

WEST VALLEY EDUCATIONAL SECRETARIES ASSOCIATION

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WEST VALLEY EDUCATIONAL SECRETARIES ASSOCIATION

and

WEST VALLEY SCHOOL DISTRICT No. 208

PREAMBLE

- A. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
- B. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
- C. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
- D. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
- E. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of RCW 41.56, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.
- F. This Agreement is made and entered into between District and the Association.
- G. In accordance with the provisions of RCW 41.56 and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I - ADMINISTRATION

SECTION 1 - DEFINITIONS

- A. *Association/WVESA* shall mean the West Valley Educational Secretaries Association/ESP/WEA/NEA.
- B. *District/Board* shall mean the West Valley School District No. 208, County of Yakima, Washington.
- C. *Agreement* shall mean the Collective Bargaining Agreement signed by the District and the Association.
- D. *Parties* shall mean the District and the Association.
- E. *Employee* shall mean a member of the bargaining unit represented by the Association.
- F. *Day* shall mean employee work days, except as otherwise defined.
- G. *Seniority* shall be defined as the length of service as an employee and shall begin on the employee's first working day as a regular employee. In the event that more than one employee has the same starting date of work, position on the seniority list shall be determined by lot.

SECTION 2 – RECOGNITION

- A. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit, and the Association recognizes the responsibility of representing the interests of all such employees.
- B. The bargaining unit to which this Agreement is applicable shall consist of all substitute, temporary, and regular part time and full time classified employees in the following general job classifications: Head Secondary Secretary, ASB Secretary, Head Elementary Secretary, Elementary Secretary, Registrar/Counseling Secretary, Attendance Secretary, Child Nutrition Secretary, Transportation Secretary, Special Services Secretary, State/Federal Programs Secretary, CTE Secretary, Attendance/ASB Secretary (Freshman Campus), Jr. High ASB/Counseling Secretary, Registrar Secretary (WVVA/**Open Doors**), Facilities Secretary, and any other newly created position with secretarial duties, excluding supervisors and confidential employees and all classified employees assigned to the Superintendent, Assistant Superintendent, Human Resources, and Business offices.
- C. A temporary employee is one who is hired for a specific purpose and a specific length of time not to exceed sixty (60) days. Temporary employees shall be included in the bargaining unit; however, the only provision of this collective bargaining agreement that applies to a temporary employee is the salary schedule. Any extension of the length of hire must be by mutual agreement of the Association and the District.
- D. A substitute employee is one who is employed on an intermittent basis to fill a position usually occupied by a regular employee during that employee's absence. Substitute employees employed for more than twenty (20) consecutive days or thirty (30) total days in a given school year shall be included in the bargaining unit, however, the only provision of this collective bargaining agreement that applies to a substitute employee is the salary schedule **and insurance**.

SECTION 3 - STATUS OF AGREEMENT

- A. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties. Specific provisions of this Agreement may be opened for renegotiation during its term by mutual agreement only. In the event that school opens prior to conclusion of negotiations, it is agreed that salary increases shall be retroactive.
- B. Any individual agreement between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual agreement contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from current individual salaries and economic benefits under existing rules, regulations, policies, resolutions, agreements and practices of the District in effect prior to the effective date of this Agreement.
- D. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms. All amendments to this Agreement must be signed and ratified by both parties to be valid.

SECTION 4 - PRINTING/DISTRIBUTION

Within a reasonable time both chief negotiators shall prepare and draft a copy of this Agreement and proofread the same. The Association shall provide the District with a copy prior to printing. Following the ratification and signing of this Agreement by the parties, the District will post a copy of the ratified agreement on the District's website. The Association may, at its own expense print copies of this Agreement for each employee. The Association will be responsible for explaining the terms of the Agreement and for distributing a copy to each employee.

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 5 - CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of 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 application shall have effect only to the extent permitted by law; and all other provisions or applications of the Agreement shall continue in full force and effect. In the event a provision is determined to be contrary to law as stated above, such provision shall be re-negotiated upon the demand of either party.

SECTION 6 - NON-DISCRIMINATION

The parties assure that they will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of **sex**, race, color, religion, creed, national origin, age, sexual orientation, gender expression or identity, veteran or military status, disability or the use of a trained guide dog or service animal **and provides equal access to the Boy Scouts and other designated youth groups**. This is in accordance with the Washington Law against Discrimination (RCW 49.60), Title VI of the 1964 Civil Right Act;

SECTION 504 of the Rehabilitation Act, 1973, as amended; Americans With Disabilities Act, July 26, 1990, P.L. 101-336, and Title IX/RCW 28A.640 of the Education Amendments of 1972, as amended.

ARTICLE II - BUSINESS

SECTION 1 - DISTRICT RIGHTS AND RESPONSIBILITIES

It is understood and agreed that with the exception of the expressed provisions of the Collective Bargaining Agreement, the Board retains all right and responsibilities that have been granted or imposed on it by law, practice, custom, or rules and regulations of federal, state, county, and all other regulatory agencies.

SECTION 2 - ASSOCIATION RIGHTS

- A. The Association has the exclusive right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of labor relations matters and practices which are within the authority of the District and which are applicable to all employees within the bargaining unit. This shall include the right to enter into collective bargaining with the District on any and all appropriate topics.
- B. The District shall provide the Association with the name and contact information for each new hire before that employee begins work. The Association President or designee will be allowed up to thirty (30) minutes of paid time to meet with each new hire in order to provide information on the exclusive bargaining representative.
- C. The Association shall be notified in advance of any job postings for any position that has duties consistent with a secretary's essential functions in the job description.
- D. The Association shall be given the opportunity to provide input into the purchasing/contracting of new software programs that the District is contemplating implementing.
- E. The Association shall promptly be notified by the District of any grievances or anticipated disciplinary actions of any employee in the unit in accordance with the provisions of Article III, SECTION 3 and/or Article VII contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.
- F. Representatives of the Association, upon making their presence known to the District, shall have access to the District premises provided that no conferences or meetings between employees and the Association representatives will in any way hamper or obstruct the normal flow of work.
- G. The District shall provide bulletin board space for the use of the Association. The bulletins posted by the Association are the responsibility of the officials in the Association.
- H. School facilities and equipment may be used for Association business at reasonable times provided that such use shall not interfere with the normal school operations. The Association shall be responsible for damage resulting from their use of facility and equipment. A reasonable cost will be established for the use of copy equipment and facilities. Facilities charges, if any, will be in accordance with Board policy.
- I. The Association may use the District mail and email services for communication purposes and acknowledges that email communication does not include the right of privacy.

- J. Whenever Association representatives are mutually scheduled with District representatives to participate in formal negotiations, grievance processing or labor management meetings during working hours, the Association representatives shall be released without loss of pay.

SECTION 3 - ASSOCIATION DUES

- A. **Employees may choose to be members of the Association by completing the WEA/NEA Membership Enrollment Form and submitting it to the business office. The Association shall have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership. The dues deduction and authorization form shall remain in effect from year to year, until a signed and dated revocation is received by the WEA Membership Department.**
- B. The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the dues unless the action relates exclusively to an error made by the District in administering the deductions.

SECTION 4 - MANAGEMENT/ASSOCIATION MEETINGS

- A. The parties agree to hold periodic labor/management meetings at the request of either party. The District and Association agree to address, in the Management/Association meetings, issues and concerns related to terms and conditions of employment.
- B. The District shall allow an Association meeting of up to one (1) hour on a day before the first day of school as set by the Association. This meeting will be for purpose of discussing how new district procedures or practices impact the work of this bargaining unit and other union information.

ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1 - EMPLOYEE RESPONSIBILITIES

- A. Employees shall comply with all District policies, rules, regulations, and the requirements of all statutory laws and administrative codes provided a copy of such policies, rules, and regulations are made available for the employees.
- B. The employee's position shall not be privileged as to his/her responsibility for statements which are libelous, slanderous, or which in any way violate the civil rights of others.
- C. The employees shall care for materials and equipment for which they are responsible and shall report damage, loss, theft of equipment, furniture or fixtures to their supervisor.
- D. Employees shall have input on the development of topics, content, design, and scheduling for district inservice trainings. Attendance at in-service offerings may be excused based on consultation with and approval of the employee's direct supervisor.
- E. A copy of the individual job description shall be made available to each employee and the Association. The District will provide affected employee (s) and the Association with notice of any material change in the duties and/or responsibilities of a position prior to implementing such change. Newly hired employees will be provided a written copy of their job description upon hiring. Job postings for open positions will be consistent with written job descriptions.

SECTION 2 - EMPLOYEE RIGHTS

- A. The employee shall be entitled to full rights of citizenship and no religious or political activities outside of the workday or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.
- B. The provisions of this Agreement shall be applied without regard to **sex**, race, color, religion, creed, national origin, age, sexual orientation, gender expression or identity, veteran or military status, disability, or the use of a trained guide dog or service animal except as required in accordance with this Agreement or as otherwise provided by law.

SECTION 3 - DUE PROCESS

- A. No employee shall be disciplined without just and sufficient cause (*See Appendix D*). The specific grounds forming the basis for disciplinary action will be made available to the employee and to the Association in writing.
- B. An employee shall be entitled to have present a representative of the Association during any meeting scheduled for the purpose of seeking information which may be used as the basis for discipline. 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, provided, however, such representation shall not delay the meeting in excess of 48 hours. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken. All discipline will be in private.
- C. The District agrees to follow a policy of progressive discipline (where appropriate) which minimally includes verbal warning, written reprimand, suspension with pay, suspension without pay, and discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

- D. Any complaint not called to the attention of the employee within seven (7) days may not be used as the basis for any disciplinary action against the employee, except in cases of criminal investigations.
- E. All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District.

SECTION 4 - PERSONNEL FILES

- A. 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 non-confidential employment references leaving the District. Upon request, one (1) copy of any documents contained therein shall be afforded the employee without cost. Employees must make an appointment with the appropriate administrator to review the contents of this file. All inspections of a personnel file shall be witnessed by a central office administrator or designee. Anyone at the employee's request, may be present in this review.
- B. No secret, alternate or other official personnel file shall be kept anywhere in the District. A separate file for processed grievances, if any, shall be kept apart from the employee's personnel file.
- C. Any derogatory material not shown to an employee within ten (10) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee, except in cases of criminal investigation.

No evaluation, correspondence or other material making derogatory reference to any employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his/her own written comments.

- D. All information forming the basis for any reprimand, warning, discipline, or adverse effect shall be limited to matters and events occurring during the previous three (3) years. Such material three (3) years old or older shall be expunged from the file at the employee's request, except for materials related to a repeat of the same offense during the three (3) year period, and except for information relating to sexual or physical abuse, criminal activities, or contact with a minor for illegal purposes.
- E. Upon request by the employee, the Superintendent or designee shall sign an inventory sheet prepared by the employee to verify contents of the personnel file at the time of inspection by said employee.

SECTION 5 - EMPLOYEE PROTECTION

- A. The District shall provide liability insurance covering injury to employees and their property, and insurance protecting employees from loss or damage of their personal property incurred while engaged in the maintenance of order and discipline and the protection of school personnel and students, and the property thereof when that is deemed necessary by such employees as outlined by RCW 28A.400.370.
- B. Any case of an assault upon an employee shall be promptly reported by the assaulted employee as soon as practicable to the immediate supervisor, who will then report the incident to the Superintendent. The District shall report the incident to the proper law enforcement authorities, and will render full support to assure the employee's legal rights. The District will render assistance to the employee in connection with handling of the incident by law enforcement authorities.

- C. No employee shall be required to dispense or administer medication unless qualified and legally authorized to do so by the building administrator. The District shall be responsible for administering the appropriate training as required by RCW 28A.210.260 and 270 or its successor statute(s).

District Policy 3416 as adopted shall be incorporated into this Agreement as Appendix E and shall not be amended by the Board without prior consultation with the Association. Changes or impacts on wages, hours or working conditions will remain subject to bargaining.

- D. In the absence of a building supervisor or his/her designee, employees shall not be held accountable or made responsible for the administration or supervision of a building or work site.
- E. The District shall develop and implement, by December 1, 2006, written building/worksites safety plans, at the building/worksites level, which shall include the designation of a "building supervisor of record" who, in the absence of the building principal/supervisor, will be responsible for the administration and/or supervision of the building/worksites. The building principal/supervisor will designate a "building supervisor of record" when absent from the building/grounds. Each building safety plan shall also include District guidelines for staff on the handling of situations involving threatening, abusive and rude students, parents and community members, both in person and on the phone. The building safety plans will be reviewed annually with building staff at the beginning of the school year and will be revised, if necessary. The "building supervisor of record" will be made known to each building secretary.

SECTION 6 - TRANSFERS/VACANCIES

A. Job Descriptions

1. District shall establish and provide the Association with a copy of job descriptions of the bargaining unit.
2. The Association will be notified of any proposed changes to the essential functions in the job descriptions and given the opportunity to bargain any impacts of the job.
3. When the District makes a change in a particular job description, a copy of the new job description shall be provided to the Association and to the affected employee before the change is to take effect.

B. Vacancies

When the District determines that a vacancy or newly created position shall be filled, the District will fill the position in accordance with the following procedures. No vacancies in bargaining unit positions shall be filled except after compliance with the provisions of this Agreement.

1. The District may simultaneously post within and outside the bargaining unit. A notice showing posting date and deadline date for each vacancy shall be posted on the District website. The qualifications for the position, its duties and the level of compensation shall be clearly set forth at the time the position is advertised.

At the time of posting, a written copy of the job posting will be provided to the Association President.

2. Job postings for open position will be consistent with written job descriptions.

3. Bargaining unit members will have five (5) days to apply for a reassignment or transfer. Interviews of outside applicants shall not be conducted until all current employees who have a pending request for transfer or reassignment have been interviewed and found by the District to be unsuitable for the position. Current employees not selected for the position shall be notified in writing stating the specific reason why they were not selected for the vacancy.
4. When a committee is formed to interview applicants for positions within the unit, a member of WVESA will be invited to serve as a member of the interview committee. The WVESA President will provide the District with three (3) names of members willing to serve, the District will extend an invitation to one of these members of their choice.
5. When a District employee from outside the bargaining unit is hired to fill a vacancy, prior experience credit on the Association salary schedule may be given providing such experience is of a type and equivalent to the experience demanded for the position. Any and all accumulated sick leave shall be carried into the new position.

C. Voluntary Reassignment or Transfer

1. If two (2) employees mutually agree to exchange jobs and this staff adjustment is agreeable to the District, the employees may be transferred without posting the job.
2. Any employee applying for transfer to another position shall not be required to take a skills test for the new position, providing there has been a skills test taken within the past three years, and providing the requirements for the new position are the same or are less than the requirements for the position currently held.

Any employee applying for transfer to a position requiring different skills from a position currently held shall not be required to take a skills tests in those areas where he/she has already been tested as in the preceding paragraph.

NOTE: Employees may elect to take a skills test at any time to keep their file current.

3. When an employee transfers, whether by his/her own request or the District's request, from one level to another, years of experience and accumulated sick leave shall be carried into the new position.

