

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE DIERINGER SCHOOL DISTRICT NO. 343**

**and**

**THE DIERINGER CLASSIFIED PUBLIC EMPLOYEES  
ASSOCIATION/  
WASHINGTON EDUCATION ASSOCIATION**

**2016-2019**

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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 promote a uniform basis for implementing the right of public employees to join the Dieringer Classified Public Employees Association/Washington Education Association and to be represented by such organization in matters concerning their employment relations with the District; and

To set forth prescribed rights of the classified employees of the School District; and

To enable the classified employees more fully to participate in and contribute to the development of policies pertaining to wages, hours, and working conditions and other matters of mutual concern;

This Collective Bargaining Agreement is approved and ratified by the parties, effective September 1, 2016, through August 31, 2019.

## ARTICLE I - ADMINISTRATION

### Section 1.1 - Recognition

- 1.1.1 The District hereby recognizes the Dieringer Classified Public Employees Association/Washington Education Association/National Education Association as the exclusive bargaining representative for all classified employees in the bargaining unit described in Section 1.1.2.
- 1.1.2 The bargaining unit to which this Agreement is applicable is all full-time and regular part-time nonsupervisory classified employees of the Dieringer School District No. 343 in any of the job titles listed in Appendix A except confidential employees reporting to the superintendent in personnel and business functions and food service and day care supervisors.
- 1.1.3 The term "Association" when used hereinafter in the Agreement shall refer to the Dieringer Classified Public Employees Association/Washington Education Association/National Education Association.
- 1.1.4 The term "employee" when used hereinafter in the Agreement shall refer to all classified employees represented by the Association.
- 1.1.5 Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; words denoting number shall include both the singular and plural; and the word "day" shall mean the employee's working day.
- 1.1.6 In the event that the District assigns an employee to perform services regularly performed by an employee with a classification having a higher rate of pay for a minimum of one (1) week, the assigned employee shall be paid at the higher rate of classification while performing the work of said classification. In the event that the District assigns an employee to perform services regularly performed by a supervisory employee outside of the bargaining unit for a minimum of one (1) week, the employee will be paid \$.40 more per hour than their regular wage.
- 1.1.7 When the District determines that a position having a new job title is to be created, the District will initiate negotiations with the Association prior to posting the position. The District will cooperate with the Association by providing requested information about the new position including, to the extent available, details regarding the requirements for and the responsibilities of the position, which will enable the Association to develop a proposal for an appropriate salary range.
- 1.1.8 Copies of all job descriptions will be provided to the Association and to individual employees upon request. New employees will be provided a copy of

their job description within the first five (5) days of employment. When the District substantially changes the duties assigned to a position, the impact of such changes on salary schedule placement for the position will be negotiated with the Association. Such negotiations will take place within ten (10) days of the effective date of the changed position. Employees may make recommendations regarding changes to job descriptions to the Superintendent at any time.

### **Section 1.2 - Status of Agreement**

- 1.2.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- 1.2.2 All conditions of employment in the Contract shall be maintained at the current level of standards in effect in the District at the time this Agreement is signed.
- 1.2.3 Any past practices of employment pertaining to wages, hours, and conditions of employment shall continue in effect in the District at the time this Agreement is signed.
- 1.2.4 This Agreement may be reopened on any item(s) during the term of the Contract by mutual consent of the parties.
- 1.2.5 This Agreement will continue in effect consistent with RCW 41.56.123 as now or hereafter amended.

### **Section 1.3 - Conformity to Law**

- 1.3.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. 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 by a tribunal of competent jurisdiction, such provision or applications 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.
- 1.3.2 In the event a provision(s) is determined to be contrary to law as stated in 1.3.1, such provision shall be renegotiated. Negotiation shall commence within two (2) weeks after receipt of the written tribunal decision.
- 1.3.3 The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

### **Section 1.4 - Distribution of Agreement**

- 1.4.1 Following ratification signing of this Agreement, the District shall design, prepare the final copy, and publish this Agreement on the District website under "Employment/Classified." Upon request, an employee shall be given a printed copy of the agreement.
- 1.4.2 There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

### **Section 1.5 - Agreement/Administration/Interpretation**

Designated representatives of the Association and the District Administration shall meet monthly to discuss issues of mutual concern unless both parties mutually agree that a need does not exist for the meeting during any particular month.

## **ARTICLE II - BUSINESS**

### **Section 2.1 - Dues Deductions and Representation Fees**

- 2.1.1 All members of the bargaining unit shall, as a condition of employment, be a member of the Association or pay an amount equivalent to the dues of the Association after thirty (30) days of employment.
- 2.1.2 The District shall enforce this provision by deducting from the employee's salary, each pay period, the dues required of membership, or for non-members thereof, a fee equivalent to such dues. This provision safeguards the rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a nonreligious charity or to another charitable organization mutually agreed upon by the public employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.
- 2.1.3 The District shall transmit the dues to the treasurer of the Association each pay period. Dues will include local dues.

### **Section 2.2 - Rights of the Association**

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

- 2.2.2 The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mail to distribute Association materials.
- 2.2.3 The Association shall have the right to use school facilities for meetings and school equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.
- 2.2.4 Duly authorized representatives of the state and national levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.
- 2.2.5 Association representatives may, during working hours, without loss of time or pay, represent employees and investigate and present grievances to the District when meetings are scheduled during the workday. Three (3) members of the Association may be released from their duties, without loss of pay, for the purpose of negotiating the Collective Bargaining Agreement when bargaining sessions are mutually scheduled during the school day.
- 2.2.6 The District agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations; agendas and minutes of all School Board meetings; treasurer's reports; census and membership data; names and addresses of all employees; salaries paid thereto; and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.
- 2.2.7 The District shall grant six (6) days' leave to the President of the Association as requested during his/her term in office. The first four (4) days shall be leave with pay. The Association agrees to reimburse the District the cost of a substitute for the Association President for the two (2) days above the four (4).
- 2.2.8 The District will provide the Association President with the name, position and hours per week of all transfers within and new hires to the bargaining unit. This information will be provided within five (5) days of the employee's start date in the new position.
- 2.2.9 The employee work calendars for three years will be published on the District website and incorporated herein by reference. These calendars are based on the criteria in Appendix B. In the fall of the second of the three school years,

and each three years thereafter, a calendar task force of 3 community members selected by the District, 3 teachers selected by the DEA, 3 classified employees selected by the Association and 3 administrators selected by the District shall solicit input and review the criteria in Appendix B. The task force shall present a recommendation to the Board and Association to continue or amend the criteria in Appendix B.

