

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**NINE MILE FALLS SCHOOL DISTRICT NO. 325**

**and the**

**NINE MILE CLASSIFIED PUBLIC EMPLOYEES ASSOCIATION**

**Effective September 1, 2018 - August 31, 2020**

**With amendments**

**November 19, 2019 – August 31, 2020**

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## **PREAMBLE**

The Classified Public Employees Association and the Nine Mile Falls School District Board of directors are committed to ensuring a quality educational program for all students. We believe that through a team-building approach characterized by shared decision making, a commitment to open, ongoing communication and a sense of ownership, an environment of trust will result.

## **ARTICLE I - ADMINISTRATION**

### **Section 1: Definition of Terms**

- A. The terms "District" shall mean the Nine Mile District Number 325, Spokane County, Washington State; or its agents.
- B. The term "Board" shall mean the Board of Directors of the Nine Mile School District.
- C. The term "Association" or "Nine Mile CPEA" shall mean the Nine Mile Classified Public Employees Association, which is affiliated with the Washington Education Association, the National Education Association and the WEA-Eastern Washington.
- D. The term "Parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "day" shall mean employee work day unless specified otherwise in this Agreement.
- G. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
- H. The term "President" shall mean the President of the Association or his/her designee.
- I. The term "Employee" shall mean any member of the bargaining unit as represented by the Association. Unless the context in which they are used clearly requires otherwise, words used in the contract denoting gender shall include both the masculine and feminine.
- J. The term "Regular Employee" shall mean any full-time or part-time employee who has successfully completed the probationary period. All provisions of this Agreement apply to this category of employee.
- K. The term "Provisional Employee" shall mean any newly hired employee, except those with substitute status.
- L. The term "Long-term Substitute" shall mean an employee who works more than twenty (20) consecutive days and who has been hired to replace a regular employee who is on approved leave of more than one (1) month.
- M. The term "Paraeducator assigned overload hours" shall mean an employee who performs temporary work required to meet the negotiated certificated class size provisions as stated in the Nine Mile Falls Education Association and District Collective Bargaining Agreement.

- N. The term “Letter of Reasonable Assurance” shall mean a notice of the District’s intent to continue to employ the individual for the current and/or ensuing school year.
- O. The term “seniority” shall be defined as the first day of work.
- P. The term “RCW” shall mean the Revised Code of Washington.
- Q. The term “WAC” shall mean the Washington Administrative Code.
- R. The term “PERC” shall mean the Washington State Public Employee Relations Commission.

## **Section 2: Recognition**

- A. The employer hereby recognizes the Nine Mile Classified Public Employees Association/Washington Education Association/National Education Association as the exclusive bargaining representative for classified employees in the bargaining unit described in Section 2, B, below.
- B. The bargaining unit to which this Agreement is applicable shall consist of all classified employees of the Nine Mile Falls School District No. 325, excluding: (1) the secretary to the superintendent, (2) secretary to the Assistant Superintendent (or Director), (3) the payroll officer, (4) the media contact/clerk, (5) the accounts payable clerk, (6) employees housed in the District Office; (7) staff in a supervisory role, (8) IT Technician, and employees whose duties necessarily imply a confidential relationship to the superintendent or the School Board of Directors as per RCW 41.56.030 (11). Any other exceptions must be bargained. (2017)
- C. Provisional employees shall serve a probationary period for the first sixty (60) working days of employment. Provisional employees may be discharged at the discretion of the district during the probationary period and shall have no access to layoff/recall, or the grievance procedure in regard to termination. They accrue no seniority until completion of the probationary period at which time their seniority shall revert to their first day of work.
- D. Temporary Employees, including long-term substitutes shall be assigned to a definite and regular work schedule which shall not be changed without reasonable prior notification to the employee. Temporary employees may be discharged at the discretion of the district.
- E. Subcontracting: For the duration of this Agreement, the duties and/or responsibilities normally assigned to employees in the bargaining unit shall not be transferred to any other bargaining unit, agency or individual so as to replace or reduce such duties and responsibilities without first discussing the issue at a Labor/Management meeting. Nothing in this paragraph prevents the Association from notifying the District of the need to bargain the matter.

### **Section 3: Status of Agreement**

- A. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- B. Existing rules, regulations, policies, resolutions, or practices of the District which are not in conflict with this Agreement shall remain in full force and effect.

### **Section 4: Conformity to Law**

- A. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or 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.
- B. Neither party shall be compelled to comply with any provisions of this Agreement which conflict with Washington Administrative Codes, state or federal statutes, or regulations promulgated pursuant thereto.

### **Section 5: Distribution of Agreement**

Following ratification and signing of this Agreement, the Association shall design and prepare an electronic copy and the WEA will print this Agreement, subject to final approval of design, format and copy by both parties. The cost of printing the Agreement shall be borne equally by the District and the Association. The Association shall distribute copies of this Agreement to all covered employees including all new and prospective employees.

### **Section 6: Labor Management Meetings**

- A. It is mutually agreed that a committee from the Association and a committee from the District management may conduct regular labor/management meetings for the purpose of resolving problems that may arise and to promote the general climate of labor/management relations. Meetings may be conducted at least once every three (3) months during the school term but may be scheduled more often by mutual agreement. The committee will be comprised of members of the Association as well as members of the District. Both the Association and the District may bring as many members as they deem necessary. Written agenda items will be prepared in each case and exchanged by the parties at least twenty-four (24) hours in advance of each meeting unless this timeline is waived. (2017)
- B. All existing job descriptions shall be reviewed and updated in Labor Management meetings. New job descriptions or changes to existing job descriptions shall be discussed in Labor Management meetings prior to implementation. (2017)



## **ARTICLE II – BUSINESS**

### **Section 1: Association Dues Deduction**

- A. Employees shall have automatic payroll deduction of local, state and national membership dues, provided, however, that it is expressly understood and agreed that this deduction system shall not be used for the collection of association-imposed fines, penalties, assessment, or any other association-imposed collection of monies. (2014)
- B. The amount of membership dues shall be deducted out of each paycheck. (2014)
- C. Dues deductions for employees beginning work after the commencement of the school term shall be prorated on the basis of their remaining work days. (2006)

### **Section 2: Hold Harmless**

The Association shall indemnify, defend, and hold the District harmless against any claim made or any suit instituted or judgment rendered against the District resulting from any action taken under this section of the Agreement. (2008)

### **Section 3: Employee Rights**

In accordance with RCW 41.56.040, employees shall have the right to self organization; to form, join, or assist employee organizations; to bargain collectively through representatives of their own choosing; and shall also have the right to refrain from any and all such activities. (2011)

### **Section 4: Association Rights**

- A. For the purpose of carrying out the terms of this Agreement, Association representatives shall have reasonable access to covered employees before and after work hours and during scheduled rest breaks and lunch periods, and provided that such representatives shall first sign in at the office of the building in which they are to visit. Such access shall not in any way interfere with or interrupt the employee's work or normal school operation.
- B. The Association may use approved District buildings for meetings at such times as will not interfere with the normal operation of the District and which will entail no additional cost for building maintenance or custodial care.
- C. The Association may use approved business machines of the District at reasonable times when such equipment is not otherwise in use. Said machines shall be used only in the building in which they are normally housed. The Association shall pay for the cost of all materials and supplies related to such use and shall be held responsible for any damage or maintenance charges attributable to such use.