D. Involuntary Transfer

1. No involuntary involuntary transfer or reassignment shall take place until it is determined that no employee is suitable to volunteer or transfer to said position. No employee will be involuntarily transferred as a means of discipline.
2. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the immediate supervisor.
3. When an employee is involuntarily transferred to a position contracted for less days or less pay than the current position, the employee's salary and number of days shall be maintained at the level he/she is working at the time of transfer.
4. In addition, if such new position requires additional training, the District shall provide necessary training for the employee. The District will provide up to 16 hours of training, reasonably requested by the employee, either within or outside the work day, at the option of the District.

E. Orientation/Mentoring

1. Employees, who are voluntarily or involuntarily transferred, shall be given five (5) working days prior notice of the date of the commencement of work in the new position.
2. New, reassigned or transferred employees shall be **allowed up to forty (40) hours of assistance from one or more mentors. The hours are determined by the employee and can be used anytime during the nine (9) month period after the start date in the new position. Mentors may be the employee who last held the position, an employee who does the same work, or an employee who has experience with the work that needs assistance. The mentors who are asked to assist the employee will be mutually approved by the Association and District. The mentor(s) will be paid for all hours worked at the substitute rate for the mentees position. If the mentoring time is scheduled during the work day, and the mentor is a WVESA employee, a substitute will be hired for the mentor. If mentoring time is scheduled after the work day, hours would be submitted on a time sheet for both the mentor and mentee.**
3. Employees may use Professional Growth Responsibility stipend time to work with and/or mentor another unit member to improve job skills. Such work must be pre-approved and included in the employee's Professional Growth Responsibility Plan.
4. The District shall provide substitutes for employees when training during the work day.

SECTION 7 – PROBATION

Probation will be 180 calendar days, excluding summer break, based on the employee's work year. During the probation period, the employer may discharge at will.

SECTION 8 - INSERVICE TRAINING & PROFESSIONAL GROWTH RESPONSIBILITY STIPENDS

Employees may receive the following stipends:

A. Staff Development Stipend

Employees who complete sixteen (16) hours of approved training will be paid a stipend of \$450.00. Employees may take three (3) consecutive school years to qualify for the stipend. Issuance of the stipend is subject to the following stipulations:

1. Staff Development must be directly related to the job function.
2. The intent of this stipend is to encourage employees to obtain training in job related skills, other than those required for the job and take advantage of inservice opportunities outside the regular work day or week;
 - a. Time spent during the normal workday in staff development activities related to skills that are required for the job is not considered under this stipend category.
 - b. Travel time to and from an activity or class does not qualify.
 - c. Training in skills not required by the position, but valuable to the staff member and the District in performing the employee's job, and attended outside the regular workday or week, do qualify. The District will provide a first aid/CPR training that will be available to the members of the bargaining unit, outside of work hours that will be counted toward the fulfillment of the hours requirement for this stipend.

3. Requests to attend activities must be submitted and approved in advance to the immediate supervisor on the District form (Appendix F-1 (A)). One form should be used for each course or session.
4. Proof of the successful completion of the course or training activity is necessary to qualify for the stipend. Proof may consist of course completion certificates, instructor letters, institution transcripts, or other approved forms of successful completion.
5. Application for the stipend should be made after the completion of the sixteen (16) hours and be submitted to the immediate supervisor with all of the pre-approved forms and documentation of successful completion of the hours (Appendix F-1 (B)). Supervisors will submit the final forms to the Human Resources Director.

B. Professional Growth Responsibility Stipend

Employees who take the initiative to develop and accomplish an individualized plan to improve their productivity and efficiency on the job will be rewarded with a \$200.00 stipend up to two (2) times a year.

1. The employee shall submit a plan to the direct supervisor on the Professional Growth Responsibility Plan form (Appendix F-1 (C)), indicating professional growth responsibilities to be completed.
2. The plan would be designed by the employee in conjunction with her/his supervisor and must be approved at the District office level. Approval will not be denied arbitrarily or capriciously.
3. The employee will retain the approved Professional Growth Responsibility Plan form until the responsibilities on the plan have been completed.
4. The focus of the plan is to be on activities and/or responsibilities calculated to help the employee acquire or enhance job related skills and/or knowledge, but not to include the performance of regular job duties and responsibilities. The plan will not extend the workday nor cause the District to incur overtime liability. Whether or not the plan specifies a number of hours, it is anticipated that the stipend will be earned through the expenditure of between six (6) and ten (10) hours of time.
5. Upon completion of the plan, the employee will sign the form to verify it has been completed. The form will be submitted to the direct supervisor for final approval and payment in the next District pay period.

SECTION 9 - TRAVEL REIMBURSEMENT

Required travel, in and/or out of District shall be reimbursed to the employee at the current District rate.

SECTION 10 – CELL PHONE REIMBURSEMENT

Supervisors will submit to Human Resources a list of employees who they need to contact via personal cell phones. Employees who are designated by their supervisor to use their personal cell phone for secretary responsibilities will be reimbursed \$60.00 per month.

ARTICLE IV - LAYOFF AND RECALL

SECTION 1 - LAYOFF

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds.
- B. In the event of a necessary reduction in work force, the District shall first lay off probationary employees, then the least senior employee by date of hire. The only exceptions to seniority shall be in the case of employees who have specialized skills that no senior employee possesses. Special skills are those skills included in the job description.

SECTION 2 - RECALL

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District 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) working days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis for up to when the recalled employee can report for work. An employee who declines recall to perform work or who fails to report for work for which he/she is qualified within ten (10) days after he/she is recalled shall forfeit his/her seniority rights.

SECTION 3 - MISCELLANEOUS PROVISIONS

- A. Employees on layoff shall have the right to purchase insurance benefits by making premium payments to the District during the time they are laid off.
- B. In no case shall a new employee be employed by the District while there are laid off employees in the lay off pool who are qualified for a vacancy or newly created position. Employees on layoff shall retain their seniority and accrued benefits 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 Article. In order to maintain a position in the layoff pool for the second year, a written letter of intent to remain in the pool must be on file in the District by June 1.

ARTICLE V - LEAVES

SECTION 1 - SICK LEAVE

- A. Each employee shall receive twelve (12) days of sick leave for each year worked. The employees shall be entitled to the number of projected days of sick leave at the beginning of the employee's work year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken and the accumulated benefits will be expended on an hourly rather than a daily basis. If leave is taken in excess of the above formula, and an employee leaves the District's employ, the difference will be deducted from the final paycheck.
- B. For less than "full work year" employees (*less than 180 days*), the sick leave allotment shall be prorated. "Day" for the purpose of sick leave shall be computed based on the employee's workday. It is understood that sick leave is prorated based on the employee's work year and workday.
- C. In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn provided the employee wishes to draw from accumulated sick leave during such absence, which choice shall rest exclusively with the employee. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.
- D. Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.
- E. At the end of each year, the District will provide each employee with an accounting of his/her accumulated sick leave.
- F. An employee who has exhausted accumulated sick leave and who is unable to perform the duties because of personal illness, maternity or other disability may, upon request, be granted an unpaid leave of absence under provisions of this Agreement.
- G. Any employee claiming sick leave who is to be absent in excess of five (5) consecutive days may be asked to verify such absence by written confirmation from a physician.
- H. For each day of absence exceeding the total sick leave allowance, one (1) day's pay will be deducted from the salary payment, whether or not the employee has been granted an unpaid leave of absence as provided in "F" above.

SECTION 2 - SICK LEAVE CASHOUT

- A. Annually employees may cash in up to twelve (12) days unused sick leave days above an accumulation of 60 days at the ratio of one full day's pay for four (4) accumulated sick leave days.
- B. Upon retirement, as defined by SERS (*School Employees' Retirement System*), the employee may cash in her or his entire accumulation of sick leave days at the rate of one day per every four days of accumulated sick leave to a maximum of 180 days as stated by Washington State Law.

- C. Additionally, in accordance with state law, upon separation from District employment, an employee who is at least fifty-five years of age and has at least ten years of service under SERS 3 or at least fifteen years of service under SERS 2 may cash out her or his entire accumulation of sick leave days on the same one for four basis provided for above.

