will be paid at the position rate and number of hours assigned to said different worksite(s) and/or work schedules.
- **5.9.5** In the event the District anticipates a layoff of employees, the Union and the affected employees will be given thirty (30) calendar days written notice prior to the time the layoff would occur, except in cases of fiscal emergency.
- **5.9.6** In the event of more than one (1) individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. Whenever more than one (1) employee is hired on the same date, the Employer shall designate, by hiring preference, which employee was hired first. Such decisions shall be noted in the employee's personnel file for the purposes of establishing the employee's seniority order date.
- **5.9.7** A laid off employee shall upon application, and at his/her option, be granted preferential status on the substitute list.
- **5.9.8** Laid off employees may continue their insurance benefits by paying the regular monthly group rate premium for such benefits to the District, subject to carrier approval, for the time prescribed by Internal Revenue Code (COBRA) regulations.
- **5.9.9** Laid off employees will be placed in the re-employment pool by classification, by seniority.
- **5.9.10** Employment offers to laid off employees in this pool to existing vacancies shall be by seniority provided the employee is qualified, using the qualifications on the appropriate job description.
- **5.9.11** Recall rights shall not extend beyond eighteen (18) months from the date of layoff.
- **5.9.12** Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address.
- **5.9.13** If an employee rejects an offer of recall, the position shall be offered to the individual so laid off with the next greatest seniority who is qualified for the position using the qualifications on the job description. The employee who has rejected the reassignment will remain in the pool. A second (2<sup>nd</sup>) rejection (not including rejections of offers of recall for summer positions) will cause the employee to be removed from the employment pool.

- **5.9.14** All benefits to which an employee was entitled at the time of his/her layoff, including unused sick leave, will be restored to the employee upon return to active employment from layoff.
- **5.9.15** The employee will be placed on the appropriate range of the salary schedule on the step that is closest to, but not less than, the hourly rate of pay at the time of the layoff. In addition, an employee rehired after September 1 shall be granted one (1) pay step increment if the employee would have been eligible for incremental step movement on the September 1 immediately following the layoff.
- **5.9.16** Pursuant to the applicable provisions set forth in this Section, a new employee shall not be hired while there are laid off employees who are qualified for the available position(s).
- **5.9.17** The District shall be the sole determiner of requirements and qualifications, in conformity with the applicable job description, under all provisions of this Agreement unless denoted to the contrary. Conflicts which may arise over qualifications shall be subject to the grievance procedure.

#### 5.10 Seniority

- **5.10.1** The seniority of an employee shall be established as of the date on which the employee began employment in a bargaining unit position regardless of the employee's initial employment status as a full-time, part-time, or casual employee covered by this Agreement.
  - a) Employees who leave the bargaining unit but return to the unit within eighteen (18) months, shall have their seniority restored, however, their seniority date shall be adjusted equal to the period of their absence.
- **5.10.2** Classification Seniority: For the purposes of Section 5.8 Layoff and Recall, Section 5.9.6 Involuntary Transfer, and Section 5.11 Addition and Reduction of Hours, seniority shall be by classification. When an employee moves from one (1) classification to the other, the employee shall retain (but not accrue) seniority in the previous classification for a period of three (3) years.
- **5.10.3** Loss of Seniority: The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for just cause and retirement.
- **5.10.4** Seniority Date Adjustment: Seniority rights shall not be lost, but shall not accrue for the following reasons: authorized, unpaid non-FMLA leaves of absence and involuntary layoff.
- **5.10.5** <u>Seniority Date Maintained:</u> Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury; paid, authorized absence covered by the leave provision of the agreement; and holidays and vacations.
- **5.10.6** By December 15th of each year, the District will print and distribute upon request to employees and the Union, a seniority list ranking each employee from greatest to least seniority within the bargaining unit.

#### 5.11 Addition and Reduction of Hours

- **5.11.1** In the case of addition or reduction of hours, the District will make a change based upon seniority of qualified employees. The changes, however, will be limited to job site, program area, and classification.
- **5.11.2** For the purposes of this section, "program area" shall mean resource room, medically fragile, self-contained special education, library, playground and general education.
- 5.11.3 The District may increase/decrease an employee's hours up to thirty (30) minutes without regard to

seniority when the assignment meets the other criteria of this section.

**5.11.4** One-on-one employee/student assignments are excluded from the provisions of this section. Also excluded are secretary assignments where the secretary works exclusively with one (1) administrator, regardless of who signs the employee's evaluation.

#### ARTICLE 6 - HOLIDAYS AND VACATION

#### 6.1 Paid Holidays

- 6.1.1 Employees shall be compensated at their regular hourly rate of pay for the following holidays which fall within their work year. Employees who are scheduled to work less than five (5) days per week shall be paid at one-half of their regular daily rate for the holidays falling within their work year.
  - a) Labor Day
  - b) Veterans' Day
  - c) Thanksgiving Day
  - d) the day after Thanksgiving Day
  - e) Christmas Day
  - f) the day before Christmas Day
- g) New Year's Day
- h) the day before New Year's Day
- i) Martin Luther King, Jr.'s Birthday
- j) President's Day
- k) Memorial Day
- l) Juneteenth
- m) Independence Day
- **6.1.2** If a paid holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding or Monday following said holiday, with the District to be the determiner of the designated day.
- **6.1.3** Employees who are required to work on a holiday shall receive their regular rate of pay for the holiday plus one and one-half  $(1^{1/2})$  their base rate for all hours worked on the holiday.