- D. The Association may post official Association notices on bulletin boards provided in each building that are specifically designated by the District for that purpose, said bulletin boards to be divided equally among officially designated employee bargaining units. Notices so posted shall be appropriate to the school environment and shall not contain material that is detrimental or defamatory to any individual or group. The District assumes no responsibility or liability for material posted.
- E. The Association may use in-District mail including electronic mail service for official Association communications so long as such communications are labeled as Association material and contain the name of the authorizing official, and provided that such communications are not defaming to any individual or group. A copy will be given to the appropriate building principal(s) and the superintendent or his/her designee at the time of distribution. The Association shall hold the District harmless from any inappropriate or improper use of the in-District mailing system. (2008)
- F. The Association shall furnish, in writing, to the District the names of representatives and alternate representatives, upon their appointment. Representatives shall be authorized to represent covered employees and process grievances on school premises before and after work, and during scheduled rest break and lunch periods. Should it become necessary for a representative to leave his/her place of work in order to represent an employee or process a grievance, the representative shall do so only after receiving authorization from his/her building principal or the superintendent or his/her designee. The representative shall apprise the authorizing administrator of the anticipated duration of the absence from the building. The representative shall notify the authorizing administrator immediately upon his/her return to work.
- G. The District agrees to provide to the Association any and all information required under RCW 41.56.
- H. The rights of the Association and its duly authorized representatives as expressly set forth in this Agreement shall be granted only to the Association as the officially designated representative of the covered employees.
- I. The District shall make available to the Association a roster of covered employees as soon as is practical following the start of the school year and inform the Association within two (2) weeks in writing of any additions with hire date, or deletions of covered employees. The Association shall be able to meet with new employees ninety (90) days after their hire date for a minimum of thirty (30) minutes during regular work hours. (2018)

#### **Section 5: District Rights**

It is agreed that customary and usual rights, powers, functions, and authority of management are vested exclusively in management officials of the District without prior negotiation with any

bargaining representative. Included in, but not limited to, these rights is the right to direct the work force; the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In matters not covered specifically by language within this Agreement, the District shall have the clear right to make decisions in such areas and such decisions shall not be subject to the grievance procedure.

#### **Section 6: Nondiscrimination**

- A. There shall be no discrimination by either the District or the Association with respect to the employment of a person because of such person's age, sex, marital status, race, creed, color, national origin, families with children, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide, service animal (excluding comfort animals) by a person with a disability unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. **(2018)**
- B. Neither the Association, its members or any other covered employees shall discriminate against or harass any member of the Board of Directors, confidential or supervisory employees, or any member of the District administration or their agents by reason of any action taken in the performance of their official duties as representatives of the District. (2011)
- C. The District and the Association agree that both bear respective responsibility for compliance with this section. (2011)

## **ARTICLE III – WORKING CONDITIONS**

### **Section 1: Hours of Work and Overtime**

- A. Employees who are changing positions or number of hours will be given a written notice of their hours, assignment for the coming school year, rate of pay and personal work calendar prior to the first day they report to school.
- B. Employee knowledge of work stability is important, consequently each employee shall be assigned to a definite and regular work schedule which shall not be changed without reasonable prior notification to the employee, except in emergency situations.
- C. Employees will not be requested to plan or prepare on their own time.
- D. Other Duties As Assigned: When duties are to be performed that are not a regular part of the regularly assigned duties, the administrator will work with the employee to adjust the current workload to match hours scheduled.

### **Section 2: Workday**

- A. Full-time Work Day: The normal full-time work shift shall consist of eight and one-half (8 1/2) hours for eight (8) hours' compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, an uninterrupted fifteen (15) minute first-half and uninterrupted fifteen (15) minute second-half rest break.
- B. Part-time Work Day: Employees working more than five (5) hours but less than eight (8) hours shall receive a fifteen (15) minute uninterrupted rest break in each of the first and second segments of the shift, and shall also receive a thirty (30) minute uninterrupted lunch break as near the middle of the shift as is practicable.
- C. Employees working three (3) hours or more are entitled to one fifteen (15) minute relief period as part of the paid working day. Where practical, relief periods should be taken at regularly schedule times.
- D. Under the Fair Labor Standard Act the work week will be Monday through Sunday. (2011)

### **Section 3: Lunch Periods**

- A. Employees required to work through their regular lunch periods will be assigned an alternate time to eat. In the event that the principal/supervisor requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the lunch period at regular rates.

- B. Employees working at multiple job sites shall take their scheduled breaks at the site of their choosing. Travel time is not included in lunch break.

#### **Section 4: Call Backs**

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

#### **Section 5: Overtime**

- A. All hours under (40) hours per week will be paid at the employee's regular hourly rate. All hours worked in excess of forty (40) hours in one week shall be compensated at one and one-half (1 1/2) times the employee's applicable base hourly rate.
- B. Double time pay shall be paid for Sundays unless Sundays are part of an employee's regular work week.
- C. Where an employee in a single workweek works at two or more different types of work for which different rates of pay have been established, the regular rate for that week is the weighted average of such rates. That is, the total earnings are computed to include the compensation during the workweek from all such rates, and are then divided by the total number of hours worked at all jobs in that workweek. (2017)

#### **Section 6: Overtime Distribution**

- A. Overtime first shall be offered to permanent employees in that job classification within the building, based on the classification seniority list.
- B. If all employees in that job classification within the building refuse the overtime, a reasonable effort will be made to offer the overtime to the senior qualified employee in other classifications in that building based on the district seniority list.

#### **Section 7: Temporary Reassignment to Substitute**

- A. In the event the District or immediate supervisor temporarily assigns a permanent employee as a temporary substitute to perform services regularly performed by another employee, the assigned employee shall be paid at his/her regular pay rate or, the beginning rate of the absent employee, whichever is higher.
- B. In the event an employee works at two or more different classified positions for which different rates of pay have been established, the regular rate for computing substitute duties is the weighted average of such rates. That is, the total earnings are computed to include the compensation during the workweek from all such rates, and are then divided by the total number of hours worked at all regularly assigned position in that workweek. If the beginning

rate of the absent employee's pay classification is higher than the employee's weighted average, the employee will receive the higher rate of pay. The established calculation does not include additional or temporary assignments i.e. Gate-keeping, score clock, time-keeping, extra hours for testing, etc. (2011)

- C. If the assignment exceeds thirty (30) consecutive working days, the position shall be posted and filled as per this contract and the permanent employee shall return to their former position. (2011)

### **Section 8: School Closure**

- A. If schools are closed after the building starting time, employees who have reported to work and are affected by the closure will be paid for the hours worked up to the time of notification or a minimum of three (3) hours, whichever is greater.
- B. When schools are closed early, employees shall be permitted to leave immediately after students are dismissed.
- C. When school is dismissed for early release or there is a late start for in-service, conferences, etc., the employee may work his/her normal shift based on a flexible plan determined by the immediate supervisor and employee. Other work hours may be established.
- D. It is the responsibility of the employee to access all available methods of notification of the school closure(s) caused by bad weather. If general notification of school closure(s) during this period is not given at least one (1) hour prior to the employee's shift start time and the employee reports to work, the employee shall be compensated for three (3) hours.
- E. Employees have an option of submitting request for pay or working out flextime with their immediate supervisor.