This section shall reopen if the legislature changes the number of required school days or other work year requirements.

## **ARTICLE III - PERSONNEL**

### **Section 3.1 - Employment Procedures**

- 3.1.1 All work customarily performed by the District in its own facilities with its own employees shall continue to be performed by the District and its employees.
- 3.1.2 New employees shall serve a probationary period of sixty (60) working days during which time the employee may be discharged without just cause. Except in extenuating circumstances, the supervisor and employee shall confer no later than the 45<sup>th</sup> day of probation regarding current levels of performance. An employee experiencing performance difficulties may bring Association representation to such meeting. After completing this period, the employee shall be entitled to all seniority and other rights under this Agreement.
- 3.1.3 Seniority shall be defined as the length of service in the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one (1) individual employee has the same starting date of work, position on the seniority list shall be determined by board hire date, and if a tie remains, by flipping a coin.
- 3.1.4 All employees shall have a seniority date to reflect his/her most recent date of hire by the District. Seniority shall be lost by an employee upon termination or resignation.
- 3.1.5 The District shall prepare, maintain, and annually distribute the seniority list electronically to employees with district e-mail addresses. The Association building representatives shall share a hard copy of the list with employees without district e-mail. A copy will also be provided by the District to any employee upon request.
- 3.1.6 Any employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the District may be



employed at other work on a job that is operated by the District and which he/she can do without regard to any seniority provision in this Agreement.

- 3.1.7 A resigning employee shall be entitled to all accrued benefits.
- 3.1.8 Substitutes may be used to replace employees on leave or fill open positions that are posted but not yet filled. Substitutes may also be used for up to ten (10) working days before a position is posted.
- 3.1.9 Employees will be given an "Estimate of Wages" form by November 1 each year, or within forty (40) days of an employee's start date for newly-hired employees.

### **Section 3.2 - Due Process**

- 3.2.1 No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharged, nonrenewed, terminated, or other actions that would adversely affect the employee) without just and sufficient cause.
- 3.2.2 First of all, in the event a disciplinary action is to be taken, the employee shall be advised in writing of the right to representation under this provision of the Agreement prior to the action being taken.
- 3.2.3 Secondly, when a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, unless the employee has been given a reasonable period of time to arrange for such representation.
- 3.2.4 Thirdly, an employee shall be entitled to have present a representative of the Association during any disciplinary action or at any investigatory meeting that may lead to disciplinary action.
- 3.2.5 Further, the specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- 3.2.6 The District agrees to follow a policy of progressive discipline so any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action, which normally includes the following:
  - 3.2.6.1 verbal warning
  - 3.2.6.2 written reprimand
  - 3.2.6.3 with nonrenewal or discharge as a final and last resort.

This section shall not prevent an arbitrator from viewing the appropriateness of any particular disciplinary action based on all the circumstances.

- 3.2.7 Any complaint made against an employee will be promptly called to the attention of the employee. When charges of misconduct are made against an employee by any parent, student, or other person which results in an investigation; the principal will give written notice of the allegations to the employee within fifteen (15) working days of commencement of the investigation. Any investigation will include an opportunity for the employee to respond to all allegations lodged against him/her. When investigating such charges, the investigation materials and results will be maintained in the District files except in those instances when the employee is disciplined as a result of the investigation, then the letter of discipline will be placed in the personnel file. The employee will also be given written notice of the results of the investigation within fifteen (15) working days of completion of the investigation.
- 3.2.8 All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District.

### **Section 3.3 - Layoff and Recall**

- 3.3.1 In the event of layoff, the District shall provide written notice to all affected employees thirty (30) calendar days prior to layoff during the school year.
- 3.3.2 Layoff shall be defined as necessary reduction in the work force beyond the normal attrition. Prior to implementing a layoff, the District shall distribute a copy of the seniority list to all employees and provide at least five (5) working days for employees to submit corrections to the seniority rankings.
- 3.3.3 Step 1: In the event of layoff, the District shall first reduce or eliminate the hours of the least-senior employee(s) in the affected job title (as listed in Appendix A).

Step 2: An employee whose hours were eliminated or reduced by more than 1.5 hours per day may choose to bump a less-senior employee who is the least-senior employee with the same, or within 1.5 hours less, hours per day as the displaced employee in any job title with an equal or lower pay rate for which the displaced employee meets the minimum qualifications. (Functionally, start by excluding from the seniority list all employees in job titles with higher pay rates or minimum qualifications that the displaced employee does not meet. Then, start from the bottom of the seniority list and work up to the first employee with daily hours within 1.5 hours.)

Step 2a: If no less-senior employee has the same, or within 1.5 hours less, hours per day, the displaced employee may bump the least-senior employee with the closest number of hours per day as the displaced employee in any job title with an equal or lower pay rate for which the displaced employee meets the minimum qualifications. (Functionally,

start by excluding from the seniority list all employees in job titles with higher pay rates or minimum qualifications that the displaced employee does not meet. Then, start from the bottom of the seniority list and find the employee with the closest number of hours.)

Step 3: An employee who is bumped by a more-senior employee in accordance with the procedures above may choose to bump a less-senior employee who is the least-senior employee with the same, or within 1.5 hours less, hours per day as the displaced employee in any job title with an equal or lower pay rate for which the displaced employee meets the minimum qualifications. (Functionally, start by excluding from the seniority list all employees in job titles with higher pay rates or minimum qualifications that the displaced employee does not meet. Then, start from the bottom of the seniority list and work up to the first employee with daily hours within 1.5 hours).

