

Collective Bargaining Agreement

***Kiona-Benton Secretaries
Association***

and

Kiona-Benton School District

2021 - 2023

Final Agreement
Kiona-Benton Secretaries Association and Kiona-Benton School District
2021 - 2023

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PREAMBLE

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 secretarial employees as described in Article I, Section 1.3 of the Kiona Benton School District, this Agreement is made and entered by and between the District and the Association.

ARTICLE I - ADMINISTRATION

Section 1 - Recognition

- 1.1 The District hereby recognizes the Kiona-Benton Secretaries Association/Washington Education Association/National Education Association as the exclusive bargaining representative for all secretarial employees in the bargaining unit described in Section 1.3 excluding any person whose duties as administrative secretary necessarily imply a confidential relationship to the executive head or to the Board of Directors pursuant to RCW 41.56.030(2).
- 1.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit.
- 1.3 The bargaining unit to which this Agreement is applicable is as follows: Any and all employees performing work as secretarial employees except for the secretarial employees assigned to the Kiona School District Administrative Center and classified as confidential.
- 1.4 The term "employee" when used hereinafter in the Agreement shall refer to all secretarial employees represented by the Kiona-Benton Secretaries Association of the Washington Education Association and National Education Association.
- 1.5 The terms "KBSA/WEA/NEA" or "Association" when used hereinafter in the Agreement shall refer to the Kiona-Benton Secretaries Association/Washington Education Association/National Education Association.
- 1.6 Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural; and the word "day" shall mean school days or business office days during the annual summer instructional break.
- 1.7 Copies of job descriptions for all positions subject to this Agreement shall be made available to the Association upon request and will be provided to the association when changes are made. The impact of changes in job descriptions shall be bargainable in accordance with law.
- 1.8 Wages, hours, and benefits for all new positions falling within the recognition clause of this agreement for which no existing classification applies will be bargained with the Association.
- 1.9 The Association shall be notified of all newly created classified positions and be afforded an opportunity to respond before a final decision as to unit placement is made.

Section 2: Status of Agreement:

- 2.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

- 2.2 This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the contract will be by written mutual agreement of the parties
- 2.3 The terms of this agreement will remain in full force and effect until the effective date of a subsequent agreement, not to exceed one year from the termination of this Agreement, as provided in RCW 41.56.123.
- 2.4 The District agrees that supervisors or non-bargaining unit personnel shall not be used to displace employees regularly employed within the bargaining unit.

Section 3: Conformity to Law

- 3.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of 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.
- 3.2 In the event a provision(s) is (are) found to be contrary to law as stated in 3.1, such provision shall be re negotiated. Negotiation shall commence within two (2) weeks after receipt of the written legislative and or court decisions.

Section 4: Distribution of the Agreement

- 4.1 Following ratification and signing of this Agreement, the Association shall prepare and submit to the District a proof copy for review. Upon approval the Association shall print and distribute it to the bargaining unit employees. The district agrees to print three (3) copies of the contract, one for the district, one for the association, and one to be made available for general use. In addition, the district will post the contract in pdf form and made available to all bargaining unit members.
- 4.2 There shall be two (2) signed original copies of the final Agreement for the purpose of records. One shall be retained by the District, and one by the Association.

Section 5 Agreement/Interpretation/Negotiation

- 5.1 Upon request by either party, the Association officials and District administrators shall meet to discuss school problems relating to interpretation or compliance with its Collective Bargaining Agreement or other problems. When a request is made, the meeting shall be held at a mutually agreed upon time.

ARTICLE II – BUSINESS

Section 1 - Dues, Deductions

- 1.1 All bargaining unit members may voluntarily join the Association; however, no bargaining unit member shall be required to do so. The District will withhold union dues in the amount established by the Association. Authorizations provided by employees will be on a continuing basis from year to year, unless withdrawn in writing to the Washington Education Association through the established process. The District shall not discontinue dues collection for any employee until receiving confirmation of completion of the afore mentioned process through WEA.
- 1.2 The District shall transmit the dues withheld to the treasurer of the Washington Education Association each pay period. Local dues will be collected by the District and will be directly submitted to the Association treasurer.
- 1.3 The Association agrees to indemnify and save the District harmless from any and all claims, suites or other forms of liability arising out of the District's compliance with this section.
- 1.4 Association members may also authorize dues deduction for voluntary contributions to WEA-PAC and the NEA Fund for Children and Public Education. Such dues, when authorized, will be deducted, and transmitted in the same manner as membership dues. Non-members shall be neither required nor allowed to make political (WEA PAC or NEA/PAC) deductions.

Section 2 - Substitute and Temporary Employee Provisions

- 2.1 Definitions:
 - 2.1.1 **Temporary Employee:**

A temporary employee is an employee hired to perform a temporary job or fulfill a temporary purpose, who has worked thirty (30) cumulative days during the work year. The District determines the length of employment. The posting will contain the length of time. A temporary employee is a member of the bargaining unit. A temporary employee shall be paid according to the regular salary schedule, including the probationary rate as applicable
 - 2.1.2 **Substitute:**

A substitute is a person who has worked less than thirty cumulative days during the current or past work year. Substitutes are not members of the bargaining unit.
- 2.2 Provisions:
 - 2.2.1 Temporary employees are covered by the terms and conditions of the Agreement