### **Section 9: Flex Time/Compensation Option**

- A. When an employee is requested to work more hours than those for which the employee is normally scheduled, the employee and supervisor may mutually agree to compensation time in lieu of additional pay.
- B. The request for the use for compensation time may be initiated by either party but must be agreed to in advance by both. If the use of compensation time is arranged between the employee and supervisor, such authorization and the dates and times the compensatory time will be taken shall be documented by the supervisor and employee on the flex leave form (Appendix G). Said accrual log must be turned into the district office. It must be recorded in Aesop when a sub is needed. Compensatory time is not to be written on the employee's timesheet. (2011)

- C. All compensatory time must be taken within the same fiscal year or it will be cashed out. Compensatory time will accrue at the same rate, as if the time were paid, and overtime (over forty (40) hours per week) at 1.5 times normal rate. Compensatory time cannot be rolled over from one school year to the next. Compensatory time logs must be completed, approved and submitted to the District Office by the first business day of August. (2015)

#### **Section 10: Job Classification**

- A. As used in this Agreement, general job classifications are those set forth in Appendix A, Classified Salary Schedule.
- B. Job Descriptions: Copies of all job descriptions in the bargaining unit will be provided to the effected employees and the Association.
- C. Employees who change job classification within the bargaining unit shall have thirty (30) working days' probation. If at the end of such thirty (30)-day period the District deems the employee unqualified to meet the job requirements, the employee shall be returned to his/her former job classification.
- D. New classification of employees who are not currently part of the bargaining unit shall be reviewed at a labor/management meeting. This discussion shall include salaries, benefits, and hours. Salaries shall not be less than that of a Step 1 Paraeducator. When an agreement is reached on those items, both parties shall have the authority to accept these conditions.
- E. If an agreement is not reached, either party may request formal negotiations concerning any new classification of employees. Upon negotiation request, the parties shall begin negotiations within ten (10) working days. (2014)
- F. Grants or programs that create positions in which the hours worked are more than 1/2 outside of the school schedule are not subject to Appendix A (Salary Schedule), are not Association members and do not accrue seniority. Grants or programs that create positions in which the hours worked are 1/2 or more inside of the school schedule will be subject to Appendix A (Salary Schedule), are Association members, and do accrue seniority.
- G. Nine Mile Falls School District supports students working paid/unpaid temporary positions designed to give the student work skills/study skills. These positions are assigned by the building principal and will be worked while a District employee is present. Students being trained must work during the supervisor's shift. These positions are not designed to take hours from classified staff. The Hiring Authorization Form must be used with the additional statement "non-posted student position". (2011)

### **Section 11: Paraeducator Requirements**

As per State law, paraeducators and substitute paraeducator employees must be at least eighteen years of age and hold a high school diploma or equivalent. In addition, a paraeducator must meet one or more of the following:

- A. Have received a qualifying score on the Education Testing Service (ETS) Paraeducator Assessment as published by PESB; or
- B. Hold an Associate of Arts degree or higher from an accredited college or university; or
- C. Have earned 72 quarter credits or 48 semester credits at the one-hundred level or higher at an accredited college or university; or
- D. Have completed an apprenticeship as a paraeducator, in a program registered with the Washington State Apprenticeship and Training Council. **(2018)**

### **Section 12: Substituting for Certificated Staff Members**

- A. In emergencies, employees who hold a valid teaching or substitute certificate may substitute for a certificated staff member. The employee will receive the certificated hourly substitute rate of pay if higher than the employee's regular rate of pay. Compensation shall commence from the time that the employee begins coverage of the classroom/students.
- B. An emergency is defined as a sudden condition or state of affairs calling for immediate action or when arrangements for a regular certificated substitute cannot be made due to time constraints or substitute availability. **(2018)**

### **Section 13: Preparation Time**

It is acknowledged that many employees have duties that involve such matters as instruction or assisting instruction, developing lesson plans, and grading students, for which adequate preparation time is required. Employees who need preparation time shall discuss the matter with the teacher(s) with whom they work in order to arrange for such time. If the matter is not resolved at that level, it may be brought to the building administrator and program director. If it is not resolved at that level, the Association may bring the matter to a Labor/Management meeting for discussion and resolution. If the matter is not resolved through Labor/Management, the employee and/or the Association may initiate a grievance at Step 2. **(2016)**

### **Section 14: Staff Development/Training**

The District shall provide staff development/training for all employees within the bargaining unit as appropriate to their job assignment. Such training may include, but is not limited to: office procedures and technology use; student safety and discipline; playground safety; Safe Schools



Training; student restraint behavior modification; medication disbursement; care of medically fragile students; proper lifting techniques and handling, care and disposal of hazardous materials. If this training is held outside of the normal workday, employees will be compensated at their hourly rate of pay or at the overtime rate if the employee's hours are such that they have met that threshold. (2018)

#### **Section 15: Fundamental Course of Study for Instructional Paraeducators (2019)**

- A. The Fundamental Course of Study (FCS) is the core training all instructional paraeducators must receive before working with students and their families, or at a minimum, by the deadlines described below.
- B. The FCS must include the training competencies that align with the paraeducator standards of practice.
- C. The five standards are:
  - 1. Supporting instructional opportunities;
  - 2. Demonstrating professionalism and ethical practices;
  - 3. Supporting a positive and safe learning environment;
  - 4. Communicating effectively and participating in the team process; and
  - 5. Demonstrating cultural competency that aligns with standards developed by the Professional Education Standards Board (PESB).
- D. It is the responsibility of the District to ensure that employed instructional paraeducators complete the required hours of paid training based on legislative funding for the current school year.
- E. Timelines and deadlines:
  - 1. The district will implement the FCS only in school years for which state funding is explicitly appropriated for the FCS and just for the number of days/hours that are funded by the legislature.
  - 2. Instructional paraeducators hired for the 2019-20 school year must complete the required FCS training by September 1, 2021.
  - 3. Beginning September 1, 2021, Instructional paraeducators hired prior to September 1 must complete the required FCS training by September 30 of that same year.
  - 4. Beginning September 1, 2021, Instructional paraeducators hired after September 1 must complete the required FCS training by September 1 of the following year.
- F. The District will provide the affected instructional paraeducators with the funded and required FCS training. Any instructional paraeducator who chooses not to participate in the

District provided FCS training will still be accountable for obtaining the required training within the required timeline. Any instructional paraeducator who fails to meet the minimum FCS requirements within the timeline may be subject to termination.

- G. Instructional paraeducators shall be responsible for completing filing requirements with the superintendent of public instruction, in accordance with WAC 179-01-020, the completion of the fundamental course of study.
- H. Instructional paraeducators will be required to provide the District documentation of completed FCS requirements in order to be compliant with the FCS requirements and compensated for the state funded hours.
- I. Completion of the required FCS training is not eligible for overtime compensation.