#### 6.2 Vacations

- **6.2.1** Eligibility Requirements:
  - a) Two hundred sixty (260) days of service per year for bargaining unit members who work forty (40) hours per week or;
  - b) Bargaining unit members who work forty (40) hours per week for a minimum of forty (40) weeks per school year shall be eligible for a 1/2 day of vacation credit for each year of continuous service they have provided up to fifteen (15) years.
- **6.2.2** <u>Vacation Length:</u> The number of completed years of continuous service with the District determines the length of vacations. Vacation time is computed September 1 through August 31. Eligible employees earn vacation according to the following schedule:

Two hundred sixty (260) days of service per year employees who work forty (40) hours per week:

YEARS OF SERVICE	VACATION CREDIT					
One (1) through five (5) years	Ten (10) days per year					
Six (6) through ten (10) years	Fifteen (15) days per year					
Eleven (11) through Eighteen (18) years	Fifteen (15) days plus one (1) additional day for each additional year of service to a maximum of twenty (20) vacation days per year					
Nineteen (19) years	Twenty (20) days plus one additional day for each additional year to a maximum of twenty-five (25) days per year					

Employees who work forty (40) hours per week for a minimum of forty (40) weeks per school year:

YEARS OF SERVICE	VACATION CREDIT
One (1) year	One-half (.5) day
Two (2) years	One (1) day
Three (3) years	One and one-half (1.5) days etc. up to fourteen (14) years
Fifteen (15) years	Ten (10) days

- **6.2.3** <u>Vacation Pay Calculations:</u> Vacation pay is calculated at the employee's hourly rate in effect at the time of his/her vacation.
- **6.2.4** <u>Scheduling of Vacation:</u> Vacation days are to be taken during Winter Break, Spring Break, and the month of July. Any variation from this schedule is subject to the approval of the building administration.
- 6.2.5 Vacation Accumulation: Vacation may not be accumulated nor continued from one year to the next.
- **6.2.6** Effect of Vacation on Employee Benefits: The effects of a vacation on employee benefits are as follows:
  - a) Seniority continues;
  - b) Paid sick leave credits continue;
  - c) Whenever a contractually recognized holiday occurs during the course of an employee's scheduled vacation, an employee shall not be debited a vacation day for the recognized day.
- 6.2.7 Vacation Allowance Credit: Vacation allowances are earned on a month-to-month basis.

<u>Termination:</u> If an employee terminates for any reason after completing twelve (12) months or more of continuous service, the employee's final salary is adjusted for the number of vacation days due to, or due from, the employee.

The employee's salary is adjusted as follows:

- a) The employee's final salary is increased for the number of vacation days earned, but not taken to the date of termination.
- b) The employee's final salary is decreased for the number of vacation days taken, but not earned to the date of termination.

<u>Vacation Use:</u> If used, an employee's vacation begins at the conclusion of the last regular work shift prior to the date established as the vacation period. For non-two hundred and sixty (260) day employees, pay in lieu of an earned vacation allowance, full or partial, may be permitted with approval from the Superintendent or designee.

#### **ARTICLE 7 - LEAVES**

#### 7.1 Sick Leave and Emergency

- 7.1.1 Annually, at the beginning of each school year, all employees shall be credited with an allowance of twelve (12) days with full pay to be used for personal absence from work caused by the employee's illness, injury, emergencies or to care for a spouse, parent, parent-in-law, grandparent and/or child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.
  - a) A "day" for the purpose of this provision shall mean the number of regular hours in the employee's workday.
  - b) For the purpose of this section, an "emergency" is 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.
- **7.1.2** Sick leave shall accumulate up to the maximum allowed by law. At the end of each year, the employer will provide each employee with an accounting of his/her accumulated sick leave.
- 7.1.3 Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment. Sick leave accrued and not used in other school employment within Washington State shall be accepted.
- **7.1.4** Sick leave accumulated under this Section may be applied toward an attendance incentive plan in the following manner:
  - a) In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for everyone (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.
  - b) At the time of separation from school district employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full day's accrued leave for illness or injury. For purposes of this subsection, "eligible employee" means (a) employees who separate from employment due to retirement or death: (b) employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service under the teachers' retirement system plan 3 as defined in RCW 41.32.010(40), or under the Washington school employees' retirement system plan 3 as defined in RCW 41.35.010(31); or (c) employees who separate from employment and who are at least age fifty-five (55) and have at least fifteen (15) years of service under the teacher's retirement system plan 2 as defined RCW 41.32.010(39), under the Washington school employee's retirements system plan 2 as defined in RCW 41.35.010(30), or under the

public employee's retirement system plan 2 as defined in RCW 41.40.010(34).

- c) All provisions contained herein shall be subject to uniform rules and regulations promulgated by the Superintendent of Public Instruction and other applicable state laws and state regulations.
- d) Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.
- e) For the purpose of sick leave cash out, the maximum accumulation shall be one-hundred eighty (180) days or the maximum allowed by law.
- 7.1.5 In the event an employee is absent for reasons which are covered by State Industrial Insurance, the employee may apply any accumulated sick leave to any required waiting period, and provided, further, that double payment does not result. An employee shall have the option of using sick leave on a pro-rated basis for any or all of the industrial injury or illness absences.
- **7.1.6** An employee who is unable to perform his/her duties because of personal illness or other disability may upon request be granted a leave of absence without pay for up to twelve (12) months at the exhaustion of sick leave. At the request of the District, the employee shall provide a written statement from a physician certifying the illness or disability. Upon return to employment, the provisions of Section 7.13.2 and 7.13.3 will apply.
- 7.1.7 After ten (10) consecutive days of absence and upon the written request of the Superintendent, an employee shall provide to the District, within five (5) days of receipt of said request, a written statement from a physician certifying continued illness and the necessity for continued sick leave status.

#### 7.2 Bereavement Leave

- 7.2.1 Employees shall be allowed a maximum of five (5) days leave per occurrence and a maximum of ten (10) days annually, for absence caused by death in the immediate family. Such leave shall not be debited from an employee's sick leave bank. Employees may be granted one (1) day leave without pay, or one (1) day from sick leave, to attend funerals for close long-term friends or relatives not named below. Extra days may be granted for travel without pay.
- 7.2.2 An employee's immediate family is defined as spouse, children, step-children, grandchildren, step-grandchildren, guardian, familial aunt or uncle, brother, sister, parents and grandparents of husband and wife, step-parents, and nieces or nephews.