Section 3 - Association Rights

- 3.1 The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- 3.2 The Association shall be provided with bulletin board space for the purpose of posting Association materials at each work site. The Association shall also have the right to use the school interoffice mail system, school email, and school mailboxes to distribute Association material.
- 3.3 The Association shall have the right to use school facilities for meetings and school equipment with advance permission, when such use does not interfere with the normal operation of the District. The Association shall pay for the cost of all materials incident to such use.
- 3.4 The District acknowledges that the Association has a duty to represent its members; therefore, Association representatives shall be permitted to transact Association business on school premises at reasonable times and as long as the Association business does not interfere with normal District operations. Association representatives who are not employees of the District will check-in with the building principal or designee upon entering any of the District's schools.
- 3.5 Association representatives during working hours, without loss of time or pay, are allowed to represent employees, investigate and present grievances to the District. The District may limit the times of such activities if it is demonstrated that there would be significant disruption to the timely completion of necessary work. Meeting times and places will be mutually agreed by the District and the Association, however, neither party may use this provision to unduly delay the process or intentionally inconvenience the other party.
- 3.6 The District agrees to furnish the Association in response to requests all available information concerning the financial resources of the District and such other information as will assist the Association in developing programs on behalf of the employees. The District agrees to provide information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals. However, for requests falling outside of the scope of RCW Chapter 42.56, the Association will reimburse the District for the cost of staff time expended in gathering the requested information, unless the Association can demonstrate relevance to its duties as exclusive bargaining representative.
- 3.7 The Association shall be promptly notified by the District of any disciplinary actions against bargaining unit members provided the bargaining unit member does not object to the Association being notified. The employee will be informed of his or her right to Association representation prior to any investigatory meeting being held.
- 3.8 On or before the first day of November, the District shall provide the Association with the date of hire and current assignment for each employee in the bargaining unit. The Association will submit corrections within two (2) weeks of receiving the information. Upon verification the District will make the necessary corrections. If changes have not been submitted within two (2) weeks, then the list will be considered accurate.
- 3.9 The District acknowledges the Association's right to negotiate the student calendar as a mandatory subject of bargaining and will ensure that the Association is included in all negotiations with other bargaining units regarding the adoption of a calendar.

- 3.10 The Association has the right to bargain, in accordance with law, any changes that impact working conditions, wages and hours.
- 3.11 The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about the union. The Association President or other representative will have not less than 30 minutes during regular contract hours to provide the new bargaining unit member with information about the Association. This time will be within the first 30 days of employment and will not occur during lunch or break periods. To ensure timely access to new employees, the District will provide the Association with the name(s) of newly hired employees, and contact information including the name, assignment, work site, FTE, proposed salary schedule placement, home address, work and home phone numbers, and email address within five business days of the date of hire.

Section 4 - Employee Rights

- 4.1 The District and the Association jointly agree that employees shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining. Neither the District nor the Association shall directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Acts or other laws of Washington or the Constitutions of Washington and the United States.
- 4.2 Nothing contained within this Agreement shall be construed to deny or restrict any employee any rights he/she may have under applicable laws and regulations.
- 4.3 No employee shall be discriminated against because race, creed, color, national origin, citizenship or immigration status, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal unless based on a bona fide occupational qualification and such handicap cannot be reasonably accommodated.
- 4.5 When an employee complains that he/she has been sexually, verbally or physically harassed pursuant to District policy # 5011, # 5250 or other applicable policies, the employer shall investigate and take appropriate disciplinary, legal and/or other action necessary to protect the employee.
- 4.6 An employee shall have the right to bring job related matters to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 5 Management Rights

- 5.1 It is agreed that the customary and usual rights, powers and functions and authority of management are vested in management officials of the District. Included in these rights, by way of illustration and not be way of limitation, in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the workforce, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain the efficiency of the District operation by determining the methods,

the means, and the personnel by which operations are undertaken by the employees in the unit are to be conducted.

- 5.2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the obligations imposed by this Agreement. The district will notify the Association when any change is being made to Board Policy or district practice or procedure that will impact wages, hours, and terms of employment. The Association has the right to bargain the impact of any such changes.

Section 6 - Movement to Balanced Calendar

- 6.1 The District shall seek input from the Association prior to implementing a twelve (12) month school year on either an experimental or on a permanent basis.

ARTICLE III – PERSONNEL

Section 1 - Due Process

- 1.1 No employee shall be disciplined or adversely affected (reduced in wages and/or benefits) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- 1.2 An employee shall be advised in advance of the right to have a representative of his / her choice present during all investigatory and disciplinary meetings and shall be provided with a reasonable amount of time to secure the representative of choice. Every attempt shall be made by the employee to arrange such representation within five (5) working days. Details of the incident or incidents to be discussed will be provided in writing in advance of the meeting unless such details will compromise a criminal investigation. Information pertinent to the allegations will be disclosed as it becomes available. All meetings and hearings shall be conducted in private and shall be scheduled so as to provide the employee time to secure counsel of choice.
- 1.3 The District agrees generally to follow a policy of progressive discipline; provided that any disciplinary action taken against an employee shall be appropriate to the behavior and severity of supposed misconduct which precipitates said action and will take into account the employee's work history and length of service to the District.
- 1.4 Any complaint made against an employee by a parent, student, and/or other person shall be called to the attention of the employee on a timely basis. Any complaint not called to the attention of the employee shall not be used as the basis for any disciplinary action against the employee. The District will not process anonymous complaints by or from members of the bargaining unit, other District employees, or non-employees.
- 1.5 Any necessary critiques of any employee by a supervisor or administrator concerning job related performance shall be made in confidence and not in the presence of students, parents, or other employees, or at public gatherings.

Section 2 - Allegations Investigations and Disclosure

- 2.1 When the District investigates an allegation of misconduct by an employee and chooses not to reprimand or discipline or take adverse action against the employee, all documents regarding the allegation will either be destroyed within thirty (30) calendar days of the time the allegation is made or sealed from public access to the extent permitted by law. However, if the District determines to administer non-disciplinary counseling as a result of the complaint, documents will be sealed. Other than the fact a counseling session occurred, no information from the investigation may be used in future investigations or disciplinary actions.
- 2.3 After the investigative period, all information regarding the allegation(s) shall be given to the employee and the Association and/or its representative at the employee's written request.