#### **Section 16: All Staff Day**

All employees shall be compensated for their attendance at the annual All-Staff Day. Employees whose normal work schedule is less than four (4) hours per day shall be compensated for their attendance at the All-Staff Day for up to four (4) hours. It is the responsibility of the employee to record those hours on their timesheet. (2017)

#### **Section 17: In-Service Days/Professional Development/District Required Online Training**

- A. During District in-service days when the topic is not applicable to the employees and/or the Association, bargaining unit members, with approval of the superintendent/designee will be allowed to set up appropriate in-services related to employee needs and District goals and objectives.
- B. Employees who do not normally work on District scheduled in-service days will have the option to be paid, as per the salary schedule, for up to twelve (12) hours per year to attend professional development training subject to approval by their immediate supervisor. (2014)
- C. Additional compensation or release time will be provided during the work day for required District or state programs which can include, but are not limited to First Aid, Dispensing of Medication, and Restraint Training. New employees shall be given release time during the work day for any required health tests. (2014)
- D. Employees are expected to complete District required online training (Safe Schools). If the employee is unable to complete the training during their work day, the District will allow the employee to complete the training outside of their assigned work hours. Employees will be compensated at their hourly rate of pay or at the overtime rate if the employee's hours are such that they have met that threshold. Hours must be recorded on a timesheet with the course start and end times. The expectation is that the time will not exceed four (4) hours

per school year, and that all of the required training must be completed by October 31.  
(2018)

**Section 18: Attendance at Meetings and Events**

Employees who attend meetings and events related to their employment shall be compensated for the time involved. Employees shall obtain the prior approval of their principal or supervisor to attend such meetings, and such attendance and compensation shall not be unreasonably denied. (2017)

## **ARTICLE IV – PERSONNEL**

### **Section 1: Discipline and Discharge**

- A. The District shall have the right to discipline and/or discharge any employee covered by this Agreement for just cause (See Appendix K).
- B. When an allegation is made against an employee, the District shall conduct a preliminary investigation and inform the employee that an allegation has been made. The employee has a right to a meeting regarding the allegation(s).
- C. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. It shall be the obligation of the employee to make the request to CPEA for such representation.
- D. The Association shall be notified by the District of impending formal disciplinary actions against covered employees. Employees shall be entitled to have a representative of their own choosing present during formal disciplinary action, provided, however, that the Association has the right to have a representative in attendance.
- E. The District shall:
  - 1. Determine whether the alleged misconduct is related to: (a) the orderly, efficient and safe operation of the District; (b) the performance behavior that the District reasonably expects of an employee. Notice shall only be required when the employee would not normally, as part of his/her employment, understand that the type of conduct is the type of conduct that might lead to discipline or dismissal. Employees are expected to act ethically and understand the rules of being an employee.
  - 2. Make an effort to discover whether the employee did, in fact, actually engage in misconduct.
  - 3. Conduct an investigation that is fair and objective.
  - 4. Apply its rules, orders and penalties evenhandedly and without discrimination to any employee.
  - 5. Be sure the degree of discipline administered by the District shall be reasonably related to: (a) the seriousness of the employee's proven offense, and (b) in appropriate circumstances, the District may consider other relevant conduct of the employee.
- F. The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action, which

normally includes verbal warning, written reprimand, and suspension, with non-renewal or discharge as a last resort. This section shall not prevent an arbitrator from viewing the appropriateness of discipline based on all the circumstances. The District reserves the right to implement more strict disciplinary action if the offense committed by the employee should so warrant.

- G. Any formal discipline record above a verbal warning shall be placed in the employee's personnel file, including the reason for such action.
- H. The employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action.
- I. If an employee desires to quit or if the District discharges an employee, two (2) weeks notice shall be given, provided, however, that the District is not obligated to give such notice where an employee is discharged for immorality, insubordination, intoxication, or just cause.
- J. Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.
- K. Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

## **Section 2: Personnel Files**

- A. Right to Inspect: Employees shall have the right to inspect all contents of their official personnel file. The personnel file shall be examined under the direct supervision of the superintendent or his/her designee in the District Office at a mutually agreeable time during normal business hours. At the employee's request, another person may be present. The District shall follow all provisions of the family rights and privacy act.
- B. Under no circumstances shall the personnel file or any of its contents be removed from the District Office. Employees viewing their personnel file shall sign and date the file folder after each viewing. After viewing their file, employees may develop a list of the contents and such list may be signed and dated by the employee and the superintendent or his/her designee verifying the contents of the file on such date. Administrators and/or program directors reviewing an employee's file shall sign and date after each review. (2011)
- C. Right to Notice and to Attach Comments: No written evaluation or correspondence making derogatory reference to an employee's competence or character shall be placed in the official personnel file without the employee's knowledge, signature, and opportunity to attach his/her comments. Employees shall receive a copy of all items within one (1) calendar week of placement in the personnel file. Nothing in the file may be removed, changed or destroyed by the employee.

- D. Limit to Access: The official personnel file shall be available for review only for District administrators and/or their designee(s), and to the employee or his/her written designee. One (1) copy of material contained in an employee's personnel file may, upon written request, be made available to the employee at his/her own expense.
- E. Removal of Material: Any derogatory material found in the employee's file shall be removed No later than three (3) years from the time of placement of such material in the file provided there has been no further disciplinary action within the three year period. (2011)
- F. Any other materials filed longer than three (3) years in the personnel file shall, at the employee's request with mutual agreement with superintendent and/or designee, be removed provided that the materials are not required to be retained by law. (2011)

### **Section 3: Working Files**

Principal working files tied to evaluation shall be purged at the end of each school year. Non-evaluatory material shall be purged twelve (12) months from the time of the occurrence. **(2018)**

### **Section 4: Employee Safety**

- A. In the event that an employee believes that the conditions under which he/she is assigned to work are unsafe or hazardous, the employee shall immediately report the matter to the appropriate building administrator who shall cause the matter to be investigated. If the District determines the condition to be unsafe, appropriate action will be taken to alleviate the condition. Employees shall not be required to work under conditions that have been determined by the District or other appropriate agency having jurisdiction over school safety matters to be unsafe or hazardous.
- B. The District shall provide reasonable support and assistance to employees who are required to maintain control and discipline of students in the employee's assigned work areas. The District or its designated representative(s) shall take reasonable steps consistent with District policy to relieve the employee of responsibilities with respect to students who repeatedly and habitually violate rules and regulations.
- C. Employees whose duties require the supervision of students shall be authorized to exercise such reasonable and prudent measures as may be necessary to protect themselves, other District employees, or students from physical attack or to prevent damage to District property. All cases of physical attack shall be promptly reported to the appropriate building administrator or, in their absence, to the superintendent or his/her designee.
- D. Employees designated to handle catheter or gastric tubes will be provided appropriate training at District expense. No employee shall be required to dispense or administer medication unless qualified and legally authorized to do so in accordance with Washington

state law. Employees shall be protected from liability by the District when following written instructions provided to employees for dispensing or administering medication.

1. The District shall provide proper support to employees assigned to work with special needs students, medically fragile inclusion students and/or students with a history of violent behaviors. Such support may include: (2017)
    - a. Adequate and appropriate training
    - b. Access to a school nurse.
  2. Employees assigned to work directly with a student with special needs shall be provided access to that student's IEP, behavior plan and/or 504 Plan. (2017)
- E. The District shall provide liability insurance coverage for those employees who are required to maintain order and discipline and the protection of school personnel and students. The District shall indemnify and defend employees sued while acting within the scope of their employment.

#### **Section 5: Harassment**

- A. The District prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this Agreement. For purposes of this section, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker or any person working for or on behalf of the District. Verbal taunting (including racial and ethnic slurs) that, in the employee's opinion, impairs his or her ability to perform his or her job is included in the definition of harassment.
- B. The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been harassed in the performance of his/her job. The District shall treat all such complaints or allegations with respect and confidentiality regarding the personal privacy of all concerned parties. There shall be no retaliatory action against anyone filing a good faith complaint of any type of discrimination, including harassment. **(2018)**

#### **Section 6: Complaints Against Employees**

It is the intent of all parties to place a high priority on resolving complaints against employees. It is expected that all parties will refer complainants to the affected employee since most concerns and complaints can be resolved by informal discussions between the complainant and the employee. All complaints made against an employee will be handled according to Policy 4220. Any complaint not called to the attention of the employee within ten (10) working days may not be used as the basis for or in support of any disciplinary action against the employee.