Step 3a: If no less-senior employee has the same, or within 1.5 hours less, hours per day, the displaced employee may bump the least-senior employee with the closest number of hours per day as the displaced employee. (Functionally, start by excluding from the seniority list all employees in job titles with higher pay rates or minimum qualifications that the displaced employee does not meet. Then, start from the bottom of the seniority list and find the employee with the closest number of hours.)

Step 4: Step 3 will be repeated until there is no employee left to bump.

If more than one employee is subject to layoff at one time, these procedures shall be applied in order of seniority (most-senior employee is placed first).

3.3.4 A laid-off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

Laid-off employees may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group-rate premium for such benefits to the District, subject to carrier approval.

3.3.5 Laid-off employees shall remain in a recall pool for two (2) years. Employees shall be rehired from the layoff pool on the basis of seniority provided that the District determines that the employee is qualified for the job based on job description qualifications.

3.3.6 Notices of recall shall be sent by certified or registered 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 five (5) calendar

days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis until the recalled employee can report to work providing the employee reports within the five- (5) day period.

Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

- 3.3.7 Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

### **Section 3.4 - Employee Rights**

- 3.4.1 The District hereby agrees that employees shall have the rights freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental powers under color of law of the state of Washington, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitution of Washington and the United States; that it will not discriminate against any employee with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the District, of his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.4.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under applicable laws and regulations. These rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 3.4.3 The employees shall be entitled to full rights of citizenship. The private and personal life of any employee is not within the appropriate concern or attention of the District.
- 3.4.4 The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, or the presence of any disability as defined by state or federal law except as required in accordance with this Agreement or as otherwise provided by law.
- 3.4.5 Employees shall have a right to Association representation at any meeting pertaining to disciplinary action or an investigation that could lead to discipline.

(See Section 3.2) Employees also shall have the right, upon request, to a union representative at a meeting to place an employee on administrative leave or to address performance improvement necessary to avoid termination.

### **Section 3.5 - Personnel Files**

3.5.1 Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as written employment references leaving the District.

Upon request, a copy of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate, or other personnel file shall be kept anywhere. Anyone, at the employee's request, may be present in this review.

3.5.2 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 the employee's knowledge and opportunity to attach his/her own comments. Any such material shall be shown to the employee within five (5) days of placement in the personnel file.

3.5.3 Upon request by the employee, the Superintendent or his/her official designee shall sign to verify comments.

3.5.4 An employee may request that records of misconduct be removed from a personnel file three (3) years after the record was created. The decision of an administrator to grant or deny a request shall not be subject to the grievance procedure.

3.5.5 All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee in a manner befitting the professionalism of both parties.

### **Section 3.6 - Employee Protection**

3.6.1 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. 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 engaged in any supervisory capacity as designated by the Board or their representative. The limit of liability provided under this policy for school employees' personal property is \$500 per employee for each claim.

3.6.2 Any case of assault upon an employee shall be promptly reported to the Board or its designated representative.

- 3.6.3 No final action shall be taken upon any complaint by a parent of a student directed toward an employee prior to said complaint being discussed with the employee by the immediate supervisor. Upon request, the employee may have an Association representative present at this meeting. Such request shall not delay this meeting for more than two (2) days.
- 3.6.4 To the extent allowed by law, when an employee is assigned a student for individual supervision or instruction and that employee has a need to know, the District will make a good-faith effort to provide the employee with information about the student's special medical need or condition.
- 3.6.5 To the extent allowed by law, when an employee is assigned a student for individual supervision or instruction and that employee has a need to know, the District will make a good-faith effort to provide the employee with information about the student's behaviors that could present a safety problem.

### **Section 3.7 - Voluntary Transfers**

#### 3.7.1 Notification of Vacancies:

- (a) DATE - The Superintendent shall deliver to the Association President and post in all school buildings a list of the known vacancies which shall occur during the school year.
- (b) FILING REQUESTS - Employees who desire to transfer to another building or job may file a written statement of such desire with the Superintendent. Such statement shall include the job and school or schools to which he/she desires to be transferred, in order of preference.
- (c) POSTING - As soon as practicable, the Superintendent shall post in each school and deliver to the Association President all job vacancies for a minimum of five (5) working days with the minimum job requirements. During the summer, postings will be mailed to each employee who notifies the District office in writing of his or her interest in such positions prior to the last day of school. The posting will articulate job descriptions.
- (d) All existing employees who apply and meet the minimum qualifications will be granted an interview prior to filling the vacancy. Employees who are not selected after being interviewed will be notified by letter of the decision and rationale. Upon request, employees who are not selected for an interview will be notified why they did not meet the minimum qualifications.

### 3.7.2 Criteria for Assignment:

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the employee meets the minimum qualifications for the job, provided a vacancy exists. Minimum qualifications will be established by the District and identified in the job announcement, including minimum qualifications as measured by skill tests, if any. No such requests shall be denied arbitrarily, capriciously, or without basis in fact and shall be done in writing. If an employee's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the employee can be transferred or an adequate replacement for the employee cannot be obtained. If more than one applicant has applied for the same position, the employee with the most seniority shall receive the transfer provided, however, qualifications are substantially equivalent.

## **Section 3.8 - Involuntary Transfer**

### 3.8.1 Use of Voluntary Requests:

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position. If there are no volunteers, the least-senior employee with the job title shall be transferred when qualifications are substantially equivalent.

### 3.8.2 Meeting and Appeal:

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.

3.8.3 An employee being involuntarily transferred or reassigned shall retain the same rate of pay and the same number of hours per day as was held in the previous position for the duration of the school year in which the transfer was made or for twelve (12) calendar months, whichever is greater.

## **Section 3.9 - Miscellaneous Working Conditions**

3.9.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being as

defined by the safety committee of the School District and in accordance with the law.