Section 3 - Layoff and Recall:

- 3.1 Seniority, for the purpose of layoff and recall, is pursuant to Article V, Section 1.1 of this Agreement.
- 3.2 All employees shall have a seniority date which shall reflect her/his most recent date of hire into the bargaining unit by the District and shall herein be called the "hire date" for the purpose of layoff and recall.
- 3.3 The District shall prepare and maintain the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- 3.4 Layoff shall be defined as a necessary reduction in the work force beyond normal attrition.
- 3.5 In the event of a necessary reduction in work force the District shall first layoff the least senior employees. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacant or newly created position.
- 3.6 In the event of layoff, the District shall provide written notice to all affected employees and the Association, as early as possible but no later than-thirty (30) days prior to layoff..
- 3.7 In the event of more than one 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.
- 3.8 Employees that are to be laid off shall be placed in a reemployment pool for a period of two calendar years. Employees to be placed in the pool shall be those with the least seniority. Any request for information regarding his/her seniority pool status by the employee shall be granted.
- 3.9 A laid off employee shall upon application, and at his/her option, be granted first priority status on the substitute list according to his/her seniority. Laid off employees may continue their basic benefit insurance by paying the regular monthly per subscriber group rate premium for such benefits to the Washington State Health Care Authority subject to carrier approval and limitations.
- 3.10 Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified.
- 3.11 Notices of recall shall be sent by certified mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis by use of a substitute until the recalled employee can report for work.

- 3.12 An employee who declines an offered position shall be removed from the reemployment pool providing such offered position is not less than the number of hours and number of days served prior to layoff.
- 3.13 Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years.
- 3.14 Part-time bargaining unit members shall accrue seniority in the ordinary manner. Probationary bargaining unit members shall have no seniority until the completion of the probationary period. At the completion of the probationary period, seniority shall revert to the first day of work.

Section 4 - Personnel Files

- 4.1 Employees shall, upon request, have the right to inspect all contents of their complete personnel file including the supervisor's working file, kept by the District as well as employment references upon leaving the District. Upon request, a copy at District expense, of any documents contained therein shall be afforded the employee. Anyone at the employee's request may be present in this review.
- 4.2 Except during a criminal investigation phase, any derogatory material not shown to an employee within eight (8) workdays 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 job performance shall be kept or placed in the personnel file without the employee having the opportunity to attach his/her own comments.
- 4.3 All derogatory materials in the personnel file not necessary for record keeping, or required by law, will be removed after a period of three (3) years upon request of the employee, unless the documents are subject to the provisions of RCW 28A.400.301.
- 4.4 Personnel files are the property of the District. Employee evaluations are not considered public information and will only be released to appropriate District authorities, except as otherwise required by law. The District will release such public record information as is required by law. If an employee is identified in District public records which are to be released, the employee will be notified, and the release will be delayed for a period of ten work/business days in order to allow the employee the opportunity to petition the Superior Court to enjoin the release.
- 4.5 Working files may be kept by building administrators for the purpose of evaluation/ observation but shall be purged on the last working day of employee's contracted year. It is also understood that any deficiency will be brought to the attention of the employee contemporaneously with a notation of same being placed into the working file.

Section 5 - Employee Evaluation

- 5.1 Every employee will be evaluated in writing at least annually. Evaluations will be completed by May 25 of each school year.

- 5.2 Evaluation reports shall provide feedback regarding strengths and weaknesses (if any) demonstrated by the employee. Prior to an employee receiving an unsatisfactory rating, the employee shall be advised of the performance concern and provided with a clear statement of any deficiency and a statement defining acceptable performance. This shall occur within a reasonable time prior to the final evaluation to allow the employee a chance to demonstrate improvement.
- 5.3 Following each evaluation, the evaluator will meet with the employee in a post-evaluation conference within 10 calendar days. The evaluator will provide the employee a copy of the evaluation at least one day prior to the conference. No employee shall be required to sign a blank or incomplete evaluation form.
- 5.4 For any areas noted as unsatisfactory in the evaluation, the supervisor will provide a clear written description of the problem and specific suggestions for improvement. Prior to any action being taken to terminate the employee's employment on the basis of performance deficiencies, the District will first develop a recommended plan for improvement. The plan will clearly define all areas of deficiency, provide clear and attainable performance goals, and outline supports to be given, including any necessary training at the District's expense. The employee will be given a reasonable amount of time, not less than sixty (60) working days, to meet job performance expectations. During the improvement period, feedback will be provided through a minimum of three scheduled meetings. Following the completion of the plan, the supervisor shall notify the employee in writing of the outcome.
- 5.5 The employee shall have the right, within twenty (20) workdays, to submit written comments or a rebuttal to the evaluation, which shall be filed with the evaluation in the employee's personnel file. The written evaluation shall be placed in the employee's personnel file upon completion.
- 5.6 An employee shall be given a written copy of any evaluation. An employee's signature on his or her evaluation does not mean agreement with the contents of the document; it merely indicates receipt of the document.

Section 6 - Employee Protection

- 6.1 The Board shall provide employees with insurance protection covering those employees' necessary personal property which is damaged while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof.
- 6.2 Classified staff shall be informed immediately when they are potentially exposed to contagious diseases and illnesses, and they shall be instructed as to prevention and protection from the disease or illness to the extent of the District's knowledge and law.
- 6.3 No employee shall be requested or required to dispense or administer medication unless in accordance with the most recently updated Washington State law.
 - 6.3.1 Employees shall not be required to inject or perform invasive medical procedures.

- 6.4 Employees shall administer first aid, care for ill students or administer medications pursuant to state law. The District shall provide training for proper and safe use of medication and first aid treatment and maintain liability for employees in accordance to State statute.
- 6.5 No employee within the bargaining unit shall be required to enter or remain alone in a building. Employees will not be required to report to a building that has been deemed unfit for occupancy by students. Employees that make themselves available by phone and/or email will suffer no loss of pay should the District choose not to assign them other duties when they cannot enter their normal worksite.
- 6.6 The District shall reimburse any employee's equipment that is damaged, destroyed or stolen on District property, provided that such equipment is a normal personal item or is used in the performance of the employee's job and is not available by the District and has been approved and registered with the employee's immediate supervisor. Reimbursement shall be at depreciated value.
- 6.7 When a student physically threatens an employee, the student will be removed from the employee's workspace. In addition, the Association will be allowed to place a representative(s) on the District's in-house discipline committee when it is formed.
- 6.8 Only the employees trained and designated to do so will handle funds. The District will have a protocol in place to ensure that all employees that may have to handle money are trained and provided with written procedure. At the beginning of each school year, employees will be provided with information as to the primary and secondary personnel responsible for handling funds and the procedures to be followed if those employees are not available.