## **ARTICLE V – VACANCY AND TRANSFERS**

### **Section 1: Seniority Procedures**

- A. Seniority Date: The seniority of an employee within the bargaining unit shall be established on the date on which the employee began continuous daily employment (hereinafter called "hire date") regardless of the number of hours worked, unless such seniority shall be lost as hereinafter provided. If more than one employee has the same date of hire, they should be invited to a meeting where the more senior employee will be determined by toss of a coin.
- B. Seniority List: The District shall supply the Association with a Seniority list indicating the hire date by November 1<sup>st</sup> of each year.
- C. Loss of Seniority: The seniority rights of an employee shall be lost for the following reasons:
  - 1. Resignation
  - 2. Discharge for justifiable cause
  - 3. Retirement
- D. Seniority rights shall not be lost for the following reasons, without limitation:
  - 1. Time lost by reason of industrial accident, industrial illness, or judicial leave
  - 2. Time on leave of absence granted for the purpose of serving in the armed forces of the United States
  - 3. Time spent on other authorized leaves, or
  - 4. Layoff

### **Section 2: Definitions**

- Assignment: The placement of an employee to a position.
- Vacancy: A new or open position to be filled.
- Transfer: A change to a different assignment or building.
- Reassignment: A change to a different assignment or building due to a shift in student population.
- Promotion: A permanent increase of hours or a change in job classification resulting in an increase of pay as a result of following established hiring procedures.
- Position: A state of employment in which specific duties or responsibilities require an employee from the bargaining unit.



### **Section 3: Assignment**

- A. Commitment Toward Full-Time Employment: The District and the Association encourage the employment of people on a full-time basis. To this end, when an assignment of one (1) hour of overload work becomes available, they shall be offered to the most senior qualified employee with time available. (Assignments over one (1) hour will be posted.) The District will make every effort to maintain the number of full-time positions. The District will notify the Association of the process used to fill the assignment.
- B. The Superintendent or his/her designee is responsible for all assignments and transfers. In the determination of assignment and transfers, the Superintendent or his/her designee shall consider the employee's seniority, training, experience, personal preference, ability, performance, and the best interests of the district. The assignment and transfer of an employee directly affects his/her satisfaction and effectiveness. Assignment and transfer should match the employee's qualifications in the areas of training, experience and personal preference.
- C. The employee with the earliest hire date shall have preferential rights regarding shift selection, promotions, reassignments to vacant jobs or positions, and layoffs. If the best interests of the District determines that seniority rights should not govern because a junior employee's documented abilities, performance, training, and experience are substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee(s) its reasons why the senior employee(s) have been bypassed.

### **Section 4: Vacancy**

- A. The District shall publicize within the bargaining unit for five (5) working days the availability of a vacant position, as soon as possible after the District is apprised of the vacancy. A copy of the job postings shall be forwarded to the Association president prior to posting. Upon approval by Labor/Management, postings may be made in-district and out-of-district concurrently. CPEA applicants have priority before out-of-district applicants are considered. (2017)
- B. Substitutes: When an employee cannot fulfill duties due to an emergency situation as provided for in Article IX, Section 11, Court Appearance Leave; Section 10, Military Leave; or Section 12 Unpaid Leave of Absence, a vacant position will be declared by the district. The District will take into consideration the individual employee's situation.
- C. In the event there is an uncertainty in the declaration of any vacancy and there is a need for an employee, the District will: (1) hire a substitute where there is an immediate need; this hiring shall not exceed ten (10) days except by mutual agreement of Labor/Management. An immediate need for temporary personnel will be determined by the building principal(s). (2)

During this period of time, the building principal(s) will evaluate the employment need and all current personnel assignments. (2006)

- D. When a substitute is needed, current employees will receive an extension of their workday provided that the workday does not exceed eight (8) hours of employment. When all personnel have been contacted and all opportunities for adjustment exhausted, and the case has been decided by Labor/Management, the District will hire a temporary substitute from applications currently on file until information concerning the absent employee allows the District to declare the position vacant. A classified substitute list will be established annually.
- E. Following the determination of a vacant position and Board authority to hire, procedures to fill the vacancy will follow the established policy # 5000.

#### **Section 5: Voluntary Transfers**

- A. Movement to a new position as a result of a voluntary transfer will require adjustment of pay to the new salary classification. Employee(s) will be placed in a new position at the rate of  $\frac{1}{2}$  the years of experience as they had under the old positions. In the event the employee is placed at an odd number of years of experience in the old classification, the placement in the new position will be rounded up to the next higher years of experience.
- B. When an employee is hired for an additional position outside of their current classification, the employee will be placed at a rate of  $\frac{1}{2}$  the years of experience from their former position. In the event the employee is placed at an odd number of years of experience in the old classification, the placement in the new position will be rounded up to the next highest years of experience. (2011)

#### **Section 6: Involuntary Transfers**

An employee who changes positions as a result of an involuntary transfer will be paid at the higher of his/her present wage. However, hourly wage will not increase under the new classification until the employee's experience in the classification is equal to the pay schedule.

#### **Section 7: Summer Work**

- A. Employees desiring summer work shall file their phone numbers and addresses in writing with the District personnel office and thereafter shall promptly advise the District in writing of any change in phone number, address, or hiring status. Only employees who have complied with the above filing procedure shall be notified of openings.
- B. The District shall maintain a list of current employees desiring summer work and shall publicize for a minimum of five (5) working days the availability of new or open positions. The District shall first consider current employees before considering outside applicants. A copy of job postings shall be forwarded to the president of the Association. Current

employees shall have preferential rights to summer positions in their general job classification for which they are determined by the District to be qualified.

### **Section 8: Reassignments**

- A. Reassignment occurs when an employee's hours are lost due to enrollment shift.
- B. An employee being reassigned from his/her present position shall have first right of refusal of the new position available (see Article V, Section 3, C). The employee being reassigned to the new position shall be placed in an equivalent position; i.e., one which, among other things, does not involve reduction in rank, hours, or total compensation. If the employee refuses the reassignment to the initial vacancy resulting from the enrollment shift or the subsequently created vacant position due to another district employee voluntarily transferring to the vacancy, the employee risks the loss of hours, building placement, and/or classification.
- C. Should no District employee apply for the original vacancy or subsequent vacancy (should one occur), the employee whose hours were originally lost will be involuntarily transferred to the vacant position.
- D. Employees from within the District will be given first priority for all positions prior to hiring outside applicants.

## **ARTICLE VI – LAYOFF AND RECALL**

### **Section 1: Layoff Procedures**

- A. Layoff is the reduction in the work force causing a severance of employee(s). Prior to final determination of a layoff by the Board of Directors the superintendent, or designee, shall meet with the Association in Labor/Management in an effort to determine if other reasonable options exist that may reduce or eliminate the need for Layoff to occur. The District will give consideration to meeting those needs through attrition, which shall include, but which is not limited to, resignation, retirement and leaves.
- B. The District shall provide written notice to each impacted employee and to the president of the Association. A list of all impacted employees will be delivered to the president of the Association within five (5) working days prior to notification to the impacted employees.
- C. Paraeducator overload hours required to meet the class size provisions of the certificated contract shall be treated as temporary hours subject to reduction if class sized is lowered, and therefore not subject to this Layoff section. Assured hours shall not be impacted by overload hour reduction.
- D. In the determination of layoff, the individual with the least seniority in the bargaining unit is laid off. The last remaining least senior employee subject to layoff whose total position is not eliminated may lose hours but not have severance of employment.
- E. Any new job descriptions shall be developed and presented at the Labor/Management meeting referenced in A, above, and prior to the announcement of the Layoff.
- F. Following the layoff of the least senior individual(s), the most senior displaced employee whose position is eliminated may assume the position of any employee who is less senior, regardless of the number of hours, if he/she meets the minimum requirements as stated in the appropriate job description.