#### 7.3 Maternity Disability Leave

- 7.3.1 Accrued sick leave benefits may be used for childbirth and recovery there from as permitted by law.
- 7.3.2 An employee requesting maternity leave shall give written notice to the District at least four (4) weeks prior to the commencement of said leave, except in an emergency. The written request for maternity leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, a second statement shall inform the employer of the specific day when the employee will return to work.
- 7.3.3 In the event sick leave has been exhausted, the employee shall be granted an unpaid leave of absence.
- 7.3.4 An employee returning from maternity leave shall be assigned to her previous position or a comparable

position in accordance with the COMPARABLE POSITION provision.

7.3.5 Application of paid sick leave for childbirth and recovery shall be limited to the actual period of disability.

#### 7.4 Child Rearing Leave

7.4.1 An employee shall be allowed up to twelve (12) months of unpaid leave for the purpose of child rearing a natural or adopted child. An employee returning from such leave shall be placed in the position last held or in a comparable position. The employee shall notify the District in writing of the intent to take Child Rearing leave, stating the expected dates of commencement of leave and return to employment. The employee shall make a good faith effort to notify the District at least thirty (30) calendar days in advance of the commencement of such leave. If both parents are District employees, only one (1) parent at a time shall take Child Rearing Leave.

#### 7.5 Adoption Leave

7.5.1 Adoption leave without pay shall be granted upon prior application to the District by a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of ten (10) days in any given year. Such leave may be used for court legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours or to obtain physical custody of the child.

#### 7.6 Judicial Leave and Jury Duty

- **7.6.1** In the event that an employee is named as a co-defendant or witness for the District in a suit brought against the District or a person or entity other than the employee bargaining group, and such employee is required to appear in court as a result thereof, such employee shall be compensated at the employee's regular hourly rate.
- **7.6.2** Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.
- **7.6.3** In the event an employee is summoned to serve as a juror, such employee shall receive a normal day's pay for each day of actual presence in court.
- 7.6.4 Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

#### 7.7 Military Leave

7.7.1 Employees shall be granted military leaves of absence in accordance with law.

#### 7.8 Birth of a Child Leave

**7.8.1** An employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth of his/her child. Such leave shall be deducted from sick leave or Non-Scheduled Leave at employee option (provided the employee has usable leave in either or both of these categories).

#### 7.9 Family Medical Leave Act

**7.9.1** Employees shall be entitled to utilize provisions of the Family and Medical Leave Act which the District shall administer in conformity with the law. Applications for FMLA leave should be made through the Employer's Personnel Office.

- **7.9.2** The leave year for FMLA purposes shall be the calendar year beginning September 1 and ending August 31.
- **7.9.3** In the event that a third health care provider is necessary to certify on FMLA leave, the parties agree that the provider shall be chosen as follows:
  - a) The Union and the employee shall together offer the name of a third provider. If the Employer refuses to accept this provider, the Employer shall propose a provider. If the Union and the employee refuse to accept, each side shall prepare a list of three (3) providers. These six (6) names shall be placed in a box and a name selected in view of all parties. All communications with the third provider shall be by means of a joint letter from the Union and the Employer. The fee for the third provider shall be paid by the Employer. The opinion of the third provider shall be final and binding.
- 7.9.4 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML), Under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements, unless the employee elects otherwise. Commencing September 1, 2019, the District shall pay the full amount of the payroll premium (.04%) as required by the PFML.

#### 7.10 Public Office Leave

**7.10.1** The District shall grant leave without pay to any employee who has been elected to the Washington State Legislature. Upon return to the District, the employee shall be assigned the same position (or a comparable position) he/she had prior to the leave. The employee shall retain, but not accrue, seniority while on leave.

#### 7.11 Personal Leave

- **7.11.1** Up to three (3) days of personal leave pro-rated to the employee's workday hours may be granted annually to each bargaining unit member, with pay. An unauthorized absence will result in loss of pay and possible discipline. The following criteria will be relied upon by the supervisor acting on a request for personal leave:
  - a) The leave application shall be made to the supervisor at least twenty-four (24) hours in advance. The employee will ensure the availability of personal leave prior to submitting a request.
  - b) The number of personal leave absences in a given school for a given day will be held to 10% or less (no more than two (2)) for Educational Assistants; and 10% or less (no more than two (2)) for Secretaries. Buildings with only two (2) people in either of the designated job categories will be held to one (1) bargaining member of the respective category taking personal leave on any one specific day.
  - c) This leave shall not be used during the first three (3) or the last three (3) workdays of the school year, nor the first work day prior to, or the first work day following Winter or Spring Break. Exceptions may be granted by the Superintendent or Superintendent designee.
  - d) Up to three (3) unused days of personal leave may be carried forward to the next school year; the total available for any given year will be six (6) days.
  - e) Personal leave is to be requested using the form developed for that purpose.

#### 7.12 Union Leave

**7.12.1** The District shall grant twelve (12) days of leave with pay per year to the Union. The Union shall determine who may use such leave. The Union shall reimburse the District for the cost of substitutes, if a substitute(s) is actually employed.

#### 7.13 Leave of Absence

- 7.13.1 An employee may be granted a leave of absence, without pay, for a period not to exceed one (1) year. At the discretion of the Board of Directors, a leave of absence may be granted beyond one (1) year.
- **7.13.2** The returning employee will be assigned to the position occupied before the leave of absence or to a comparable position in accordance with the COMPARABLE POSITION provision.
- **7.13.3** An employee hired to fill a position of an employee on leave of absence for more than thirty (30) days will be considered a part-time or full-time employee and shall be covered by the terms and conditions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of their replacement status and length of employment limitations.
- **7.13.4** The employee will retain previously accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, seniority and all other fringe benefits shall not accrue while the employee is on leave of absence, provided, however, that if such leave of absence is approved by the Superintendent or Superintendent's designee for job-related injury, seniority shall accrue.