SECTION 3 - LEAVE SHARING

Procedures for processing requests for leave sharing are set out below:

- A. Bargaining unit members who have accumulated more than twenty-two (22) leave days may donate accumulated sick leave days to other employees in the bargaining unit during any twelve (12) month period. The employee donating the days shall specify the number of days to be donated and to whom they shall be donated. Contribution of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential. The parties shall develop forms and procedures necessary to implement this. No transfer of sick leave shall result in an employee's account going below twenty-two (22) days. This SECTION shall be administered in accordance with WAC 392.126.050 and 085 or its successor regulations.
- B. Employees may request donated sick leave for the following reasons:
- The employee suffers from or has relatives or household members suffering from an illness, injury, impairment or physical or mental condition,
 - the employee is sick or temporarily disabled because of pregnancy disability,
 - the employee needs the time for parental leave for the care of a newborn, adopted or foster child (up to sixteen weeks),
 - the employee is a victim of domestic violence, sexual assault, or stalking, or
 - the employee has been called to service in the uniformed services
- C. The employee receiving the donated days must have exhausted all accumulated leave before using the donated days.
- D. No employee shall receive more than the number of days of donated leave annually that comprises their regularly scheduled work year.
- E. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro-rata, within thirty (30) days after the donee's use of accumulated leave ceases.
- F. An employee using donated leave days shall receive full pay and benefits as if they had used their own sick leave.
- G. Except for procedures in "D" above, when leave is donated the donor will be required to execute a waiver whereby the donor will be required to agree that he/she will not ask for return of the donated leave.
- H. Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60-day minimum balance required after cash out. (WAC 392-126-104)
- I. It is understood that this clause will be administered in conformity with SPI WAC's 392-126-050 and WAC 392-126-085 through WAC 392-126-104.

SECTION 4 - EXTRA-ORDINARY LEAVE

At the discretion of the Superintendent, leaves of absence with pay may be granted in unusual cases where the circumstance does not fit other leave provisions. Leave application must be submitted to the Superintendent, and when approved will require the employee to pay (*by deduction*) the cost of a substitute.

SECTION 5 - FAMILY ILLNESS

A. Employees shall, upon request, be granted a leave of absence with pay during a contract year when such absence is occasioned by:

- 1) a health condition of the employee's child requiring treatment or supervision or;
- 2) a serious health condition of another member of the immediate family or;
- 3) an emergency condition of another member of the immediate family.

Such illness shall be deducted from Sick Leave.

This section shall be interpreted and applied to conform to the requirements of RCW 49.12.270 and WAC 296-130-020, et seq., the Washington State Family Leave law.

B. Notwithstanding the foregoing, for 1) and 2) above, immediate family is defined as being a parent, step-parent, child, step child, child or step child not residing in household, sibling, step sibling, spouse, parent-in-law, sibling-in-law, grandparent, grandchild, or any person living in the same household. For 3) above, immediate family shall be defined in accordance with RCW 49.12.270 (1). In the event that the family member is not included in the above list, the District shall consider the employee's request on a case-by-case basis.

C. Washington State Paid Family and Medical Leave (PFML)

1. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act which shall be administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year and meet all other eligibility requirements of the PFML.
2. Employees may initiate the use of this leave prior to exhausting all accumulated leave entitlements.
3. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.
4. Commencing January 1, 2019, the District shall be responsible for 40% up to the social security cap as required by law.

SECTION 6 - MATERNITY LEAVE

A. Maternity Leave shall be granted to a female employee for childbirth. A female employee shall be entitled to take a leave of absence for childbirth for a reasonable length of time and thereafter return to her job under the same uniform terms and conditions as any other employee consistent with District policy.

To be entitled to maternity leave, a female employee shall inform the District in advance of her intention to take leave and the approximate time she expects to return to work, and within thirty (30) days after childbirth shall inform the District of the specific day when she will return to work.

- B. She shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job--although her physician should concur on this matter.

Disabilities caused or contributed to by pregnancy, miscarriage, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under the District's Sick Leave SECTION as well as other employee benefit programs. **Employees seeking maternity leave may receive PFML benefits per the ESD guidelines at no less than twelve (12) weeks and as much as sixteen (16) weeks.**

If the female employee and the District cannot agree on matters relating to maternity leave, either party may submit the facts to the executive secretary of the Washington State Human Rights Commission for a ruling.

SECTION 7 - PARENTAL LEAVE

- A. **An employee, upon request, may be granted a leave of absence for up to one (1) year to care for a dependent child or to care for a child for whom the employee has just acquired custody. Said employee shall inform the District of the approximate time that is needed for the leave. The employee shall be able to return to their job under the same uniform terms and conditions as any other employee consistent with temporary disability policies and other leave policies.**
- B. **Sick leave shall be granted under provisions in this Agreement or the employee may be eligible for FMLA or PFML benefits per the ESD guidelines. In the event sick leave has been exhausted then the employee may be granted an extended leave of absence without pay for a period of time up to one year.**

SECTION 8 - PERSONAL LEAVE

- A. Each employee shall be provided two (2) days of paid personal leave per year. Such days shall be accumulative to a total of five (5) days maximum. Employees must schedule this leave with their immediate supervisor. No more than two (2) employees per building or job category will be allowed leave on the same day. Such leave will be granted on a first come first served basis. Such leave is not deducted from sick leave. The District will annually reimburse unused personal leave at the hourly rate of pay. If retirement notice is given on or before April 1, any unused personal leave shall be converted to vacation days (Refer to Article VI, SECTION 5 –Vacation Days).

Provided, however, that in no event will an employee be entitled to cash out personal leave in circumstances that would result in a determination of excess compensation under Department of Retirement Systems rules, and any employee receiving cash out that later triggers a finding of excess compensation shall be required to reimburse the District for the improperly cashed out day(s).

- B. Such leave may not be used to extend a vacation or holiday except if approval is granted by the Superintendent. Personal leave may not be used during the first or last week of the school year. Such leave may not be used by a probationary employee.

SECTION 9 - BEREAVEMENT LEAVE

- A. In the event of death in an employee's immediate family, including fiancé/fiancée, or significant other, the employee shall be allowed up to five (5) days with full pay.

- B. In the event of the death of an employee's or his/her spouse's uncle, aunt, nephew, niece, or first cousin, one (1) day of absence with full pay shall be allowed. Employees may utilize up to two (2) days Sick Leave per year to attend the funeral of individuals not otherwise covered by this SECTION.
- C. Exceptions to the above may be granted by the Superintendent on a case-by-case basis, and will not establish a precedent. Permission will not be unreasonably denied. Such exceptions will be deducted from sick leave.

SECTION 10 - JURY DUTY LEAVE

An employee upon receiving notice of jury duty shall notify his/her principal or supervisor for such time that is needed to serve. Leave shall be granted and shall not result in loss of pay. If released from jury duty prior to the end of the workday, the employee shall return to work the balance of the day, unless relieved from the obligation to do so by the employee's immediate supervisor.

SECTION 11 - SUBPOENA LEAVE

An employee receiving a summons by a public agency requiring an appearance in court shall notify his/her principal or supervisor. Leave shall be granted and shall not result in loss of pay except for employees in proceedings when they are the plaintiff against the District. The employee will cooperate reasonably with District efforts to avoid or minimize the need for the leave.

SECTION 12 - ASSOCIATION LEAVE

- A. Twenty (20) days of Association leave shall be provided for Association business. The twenty (20) days shall be provided for the total staff, and this provision shall not be interpreted to mean that twenty (20) days leave may apply to each Association officer or employee.
- B. Requests for leave shall be submitted in writing by the President to the Superintendent two (2) days before the leave is to take effect.
- C. The Superintendent shall acknowledge receipt of the request for Association leave to the President, to the principal, and to the employee taking such leave. The principal shall be responsible for securing a substitute when necessary and the cost of the substitute shall be paid by the Association.