### **Section 2: Recall Procedure**

- A. Employees laid off shall be placed in a re-employment pool maintained by the District according to seniority ranking.
- B. If vacancies occur during the life of re-employment pool, filling of vacancies shall be by seniority bidding from the pool. Once the pool is depleted, any remaining vacancies shall be offered to employees using Article V, Vacancies and Transfers.

- C. An employee remains in the re-employment pool for two (2) years from date of layoff notice, or until the employee resigns or rejects a recall offer for a position for which he/she is qualified.
- D. Employees on layoff status may continue to participate, at their own expense, in the insurance programs as allowed by the insurance carrier to the limits required by COBRA.
- E. Employees on layoff status shall promptly advise the District in writing of any change of address and phone number. Failure to do so could result in forfeiture of recall rights.

### **Section 3: Reduction of Hours**

- A. A reduction of hours occurs whenever an employee's regularly scheduled number of work hours per day is reduced by more than one (1) hour for economic or programmatic needs.
- B. The Association and affected employee(s) being considered for reduction of hours shall be given notification prior to the final decision being made.
- C. In no case shall a reduction of the unit member's work hours take effect until the District gives ten (10) days' written notice to the affected employee and to the Association.
- D. Reduction in hours shall be based on the Layoff Procedures as outlined in Article VI, Section 1 and restoration of hours shall follow the procedures as outlined in Article VI, Section 2. (2014)

## **ARTICLE VII – EVALUATION**

### **Section 1: Employee Evaluation**

All parties agree that observing the work performance of employees is essential to the efficient operation of the District. Toward this end, employees shall be evaluated at least annually. All monitoring or observation of the work performance of an employee shall be conducted openly, without the use of electronic surveillance devices which shall be strictly prohibited.

### **Section 2: Provisional Employee Probation and Evaluation**

- A. Each new employee to the District shall remain in a provisional status for a period of not more than sixty (60) actual workdays following the hire date. During this provisional period, the District may discharge such employee at its discretion and termination procedures and grievances regarding termination herein are not applicable.
- B. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

### **Section 3: Evaluator**

The primary evaluator for employees shall be the site administrator or principal who supervises the employee. For Food Service Workers, the evaluator shall be the Director of Food Service; for Maintenance and Grounds Workers it is the Director of Maintenance. No employee shall have more than one evaluator of record. However, for those employees whose positions impact more than one building or receive direction and/or supervision from more than one position, i.e. custodial staff that receive direction from the Director of Maintenance as well as a building Principal, input from both supervisory roles will be utilized to prepare the evaluation. A non-administrative employee who assists in immediate supervision of Special Education Paraeducators may be a contributor to the primary evaluator, but shall not be the evaluator of record. (2017)

### **Section 4: Evaluation Process**

The employee shall be given a copy of an evaluation report, Appendix H, prepared by his/her evaluator. No evaluation report shall be placed in the employee's file without opportunity for prior conference between evaluator and the employee. No employee shall be required to sign a blank or incomplete evaluation form. Signing the evaluation form acknowledges receipt of the form, not necessarily agreement with its contents. The employee has a right to attach comments on any evaluation report.

## **Section 5: Employee Growth Plan**

(2015)

- A. Each employee will be encouraged to develop an Employee Growth Plan with his/her immediate supervisor and building administrator. The Plan shall be designed to enhance the professional development of the employee or a group of employees, as well as the mission of the District. The employee may involve other District employees to assist him/her with this plan; however, the final document will be signed by the immediate supervisor or building administrator, an association officer (if funding is requested) and the employee.
- B. The District shall allocate three thousand dollars (\$3,000) per year for an employee growth plan fund. Any unused funds will be carried over to the next year, subject to a maximum amount in the fund of six thousand dollars (\$6,000) and reported to the Association upon request. **(2018)**
- C. An employee may apply to the Association Executive Board for funding for reimbursement of expenses incurred to implement the Employee Growth Plan, such as class fees or tuition, books, and other related expenses. If an application is approved, reimbursement to the employee shall be made, once annually after all receipts have been submitted by all of the applicants by August 5<sup>th</sup> of each year. If more than one application is approved in a given year, funds will be divided equally among all qualified applicants who have submitted this proof of completion and expenses, up to the amount of the approved expenses. **(2018)**
- D. The District shall give consideration to a leave of absence for those employees who are working towards completion of their growth plan. Any leave of absence beyond one month in length would require school board approval.

## ARTICLE VIII – FISCAL

### **Section 1: Vacations**

- A. Twelve (12) month full-time employees shall be eligible for annual vacations with pay on the basis listed below. Twelve month employees working less than 40 hours a week shall be eligible for annual vacation with pay on a pro-rated basis. (2011)

Years Completed	Days Vacation
1-5	12
6-10	15
11-15	21
16 and over	23 (2008)

- B. It is mutually agreed that vacations shall be scheduled at times when normal activities of the School District will be least disrupted. If two (2) or more employees request overlapping vacation time, the employee with the greatest seniority shall be given priority unless his/her absence would disrupt normal District activities.
- C. Request for summer vacations shall be submitted by June 1.
- D. Vacation leave may be accumulated to a total of twenty-two (22) days. Employees who are discharged or who terminate employment in good standing with two (2) weeks notice shall be eligible to receive payment for earned, unused vacation days.

### **Section 2: Holidays**

- A. Employees shall be paid for the following holidays that fall within their work year:

Labor Day*	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Memorial Day
Day After Thanksgiving	Independence Day
Christmas Day	New Years Day

\*Labor Day will be included if the employee's first required contract day is prior to Labor day. Extra time training and/or Orientation days will not be considered required contract days, unless it is mandated by the District.

- B. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his/her last scheduled shift preceding the holiday or the first scheduled



shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement may occur if the employee can furnish proof satisfactory to the District that because of illness he/she was unable to work on both such shifts. (2008)

- C. Employees who are required to work on the above-described holidays shall receive time and one-half (1 ½) their base hourly rate for time worked, provided, however, that this section shall not apply to those employees whose duties and responsibilities normally require that they are "on call" at all times including holidays.
- D. Should a holiday occur when an employee is on approved paid vacation leave, the holiday shall be paid. Vacation leave will not be deducted from the employee's vacation leave balance for the holiday. (2017)
- E. When a holiday falls on a weekend, it shall be observed on the preceeding Friday or the following Monday.