- 3.9.2 The District shall provide adequate rest areas, lounges and restrooms, and parking space for employee use. Employees will be issued keys consistent with security needs.
- 3.9.3 The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work areas.
- 3.9.4 Employees may use reasonable measures with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator, or another student from attack, physical abuse or injury, or to prevent damage to District property.
- 3.9.5 No employee shall be required to dispense or administer medication unless in accordance with the most recently revised Washington State laws.
- 3.9.6 Employees will be paid at their hourly rate or overtime rate, as required by law, plus mileage and registration fees for workshops. The request for attendance at workshops must be approved by the Superintendent, or the principal, or program supervisor with budgetary authority. The District and Association shall each appoint three members to a joint committee on professional development to organize, plan and advertise professional development opportunities for bargaining unit members. The committee shall identify recommended minimum skill sets for paraeducators.
- 3.9.7 Employees shall be released for the purpose of inservice training, observing in other districts, etc., as approved by the Superintendent. The released time for this purpose must be job-assignment related. Upon request, employees denied release time will be provided the reasons for the denial in writing.
- 3.9.8 Employees attending training courses or inservice required by state law or by District policy as a condition of employment will be paid by the District at the employee's regular hourly rate of pay, or at the overtime rate if applicable, for all time in attendance, plus any fees or tuition. Travel time and reasonable, actual expenses incurred (travel, food, lodging) shall be paid by the District pursuant to the procedures in Board policy. Meal reimbursement will be made only when travelling overnight.
- 3.9.9 Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses incurred for training-course fees and tuition will be paid by the District.



- 3.9.10 The District shall reimburse employees for the cost of all fees, certificates, and health tests that are necessary for the employee to retain his/her position.
- 3.9.11 Building leadership teams shall include Association members in their composition. Such teams shall consider the training and professional growth needs of paraprofessionals and office staff when planning school improvement activities during non-student time.
- 3.9.12 Buildings will organize regular communication and collaboration meetings (e.g., a monthly meeting during ACE time) that include special education paraeducators to discuss the specific needs and programs of high needs students. Buildings will try to schedule these meetings in a way that accommodates the schedules of itinerant certificated staff. Such meetings are a good opportunity to identify training and cross-training needs for paraeducators in these programs. Such training could be scheduled and offered on non-student days and times such as summer institutes, waiver days, conference days, and ACE days (e.g., lifting, de-escalation, or seizure disorder training). The parties encourage the inclusion of substitutes who work with high needs special education students in such trainings on a voluntary basis.

### **Section 3.10 - Hours of Work and Overtime**

- 3.10.1 The normal work year for school-term employees shall be approximately one hundred eighty (180) days, September to June. The normal work year for all other employees shall be twelve (12) months, September 1 through August 31. Employees will be given a written notice prior to the end of the school year whether there is a reasonable assurance of being rehired for the following school year for the purpose of qualifying/disqualifying the employee for unemployment compensation. On or prior to the first day that students report to school, employees will be given a written notice of their tentative hours and assignment for the coming school year. This tentative notice shall not be construed as a guarantee of a specific number of hours or assignment for the school year.
- 3.10.2 The normal work week for all employees is Monday through Friday.
- 3.10.3 Each employee shall be assigned to a definite shift with designated beginning and ending times.
- 3.10.4 Each shift of more than five (5) hours per day shall include a thirty- (30) minute, duty-free lunch period without pay. An employee may decline a lunch period for a shift between five and six hours per day. Employees working at least four (4) hours but less than six (6) hours per day shall receive one fifteen- (15) minute paid rest period at the option of the employee. Employees working at least six (6) hours per day shall receive two fifteen (15) minute paid rest periods at the option of the employee.

- 3.10.5 Overtime shall be divided among employees within each job title as reflected in Appendix A. Overtime shall first be offered to the employee who is qualified to do the activity having the greatest job-title seniority. If all employees within the affected job title refuse the overtime following a second offer, the least-senior employee who is qualified to perform the work may then be required by the employer to perform the overtime work. All overtime must have prior approval of the employee's administrative supervisor. If the employee is called back to work after having left a District work site at the end of the shift, the employee shall be entitled to a minimum of two (2) hours' pay.
- 3.10.6 All hours worked in excess of forty (40) hours a week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly pay.
- 3.10.7 Employees shall not work outside their regular work schedules without prior written authorization from an administrative supervisor. If authorized, an employee may request compensatory time in lieu of additional pay. If approved by the employee's administrative supervisor, such authorization and the dates and times the compensatory time will be taken shall be promptly documented in writing prior to working beyond the regular work schedule. All compensatory time must be taken within the same fiscal year or it will be cashed out. Compensatory time will accrue at the same rate as if the time were paid (e.g. hour for hour for work up to forty (40) hours in a week, and one and one-half (1 1/2) hours for each hour of work in excess of forty (40) hours in a week.
- 3.10.8 On the early release day before Thanksgiving, each employee has four options: (1) the employee and his or her administrative supervisor may make a prior agreement to schedule compensatory time on such early-release days under the conditions described in Section 3.10.7 above; (2) the employee may work his or her regular schedule if the employee and supervisor have a prior agreement that work is available; (3) the employee may take unpaid leave (as an exception to the usual practice); or (4) the employee may use personal leave for the portion of the day that students are released.
- 3.10.9 When schools are closed early, employees in the bargaining unit shall be permitted to leave immediately after students are dismissed with a minimum of three (3) hours' pay or the employee's shift, whichever is less. If school is closed for inclement weather or other emergencies, employees are to be notified by phone or by radio by 6:20 a.m. If an employee is not notified by the aforementioned time and arrives at school, he/she will be paid for a minimum of three (3) hours' work or the employee's shift, whichever is less. When a late start (as on a snow day) is unanticipated, employees shall be allowed to reschedule the hours lost at a time mutually agreed upon by the employee and the employee's supervisor if work is available as determined by the administrative supervisor. If work is not available, the employee has the option

of using compensatory time, personal leave, emergency leave (sick leave), or unpaid leave (as an exception to the usual practice).