Section 7 Transfers and Vacancies

- 7.1 Vacant or new positions shall not be posted outside the bargaining unit until they have been posted for five (5) working days through the District's electronic personnel staffing system. Notice of such posting shall also be distributed by electronic mail to all bargaining unit members.
- 7.2 Employees may request reassignment during the posting period. The District agrees to give first consideration to current employees based on qualifications and seniority. No outside applicant shall be considered unless it is determined that there are no qualified internal candidates. Qualified shall be defined as having the basic skills necessary to perform the tasks required by the position. Foreign language knowledge or skills may not be used as a required qualification unless necessary for specific bilingual program positions. Employees whose transfer request is not granted shall be told in writing why they were not transferred. Should no current employee be assigned to the position, the District will-guarantee an interview to qualified non-continuing employees before other outside candidates.
- 7.3 When an employee transfers to a new position or is reassigned, he/she will retain accumulated leave and years of experience.

- 7.4 If the employee has no experience in the new position, prior experience credit on Association salary schedule shall be granted. There shall be no loss in pay. The employee shall be granted the next higher step in the new job classification pay scale.
- 7.5 If two (2) employees mutually agree to exchange jobs and the District is also in agreement the employees may be transferred without posting the position. This type of job exchange is not grievable. The purpose of this exchange is for professional growth and experience and there shall be no loss of pay.
- 7.6 An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the immediate supervisor has been held. The reason for the involuntary transfer shall be written and given to the employee if requested.
- 7.7 Involuntary transfers shall be made on the basis of seniority. Seniority for involuntary transfer shall be the date of hire within the District. The least senior employee shall be transferred. An involuntary transfer or reassignment shall not be made without first seeking volunteer transfers.
- 7.8 The District may use administrative involuntary transfers to resolve issues that may arise due to employee relations with co-workers or documented disciplinary actions. In such situations, seniority provisions will apply to other impacted employees to the greatest extent possible. The person(s) affected and circumstances necessitating administrative transfers will be communicated in advance to the Association.
- 7.9 The District shall provide necessary training to employees reassigned or transferred.
- 7.10 There shall be no loss in pay for the employee involuntarily transferred.

Section 8 - Training/In-Service

- 8.1 District funds will be used to allow employees to participate in approved professional training. Employees attending training courses required by State regulation or District policy as a condition of employment, will be paid at the employee's per diem hourly rate of pay for all time in attendance, plus any fees, tuition and travel expenses. Such training scheduled outside of the employee's workday shall be paid at his/her hourly per diem rate of pay. Overtime provisions will also be in effect for this provision.
- 8.2 Employees will have access to safety trainings (e.g. GAP training) when provided for other district staff. Training shall be on a normal workday unless otherwise agreed by the parties. Training taking place outside the normal workday/work year will be paid at the employee's per diem rate.

Section 9 - Hours of Work and Overtime

- 9.1 The normal workweek for all bargaining unit members is Monday through Friday. Work schedules showing the employee's job duties, hours, number of workdays, and their designated evaluator/supervisor shall be given each employee and may change from time to time based on employee or District needs. Employees shall report their hours worked on a

schedule and in a manner determined by the employer. This duty shall be performed during the employee's duty time, and time will be made available by the supervisor for employees to comply. Any proposed change in the reporting system will be brought to the association prior to implementation to determine any potential impact and to bargain such impacts when found to exist.

9.2 Each shift of five (5) or more hours per day shall include a thirty (30) minute duty-free uninterrupted lunch period where the employee is free to leave the work site. Such lunch period shall generally be as near the middle of the shift as practicable. With the approval of their supervisor, an employee's lunch period, breaks or the consolidated time of both may be taken at the end of their shift. This will be an occasional, not regular, practice, and will be discontinued if the employee's supervisor believes that it is disruptive to building operations. Each shift shall also include a fifteen (15) minute first half and a fifteen (15) minute second half rest period both of which rest periods shall occur as near the middle of each half shift as is practicable. Employees working less than five (5) hours per day shall receive a fifteen (15) minute rest period for each two and one-half (2-1/2) hours worked. The administrative supervisor may authorize employees to flex their break time in order to accommodate an extended lunch period or to leave early on Friday and/or early release days.

9.3 Work performed by District direction will be paid at the appropriate rate of pay. Overtime pay of one and a half times (1.5) the hourly rate) will apply for work over eight (8) hours per day or forty (40) hours per week.

9.3.1 The employee shall have the right to determine whether overtime will be taken as payment or compensatory time at 1.5 times the normal pay rate or 1.5 times the actual amount of overtime as compensatory time. Compensatory time is accumulative up to a limit of 240 hours (160 hours of overtime work) and may be carried over for up to three pay periods after it is earned, within the same contract year. Compensatory time may be used at the employee's discretion, upon reasonable advance notice to employee's supervisor, provided it will not unduly disrupt the operations of the District. "Unduly disrupt" shall be understood to mean an unusually significant disruption that would be caused by the employee's absence for a particular day or period of time.

9.3.2 In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable under the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility prior to the end of the last workday before the overtime commences.

9.4 When an employee is absent due to medical appointment, sick leave or other covered absence, the absence shall be reported by the district approved reporting method. The absence shall be deducted from the employee's sick leave account and prorated for the actual time taken.

9.5 Employees attending after school events such as open house, scholarship night, orientation under a supervisor's direction shall be compensated for such attendance at their appropriate rate of pay including overtime provisions.

- 9.6 The Association shall have the opportunity to appoint a bargaining unit member to serve on each site-based decision-making team formed.
- 9.7 Employees with the approval of their supervisor may come in early, leave late, or use their lunch hour to make up time they have taken off and want to make up. These flexible hours will not be included as part of the regular workday.
- 9.8 For summer workdays, employees will have the option of working from 7:00 am to 3:00 pm rather than their regular work schedule. Other workday configurations may be allowed with the approval of the employee's supervisor.