### **Section 3: Salary Schedule**

- A. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Appendix A.
- B. Legislative Adjustments To Schedule: Salary increases will be passed through per Salary Schedule language. (2018)
- C. Salary adjustments approved by the State legislature, or lack thereof, shall not limit the rights of the Association to bargain increased wages and benefits for employees as provided by RCW 41.56.
- D. Employee compensation shall be issued on the last District workday of each month.
- E. Pay upon Leaving District: All compensation owed to an eligible employee who is leaving the District's employ shall be paid in the next full pay period following such termination of employment with the exception of retirees whom will be paid in August. (2017)

### **Section 4: Salary Placement**

- A. Prior employment by a Washington State public school system shall count in full for salary schedule placement, as long as the employment occurs within two (2) calendar year(s) of leaving another District.
- B. Individuals who exceed two (2) calendar years or individuals who have verified, comparable experience in out-of-state systems, private schools, colleges, or private enterprise may be credited on a one-for-two basis not to exceed six (6) years of experience on the salary

schedule. If the position is highly technical and if the District is having difficulty filling a position with a qualified candidate, the District in conjunction with the Association may agree to place an individual higher on the salary schedule. (2017)

- C. If an employee is hired on or before December 31, he/she will be eligible to move to the next salary schedule step the following year. If an employee is hired on or after January 1, the employee will remain on their current step for the following year. An employee cannot receive more than one (1) year of experience per year, regardless of the number of hours worked.

#### **Section 5: Pay Adjustments for Transfers**

- A. Pay Adjustment for Voluntary Transfers To New Classification: Movement to a new position as a result of a voluntary transfer will require an adjustment of pay to the new salary classification. Employee will be placed in a new position at the rate for one-half ( $\frac{1}{2}$ ) the years of experience as they had under the old position. In the event the employee is placed at an odd number of years of experience in the old classification, the placement in the new position will be rounded up to the next higher years of experience.
- B. Pay Adjustment for Involuntary Transfer To New Classification: An employee involuntarily reassigned shall not receive less pay than was applicable to their regular position before reassignment. However, the employee's hourly rate of pay will not increase under the new classification until the employee's experience in the classification is equal to the pay schedule.

#### **Section 6: Additional Compensation**

- A. Per Diem Day: With the discretion of the principal, Paraeducators, Library Technicians, and Office Clerks have the option of claiming compensation at per diem rate of pay for a six (6) hour day to be paid in November which is to be used in preparation of the coming school year. This day is to be used during the two (2) weeks (14 days) prior to the first contract day of the school year. The employee and building principal shall agree upon this preparation date and task responsibilities. **(See Appendix D)**
- B. Longevity: A longevity stipend of three hundred dollars (\$300) shall be paid to each employee each year after their Sixteenth (16<sup>th</sup>) year of service to the District. The employee must have completed Sixteen (16) or more years of service to the District at the beginning of the school year in order to receive this stipend. This stipend shall be paid in the December pay period. **(2018)**
- C. Longevity shall be determined by the seniority list provided to the Association pursuant to Article V, Section 1. The Association President and the employee shall review and address any potential discrepancies with the District by November 30<sup>th</sup>. **(2018)**

#### **Section 7: Transportation Reimbursement**

- A. Employees shall utilize their personal vehicles in performance of official District business only upon specific written approval by the District. This approval shall be requested and obtained in advance of the anticipated usage. Employees shall present documentation as to actual usage of personal vehicles in a form and manner approved by the District. Upon approval, the cost-per-mile reimbursement shall be the rate determined by the Internal Revenue Service Guidelines for Washington State, published, received by the District, and in effect at the time of travel.
- B. Mileage reimbursement shall not be made for the transportation of employees to and from their homes unless previously approved by the superintendent or his/her designee.
- C. Employees who are required to use their personal vehicles in approved travel between work sites shall be reimbursed for such travel in accordance with the terms of this section.

#### **Section 8: Insurance And Other Benefits**

- A. Allocation: Monthly insurance benefits will be equal to the amount allocated for this purpose by the state legislature.
- B. Basic Benefits are defined as dental, vision, life and accidental death and dismemberment, long-term disability and medical insurance. Other forms of insurance and benefits include: supplemental life and accidental death and dismemberment, supplemental long-term disability, Medical Flexible Spending Arrangement (FSA), Dependent Care Assistance Program (DCAP), Health Savings Account (HSA), and SmartHealth (wellness program).
- C. The open enrollment period for the School Employees Benefits Board (SEBB) will be from October 1-November 15 each year. Options may not be changed after the enrollment period of each year unless there is a qualifying event, or such change is mandated by federal or state law.
- D. All eligible part and full-time employees shall qualify to participate on an annual basis. Eligibility is based on working 630 hours during the school year, not counting paid holidays. (special circumstances apply if any employee is hired late in the school year).
- E. Alternate Pre-Tax Deduction – Section 125 of Internal Revenue Service: The District shall offer to employees the option to participate in a flexible spending plan as per Section 125 of the IRS Code. (2014)
- F. Health Care Authority -The District will pay the Health Care Authority (HCA) retiree subsidy contribution up to \$75.00 per month per employee as required by the state through December 31, 2019. (2017)

#### **ARTICLE IX - LEAVES**

### **Section 1: Sick Leave**

- A. Number of Sick Leave Days: Employees shall be allowed sick leave without salary deduction on the basis of one (1) day per pay period of employment. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee shall be entitled to the projected number of days of sick leave at the beginning (front loaded) of the school year. Sick leave benefits shall be paid on the basis of the base hourly rate applicable to the 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 his/her normal daily work shift at the time the sick leave is taken. Sick leave shall be allotted on a pro rata basis for education employees entering service during the school year. (2008)
- B. Use: Sick leave can be used for illness, injury, and emergency leave and shall be deducted from the employee's accrued sick leave balance. The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the educational employee. (2008)
- C. An employee on sick leave for more than five (5) consecutive days may be required to submit to the building principal a written statement from his/her health care provider attesting to the need to be on sick leave and probable date of return to work. Employees who abuse the provisions of this section shall be subject to disciplinary action, which could include loss of pay.
- D. Accumulation: Unused sick leave shall accumulate from year to year on a prorated basis for assigned daily hours and for partial years worked to a total of one-hundred eighty (180) days or as provided by law.

### **Section 2: Annual Sick Leave Buy-Back**

- A. The District agrees to implement an Attendance Incentive Plan authorizing buy-back of unused sick leave under Washington State Law.
- B. Annually in January, the District shall provide notice to eligible employees that up to twelve (12) days per year may be cashed in annually by completing and returning the notice by the due date stipulated on the form or the entire accumulation cashed in at death or retirement. (2011)

### **Section 3: Termination Conditions**

In the event that an employee terminates employment in the District, the employee shall reimburse the District for sick leave days used but not earned.

#### **Section 4: Family Medical Leave**

- A. Any eligible employee is entitled to the benefits of the State Family and Medical Leave Act (FMLA). The terms and conditions for State FMLA use are as per the Employee Handbook. (2014)
- B. Employees may use accumulated sick leave to care for a member of the immediate family with a health condition that requires treatment or supervision. Immediate family includes the employee's spouse, parents, and children. (2018)

#### **Section 5: Washington State Paid Family and Medical Leave (PFML)**

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall pay the percentage required by State law. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave. (2018)

#### **Section 6: Conversion of Sick Leave Upon Separation, Retirement or Death**

- A. In accordance with state law (currently RCW 28A.400.210), an eligible employee upon separation from employment shall be entitled to remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) full days of accrued sick leave. (2015)
- B. "Eligible employee" means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five and have at least ten (10) years of service under the Washington School Employees' Retirement System Plan 3; or (c) employees who separate from employment and who are at least age fifty-five and have at least fifteen (15) years of service under the Washington School Employees' Retirement System Plan 2, or under the Public Employees' Retirement System Plan 2.
- C. The Association shall notify the District of its intent to participate in a VEBA Sick Leave Conversion Medical Reimbursement Plan by October 31, of each year. Upon the decision of the Association, the District agrees to make contributions to the Plan on behalf of eligible

employees upon separation, retirement, or death of an eligible employee or the employee's estate. Such contributions shall be at a rate equal to one (1) day/hour current monthly compensation of the employee for each four (4) days/hours accrued sick leave for illness or injury.