SECTION 13 - EMERGENCY LEAVE

Emergency leave may be taken by an employee due to a problem that has been suddenly precipitated or is unplanned, or where preplanning could not relieve the necessity for the employee's absence. Emergency Leave shall be granted with pay and shall be taken from Sick Leave. The intent of Emergency Leave is to make it possible for employees to be absent for the reasons stated and not for personal pleasure or profit or to extend a holiday.

SECTION 14 - OTHER LEAVES

The District may authorize an employee to take a leave without pay up to one (1) year for child rearing, education, restoration of health, job sharing or for the alleviation of hardship involving the individual or his/her immediate family.

Job Sharing may be renewed annually upon approval of the Superintendent.

SECTION 15 - GENERAL

The following provisions shall apply to all employees on leave:

- A. The returning employee shall be assigned to the same or to a comparable position as that occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired on a temporary basis, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.
- B. The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue. To retain the privilege of re-employment, an employee on leave shall contact the District in writing no later than thirty (30) days prior to the expiration of the leave of absence and give notice of intent to return on the specific date agreed to.
- C. Employees on leave of absence must inform the District if they intend to return to work at the end of the leave of absence. If no notice to return is given to the District, the employee will forfeit his/her right to return.
- D. Upon return from leave the employee shall complete the proper District leave form.

SECTION 16 - SUBSTITUTES

Substitutes shall be retained by the District at any time requested by the supervisor where an employee is absent from their job while on any of the above Leaves. An employee planning to be absent on leave may request his or her supervisor to retain a substitute when circumstances indicate one may be needed.

ARTICLE VI - SALARY/BENEFITS AND WORKING HOURS

SECTION 1 - HOURS OF WORK

- A. The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

The work year shall consist of the following number of days for each position:

1. Head Secondary Secretary, Registrar/Counseling Secretary, Registrar Secretary (WVVA/**Open Doors**) and Jr. High ASB/Counseling Secretary: 220 days per year.
 2. Head Elementary Secretary, Elementary Secretary, ASB Secretary, Transportation Secretary, Child Nutrition Secretary, Special Services Secretary, CTE Secretary, Attendance/ASB Secretary (Freshman Campus), State/Federal Programs Secretary and Attendance Secretary: 200 days per year. Up to ten (10) additional days may be scheduled with approval of the immediate supervisor at peak work times.
 3. Facilities Secretary: 260 days per year (includes vacation and holidays).
- B. In the event of a school closure due to inclement weather or emergency, employees shall not be required to report to work. **In the event that the school day is not going to be made up by the students, the employees will not be required to make up the time** and will not suffer a loss of pay. Employees will be allowed to work to make up **any other** lost work time **due to inclement weather**. In the event of a late start of the school day, employees will report at their regular time unless they make alternate arrangements with their supervisor due to unsafe driving conditions.
- C. Each position shall be assigned to a definite and regular shift (normally 8 hours per day) and workweek (normally Monday through Friday), which shall not be changed without prior notice to the **Association and the** employee of two (2) calendar weeks. **No hours will be eliminated from a position without adhering to the layoff procedures in Article IV.**
- D. Each employee shall be assigned a definite time of beginning and ending.

All secretary positions except those below: eight and one half (8½) hours, including an unpaid thirty (30) minute duty-free lunch.

1. Facilities Secretary and Transportation Secretary – eight and one half (8½) hours, including an unpaid thirty (30) minute duty-free lunch or nine (9) hours, including an unpaid sixty (60) minute duty-free lunch as mutually determined between the employee and the immediate supervisor.
2. **Child Nutrition Secretary – five (5) hours.**
3. **Registrar Secretary WVVA/Open Doors – four (4) hours.**
4. **Part Time Special Services Secretary – four (4) hours.**

The shift shall be **mutually** determined by the **employee and the** immediate supervisor. Included will be a fifteen (15) minute first half and a fifteen (15) minute, second half rest periods.

- E. The parties, by mutual consent will have the flexibility to change the shift for secretaries for summer months to ten (10) hours, four (4) day shifts, or some other mutually agreeable schedule.

- F. Employees shall be allowed a meal period of at least thirty (30) minutes. The Facilities Secretary and Transportation Secretary shall be allowed sixty (60) minutes. This period shall be a duty-free unpaid period and the employee may leave the job site.
- G. The District will provide the Association with the opportunity for input in the school calendar. The District will notify the Association president at the onset of calendar discussions for any subsequent school year.
- H. Employees who are called or requested to work outside of their regular work hours to perform duties will be paid a minimum of one (1) hour of overtime pay.
- I. Employees responding to phone calls or text messages from their supervisor outside the work day may timesheet calls or texts in 10-minute increments.

SECTION 2 – OVERTIME

- A. All overtime must be approved by the supervisor in advance, unless emergent circumstances prevent the employee from obtaining approval in advance. Overtime shall be considered as any time worked beyond forty (40) hours per week.
- B. Overtime rate of pay shall be one and one-half (1-1/2) times the hourly rate of pay for individual employees; however, with the agreement of his/her supervisor, an employee may choose to receive comp time at the rate of 1-1/2 hours credit for each hour worked beyond 40 hours a week. Such comp time may accumulate up to the maximum allowed by law (240 hours; see 29 C.F.R. §553.1) but may not be carried over between one school year and the next. Any unused comp time shall be cashed out at the end of the employee’s work year. The use of comp time shall be scheduled between the employee and his/her supervisor. (*Comp time is understood to mean compensatory time off in lieu of pay.*)

SECTION 3 - COMPENSATION

- A. Pay day shall be the last working day of each month, except in the month of December, when pay day shall be the last weekday of the month. The employer shall furnish to each employee no later than September 15th each year a computation of how each employee’s annual compensation is figured and listing the employees’ date of hire. In addition, monthly pay stubs shall reflect rate or rates of pay, sick leave, gross wages and all deductions therefrom for that pay period.
- B. All compensation owed to an employee, who is leaving the District, shall be paid at the next regular payroll date after the final day of employment.
- C. Employees’ checks will be directly deposited into a banking institution.

SECTION 4 - HOLIDAYS

- A. Each employee receives the following paid holidays provided they fall within the assigned work year:

1. New Year's Day	7. Thanksgiving Day
2. President's Day	8. Day after Thanksgiving
3. Memorial Day	9. Day before or after Christmas
4. Veteran's Day	10. Christmas Day
5. Independence Day	11. Martin Luther King Day
6. Labor Day	12. Day before New Year's Day
- B. In the event a paid holiday falls on Saturday or Sunday, the preceding Friday or the following Monday shall be granted as the paid holiday.

- C. Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one half (1-1/2) times their base rate of all hours worked on such holidays, provided the total time worked including the holiday is not less than forty (40) hours in that work week or regular shift hours.

SECTION 5 - VACATION DAYS

- A. All full year (260 work days) employees shall accrue and be granted the following paid vacation leave computed in accordance with the following:

Years of Service	Vacation Benefit
1 year	8 days
2-4 years	10 days
5-9 years	12 days
10-14 years	15 days
15-19 years	18 days
20 years	21 days

Upon notice of retirement under Article V, SECTION 8, unused personal leave shall be converted to vacation days and paid on the August payroll. No employee may cash out more than 240 hours of vacation and/or personal leave within two years of retirement where such cash out would be considered “excess compensation” under Department of Retirement rules.