Section 10 – Holidays

Paid Holidays Shall Include:

- | | |
|---------------------------|---------------------------|
| 1. New Year's Day | 2. President's Day |
| 3. Memorial Day | 4. Veteran's Day |
| 5. Thanksgiving Day | 6. Day after Thanksgiving |
| 7. Martin Luther King Day | 8. Labor Day |
| 9. Christmas Day | 10. Day after Christmas |

Independence Day shall be an additional paid holiday for those whose work year is continuing at that time.

- 10.2 Employees shall receive pay equal to their normal rate of pay for holidays.
- 10.3 Worked Holidays:
Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus their base rate for all hours worked on such holidays.
- 10.4 Holiday Miscellaneous Provisions:
- 10.4.1 Verification of illness may be requested if sick leave is taken immediately before or after a holiday period.
- 10.4.2 Unworked paid holidays shall count toward calculating weekly overtime.
- 10.4.3 Holidays which fall on a Saturday will be taken on the preceding Friday. Holidays which fall on a Sunday will be taken on the following Monday.
- 10.4.4 On the day before the Christmas, Thanksgiving and Spring breaks employees shall be able to leave work at 2:00 pm. These days shall be paid as if they were a full normal workday.

Section 11 - Salary, Salary Payments

- 11.1 Hourly rates-for employees subject to this Agreement, during the term of this agreement, are contained in Appendix A attached hereto and by this reference incorporated herein.

- 11.2 Wage rates will be enhanced by the statewide, state-funded inflationary adjustment [IPD] percentage amount, provided by the state for classified salaries.
- 11.3 The District shall notify the Association of all new hires and their placement on the salary schedule.
- 11.4 Should the date of execution of this Agreement be subsequent to the effective date, salaries including overtime shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible, or the subsequent pay period at the latest.
- 11.5 Increment steps, when applicable shall take effect on the first employee workday of the employee's group school work year. The employee shall receive credit and advancement on August 1 of each new school year.
- 11.6 All compensation owed to an employee who is leaving the District shall be paid during the next pay period of employment or when funds are available from the State whichever occurs earlier.
- 11.7 The District shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for District approved medical plans, United Fund, credit unions or savings bonds. Payroll deduction for tax-sheltered annuities shall be available provided a minimum of five persons employed by the District request payroll deductions for a specific tax sheltered annuity.
- 11.8 All employees shall receive payment of their wages through the District's electronic direct deposit service.
- 11.9 Whenever it becomes necessary to close school(s) because of inclement weather, volcanic eruption, or other emergency situations the District administration shall notify by utilizing "Flash Alert" in the area by 6:30 a.m. If further evaluation of hazardous conditions, or an emergency, causes a closure decision following 6:30 a.m., employees may be required to remain at the work site until students leave, but no longer. Hazardous health and safety conditions which require the closing of the school(s) for students shall apply equally to all employees. This includes health situation which involve determination by Federal, State, and or Local Health Department declarations. Employees will be notified prior to 6:30 a.m. by phone of a school closure whenever the start of the school day is delayed because of hazardous conditions or an emergency, employees shall report to work at least thirty (30) minutes before the students arrive.
 - 11.9.1 In the event the District fails to make the above notification, employees reporting to work shall receive a minimum of two hours pay at their base rate.
 - 11.9.2 On workdays when school is not in session because of hazardous conditions or an emergency, no employee shall suffer loss in pay nor have the absence from work charged against leave provision.
 - 11.9.3 This provision also includes quarantine of a single building or worksite.

- 11.10 If the employee's workday is of less time than regularly scheduled, due to exigent circumstances experienced by the District, he/she shall be provided opportunities to make up the missed hours performing bargaining unit work at the employee's regular rate of pay. The employee must make up the missed hours or use leave in the alternative.
- 11.11 The salary placement of newly hired secretaries may be reviewed, to determine an appropriate assessment of prior training and experience, upon request of either party, not later than 90 days following initial hire into a bargaining unit position. The review will be conducted by a committee consisting of a building administrator, one bargaining unit representative, and a representative of the business office. If the committee cannot reach consensus, either party may petition PERC for the appointment of a mediator to assist in reaching a final decision. The committee's decision will be final and not subject to the grievance procedure. Any decision involving a pay increase will be in effect prospectively only.

Section 12 - Transportation Benefits

- 12.1 When performing assigned duties or when requested to travel using his/her own private vehicle, an employee shall be reimbursed for such travel at the prevailing state rate as of September 1.
- 12.2 In the event the District furnishes a district owned vehicle and gasoline, the employee(s) shall not receive a mileage payment.

Section 13 - Insurance and Other Benefits

- 13.1 The District shall pay the full portion of the employer contribution as set by the School Employees Benefit Board for all employees who meet the eligibility requirements. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year. The District will transmit the employee rates as established by the School Employees Benefit Board to the Health Care Authority (HCA) through payroll deduction for each month in which the employee receives benefits.
- 13.2 The District shall provide the following insurance benefits through SEBB for each FTE eligible employee and their eligible dependents to include but not be limited to:
- Basic Life and accidental death and dismemberment insurance (AD&D)
 - Basic Long-term Disability
 - Vision
 - Dental including orthodontia
 - Medical Plan

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased, Life, AD&D, Long-term disability, etc.).

13.3 Eligibility

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

All compensated hours qualifying under SEBB guidelines in any position within the District shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

Any employee who has worked 630 hours in the previous year and is returning to a similar position(s) will be deemed eligible for benefits

Paid leave hours shall count towards eligibility for benefits under this section. Employees on unpaid leave will retain their employee/employer relationship.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA).

13.4 Benefit Termination

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31. In cases when an employee provides notice of an alternate date it is the employee's responsibility to understand they are giving up their benefit eligibility.

13.5 Part-time Employees

The District will not deny or limit employee work hours in order to avoid initial or ongoing benefit eligibility.