- 3.10.10 If schools are closed because of an emergency and the District is granted a waiver so that the school day is not rescheduled later in the year, the District and Association shall negotiate the impact on the length of each employee's work year.
- 3.10.11 Except for a reduction in hours across an entire classification, an employee's scheduled hours per day may be reduced by up to one and one-half (1 1/2) hours without the necessity of following the procedures in Section 3.3.3 of this Article. An employee's hours may be increased by up to one and one-half (1 1/2) hours without the necessity of posting the additional hours as a new position. In no case shall a reduction in hours take place until the District gives the employee at least ten (10) days' notice of the change. When the District intends to increase or reduce an employee's hours, it will advise the Association.
- 3.10.12 The District will work to ensure that employees directly involved in student instruction will be provided with an appropriate amount of paid planning/preparation time as determined by the employee's administrative supervisor. The District will not be obligated to increase an employee's hours in order to provide this time. There shall be no assumption that all or any particular employee needs planning time. Employees will not be requested to plan or prepare on their own time. Employees who believe they have more work than can be accomplished in their current shift shall first discuss the work with the teachers in special programs or administrators with whom they work. If expectations or schedules cannot be re-arranged, the employee shall approach the building administrator for additional options or a lengthening of the work shift.
- 3.10.13 Employees who are assigned to specific students shall have the option to continue working their regular schedule at their current rate of pay during the intermittent day-to-day absences of the student. If the student is absent for more than five consecutive days, the employee shall have the option to continue working in another assigned bargaining unit position at the rate of pay for that position.
- 3.10.14 When an employee's work hours are reduced, an administrator shall consult with the employee and other impacted staff to identify and communicate to the employee the work that will no longer be expected and performed. The Association shall bring concerns regarding inappropriate expectations or poor communication to the District in the regular labor-management meetings.

### **Section 3.11 - Holidays/Bonus Days**

3.11.1 All employees shall receive the following paid holidays which fall within their work year:

- (1) New Year's Day
- (2) Martin Luther King Jr. Day
- (3) Presidents' Day
- (4) Memorial Day
- (5) Fourth of July
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving Day
- (10) Day before Christmas
- (11) Christmas Day
- (12) New Year's Eve

Employees will be paid the rate of pay and hours per day on their current Estimate of Wages sheet, except that, those employees who fall under Article I, Section 1.1.6, shall be paid at the higher rate and hours per day if the holiday falls within the period of that assignment.

3.11.2 Unworked Holidays:

To be eligible to receive pay for an unworked holiday, an employee must be at work on either the first school business day prior to the holiday or the first school business day after the holiday. An exception to this requirement will occur if the employee is on compensated leave (except personal leave) on either of these days. Personal leave may be used on only one of these days. "School business day" shall mean any day for which the office of the Superintendent of the District is open for business.

3.11.3 Worked Holidays:

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday plus twice their base rate of all hours worked on such holidays.

### **Section 3.12 - Salaries and Salary Payment**

3.12.1 Salaries for employees subject to this Agreement during the term of the Agreement are contained in Appendix A attached hereto and by this reference incorporated herein. 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.

- 3.12.2 If the state provides the District with classified salary increases (COLA) for the 2017-18 and 2018-19 school years, then this salary schedule will be adjusted by the state-funded percentage beginning with the month said state funding increases, if any, take effect. If the state provides raises differently than in the past so that a percentage raise is not identified, then the parties agree to reopen this Contract to negotiate those funds which are provided and are specifically intended for salary raises. Otherwise a percentage raise, if provided, will be passed through per Salary Schedule language.
- 3.12.3 Increment steps shall take effect on September 1 of each year during the term of this Agreement. An employee shall receive increment credit and advancement for a year of experience when the employee has started service for the position on or before February 1 of that school year.
- 3.12.4 Each classified employee new to the District will be granted credit for previous work experience in the same type of job. An employee must apply for previous work experience during the first year of employment to receive said credit. Years of experience will be calculated by adding up all of the employee's months of previous service in the same type of job, dividing by 12, and rounding to the nearest whole year. Service in schools that spans the summer months shall count as continuous service over the those months. Employees who transfer into a bargaining unit position from another position in the District will be granted credit for all years of service with the District for the purpose of salary placement, vacation accrual, and any other monetary benefit that is related to years of service.
- 3.12.5 Checks shall be directly deposited into an employee's bank account on the last business day of each month.
- 3.12.6 All compensation owed to an employee who is leaving the District shall, upon request, be paid at the next subsequent payroll date.
- 3.12.7 All employees will be paid on a twelve- (12) month basis.
- 3.12.8 Each employee who meets the state's para-educator core competencies shall be entitled to a stipend in the amount of \$300 each year payable upon submission of the verification form. Competency will be verified by the employee's administrative supervisor and may be demonstrated by completion of classes which relate to the competencies (as preapproved by the employee's administrative supervisor), by interview, or by direct observation. After initial verification, competency may be maintained in future years by completion of eight (8) hours of approved professional training related to the core competencies during the previous twelve (12) months.
- 3.12.9 The District shall pay the test administration fee of the ETS Paraprofessional Assessment for paraeducators who must take this test to retain their position

under the “highly qualified” requirements of federal law. The paraeducator core competency stipend provided in Section 3.12.8 above shall be increased by \$100 for paraeducator in positions with a “highly qualified” requirement under federal law.

- 3.12.10 Each employee who meets the District’s technology core competencies shall be entitled to a stipend in the amount of \$300 each year payable upon submission of the verification form. Competency will be verified by the District and may be demonstrated by completion of classes which relate to the competencies (as preapproved by the employee’s administrative supervisor), by interview, or by direct observation. After initial verification, competency may be maintained in future years by completion of eight (8) hours of professional training related to the core competencies during the previous twelve (12) months.
- 3.12.11 After initial verification of both competencies in 3.12.8 and 3.12.10, employees may combine hours in technology or paraeducator core competencies to earn each \$300 continued competency stipend in 3.12.8 and 3.12.10 (i.e. a \$300 stipend for eight (8) hours of technology and/or paraeducator professional training, or \$600 for sixteen (16) hours of technology and/or paraeducator professional training). The training must be related to the employee’s current position or a school-based improvement plan or goal.

### **Section 3.13 - Transportation Reimbursement**

When acting in accordance with assigned duties or when required to travel in his/her own private vehicle, an employee shall be reimbursed for such travel at the IRS rate per mile or be provided with a School District vehicle.