#### 7.14 Leave Accounting

7.14.1 All employee's use of leave days shall be deducted from the employee's leave eligibility in thirty (30) minute multiples.

#### 7.15 Position Elimination

7.15.1 Employees who are on leave shall be subject to the Layoff and Recall provisions of this Agreement.

#### 7.16 Substitutes

**7.16.1** Employees shall not be required to arrange for their own substitutes for any type of absence or leave. When practical, the district will make a good faith effort to hire a substitute when a bargaining unit member is absent.

#### 7.17 Leave Sharing

- 7.17.1 Employees may participate in a District Leave Sharing Program established for members of this bargaining unit. Under the provisions of this program, the District shall receive and process requests noted herein.
- 7.17.2 An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.
  - a) An employee who does not accrue vacation leave and who has an accrued sick leave balance of more than sixty (60) days may request a transfer of a specified amount of sick leave to another employee. In no event may such an employee request a transfer of more than six (6) days of sick leave during the twelve (12)

month period of September 1 through August 31 or request a transfer that would result in his or her sick leave account going below sixty (60) days.

- b) An employee who does accrue vacation leave and who has an accrued vacation leave balance of more than ten (10) days may request a transfer of a specified amount of vacation leave to another employee. In no event may such an employee request a transfer that would result in his/her vacation leave account going below ten (10) days.
- 7.17.3 Employees volunteering to participate in this program will fill out a "Request to Transfer Sick/Vacation Leave" form and submit it to the District Business Office. Days shall be converted to hours.
- 7.17.4 An employee shall be entitled to receive leave under this section if the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment. Such employee must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- 7.17.5 An employee needing leave days shall submit a "Request to Receive Sick/Vacation Leave from Coworkers" form to the Human Resources office. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours.
- **7.17.6** An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, his/her sick leave and/or vacation leave.
- 7.17.7 The amount of leave which an employee may receive shall be based on employee request and/or his/her personal physician's judgment; however, an employee shall not receive a total of more than one (1) contractual years' worth of leave or two hundred sixty (260) days, whichever is fewer. An employee who requests to receive sick or vacation leave must have a signed leave on file with the Personnel Department for a time period not less than the amount of leave transfer requested.
- **7.17.8** While an employee is on shared leave, he or she shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick or vacation leave.
- 7.17.9 Transfer of leave shall not exceed the donating employee's requested amount.
- **7.17.10** All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.
- 7.17.11 The "Request to Transfer Sick/Vacation Leave" forms shall be accepted by the District in the order received.
- 7.17.12 The value of the leave transferred shall be based upon the leave value of the person receiving the leave.
- **7.17.13** Any leave transferred which remains unused on August 31 of each year shall be returned at its original value to the employees who donated the unused leave.

#### 7.18 Comparable Position

7.18.1 The term "comparable position" shall mean a position deemed comparable by the District. The District will

make a good faith effort to match hourly rate of pay, number of hours per day, classification and duties. The District shall not be required to increase the work hours of the returnee beyond the number of hours worked prior to going on approved leave.

#### **ARTICLE 8 - PERSONNEL FILES AND EVALUATION**

#### 8.1 Personnel Files

- **8.1.1** Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District Administration Office, provided that authorized personnel are available. Anyone at the employee's request may be present in this review. Upon request, for current employees, a copy at District expense, of any documents contained therein shall be afforded the employee. Working files maintained at worksites shall be considered unofficial and contents therein not applicable in grievance procedures and/or disciplinary actions.
- **8.1.2** Any derogatory material not shown to an employee within fifteen (15) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner shall be kept or placed in the personnel file without notification to the employee and the opportunity for the employee to attach his/her own comments.
- **8.1.3** A signature does not necessarily mean agreement with the contents of the document, it merely indicates receipt of the document.
- 8.1.4 Evaluations and other information necessary for record keeping will remain in the official personnel file of an employee. Information pertaining to discipline must remain in the personnel file of an employee for three (3) years following the conclusion of disciplinary action. After three (3) years, the employee may request that the disciplinary information be removed from the personnel file, unless the same offense was committed during the three (3) year period of time.

#### 8.2 Employee Evaluation

- **8.2.1** Evaluations shall be made at least once annually, at least ten (10) days prior to the end of the employee's work year, and shall be signed by the appropriate administrator. Additional reports and observations other than by the appropriate administrator used in the evaluation shall be identified as to source on the evaluation form.
- **8.2.2** The employee shall sign the District's copy of the evaluation to indicate that he or she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation. The employee will have the right to attach a written rebuttal to the evaluation form.
- **8.2.3** An employee shall be given a copy of his/her evaluation by the evaluating supervisor when they meet to discuss the evaluation. No evaluation shall be submitted to the District office, placed in the employee's file or otherwise acted upon without prior conference with the employee.
- **8.2.4** Evaluations shall be written in a checklist format with adequate space provided for supervisor comments. The evaluation will note employee areas of strength and weakness and the evaluator will provide specific suggestions and measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

- **8.2.5** An employee whose performance does not meet the requirements of the job as defined in the job description will:
  - a) Be informed by their supervisor at a conference and both parties will sign a statement acknowledging such notification.
  - b) Be informed in writing.
  - c) Be given an opportunity to correct the deficiency(ies)

#### <u>ARTICLE 9 - DISCIPLINE AND DISCHARGE</u>

#### 9.1 Discipline and Discharge

**9.1.1** No employee shall be disciplined or discharged without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing except for first infractions, wherein, the action shall be oral.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

#### 10.1 Definitions

- 10.1.1 Grievances arising between the District and its employees through the Union with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement shall be resolved in strict compliance with this Article. A grievance is an alleged misinterpretation of, misapplication of, or violation of, the terms and/or provisions of this Agreement.
- 10.1.2 The term "grievant" shall mean an individual, a group of individuals and/or the Union.
- **10.1.3** The term "supervisor" shall mean the appropriate District administrator.
- 10.1.4 The term "days" when used hereinafter shall mean employee work days. During the summer break period, work days shall be considered District business office days.