The District will not sever the employee/employer relationship with substitute employees in order to avoid initial or ongoing benefit eligibility.

13.6 Legislative Changes and Reopeners:

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes.

13.7 VEBA

The parties agree that a VEBA account is important to the welfare of all its employees. Therefore, the Association and District agree that additional options will be available for employees use beginning with the 2021-2022 year. The VEBA account will continue to serve as a cash out mechanism for sick leave for employee's retirement, but it will also serve as an additional health saving account for use throughout the year. The parties agree that the employees will designate \$25 a month (pre-tax) into this account and the district agrees to match that amount. Employees may use these monies as allowed by the rules determined by the VEBA program

Section 14 Advanced Training Incentives

- 14.1 The District shall provide at least \$600 per employee per year to be used for opportunities for advanced training incentive. This minimum funding is contingent on continuing levy passage. Subject to prior approval, employees may request funding to attend voluntary, self-selected workshops, college classes and other learning opportunities related to job requirements.

To access funding, employees will fill out a "Request for Training" form and submit to his/her immediate supervisor for approval. Training requests shall be granted except where the employee's absence would severely impact District/building operations and it is not possible to make arrangements to alleviate the disruption.

Costs incurred by the District for training activities during the normal workday related to required employee job skills may not be deducted from the employee's allocation under this provision.

ARTICLE IV – LEAVES

Section 1 - Sick Leave

- 1.1 At the beginning of each work year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days. Such leave shall be used for absence caused by illness, injury poor health, maternity, disability or for an emergency. Substitute employees will accrue sick leave at the rate of one hour per each 40 hours worked. They may utilize accrued leave if they are required to work, but unable for any of the reasons specified in section 1.7 of this article. Required to work means scheduled in advance for at least one shift.
- 1.2 Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of 180 days for cash-out purposes and to the actual number of days of the individual employee's contract if greater than 180 days.
- 1.3 Accident due to injury incurred in the course of the employee's employment shall be compensated for in the following manner: Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of employment, the employee will be paid full salary. The amount of sick leave deducted will be pro-rated to that amount necessary to make up the difference between the amount paid in Worker's Compensation benefits and full salary. The employee may elect to collect Worker's Compensation benefits without coordination of sick leave benefits and at the rate determined by the Worker's Compensation Board.
- 1.4 Sick leave earned and unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment to the extent provided by law.
- 1.5 Sick leave benefits shall be paid on the basis of the employee's current salary rate.
- 1.6 Emergency Leave:
An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action which is beyond the control of the employee. The employee must give the District as much advance notice as is reasonable under the circumstances. Emergency leave will be deducted from sick leave.
- 1.7 Deductions from accumulated sick leave will be made for the following:
 - a. Employee illness, disability, dental or medical appointments
 - b. Emergency leave as described in Section 1.6 above.
 - c. Employees shall be entitled to utilize sick leave for such family illness leave as is authorized by law.

Section 2 - Annual Sick Leave Cash-Out Program

- 2.1 Employees shall be compensated annually and/or upon retirement, resignation, termination, or death for unused leave credits in a timely manner and in accordance with District policies and the laws of the State of Washington.

- 2.2 The District shall maintain the sick leave conversion entitlement so long as the District has the statutory requirement to do so.
- 2.3 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, to a maximum of twelve (12) days accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days.
- 2.4 At the time of separation from District employment due to retirement or death the employee or the employee's estate shall receive remuneration for all accrued sick leave according to law. It is currently 25% of the employee's rate of pay.

Section 3 - Family Medical Leave

- 3.1 Employees are eligible for FMLA if they have worked 1250 hours in the previous twelve (12) month period. Each eligible employee is entitled to twelve (12) work weeks of family and medical leave (FMLA) during any twelve (12) month period, or twenty-six (26) work weeks to care for a covered service member. Weekends, holidays and school breaks that fall within an employee's FMLA leave, do not count toward the employee's FMLA entitlement.
- 3.2 Family leave may be taken to care for a child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner with a serious health condition. Family leave may also be taken for the birth of a child and to care for a newborn child or for the placement of a child with the employee for adoption or foster care. Medical leave may be taken for the employee's own serious health condition.

A serious health condition shall be defined as a medical emergency, or any illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- 3.3 When an employee is utilizing FMLA, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee.
- 3.4 FMLA shall run consecutively with other leave benefits, unless the employee chooses otherwise. Absence covered by sick leave will not be deducted from the twelve (12) week total allocation for FMLA.
- 3.5 If two employees who are spouses or domestic partners are both employed by the district, they shall each individually receive twelve (12) weeks of FMLA for any qualifying event, including care of a parent or parental bonding (24 weeks total), and may utilize their FMLA entitlement separately or simultaneously.
- 3.6 Upon returning from leave, the employee is entitled to return to the same position previously held or when not possible, to an equivalent position with the same employment benefits, pay, and other terms and conditions of employment as held prior to the leave.

Section 4 Pregnancy Disability and Parental Bonding Leave

- 4.1 Employees shall inform the Superintendent of Schools, in writing, of pregnancy disability and parental bonding leave and the approximate expected time of return to work. Accumulated sick leave; emergency leave; personal leave; Washington State Paid Family & Medical Leave (PFML); Shared Leave; FMLA; and childcare leave may be used, in a consecutive or concurrent order as determined by the employee. The period of pregnancy-related disability is determined by a licensed health care provider. An employee may take a period of up to twelve (12) weeks parental bonding leave to bond with a child within twelve (12) months of the birth or placement of the child. If both parents work for the district, each parent shall be entitled to Six (6) weeks of FMLA for parental bonding. The Superintendent shall be informed, in writing of the specific date of return to work. The District may request physician certification of need for the extension of paid maternity leave.