### **Section 3.14 - Insurance Benefits**

- 3.14.1 Only employees working four (4) hours or more per day on a regularly scheduled basis shall be eligible for the District’s contribution toward insurance premiums.
- 3.14.2 The District shall provide the state-funded amount per month per employee, unless exempted above, toward the payment of insurance premiums based on 1,440 hours per year. The District shall pay the cost of the retiree subsidy. This amount is for all employees employed for at least 1,440 hours per year; employees employed less than 1,440 hours per year shall be allowed a prorated portion. If state law changes regarding insurance benefits or the retiree subsidy, then those changes to state law shall be bargained by the parties in order to reach compliance with state law.
- 3.14.3 From the dollar amount available to each employee, first shall be deducted the cost of the District’s dental, vision, life and long-term disability insurance plans with the remaining monies available for application to one of the medical

insurance programs. All eligible employees are required to participate in the dental, vision, life and long-term disability insurance plans; medical plan participation is optional.

- 3.14.4 To gain maximum utilization of the maximum allowable state insurance provided by law for employees covered by this Agreement, the District agrees that it will contribute the maximum allowable and it shall be applied on a fair-share basis for those who do not generate sufficient monies to cover the full cost of medical coverage prior to the end of the first contract year. The intent of the parties is to provide the maximum allowable by law insurance monies to the employee to be distributed among members of the bargaining unit. The District shall add \$35,000 for 2016-17 to the annual pool of insurance dollars available to the bargaining unit. This addition to the pool shall be continued and adjusted each year by the percentage increase or decrease in the monthly benefit allocation in the state budget.

The insurance plans available to employees shall be mutually agreed upon by the parties prior to the start of each school year.

- 3.14.5 Dental will be deducted first, vision deducted second, life insurance third, long-term disability insurance fourth and then the employee may select one (1) medical plan with the balance applied to the insurance pool. This is based on the employee's FTE-generated insurance monies as described in 3.14.2.
- 3.14.6 EAP Services are available to all employees and their family members in the following areas:

- Stress management
- Parenting concerns
- Financial worries
- Alcohol/drug abuse
- Family problems
- Marital problems
- Depression

Said cost to be paid by the District.

### **Section 3.15 - Leaves**

- 3.15.1 Sick Leave:

At the beginning of each work year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, emergency, poor health, maternity, quarantine, or other disability. Sick leave may also be used to care for a child

of the employee who is under the age of eighteen (18) with a health condition that requires treatment or supervision as defined by state law. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of 180 days.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at the ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may cash in up to twelve (12) days per year by February 28 of each school year if notification is given by January 30 or cash in the entire accumulation at retirement or death (or separation from service with the minimum years of experience provided in statute). For the duration of this agreement, in lieu of cash out, the equivalent funds shall be deposited in a VEBA health care account.

Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner: for absences due to job-related injuries which qualify for Industrial Accident and Workmen's Compensation coverage, a prorated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed, the employee's normal salary.

An employee who is unable to perform their duties because of personal illness, maternity, or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave under Section 3.15.7.

Employees who work more than 180 days are allowed to accumulate sick leave according to the length of their work year (i.e., 240-day employees are allowed to accumulate 240 days of sick leave).

### 3.15.2 Family Illness and Bereavement Leave:

Any employee who works at least 4 hours per day on a regularly scheduled basis for at least one year shall qualify for Family and Medical Leave under the other federal and state rules applicable to such leave. The District shall allow up to five (5) days of paid leave, in addition to sick leave, for family members with a serious health condition qualifying for FMLA. Unused leave under this section shall not accumulate from year to year.

The District shall allow each staff member a maximum of eight (8) days' leave for each death of a husband, wife, mother, father, son, daughter, sister, brother, mother-in-law, or father-in-law. A maximum of eight (8) days' leave shall be allowed for each death of son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter, grandson, or significant others. Up to one (1) day of leave shall be allowed for each death of a personal friend in order to attend a funeral. Concurrent deaths shall be treated as a single occurrence with respect to the length of leave granted.



Family illness and bereavement leave shall not be deducted from sick leave. Payment for leaves under this provision shall be in accordance with the employee's regular rate of pay and the regular number of hours worked per shift.

### 3.15.3 Maternity and Childrearing Leave:

An employee requesting maternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. 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, shall inform the employer of the specific day when she will return to work.

In the event sick leave has been exhausted, then the employee shall be granted a leave of absence as stated under the sick leave provision.

An employee shall be allowed up to one (1) year of unpaid leave for the purpose of childrearing a natural or adopted child under one (1) year of age. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

An employee may use up to six (6) weeks of accrued sick leave for purposes that qualify for parental leave (birth or adoption) under the state or federal family and medical leave laws.

### 3.15.4 Jury Duty and Subpoena Leave:

Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received. 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. Any transportation, meal, or lodging expense reimbursement shall be retained by the employee.

### 3.15.5 Military Leave:

Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits 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.

### 3.15.6 Personal Leave:

Every employee shall have three (3) personal leave days with pay per year. The applicant for such shall not be required to state the reason for taking such leave. No more than three (3) employees in the bargaining unit may schedule this leave on the same day to extend a three- (3) day weekend, holiday or vacation period and employees shall schedule such days on a first-come, first-served basis through the Association President, although an employee may not schedule a personal leave day to extend the same three-day weekend, holiday or vacation period the following year until two months prior to such day. An employee may not use more than one (1) personal leave day per year to extend a three-day weekend, holiday or vacation period. An exception for scheduling a personal leave day to extend a three-day weekend, holiday or vacation period may be granted by the Superintendent for cases in which advance planning was not possible.

Employees who do not use their personal leave days during the school year (including June and July for employees who work in July) will be entitled to each unused personal leave day (or in August for any employees who are expected to work in July).