- B. Vacations shall be scheduled at the request of the twelve (12) month employee unless such vacation time would disrupt the normal activities of the District in the opinion of the supervisor.
- C. An employee whose hire date is before January 1 shall receive a year's credit for that year for movement on vacation schedules. Employees hired on or after January 1 shall not receive that year as credit for schedule movement. Eligibility for vacation schedule movement shall be determined, and will take effect on September 1 (*only*). At no other time during the year will advancement be permitted, except for errors in interpreting the employee's eligibility for movement as of September 1.
- D. Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.
- E. Any vacation days currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and administration. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.
- F. Employees shall be entitled to payment for accrued vacation time upon termination of employment providing funds are available, but in no event later than the next pay period.

SECTION 6 - INSURANCE BENEFITS

- A. **Upon the introduction and implementation of School Employee Benefit Board, the District and the Association agree to follow the state mandates and clarify the language through the MOU/MOA process.**
- B. **Employees are eligible to participate in a “125 Plan”. This plan is based on Section 125 of the IRS code. The goal is to provide tax exemption options to employees for insurance premiums paid via payroll deduction.**

- C. In the event that SEBB is discontinued, the District will continue to pay the per employee, per month contribution to the Health Care Authority to fund reimbursement of retired employees, as outlined by the OSPI.**

SECTION 7 - SALARIES AND SALARY PAYMENT

- A. 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.
- B. The District will pass through any wages or benefits increased by the State during the life of this contract.

ARTICLE VII - GRIEVANCE PROCEDURE

SECTION 1 - DEFINITIONS

- A. "*Grievance*" is a claim by an employee that there has been a violation of any provision of this Agreement.
- B. "*Grievant*" is an employee, a group of employees, or the Association filing a grievance.
- C. As used in this Article VII, "**day**" means "calendar day".

SECTION 2 - PROCEDURE

- A. In the event that an employee believes there is a basis for a grievance, the employee will first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative. These discussions must take place within the twenty (20) day period noted in Step 1.
- B. If the grievance is not thus resolved, formal written grievance procedures may be instituted.

STEP ONE

The grievant may invoke the formal grievance procedure through the Association. A copy of the written form shall be delivered to the principal or immediate supervisor. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or designee. A grievance must be filed within twenty (20) days of the occurrence, or twenty (20) days of knowledge of the occurrence, of which the grievant complains.

STEP 1 - REPLY

Within ten (10) days of receipt of the written grievance form the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance, and give his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association.

STEP 2

In the event the grievant is not satisfied with the disposition of the grievance at Step 1, within ten (10) days after receipt of same, or if no disposition has been made within ten (10) days of such meeting, or twenty (20) days from date of filing, whichever shall be later, the grievant may appeal to the Superintendent. Any appeal from a written decision must be accompanied by specific written reasons on which the appeal is based, and must be signed by the grievant or appropriate Association representative.

STEP 2 - REPLY

Within ten (10) days of receipt of the written appeal, the Superintendent or designee shall meet with the grievant in an effort to resolve the grievance and shall give his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association.

STEP 3

In the event the Association is not satisfied with the disposition of the grievance by the Superintendent within twenty (20) days after receipt of same, or if no disposition has been made within twenty (20) days of such meeting, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. Any appeal from a written decision must be accompanied by specific written reasons on which the appeal is based, and must be signed by the grievant or appropriate Association representative.

The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within the twenty (20) day period. If the parties cannot agree as to the arbitrator or arbitration agency within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected from a list of arbitrators issued by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. The parties shall not be permitted to assert in such arbitration proceedings any ground rule, except as provided in jurisdiction of the arbitrator, or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding on all parties, and the issue which was arbitrated shall not be placed before any other governmental agency for further consideration.

SECTION 3 - ARBITRATOR

- A. Arbitration costs. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.
- B. Jurisdiction of the Arbitrator. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry to specific areas of the Agreement as cited in the grievance form. The arbitrator shall make no punitive monetary awards nor substitute his/her knowledge for the expressed provisions of this contract under question. The arbitrator shall rule exclusively as to the compliance or non-compliance of the Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance. The arbitrator shall have no authority to make an award which is not in conformance or consistent with law.
- C. Litigation Costs. The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action.

SECTION 4 - ELECTION OF REMEDIES

For any matter which has an alternate forum for resolution available (*Superior Court, Human Rights commission, PERC, OCR, U.S. Department of Labor, etc.*) that alternate forum may be utilized by an employee in place of arbitration, but in no case will arbitration be allowed or utilized in addition to an alternative forum such as those illustrated above.

SECTION 5 - TIME LIMITS

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 District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

SECTION 6 - GRIEVANCE AND ARBITRATION HEARINGS

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 attend to be present, including any and all witnesses.

SECTION 7 - CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

SECTION 8 - EXCLUSIONS FROM ARBITRATION

The following are excluded from arbitration:

1. Board policy and practice not in conflict with this Agreement.
2. Written administrative rules and regulations not in conflict with this Agreement.

ARTICLE VIII - EVALUATION

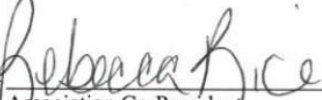
SECTION 1 – EVALUATION PROCEDURES

- A. The parties agree to an evaluation philosophy that emphasizes clear communication, accurate feedback and opportunities for improvement of job performance. An employee shall be given a copy of the written evaluation report (Appendix F-2) prepared by his/her evaluator(s) at least one (1) day before any conference to discuss it. No such report shall be placed in the employee's file without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- B. Every employee will be evaluated in writing annually on or before June 15. Each employee will be informed who his/her evaluator will be by the first working day of the school year. In the absence of such notification, the employee's immediate supervisor shall be her or his evaluator.
- C. Eavesdropping or mechanical surveillance devices will not be used in connection with an employee evaluation.
- D. In the event an employee's overall performance is judged to be unsatisfactory, a suggested plan for improvement will be developed by the supervisor, with input from the employee. The plan for improvement will include specific expectation for improvement and ample time to make performance changes. No employee will be terminated for performance without being given a plan of improvement and an opportunity to improve their performance.
- E. The employee shall sign the school district's copy of the evaluation report to indicate that he or she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. The employee will have the right to attach a written rebuttal to the evaluation form, within ten (10) days from the receipt of the evaluation form.

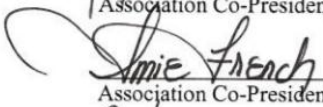
ARTICLE IX - DURATION

- A. This Agreement shall be in effect as of September 1, **2019** and shall remain in full force and effect for a two (2) year term through August 31, **2021** when ratified and signed by the parties.
- B. The parties agree to reopen on legislative mandates that require negotiations concerning hours, wages, and work conditions.
- C. In addition, there shall be re-openers at any time there is mutual agreement.


Association Representatives:




Association Co-President

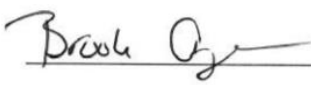


Association Co-President

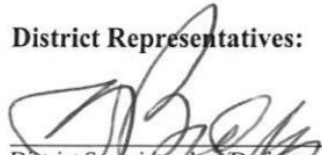


Bargaining Team Chair

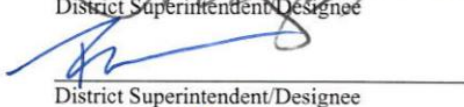




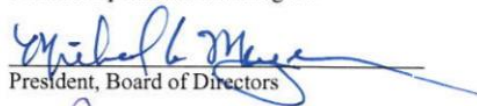
District Representatives:



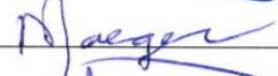
District Superintendent Designee





District Superintendent/Designee




President, Board of Directors









APPENDIX A – SALARY SCHEDULE

SALARY SCHEDULE CLASSIFICATIONS

SEC III: Elementary Secretary

SEC II: ASB Secretary, Registrar/Counseling Secretary, Attendance Secretary, Child Nutrition Secretary, Transportation Secretary, Special Services Secretary, State/Federal Programs Secretary Attendance/ASB Secretary (Freshman Campus), CTE Secretary, Jr. High ASB/Counseling Secretary, Facilities Secretary, and Registrar Secretary (WVVA/**Open Doors**)