Section 5 - Child Care Leave

- 5.1 The employee shall have the option of taking unpaid maternity child rearing leave for a period of up to one work year. The employee taking such leave shall notify the superintendent in writing at least thirty (30) days prior to commencing said leave. The employee shall return to the same position as previously held at the expiration of the leave. A second year of such leave may be approved at the discretion of the Board of Directors. Insurance shall continue on a pro-rated amount based on the amount of the work year completed. The employee may then continue insurance by paying the premiums to the district for the duration of the leave.

Section 6 - Bereavement Leave

- 6.1 In the event of the death in an employee's or spouse's immediate family, the employee shall be allowed up to five (5) days of paid bereavement leave. Immediate Family is defined as a spouse or domestic partner, parents, children, stepparent, grandparent, grandchild, parent-in-law, and siblings of the employee member or spouse. The employee will notify her/his supervisor of the amount of leave requested.
- 6.2 Additional days may be granted by the Superintendent and will not serve as a precedent. Additional days granted shall be deducted from sick leave.
- 6.3 Employees will be given time off to attend the funeral of a friend.

Section 7 - Jury Duty and Subpoena Leave

- 7.1 Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received.
- 7.2 Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law if related to school business.
- 7.3 Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

Section 8 - Military Leave

- 8.1 Employees shall be granted military leaves of absence for military reserve or National Guard Service for up to fifteen (15) working days in accordance with law. While on leave, the employee shall retain all benefits, salary and seniority as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

Section 9 - Personal Leave

- 9.1 Every employee shall have Six (6) personal leave days with pay per year. Such leave is cumulative seven (7) days. Notification for personal leave shall be made to the employee's immediate supervisor or superintendent. The employee shall not be required to state the reason for taking such leave.
- 9.2 Unused personal leave shall be compensated at the employee's normal rate of pay at the end of each work year or at the time of resignation, termination, or death.
- 9.3 In special circumstances, personal leave days may be used before or after a holiday with the prior approval of the site supervisor.

Section 10 - Association Leave

- 10.1 The District shall grant ten (10) days leave with pay to the Association as determined by the Association President. The Association pays for the substitute.

Section 11 - Paternity Leave

- 11.1 The District shall grant three (3) days paternity leave with pay on or about the date of the birth of the employee's child or on or about the time of adoption of a child under the age of two (2) years.

Section 12 - Public Office Leave

- 12.1 The District shall grant leave without pay for up to one year to any employee who has been elected to a local, state or national governmental office. Upon return to the District, the employee shall be assigned the same position he/she had prior to the leave. The employee shall retain all seniority while on leave. Such public office leave may be renewed for a second year.

Section 13 -Leave of Absence:

- 13.1 Leaves of absence up to one year at a time without pay may be granted to employees by the Superintendent on a case by case basis. Leave requests will not be arbitrarily denied. Reasons for any denial will be provided to the employee in writing. A leave may not be taken to secure permanent alternative employment.

- 13.2 Employees hired to fill the position of the person on leave will be hired for a specific temporary period of time and will be subject to all provisions of this Agreement. The employee on leave will retain accrued sick leave, seniority rights, and health and insurance benefits while on leave. An employee on leave shall not return early without the permission of the Superintendent.

Section 14 - Leave Sharing

- 14.1 In accordance with RCW 41.04.665, sick leave sharing will be made available to an employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the individual from working and causes great economic and emotional distress to the employee and his or her family; is a victim of domestic violence, sexual assault or stalking; is sick or temporarily disabled because of pregnancy disability; or for the purpose of parental leave to bond with a newborn, adoptive, or foster child; which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. Shared leave shall also be available as allowed by law to employees who are current members or veterans of uniformed services as defined under RCW 41.04.005 or the spouse of such person providing necessary support for service-related care. An employee volunteering needed skills to assist a governmental agency or nonprofit organization engaged in humanitarian relief when state of emergency has been declared by the federal or any state government may also access shared leave.

If the employee qualifies for shared leave due to being temporarily disabled because of pregnancy disability; or for the purpose of parental leave to bond with a newborn, adoptive, or foster child, they shall not be required to deplete all of their sick leave and can maintain up to forty (40) hours of sick leave in reserve, and shall have the right to access up to sixteen (16) weeks of shared leave for bonding with a child at any time within the first twelve (12) months after the birth of placement of a child. The sixteen-week period shall be exclusive of holidays and school breaks.

The district will provide a form for qualified employees to make written application for donated leave and a form for qualified employees to donate sick leave

ARTICLE V – GENERAL WORKING CONDITIONS

Section 1 - Seniority

- 1.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment within the bargaining unit as a regular employee (i.e. not temporary, not substitute.)
- 1.2 Each new hire shall remain in a probationary status for a period of not more than six (6) months following the hire date. Probationary employees (new hires from outside the bargaining unit) will be paid at 90% of the step at which they were placed for the first three (3) months.
- 1.3 Seniority rights of an employee shall be lost for the following reasons:
 - a. Resignation,
 - b. Discharge for justifiable cause,
 - c. Retirement,
 - d. Twenty-four (24) consecutive months of layoff.
- 1.4 Seniority rights shall not be lost for any one of the following reasons, without limitation:
 - a. Time lost by reason of "on the job injury", "on the job illness or judicial leave,
 - b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States,
 - c. Time spent on other authorized leaves.
- 1.5 Non-continuing employees that are subsequently hired by the District will be granted seniority for the time they performed work for the District in non-continuing status upon completion of the probationary period.

Section 2 - Employee Immunization

- 2.1 Employee immunization shall be pursuant to Board policy. Such Board policy shall be posted on work-site bulletin boards readily accessible to members of the bargaining unit.

Section 3 - Hepatitis B Training and Inoculation Requirements

- 3.1 Employee immunization procedures shall be pursuant to Board policy, a copy of which shall be posted on bulletin boards at each work site easily accessible to employees.

Section 4 - Job Sharing

- 4.1 Job sharing may be approved on an individual case by case basis. Job sharing may occur for a period of two (2) years or longer with the approval of the District.

Section 5 - Substitute Service

- 5.1 Employees using sick leave shall contact their building principal or supervisor in the agreed-upon manner, except in exigent circumstances.