An employee who has completed ten (10) years of service to the District shall be allowed to take two (2) additional unpaid personal leave days after exhausting the two (2) paid personal leave days described above and the one (1) personal business day deducted from sick leave described in Section 3.15.1. Such leave may not be scheduled to extend a three- (3) day weekend or vacation period except with the express permission of the Superintendent. To be eligible for this opportunity, the employee must a) have been absent from work less than seven (7) days in the twelve (12) months preceding the request, b) make the request at least two (2) weeks in advance, c) not have used this opportunity in the preceding five (5) years, and d) not currently be on a plan of assistance under Section 3.16.3. No more than two (2) employees in the bargaining unit may schedule this leave for the same day and employees shall schedule such days on a first-come, first-served basis.

Employees working total daily hours of two and one-half (2½) or less, and who have exhausted their three (3) personal days may apply for unpaid leave to their immediate supervisor. Such unpaid leave must be pre-approved by the supervisor and the superintendent.

### 3.15.7 Other Leaves:

Leaves of absence up to one (1) year without pay may be granted employees for the purpose of personal disability, study, travel, recuperation, childrearing, adoption, working in a professionally related field, or Association or Association-related business. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District provided

the employee gives notice to the District of his or her intent to return for the following school year prior to April 15.

Upon request by the employee, such leave shall be renewed for up to one (1) additional year.

3.15.8 The District will provide family and medical leave in accordance with state and federal law and will allow employees to use their accrued sick leave to care for an ill child in accordance with state law.

3.15.9 Sick Leave Sharing: The District shall offer a shared leave program in accordance with state law and regulations. Details are available in Board Policy 5406.

### **Section 3.16 - Employee Evaluation**

3.16.1 All employees will be evaluated in writing by an administrative supervisor prior to May 1 using the form attached to this Agreement as Appendix B. The administrative supervisor will include input from teachers and others who work with the employee. Any ratings that are "Needs Improvement" or "Minimum Requirements" shall be accompanied by comments explaining the rating.

3.16.2 In the event an employee's work performance is unsatisfactory, he/she will be notified in writing prior to January 31 of each school year.

3.16.3 In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee will be given a reasonable amount of time to implement the recommendation(s).

The District will provide a specific plan of assistance to help implement the remedial plan.

Reports: Evaluation reports shall be presented to each employee by his/her immediate supervisor in accordance with the following procedures:

- a. Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by the immediate supervisor.
- b. Such reports shall be addressed to the employee.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
  - (1) Strengths of the employee.
  - (2) Weaknesses of the employee.
  - (3) Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

Any employee who receives an unsatisfactory evaluation will be reevaluated in writing within thirty (30) days.

- 3.16.4 Any employee who has received satisfactory evaluations in the District for at least three (3) years may be evaluated using a professional growth model in which the employee and administrative supervisor shall set professional growth goals. Such goals, the activities to support achievement of such goals, and how progress toward the goals will be measured shall be agreed upon by the employee and administrative supervisor prior to October 15. Such goals may include the input of non-administrative supervisors with whom the employee works. The employee and administrative supervisor shall meet prior to May 31 to review the employee's progress on meeting such goals. The employee shall be evaluated using the forms and process in Section 3.16.1 in any year in which (a) the employee or administrative supervisor requests a traditional evaluation; or (b) the employee's duties or assignment have substantially changed.

## **ARTICLE IV - GRIEVANCE PROCEDURES**

### **Section 4.1 - Definitions**

- 4.1.1 A "grievant" shall mean an employee or group of employees or the Association filing a grievance.
- 4.1.2 A "grievance" shall mean a claim by a grievant regarding a dispute, or disagreement, or application of the terms of this Agreement.
- 4.1.3 A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4.1.4 "Days" shall mean employment days, except as otherwise indicated; if the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of procedure.

### **Section 4.2 - Rights to Representation**

- 4.2.1 The Board shall recognize grievance representatives upon their identification by the Association. At least one (1) Association representative shall be present for any meetings, hearings, or appeals, or other proceeding relating to a grievance which has been formally presented.
- 4.2.2 If, in the judgement of the Association, a grievance affects a group of employees or the Association; the Association may initiate and submit such

grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the procedure even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Step II.

- 4.2.3 In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.
- 4.2.4 The Association, on its own, may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Contract.
- 4.2.5 Upon mutual agreement, any grievance can be submitted directly to the Superintendent.

### **Section 4.3 - Individual Rights**

- 4.3.1 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.
- 4.3.2 A grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

### **Section 4.4 - Procedure**

- 4.4.1 Step I. The parties of interest acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Within twenty-five (25) working days following knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

- 4.4.2 Step II. If the grievant is not satisfied with the disposition of his/her grievance at Level I or if no decision has been rendered within the timelines stated above, then the grievance may be referred to the Superintendent or his/her official designee within five (5) days. The Superintendent shall arrange for a hearing with the grievant and/or the Association to take place within five (5) days of his/her receipt of the appeal. The parties of interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision together with the reasons for the decision to the Association.
- 4.4.3 Step III - Binding Arbitration. If the grievant is not satisfied with the disposition of his/her grievance at Level II or if no decision has been rendered within five (5) days after he/she has first met with the Superintendent, he/she may within five (5) days after a decision by the Superintendent or ten (10) days after he/she has first met with the Superintendent, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation of this Agreement, it may, by written notice to the Superintendent, within fifteen (15) days after receipt of the request for the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten- (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the voluntary rules and procedures of the American Arbitration Association

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Level II meetings.

The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which required the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

#### **Section 4.5 - Exceptions to Time Limits**

When a grievance is submitted on or before June 1, the time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

#### **Section 4.6 - No Reprisals**

No reprisals of any kind will be taken by the Board or the School Administration against any employee because of his/her participation in this grievance procedure.

#### **Section 4.7 - Cooperation of Board and Administration**

The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance.

#### **Section 4.8 - Release Time**

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

#### **Section 4.9 - Personnel Files**

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

#### **Section 4.10 - Grievance Forms**

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board and the Association.

### **ARTICLE V - DURATION AND REOPENER**

This Agreement shall be in effect from September 1, 2016, to August 31, 2019. The parties agree to commence bargaining a new Agreement prior to the expiration date as stated above.