SEC I: Head Secretary Elementary and Head Secretary Secondary

2019-2020 Salary Schedule						
	Probation	Years 1-4	Years 5-9	Years 10-14	Years 15-19	Years 20+
SEC III	\$21.45	\$22.10	\$22.75	\$23.39	\$24.04	\$24.69
SEC II	\$22.97	\$23.65	\$24.34	\$25.03	\$25.73	\$26.41
SEC I	\$23.82	\$24.53	\$25.26	\$25.97	\$26.69	\$27.40

Plus State Funded Regionalization

2019-2020 Regionalization Schedule						
	Probation	Years 1-4	Years 5-9	Years 10-14	Years 15-19	Years 20+
SEC III	\$1.29	\$1.33	\$1.37	\$1.40	\$1.44	\$1.48
SEC II	\$1.38	\$1.42	\$1.46	\$1.50	\$1.54	\$1.58
SEC I	\$1.43	\$1.47	\$1.52	\$1.56	\$1.60	\$1.64

A new hire will be granted longevity credit on the salary schedule for years of service in a Washington State Public School District in a similar secretarial position, to be determined by the District, as per RCW 28A.400.300. Employees must provide documented verification of prior work experience within forty-five (45) days from their date of hire.

In 2020-2021 the salary schedule will be increased by the 2020-2021 IPD plus 1% or a total of 3.1% whichever is greater. Regionalization will be calculated from the annual salary schedule.

Professional Standards Certificate/Degree Stipends:

Employees in the Professional Standards Program who hold the Basic Professional Standards Certification through Advanced II shall receive \$20/month (twelve months); Advanced III or higher = \$35/month (twelve months), Advanced III or higher with CEOE = \$40/month (twelve months); an Associate Degree from an accredited institution = \$42/month (twelve months); and Bachelor's degree from an accredited institution = \$50/month (twelve months). Only one stipend will be awarded to an employee per year.

Temporary and Substitute Employee Salary Schedule:

- Substitute Employees will be paid 95% of the probationary wage of the secretary they are hired to substitute for.
- Substitute Employees who have worked thirty (30) days in a given school year will be paid 95% of the 1 year of service wage of the secretary they are hired to substitute for starting with the 31st day of work and continuing through that school year.
- Temporary Employees will be paid at the probationary rate.

APPENDIX D - JUST CAUSE/SEVEN KEY TESTS*

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. **REASONABLE RULE OR ORDER:** "Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"
3. **INVESTIGATION:** "Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"
4. **FAIR INVESTIGATION:** "Was the Employer's investigation conducted fairly and objectively?"
5. **PROOF:** "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
6. **EQUAL TREATMENT:** "Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. **PENALTY:** "Was the degree of discipline administered by the Employer in a particular case reasonably related to
 - (a) the seriousness of the employee's proven offense, and
 - (b) the record of the employee in his service with the Employer?"

* The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

APPENDIX E-1 – MEDICATION AT SCHOOL POLICY

District Policy 3416 (*Adoption Date: 10/08/12*)

Under normal circumstances prescribed and over the counter medication should be dispensed before and/or after school hours under supervision of the parent or guardian. If a student must receive prescribed or over-the-counter oral or topical medication, eye drops or ear drops (“medications”) from an authorized staff member, the parent must submit a written authorization accompanied by a written request from a licensed health professional prescribing within the scope of his or her prescriptive authority. Oral medications are administered by mouth either by swallowing or by inhaling, including through a mask that covers the mouth or mouth and nose. If the medication will be administered for more than fifteen consecutive days, the health professional must also provide written, current and unexpired instructions for the administration of the medication.

The Superintendent shall establish procedures for:

- A. Delegating, training and supervision of staff members in the administration of prescribed or non-prescribed medication to students by a physician or registered nurse;
- B. Designating staff members who may administer prescribed or non-prescribed medication to students;
- C. Obtaining signed and dated parental and health professional requests for the dispensing of prescribed or non-prescribed medications, including instructions from the health professional if the medication is to be given for more than fifteen (15) days;
- D. Storing prescribed or non-prescribed medication in a locked or limited access facility, with exceptions granted for students who must carry emergency medication designated in the student’s emergency care plan, and ensuring that if the school stores the student’s emergency medication, it shall be stored in a limited access (but not locked) container to ensure quick access in an emergency and ensuring that emergency medication must be stored in a container that can be transported during emergency evacuation drills and during an actual emergency; and
- E. Maintaining records pertaining to the administration of prescribed or non-prescribed medication.
- F. Permitting, under limited circumstances, students to carry and self-administer medications necessary to their attendance at school, and
- G. Documenting and reporting medication errors and omissions.

Nasal inhalers, suppositories and non-emergency injections may not be administered by school staff other than registered nurses and licensed practical nurses. No medication shall be administered by injection except when a student is susceptible to a predetermined, life endangering situation. In such an instance, the parent shall submit a written and signed permission statement. Such an authorization shall be supported by signed and dated written orders accompanied by supporting directions from the licensed health professional. A staff member shall be trained prior to injecting a medication.

Medications administered by routes other than oral (ointments, drops, nasal inhalers, suppositories or non-emergency injections) may not be administered by school staff other than registered nurses or licensed practical nurses.

If the District decides to discontinue administering a student's medication, the Superintendent or designee must provide notice to the student's parents or guardian orally and in writing prior to the discontinuance. There shall be a valid reason for the discontinuance that does not compromise the health of the student or violate legal protections for the disabled.

In accordance with District Policy 3414, it is the policy of the Board of Directors that students with asthma or anaphylaxis are afforded the opportunity to self-administer prescribed medications. The student's parent or guardian shall submit a written request and other documentation required by the school. The student's prescribing health care provider must provide a written treatment plan. The student shall demonstrate competence, to possess and self-administer prescribed medications during school and at school sponsored events, to the District nurse.

APPENDIX E-1 – MEDICATION AT SCHOOL PROCEDURE

District Procedure 3416P (*Adoption Date: 10/08/12*)

Each school principal shall authorize two (2) staff members to administer prescribed or over-the-counter oral or topical medication, even drops or ear drops (“medication”). Oral medications are administered by mouth either by swallowing or inhaling and may include administration by mask if the mask covers the mouth or mouth and nose. These designated staff members will participate in an in-service training session conducted by a physician or registered nurse prior to the opening of school each year.

Prescribed or over-the-counter medication may be dispensed to students on a scheduled basis upon written authorization from a parent with a written request by a licensed health professional prescribing within the scope of their prescriptive authority. If the medication is to be administered more than fifteen (15) consecutive days the written request must be accompanied by written instructions from a licensed health professional. Requests shall be valid for not more than the current school year. The prescribed or non-prescribed medication must be properly labeled and be contained in the original container. The prescribed or over-the-counter oral medication will:

- A. Collect the medication directly from the parent, students should not transport medication to school, collect an authorization form properly signed by the parent and by the prescribing licensed health professional and collect instructions from the prescribing licensed health professional if the medication is to be administered for more than fifteen (15) consecutive days;
- B. Store the prescription or non-prescribed oral medication (not more than a twenty (20) day supply) in a locked, substantially constructed cabinet;
- C. Maintain a daily record which indicates that the prescribed or non-prescribed oral medication was dispensed.
- D. Provide for delegation, training and supervision by a physician or registered nurse.

A copy of this policy and procedure will be provided to the parent upon request.

Medications administered, other than orally, may only be administered by a registered nurse or licensed practical nurse.