#### 10.2 Grievance Steps

- 10.2.1 <u>Step 1:</u> The employee shall first discuss the grievance with the Union for a determination of merit. In the event the Union determines that the grievance may be meritorious, the Union shall require the employee to discuss the issue with his/her immediate supervisor and attempt to informally resolve the matter.
  - a) If the employee wishes, he/she may be accompanied by a Union representative at such discussion.
  - b) All grievances shall be brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) days of the occurrence of the grievance or within fifteen (15) days of when an employee should have reasonably known of the occurrence.
  - c) Failure to initiate the grievance process within the aforementioned time frame shall render grievance moot and subject to no further processing.

- 10.2.2 If the grievance is not resolved to the employee's satisfaction within ten (10) days of bringing it to his/her supervisor's attention, in accordance with the preceding subsection, the grievance shall formally be submitted, in writing, to Step 2 of this grievance procedure. The written grievance shall contain the following:
  - a) A statement of the facts on which the grievance is based;
  - b) A reference to the provision(s) in this Agreement which have been allegedly violated; and
  - c) The remedy sought.
- 10.2.3 Step 2: The District Superintendent or his/her designee shall review the grievance and provide a written response, or in the alternative, may request a meeting with the employee and/or Union to discuss the issue further. In either case a written response shall be provided within a reasonable amount of time.
- 10.2.4 Step 3: If the decision of the Superintendent or his/her designee is unacceptable to the grievant, and after consultation with the Union, a written statement of grievance shall be submitted within ten (10) working days of receipt of the decision to the Board of Directors. The grievance shall be considered at the next meeting of the Board of Directors (if the Board has at least five (5) day's advanced notice), and a decision rendered at that time, unless an extension is mutually agreed to in writing.
  - a) The Board of Directors, at its discretion, shall have the right to summon the Union for an oral statement of the grievance. The Union reserves the right to appear before the Board of Directors to explain the grievance.
  - b) The Superintendent and/or designee and the Union may mutually agree to waive Step 3 and proceed directly to Step 4.
- 10.2.5 <u>Step 4</u>: If the decision of the Board of Directors is not acceptable to the Union, or Step 3 is waived, the Union may request that the grievance be submitted to an arbiter for a prompt hearing as herein after provided:
  - a) Written notice of a petition for arbitration shall be made to the Superintendent within twenty (20) working days of receipt of the decision under Section 10.2.4., or the date of waiver.
  - b) The issue must involve the interpretation or meaning of the express provisions of this Agreement, or the application of the provisions.
  - c) When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) working days after submission of the written request for arbitration, the provisions of paragraph d) below shall apply to the selection of an arbiter.
  - d) In the event an arbiter is not agreed upon as provided in paragraph c) above, the parties shall jointly request the Federal Mediation and Conciliation Service ("FMCS") to submit a panel of seven (7) arbiters. The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties in turn have the right to strike a name from the panel until only one (1) name remains. The right to strike the first name from the panel shall be determined by lot or by any other means mutually agreed upon by the parties.
  - e) 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 thirty (30) days (unless mutually extended) of the completion of the closure of the record.
- 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) The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and where there is mutual agreement for the same.
- 4) 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 limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- 5) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- 6) The Union and the District shall each pay 50% of the compensation and REQUIRED expenses of the arbiter.
- 7) The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.
- f) All decisions arrived at under the provisions of this Article by the representatives of the District and the Union, or the arbiter, shall be final and binding upon the parties, provided, however, in arriving at such decision neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.
- g) Petition by either party to a court of competent jurisdiction, on any arbitration decision or award, shall be limited to the following:
  - 1) The arbiter exceeded the jurisdiction or authority under this Agreement.
  - 2) The arbiter's decision or award is based on an error of law.
  - 3) Implementation of the arbitrator's decision.
- h) The signing of any grievance by an employee or representative of either the District or the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitral issue or is properly subject to the grievance machinery under the terms of this Article.
- 10.2.6 The grievance hearings, except arbitration hearings, shall not take place on school time. Arbitration hearings shall be scheduled by the arbitrator. The employer shall not discriminate against any individual employee or the Union for taking action under this Article.

#### 10.3 Supplemental Procedures and Conditions

- 10.3.1 No reprisals of any kind will be taken by the Board of Directors, the school administration or the Union against any individual or group because of his/her participation or non-participation in this grievance procedure.
- 10.3.2 All matters, documents, communications, and records, pertaining to specific grievances shall be confidential and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance adjusting process or by any employee or director of the District. Upon the adjustment of the grievance, the documents, communication, and records (excepting a record of the grievance and the final adjustment thereof which shall be filed separately from personnel files of the participants) shall be destroyed in such a manner as to maintain the confidential nature of the documents.
- 10.3.3 In the event that an alleged grievance involved a legal order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- **10.3.4** A grievance involving the recognized employee organization and grievances involving an administrator above the supervisory level may be initiated at Section 10.2.3. at the sole option of the grievant.
- 10.3.5 Failure on the part of the employer to render a decision concerning the grievance at any step of this procedure and within the time limits specified shall permit the grievance to be appealed to the next level of the grievance procedure. Untimely processing by a grievant or the Union shall constitute a waiver of the grievance. All time limits within this grievance procedure may be extended by mutual agreement between the parties.
- 10.3.6 Either party may have an arbitrator's decision reviewed under the State Arbitration Act (Chapter 7.04 RCW).
- 10.3.7 Issues not discussed in these rules are settled in the Voluntary Labor Arbitration Rules of the AAA.