FOR THE DISTRICT

FOR THE ASSOCIATION

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

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Co-President



**Dieringer School District #343  
DCPEA Salary Schedule  
2017-2018**

<b>Job Titles</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-9 Years</b>	<b>10-12 Years</b>	<b>13-15 Years</b>	<b>16-18 Years</b>	<b>19+ Years</b>
<b>Cook's Helper</b>	\$14.59	\$15.42	\$15.63	\$16.55	\$17.56	\$17.98	\$18.38
<b>Cook</b>	\$16.65	\$17.63	\$17.90	\$19.06	\$20.31	\$20.81	\$21.31
<b>Paraeducator</b>	\$16.65	\$17.63	\$17.90	\$19.06	\$20.31	\$20.81	\$21.31
<b>Health Technician</b>	\$18.74	\$19.85	\$20.13	\$21.40	\$22.80	\$23.37	\$23.94
<b>Elementary Office Assistant</b>	\$18.74	\$19.85	\$20.13	\$21.40	\$22.80	\$23.37	\$23.94
<b>Library Technician</b>	\$18.74	\$19.85	\$20.13	\$21.40	\$22.80	\$23.37	\$23.94
<b>Middle School Secretary</b>	\$19.11	\$20.25	\$20.52	\$21.80	\$23.18	\$23.77	\$24.35
<b>Computer Lab/Data Manager</b>	\$19.11	\$20.25	\$20.52	\$21.80	\$23.18	\$23.77	\$24.35
<b>Interpreter-Tutor</b>	\$20.60	\$21.68	\$21.99	\$23.19	\$24.71	\$25.33	\$25.93
<b>COTA</b>	\$20.60	\$21.68	\$21.99	\$23.19	\$24.71	\$25.33	\$25.93
<b>LPN</b>	\$20.60	\$21.68	\$21.99	\$23.19	\$24.71	\$25.33	\$25.93
<b>PTA</b>	\$20.60	\$21.68	\$21.99	\$23.19	\$24.71	\$25.33	\$25.93
<b>Elementary Office Manager</b>	\$20.96	\$22.23	\$22.51	\$23.88	\$25.39	\$26.04	\$26.66
<b>Middle School Office Manager</b>	\$20.96	\$22.23	\$22.51	\$23.88	\$25.39	\$26.04	\$26.66

Appendix A

**Dieringer School District #343  
DCPEA Salary Schedule  
2016-2019**

<b>Job Titles</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-9 Years</b>	<b>10-12 Years</b>	<b>13-15 Years</b>	<b>16-18 Years</b>	<b>19+ Years</b>
<b>Cook's Helper</b>	\$14.26	\$15.07	\$15.28	\$16.18	\$17.17	\$17.58	\$17.97
<b>Cook</b>	\$16.28	\$17.23	\$17.50	\$18.63	\$19.85	\$20.34	\$20.83
<b>Paraeducator</b>	\$16.28	\$17.23	\$17.50	\$18.63	\$19.85	\$20.34	\$20.83
<b>Health Technician</b>	\$18.32	\$19.40	\$19.68	\$20.92	\$22.29	\$22.84	\$23.40
<b>Elementary Office Assistant</b>	\$18.32	\$19.40	\$19.68	\$20.92	\$22.29	\$22.84	\$23.40
<b>Library Technician</b>	\$18.32	\$19.40	\$19.68	\$20.92	\$22.29	\$22.84	\$23.40
<b>Middle School Secretary</b>	\$18.68	\$19.79	\$20.06	\$21.31	\$22.66	\$23.24	\$23.80
<b>Technology Supp. Specialist</b>	\$18.68	\$19.79	\$20.06	\$21.31	\$22.66	\$23.24	\$23.80
<b>Interpreter-Tutor</b>	\$20.14	\$21.19	\$21.50	\$22.67	\$24.15	\$24.76	\$25.35
<b>COTA</b>	\$20.14	\$21.19	\$21.50	\$22.67	\$24.15	\$24.76	\$25.35
<b>LPN</b>	\$20.14	\$21.19	\$21.50	\$22.67	\$24.15	\$24.76	\$25.35
<b>PTA</b>	\$20.14	\$21.19	\$21.50	\$22.67	\$24.15	\$24.76	\$25.35
<b>Elementary Office Manager</b>	\$20.49	\$21.73	\$22.00	\$23.34	\$24.82	\$25.45	\$26.06
<b>Middle School Office Manager</b>	\$20.49	\$21.73	\$22.00	\$23.34	\$24.82	\$25.45	\$26.06

## Appendix B

The employee work calendar for each school year shall be constructed in accordance with the following:

- (a) The school year shall begin on the Tuesday following Labor Day and contain 180 school days.
- (b) The school year shall contain the following holiday breaks/non-work days:
  - (i) Veterans Day;
  - (ii) Thanksgiving Day and the day after Thanksgiving Day;
  - (iii) Martin Luther King Jr. Day;
  - (iv) Memorial Day.
- (c) Winter Break (10 consecutive weekdays beginning on the Monday before Christmas if Christmas is on a Wednesday through Saturday or 9 consecutive weekdays beginning on the Thursday before Christmas if Christmas is on a Sunday, Monday or Tuesday);
- (d) Mid-Winter Break (5 consecutive weekdays beginning on Presidents Day);
- (e) Spring Break (5 consecutive weekdays beginning on the Monday 7 weeks after Presidents Day);
- (f) Make-up days for school days cancelled due to inclement weather will be scheduled on the weekdays following the last scheduled day of school;
- (g) On the Wednesday before Thanksgiving students shall be scheduled for a three-hour school day; and
- (h) On the last day of school, students shall be scheduled for a three-hour school day.

## Memorandum of Understanding

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Understanding (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
  
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
  - (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
  - (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2016 state employee benefits year; and
  - (c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made jointly by the District and Association.
  
3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 1% of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling. No contribution to an HSA shall be made from the employer insurance allocation.
  
4. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.
  
5. This MOU shall be effective for the 2016-17 school year. The parties shall meet prior to May 1, 2017, to discuss whether to renew or amend this MOU for another year.

District

Association

Date

Date