Nasal inhalers, suppositories and non-emergency injections may not be administered by school staff other than registered nurses and licensed practical nurses. No prescribed medication shall be administered by injection by staff except when a student is susceptible to a predetermined, life-endangering situation. The parent shall submit a written statement which grants a staff member the authority to act according to the specific written orders and supporting directions provided by licensed health professional prescribing within his or her prescriptive authority (e.g., medication administered to counteract a reaction to a bee sting). Such medication shall be administered by staff trained to administer such an injection.

Written orders for emergency medication, signed and dated, from the licensed health professional prescribing within his or her prescriptive authority shall:

- A. State that the student suffers from an allergy which may result in an anaphylactic reaction;
- B. Identify the drug, the mode of administration, the dose. Epinephrine administered by inhalation, rather than injection, may be a treatment option. This decision must be made by the licensed health professional prescribing within his or her prescriptive authority;

- C. Indicate when the injection shall be administered based on anticipated symptoms or time lapse from exposure to the allergen;
- D. Recommend follow-up after administration, which may include care of the stinger, administration of additional medications, transport to hospital; and
- E. Specify how to report to the health professional prescribing within his or her prescriptive authority and any record keeping recommendations.

Documenting and reporting medication errors and omissions.

The purpose of this procedure is to ensure safe oral medication administration at school. The correct oral medications must be administered to the correct student at the correct time, in the dosage prescribed, by the correct route. Deviation from this standard constitutes a medical error. A dose that is missed (omitted) is considered a medication error. All medication errors and omissions must be documented and reported (via Form 3416) to the district's lead nurse.

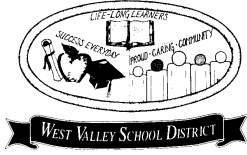
1. All errors/omissions must be documented and reported to the district's lead nurse within 24 hours of the discovery of the error/omission. School staff shall use Form 3416 to document the error/omission.
2. School staff shall notify the student's parent/guardian of the error/omission.
3. School staff shall notify the school's principal of the error/omission.
4. The district's lead nurse, using clinical judgment, will determine the level of severity of the medication error/omission.
5. In accordance with WAC 246-840-730, if the error/omission caused bodily harm or injury to the student, or caused the student to be seen by emergency services, the incident must be reported by the district's lead nurse to:

The Washington State Nursing Quality Assurance Commission
PO Box 47864, Olympia, WA 98504-7864
Phone: (360) 236-4700
6. If the error/omission was committed by an unlicensed school employee and the error/omission caused bodily harm or injury to the student, or caused the student to be seen by emergency services, the district nurse shall notify the Department of Health, Unlicensed Practice Unit at (360) 236-4659.
7. Theft or suspected theft must be documented and reported to the district's lead nurse. Theft or suspected theft will be reported to law enforcement by the district's lead nurse.
8. In accordance with RCW 4.16.350, the district's lead nurse shall retain reports of medication errors/omissions for eight years after the incident. The reports will be used by the district's lead nurse to determine trends and patterns of medication errors/omissions; assist in identification of educational and resource needs of licensed and unlicensed staff; and record circumstances contributing to the error/omission and actions taken as a result of the error/omission.

Analysis of medication errors and omissions.

The district's lead nurse will analyze the medication errors/omissions reports and provide, annually, at the end of the school year, a report to the Assistant Superintendent for Learning and Teaching. If needed, the district's lead nurse will make recommendations for improvements in procedures/operations for the next school year. The district's lead nurse shall not be constrained by the annual reporting requirement. If there is a procedure/operation that needs to be changed immediately, the district's lead nurse may make the recommendation at any time.

**APPENDIX F-1 (A) APPROVAL REQUEST FORM FOR CLASSIFIED STAFF
DEVELOPMENT- Secretaries**



**Approval Request Form
for Classified Staff Development-
Secretaries**

Directions

- Submit **one** Approval Request Form **for each course or set of hours** that you complete toward the staff development stipend.
- After successfully completing the full **16 hours** of training needed in order to be reimbursed, submit all of the completed forms and relevant documentation confirming your participation in the workshops or classes.

Name: _____ Position: _____

Building/Department: _____

Date of class or activity: _____

Name of Activity: _____

Description of the class or activity: _____

Number of hours completed with this training: _____

Total hours completed: _____/16

Employee Signature: _____ Date: _____

Principal/Supervisor: _____ Date: _____

Approved

Does not qualify

Human Resources Director: _____ Date: _____

Approved

Does not qualify

Revised **9/19**

Budget Code: **1.0.530.0011.10. .0100.23.3156.943**

APPENDIX F-1 (B) - APPROVED STIPEND CLAIM FORM

**West Valley School District # 208
Approved Stipend Claim Form**

Classified (Secretary) Staff Development

Directions

Attached are the approved courses or set of hours that have been submitted for the 16 hour requirement staff development stipend. After successfully completing the 16 hours of inservice or training, request payment of the stipend by *resubmitting all Approval Request Forms, this Approved Stipend Form, accompanied by documentation of successful completion of each course or set of hours.*

Name: _____ Position: _____

Building/Department: _____

APPROVED ACTIVITY:

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Final Human Resources Director Approval: _____ Date: _____

HR 9/19 Budget Code: **1.0.530.0011.10. .0100.23.3156.943** \$450.00

APPENDIX F-1 (C) – PROFESSIONAL GROWTH RESPONSIBILITY - Secretaries

The goal of this plan is to improve efficiency and productivity on the job.

DIRECTIONS: FILL OUT AND RETURN TO YOUR DIRECT SUPERVISOR FOR APPROVAL PRIOR TO PROCEEDING WITH THE PLAN.

Name: _____ **Date:** _____

Work Assignment: _____ **Direct Supervisor:** _____

The responsibilities I plan to fulfill to complete this plan are outlined below. The plan will not extend the workday nor cause the District to incur overtime liability. Whether or not the plan specifies a number of hours, it is anticipated that the stipend will be earned through the expenditure of between six (6) and ten (10) hours of time.

Approved by Direct Supervisor

Direct Supervisor's Signature Date

Approved by Human Resources Director

Human Resource Director's Signature Date

VERIFICATION OF COMPLETION OF PLAN:

(Fill out and sign below after you have completed your approved plan and return to your supervisor)

I, _____ verify that I have fulfilled the responsibilities as outlined in this plan, in accordance with the Collective Bargaining Agreement between the West Valley Educational Secretaries Association and the West Valley School District (Article III, Section 8B)

Employee's Signature Date

Direct Supervisor's Signature Date

Form will be forwarded to the District Payroll office for payment in the next District pay period following supervisor's verification of completion.

Budget code(s):	1.0.530.0011.10.	.0100.23.3155.943	\$200.00
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APPENDIX F-2 EVALUATION FORM

West Valley School District #208 Secretarial Employee Performance Evaluation

Employee's name:

Department:

Classification Title:

Evaluator's Name:

Evaluation Period:

Evaluation Date:

OVERALL PERFORMANCE

- Satisfactory
- Needs Improvement
- Unsatisfactory

CRITERIA

1. **Quality of Work** (Competence, accuracy, neatness, thoroughness).
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory

2. **Quantity of Work** (Use of time, volume of work accomplished, ability to meet schedules, productivity levels).
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory

3. **Job Knowledge** (Degree of technical knowledge, understanding of job procedures, and methods).
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory

4. **Working Relationships** (Cooperation and ability to work with others).
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory

5. **Supervisory Skills** (Training and directing subordinates, delegation, planning and organizing work, problem solving, decision making, ability to communicate).
 - Satisfactory
 - Needs Improvement
 - Unsatisfactory

6. **Specific Achievements:**

7. **Performance Goals for next evaluation period:**

8. **Training and Development Suggestions:**

9. **Attendance:**

Evaluator's Signature: _____ Date: _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings:

Employee's Signature: _____ Date: _____

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