#### **ARTICLE 11 - PROFESSIONAL DEVELOPMENT**

#### 11.1 Required Training

11.1.1 Any hours of training, in-service or college courses required by the District will be paid at the employee's regular hourly rate of pay or at the overtime rate, if applicable, for all hours in attendance, including travel time, if the employee is required to travel outside the District. Expenses (travel, food, lodging) incurred, fees and tuition will be paid by the District.

#### 11.2 Involvement in Planning

11.2.1 The District and the Union will meet at the request of either party, at least once a year to discuss the need for, and the content of, employee in-service training programs. An interest survey, developed with Union input, shall be distributed annually and training will be offered by the District within availability of interest and resources.

#### 11.3 Sharing of Information

11.3.1 Staff in-service time may be allowed employees during the employees' regular work hours, whenever most practicable, for presentation of knowledge gained from workshops, seminars, work experience applicable to current assignments, conferences and classes with job-alike employees. Requests for use of this time must be

submitted to and approved by the Building/Program Administrator.

#### **ARTICLE 12 - INSURANCE AND RETIREMENT**

- 12.1 Insurance The School Employee Benefits Board (SEBB) will be responsible for the administration of the health benefits as it pertains to employees covered under this agreement. The District will comply with State Law regarding the implementation of SEBB.
- 12.2 For eligible employees selecting the HDHP with a Health Savings Account (HSA), any contribution to their HSA must be from their personal earning.

#### **12.4 VEBA**

12.4.1 Employees may enroll in any VEBA Trust Program offered through the District provided that an employee or group of employees meet the specific requirements of the individual VEBA Trust plan selected.

#### ARTICLE 13 - WAGES AND EMPLOYEE COMPENSATION

#### 13.1 Payment of Wages

- **13.1.1** Hourly rates of pay for employment classifications covered by this Agreement are contained in Schedule A.
  - a) All new hires shall be permitted one-half (1/2) year for each full year of comparable classification service to a maximum of two (2) years longevity credit in the district.
  - b) All new hires who leave one Washington school district and commence employment in another Washington school district will have experience recognized as cited in RCW 28A.400.300(2).
- 13.1.2 <u>Earnings Payments:</u> All contracts will be paid over a twelve (12) month period. All new hires will automatically be paid over a twelve (12) month period. The contract period will be from September 1 to August 31 of the succeeding year. Pay will be received on the last weekday (exclusive of a holiday) of every month.
- 13.1.3 Wage Increase See Article 16 Schedules A, B and C

2022-2023 6.0% applied to Step 1 through Step 11

(See Attached Hourly Rate Schedule)

60 Day hourly pay rate is eliminated from the Hourly Rate Schedule)

**2023-2024** 4.5% applied to Step 1 through Step 11

(See Attached Hourly Rate Schedule)

2024-2025 2.0% applied to Step 1 through Step 11

(See Attached Hourly Rate Schedule)

13.1.4 Retroactive pay, where applicable, shall be paid on the first regular pay day following mutual ratification of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article 13, such retroactive pay shall be paid on the first regular pay day following mutual ratification of such schedule, if possible, and in any case not later than the second regular

pay day.

- 13.1.5 Incremental steps, where applicable, shall take effect on September 1 of each year for all full-time and part-time employees, excepting probationary employees who must have been employed with the District for at least sixty (60) consecutive work days in the previous work year.
- 13.1.6 For the purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour.
- 13.1.7 Working Out of Classification: Employees directed or scheduled to perform duties of a position regularly filled by an employee who is on a higher salary range shall be placed on the higher range at his/her current step. To be eligible to be placed on said higher range of pay, the employee must be directed or scheduled to perform the out of classification duties for not less than fifteen (15) minutes per occasion.
- 13.1.7.a A bilingual employee assigned out of class work shall be compensated at the bilingual specialist hourly rate of pay and shall be placed on the higher range at his or her current step. Such out of class work includes interpretation/translation for IEPs, parent/teacher conferences, meetings or hearings determined by the Superintendent or designee to required bilingual services. The out of class pay shall be for a minimum of two (2) hours. The two (2) hour minimum shall not be pyramiding. Example: If the employee is assigned to perform interpretation/translation duties at 8:00 a.m., all interpretation/translation duties from 8:00 a.m. to 10:00 a.m. fall under the two (2) hour minimum. After 10:00 a.m., if required to perform interpretation/translation, the minimum time starts anew, provided a break of not less than fifteen (15) minutes occurs between assignments.
- 13.1.8 <u>In-Service Day:</u> In the event that the district determines the necessity for a classified bargaining unit member to participate in a scheduled certificated staff in-service day that classified unit member will be paid at his/her hourly rate.
- 13.1.9 <u>Secretarial Training</u>: Secretaries will be allowed to participate in trainings specific to their job duties as the district determines the training is necessary. The secretary will be paid at his/her hourly rate.
- 13.7.10 <u>Isolation and Restraint Certificated Paraeducators:</u> Educational Paraprofessionals holding certification in restraint and isolation, in addition to de-escalation training, and designated by the District to address situations that may require student restraint and/or isolation will receive an additional fifty cents (\$0.50) per hour.
- 13.7.11 Bilingual Premium Educational Paraprofessionals, Program Assistant, and Secretaries, excluding Specialists, who are appointed by the Superintendent shall receive twenty-five cents (\$0.25) per hour for all work hours while appointed. To be qualified, the employee must have the Bilingual General Certification. The Employer, at its discretion, may waive the General Certification. The appointment is determined each school year by the Superintendent.
- 13.7.12 Longevity: An employee shall receive longevity compensation based on their longevity, including temporary employment, with the Chehalis School District. Longevity pay shall be in accordance with the below listed schedule.