- 5.2 District secretaries who are assigned to substitute for an absent bargaining unit colleague shall be paid at a rate of the pay equal to the substituted employee's rate of pay if that is the highest rate between the two employees. The aggregate time shall not exceed 8 hours per day or 40 hours per week without prior supervisor approval.

Section 6 – Employee Safety

- 6.1 Employees shall not be required to perform invasive health procedures on students, such as catheters, feeding tubes, etc.
- 6.2 No employee shall be required to enter or remain alone in a building or to report to a building that has been deemed unfit for occupancy by students. Employees will suffer no loss of pay should the District choose not to assign them to other duties when they cannot enter their normal worksite.
- 6.3 Employees shall not be required to work under conditions deemed to be unsafe or to perform tasks which endanger their health, safety or well-being.

ARTICLE VI – GRIEVANCE PROCEDURES

Section 1 Procedure:

- 1.1 Grievances arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article. The definition of “day” or “days” shall be as set forth in Article I, section 1.6 of this agreement.

Section 2 Grievance Steps

- 2.1. Step One. Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within 30 days of the occurrence of the grievance, or the date when the event could reasonably have been known to be grievable, not to exceed 120 days, shall be invalid and subject to no further processing.
- 2.2 Step Two. If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:
- a. the facts on which the grievance is based
 - b. a reference to the provisions in the Agreement which have been allegedly violated; and
 - c. the remedy sought.
- The employee shall submit the written statement of grievance to the immediate supervisor within ten (10) days following the informal conference for reconsideration and shall submit a copy to the Superintendent. The parties will have ten (10) days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
- 2.3 Step Three. If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) days to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
- 2.4 Step Four. If no settlement has been reached within the ten (10) days referred to in the preceding paragraph, and the Association believes the grievance to be valid, a written statement of grievance may be submitted within ten (10) days to the District Board of Directors. The Board shall hear the grievance at its next regular meeting. After the Board's meeting, they will render their decision within ten (10) days. This step may be bypassed, and the grievance submitted for binding arbitration.

2.5. Step Five. If the Association is not satisfied with the disposition of the grievance by the Board within ten (10) days after receipt of same, or if no disposition has been made within the period above provided, the grievance may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition of the Board. Arbitrations will be conducted by a staff arbitrator of the Public Employment Relations Commission, pursuant to the rules and procedures of that organization. The decision of the arbitrator shall be final and binding upon both parties.

2.6. Arbitration Costs:

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator and for any neutral hearing room, if any, shall be shared equally by the parties.

2.7. Jurisdiction of the Arbitrator:

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The arbitrator shall rule exclusively as to the compliance or non-compliance of the Collective Bargaining Agreement and issue a remedy should he/she find non-compliance.

Section 3. Time Limits

3.1 The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term as soon thereafter as possible. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step of the grievance procedure.

Section 4. Grievance and Arbitration Hearings

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

Section 5. Continuity of Grievance.

5.1 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution, up to one year after the expiration of this Agreement.

Section 6. Grievance Sites

6.1 The grievance or arbitration shall take place whenever possible on school time and meetings at Steps 1, 2 and 3 will be held at a time and place convenient to both parties.

6.2 The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

Section 7. Grievance Files

- 7.1 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 8. Exclusive Remedy Clause:

- 8.1. Where more than one forum exists for a resolution of a dispute, the employee and/or the Association may only elect arbitration or another method to resolve the dispute.

ARTICLE VII – DURATION

- 1.1 This Agreement shall be in effect from September 1, 2021, through and including August 31, 2023
- 1.2 The parties agree to commence bargaining on a new Agreement Prior to the end of June of the year in which the contract expires.
- 1.3 This agreement will be reopened in relevant areas in the event that the State Legislature enacts changes that impact mandatory subjects of bargaining, the current provisions herein, or school district funding including any significant change to the average allocation beyond the inflationary adjustment during the term of this agreement. The purpose of such a reopener would be to consider and accommodate such legislative changes.

IN WITNESS WHEREOF, the Parties have set their hands this _____ day of _____, 2021

FOR THE ASSOCIATION

FOR THE DISTRICT

APPENDIX A
KIONA-BENTON CITY SECRETARIES ASSOCIATION
SALARY SCHEDULE 2021 - 2023

2021-22		PROBATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
OFFICE MANAGER		<u>\$17.87</u>	<u>\$19.85</u>	<u>\$21.06</u>	<u>\$22.26</u>	<u>\$23.44</u>	<u>\$24.63</u>
	SECRETARY	<u>\$16.38</u>	<u>\$18.22</u>	<u>\$19.30</u>	<u>\$20.40</u>	<u>\$21.49</u>	<u>\$22.56</u>
2022-23		PROBATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
OFFICE MANAGER		<u>\$19.30</u>	<u>\$21.43</u>	<u>\$22.75</u>	<u>\$24.04</u>	<u>\$25.31</u>	<u>\$26.60</u>
	SECRETARY	<u>\$17.69</u>	<u>\$19.67</u>	<u>\$20.84</u>	<u>\$22.03</u>	<u>\$23.21</u>	<u>\$24.37</u>

Employees from the bargaining unit supervising at Camp Wooten will receive a three-hundred-dollar (\$300) stipend to compensate them for additional duties which may be required during the session.

OFFICE MANAGERS	# Days	# Holidays	Total paid days
HIGH SCHOOL	200	10	210
MIDDLE SCHOOL	200	10	210
INTERMEDIATE	200	10	210
ELEMENTARY	202	10	212
MAINTENANCE/TRANSPORTATION	200	10	210
SPECIAL SERVICES	200	10	210

SECRETARIES	# Days	# Holidays	Total paid days
HIGH SCHOOL-BOOKKEEPER	195	10	205
HIGH SCHOOL-ATTENDANCE	185	10	195
MIDDLE SCHOOL-SUPPORT	185	10	195
ELEMENTARY-SUPPORT	193	10	203
FOOD SERVICES	185	10	195
TRANSLATION	190	10	200
MIGRANT/BILINGUAL	190	10	200