Beginning Years of Service	In Addition to Base Wage					
15 Years	\$0.50 addition to base wage					
20 Years	\$0.75 addition to base wage					
25 Years	\$1.00 addition to base wage					

#### 13.2 Movement to a Higher Hourly Rate

13.2.1 Any employee who transfers to a position in another classification with a higher wage step shall be placed at the step closest to his/her current hourly rate, plus one step.

#### 13.3 Mileage

- 13.3.1 Any employee required to travel in a private vehicle on District approved business shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile.
- 13.3.2 Employees shall not be required to run errands on non-work time.
- 13.3.3 Any employee who is required to travel outside the District on District business shall be reimbursed for mileage, meals and lodging.

#### 13.4 Reimbursement Policy

13.4.1 All certificates and/or licenses, (i.e. First Aid/CPR/Type II Driver's License), other than a Washington State Driver's License, required by the District as a condition of continued employment, shall be paid for by the District. This provision shall not be applicable to substitute, temporary and/or leave replacement employees.

#### 13.5 Payroll Deductions

13.5.1 The District will make payroll deductions for employees as required by law. The District will make employee-voluntary deductions for tax sheltered annuities, current optional, qualified, insurance programs and additional optional, qualified, insurance programs when there are at least five employee requests for a program; also for Union dues, credit union payments (including savings, etc.), duly registered and legally permissible political action committee contributions, and United Way.

#### 13.6 Automatic Payroll Deposit

- 13.6.1 The District shall make automatic payroll deposit available to employees.
- 13.6.2 Employees hired after the effective date, and throughout the duration of this Agreement, shall have their payroll electronically deposited.

#### 13.7 Educational Professional Prepare Time

13.7.1 Educational Professional employees are eligible for up to eight (8) additional hours per year of compensated time to meet with classroom teachers. Time may be worked in two different months; timesheets may be submitted up to twice annually before June 30<sup>th</sup>. Alternative time may be worked throughout the school year; timesheets may be submitted once prior to June 30<sup>th</sup>.

#### **ARTICLE 14 - NO STRIKE PROVISION**

14.1.1 The District and Union recognize that the cessation or interruption of services by classified employees is in violation of this Agreement. The parties further agree that neither the employees nor the Union shall strike or cause an interruption of services and the District shall not lockout employees. In the event of an action in violation of this Article, the Union will make a good faith effort to secure a return to work of those employees in violation. The District shall have the right to take disciplinary action against any employee taking part in a violation of this Article.

#### ARTICLE 15 - TERM AND SEPARABILITY OF PROVISIONS

#### 15.1 Term

15.1.1 The term of this Agreement shall be September 1, 2022, to August 31, 2025.

#### 15.2 Provision Applications

15.2.1 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except that this Agreement may be reopened and modified at any time during its term upon mutual written consent of the District and the Union. In the event the Washington State Legislature modifies the state funded allocation formula for classified employee hourly wages as specifically set forth in HB 2242 and/or ESSB 6362 for 2021-2022, either party my request in writing that Schedule A be reopened for bargaining.

#### 15.3 Successor Agreement

15.3.1 The parties agree to establish a schedule to commence bargaining for a successor agreement in March 2025. In the event collective bargaining on a successor agreement has not been completed prior to the expiration date of this Agreement, all provisions of this Agreement shall be in effect pursuant to RCW 41.56.123.

FOR THE EMPLOYER

Mr. J. Vander Stoep, Board President Chehalis School District No. 302

Dr. Christine Moloney, Superintendent Chehalis School District No. 302 FOR THE UNION

Brian Blaisdell, Secretary-Treasurer Teamsters Union Local No. 252

Heather Slusher, Business Agent Teamsters Union Local No. 252

#### ARTICLE 16 - Schedule "A" - Hourly Rates (2022-2023)

# CHEHALIS SCHOOL DISTRICT HOURLY RATE SCHEDULE 2022-2023 School Year

| Step |
|------|------|------|------|------|------|------|------|------|------|------|
| 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   | 11   |

#### Job Title

#### **SECRETARY**:

Secretary Lead Secretary

ASB Bookkeeper Volunteer Coordinator

20.69	21.31	21.95	22.61	23.29	23.99	24.71	25.45	26.21	27.00	27.81
20.21	20.82	21.45	22.09	22.75	23.43	24.14	24.86	25.61	26.37	27.17
21.33	21.97	22.63	23.30	24.00	24.72	25.47	26.23	27.02	27.83	28.66
19.99	20.59	21.21	21.85	22.50	23.18	23.87	24.59	25.32	26.08	26.87

#### EDUCATIONAL PARAPROFESSIONAL:

<b>Educational Para</b>	17.33	17.85	18.39	18.94	19.51	20.09	20.69	21.31	21.95	22.61	23.29	
Program Assistant	15.09	15.55	16.01	16.49	16.99	17.50	18.02	18.56	19.12	19.69	20.29	

 Specialist
 27.00
 27.81
 28.64
 29.50
 30.39
 31.30
 32.24
 33.20
 34.20
 35.23
 36.28

Certified Physical Therapy Assistant (PTA)

Certified Occupational Therapy Assistant (COTA)

Certified Education Paraprofessional (Braille)

Special Education Nurse (LPN)

Bilingual/Transitional (ESL)

Certified Speech Language Pathologist Assistant

Interpreter/Translator

Ed Advocate

RN (Not less than \$32/hr)

**Baby Bearcats** 

#### **TECHNOLOGY:**

Help Desk
Technology
Specialist
Tech Spec II
Library Media
Spec

22.21	22.82	23.45	24.09	24.75	25.43	26.14	26.86	27.61	28.37	29.17
26.87	27.61	28.38	20.17	20.00	30.83	31.60	22.59	22.50	24 45	25 42
27.51	28.28	29.07			_		33.38			36.29
20.69	21.31	21.95	22.61	23.29	23.99	24.71	25.45	26.21	27.00	27.81

#### NOTES:

- o After 1 year at any step, employee will move to the next higher step.
- o Paraprofessionals have met the requirements of "No Child Left Behind."
- o Non-Highly Qualified Paraprofessionals will be paid at the Program Assistant step.
- Highly Qualified Program Assistants will be paid at the Paraprofessional rate.

#### ARTICLE 16 - Schedule "B" - Hourly Rates (2023-2024)

#### CHEHALIS SCHOOL DISTRICT HOURLY RATE SCHEDULE 2023-2024 School Year

	Step 1	2 2	3	4	5 5	6 Step	7 3tep	Step 8	Step 9	10	11	
Job Title SECRETARY:												

Secretary Lead Secretary

21.62	22.27	22.94	23.63	24.33	25.06	25.82	26.59	27.39	28.21	29.06
21.12	21.75	22.41	23.08	23.77	24.48	25.22	25.97	26.75	27.56	28.38
22.20	22.06	22.65	24.26	25.00		26.62	07.41	20.24	20.00	20.07
22.29	22.96	23.65	24.36	25.09	1	26.62	2/.41	28.24	29.08	29.96
20.89	21.52	22.16	22.83	23.51	24.22	24.94	25.69	26.46	27.26	28.07

## Volunteer Coordinator

**ASB Bookkeeper** 

#### **EDUCATIONAL PARAPROFESSIONAL:**

Education	nal Para
Program	Assistant

18.11	18.65	19.21	19.79	20.38	20.99	21.62	22.27	22.94	23.63	24.34
15.77	16.24	16.73	17.23	17.75	18.28	18.83	19.39	19.98	20.58	21.19

### **Specialist**

1	28.22	29.06	29.93	30.83	31.76	32.71	33.69	34.70	35.74	36.81	37.92
٠				20.00	0 0	<b></b>	00.07	2	50111	20.01	27.52

Certified Physical Therapy Assistant (PTA)

Certified Occupational Therapy Assistant (COTA)

Certified Education Paraprofessional (Braille)

Special Education Nurse (LPN)

Bilingual/Transitional (ESL)

Certified Speech Language Pathologist Assistant

Interpreter/Translator

Ed Advocate

RN (Not less than \$32/hr)

**Baby Bearcats** 

#### **TECHNOLOGY:**

Help Desk
Technology
Specialist
Tech Spec II
Library Media
Spec

25.21	25.85	26.51	27.17	27.86	28.57	29.32	30.07	30.85	31.65	32.48
30.08	30.85	31.66	32.48	33.34	34.22	35.12	36.05	37.01	38.00	39.01
30.75	31.55	32.38	33.22	34.10	35.00	35.93	36.88	37.86	38.88	39.92
21.62	22.27	22.94	23.63	24.33	25.06	25.82	26.59	27.39	28.21	29.06

#### NOTES:

- After 1 year at any step, employee will move to the next higher step.
- Paraprofessionals have met the requirements of "No Child Left Behind."
- Non-Highly Qualified Paraprofessionals will be paid at the Program Assistant step.
- Highly Qualified Program Assistants will be paid at the Paraprofessional rate.

#### ARTICLE 16 - Schedule "C" - Hourly Rates (2024-2025)

# CHEHALIS SCHOOL DISTRICT HOURLY RATE SCHEDULE 2024-2025 School Year

Step 8	Step	Step	Step							
1	2	3	4	5	6	7		9	10	11

Job Title

#### **SECRETARY:**

Secretary Lead Secretary ASB Bookkeeper Volunteer Coordinator

22.05	22.71	23.40	24.10	24.82	25.56	26.33	27.12	27.94	28.77	29.64
21.54	22.19	22.85	23.54	24.25	24.97	25.72	26.49	27.29	28.11	28.95
22.74	23.42	24.12	24.84	25.59	26.36	27.15	27.96	28.80	29.67	30.56
21.32	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64

#### **EDUCATIONAL PARAPROFESSIONAL:**

<b>Educational Para</b>	
Program Assistan	t

18.47	19.03	19.60	20.19	20.79	21.41	22.06	22.72	23.40	24.10	24.83
16.09	16.57	17.07	17.58	18.10	18.65	19.21	19.78	20.38	20.99	21.62

Specialist

28.78	29.65	30.54	31.45	32.40	33.37	34.37	35.40	36.46	37.56	38.68
			0 2	07	00.01	2 112 1	220	20.10	07.00	50.00

Certified Physical Therapy Assistant (PTA)

Certified Occupational Therapy Assistant (COTA)

Certified Education Paraprofessional (Braille)

Special Education Nurse (LPN)

Bilingual/Transitional (ESL)

Certified Speech Language Pathologist Assistant

Interpreter/Translator

Ed Advocate

RN (Not less than \$32/hr)

**Baby Bearcats** 

#### **TECHNOLOGY:**

Help Desk
Technology
Specialist
Tech Spec II
Library Media
Spec

27.71	28.37	29.04	29.71	30.42	31.14	31.91	32.67	33.47	34.28	35.13
32.68	33.47	34.29	35.13	36.01	36.90	37.82	38.77	39.75	40.76	41.79
			35.88							
22.05	22.71	23.40	24.10	24.82	25.56	26.33	27.12	27.94	28.77	29.64

#### NOTES:

- o After 1 year at any step, employee will move to the next higher step.
- o Paraprofessionals have met the requirements of "No Child Left Behind."
- o Non-Highly Qualified Paraprofessionals will be paid at the Program Assistant step.
- Highly Qualified Program Assistants will be paid at the Paraprofessional rate.