### **Section 7: Family Illness/Bereavement Leave**

- A. Up to three (3) days of paid leave for each absence may be granted by the district for serious illness of members of the immediate family. Serious illness followed immediately by death may be construed to be two (2) separate instances. Family illness leave shall be in addition to sick leave.
- B. Serious illness is defined as any illness or accident serious enough to cause confinement to a hospital or health care facility. Such confinement shall be construed to include the day upon which major surgery is performed, or, in the case of a female spouse or an employee, the day upon which a child is born. Additional days may be granted by superintendent or designee in cases where complications follow surgery or childbirth.
- C. Immediate family is defined as to include but is not limited to relatives living in the household and/or father, mother, sister, brother, spouse, child, grandparent, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild or domestic partner. (2014)
- D. The District shall grant up to three (3) days of paid bereavement leave per occurrence each year for the death of a member of the employee's immediate family. Bereavement leave shall be in addition to sick leave. If the bereavement exceeds the allocated time, accumulated sick leave can be used as an option. Bereavement leave is noncumulative. Notification of bereavement leave shall be directed to the employee's supervisor. (2014)

### **Section 8: Parenting Leave**

- A. The District shall grant the use of sick leave for pregnancy, child birth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability.
- B. Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate an expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.

- C. Up to fifteen (15) consecutive days of accumulated sick leave can be used for non-maternal childbirth leave (paternal, adoption, grandparent). Additional unpaid leave may be granted with approval of the Superintendent or designee in extenuating circumstances.
- D. In the event that sick leave has been exhausted, the employee may request shared leave as per Article IX, Section 15. If all sick leave and shared leave has been used, the employee may apply in writing for an extended leave of absence. An extended leave requires board approval. Extended leave granted under this section shall be without pay and benefits and such leave shall not count towards salary advancement or seniority. Medical benefits shall be offered in accordance with state and federal law. **(2018)**

### **Section 9: Annual Leave**

- A. Upon written request to, and with approval of the building principal, each employee shall be allowed three (3) front-loaded annual leave days with pay per year, and two (2) additional, optional days per year with substitute pay deducted from the employee, for the purpose of attending to personal matters. Such leave shall not be deductible from sick leave. Such requests shall not be unreasonably denied. (2016)
- B. Unless otherwise authorized by the building principal, such requests must be submitted at least two (2) workdays prior to the need for such leave.
- C. Approvals of annual leave on any given day shall not exceed two (2) employees in any one (1) building. Upon principal approval and if substitutes are available, additional classified staff may be allowed annual leave on any given day. (2014)
- D. In the event that an employee does not use his/her annual leave days during the given school year, the employee may: (2014)
  - 1. Cash out up to three (3) days at the employee's current rate of pay. If the employee does not use any of three (3) upfronted annual leave days in a given school year, in addition to the days cashed out they will receive an additional \$100.00. (2017)
  - 2. Carry two (2) days of earned leave over to the next school year. No employee's balance may exceed five (5) days.
- E. Should an employee choose to use a full day of annual leave, and his/her normal daily work shift has experienced an increase that was approved by the Superintendent or his/her designee, the employee shall be paid in accordance with his/her normal daily work shift at the time the annual leave is taken. (2015)

### **Section 10: Military Leave**

- A. Employees shall be granted military leave of absence without pay for involuntary active duty training when required by law. The employee requesting such leave shall present to the

superintendent valid orders from the appropriate military authorities showing the date and place of reporting, length of tour of duty, and anticipated date of return to the District.

- B. Employees shall be granted military leave of absence without pay during the time they are required, involuntarily, to serve on active duty in the armed forces of the United States. Upon returning to work from such leave, such employee(s) shall be entitled to a normal salary experience increment for up to two (2) years of such active duty and shall be assigned to the position(s) last held, if available, or to a similar position in the District, if available.

#### **Section 11: Court Appearance Leave**

- A. Employees shall notify their immediate supervisor when notification is received to serve on jury duty or when subpoenaed to appear in court. A copy of the notification or subpoena shall be provided to the supervisor. (2017)
- B. All compensation received by an employee for jury duty or subpoena to appear in court may be retained by the employee. (2017)

#### **Section 12: Unpaid Leave of Absence**

- A. Leave of absence without salary may be granted by the superintendent for a period not to exceed one (1) month and by the School Board for a period not to exceed one (1) year for illness, personal hardship, child rearing, business related to a death in the family, study, travel or in order to work toward the completion of an employee's personal growth plan, subject to renewal on recommendation of the superintendent.
- B. At such a time, a replacement person may be hired in a temporary capacity for a regular employee who is on a leave of absence.
- C. A District employee who temporarily replaces an employee on leave of absence granted under the terms of this Agreement has the right to access their previously held position upon the return of the employee on leave to his/her previous held position.
- D. The employee will notify the District at least thirty (30) days in advance of his/her intention to return to the District. The District will reinstate the employee into the same position with the same number of hours previously worked, or position that meets approved growth plan aspirations.
- E. The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and years of District experience shall not accrue while the employee is on leave of absence.



- F. At the option of the carrier, and if the employee so requests, insurance benefits may be extended to the employee during a leave of absence. Cost of insurance premiums shall be paid by the employee in accordance with the payment schedule in effect in the District.

### **Section 13: Daily Leave Without Pay**

Individual days taken as leave without pay may be granted by the administrator and supervisor on a day-to-day basis and generally when applicable leave has been exhausted. Employees may have front-loaded paid leaves reduced on a pro-rated basis for days taken during the school year. Such leaves shall be limited to three (3) days during any school year, unless additional leave is authorized by the Superintendent. **(2018)**

### **Section 14: Association Leave**

With prior notice to the District, authorized Association Representatives shall be granted thirty (30) days leave with pay per year for official Association business. Requests for such leave will be submitted to the immediate administrator five (5) school days prior to the commencement of such leave. The cost of substitutes is to be paid by the Association. Should the need arise to exceed the thirty day threshold, an extension may be approved on a case by case basis. **(2014)**

### **Section 15: Leave Sharing Option**

- A. The District shall establish and administer a leave sharing plan in which employees who qualify under the provisions of RCW 41.04.665 may receive donated leave from other employees.
- B. Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his/her employment with the District.
- C. An employee may contribute vacation, annual and/or sick leave provided that the contributing employee retains state mandated minimum of sick leave after the transfer. Administration of this leave will be in accordance with District policy. Leave shall be calculated on an hour(s) donated/hour(s) received basis. **(2018)**
- D. The employee qualifies for shared leave, if among other criteria, the employee "suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the employee from working and causes great economic and emotional distress to the employee and/or family". Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive or foster child. **(2018)**
- E. Any remaining donated hours shall be returned to the donor(s) on a pro-rated basis at the conclusion of the existing condition. In the event that the existing condition continues

beyond the time specified by the licensed medical professional for which donated leave was collected, additional verification by medical professional must be provided to the District. (2011)

- F. 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 sixty (60) day minimum balance required after cash out. (WAC 392-126-104) **(2018)**

## **ARTICLE X – GRIEVANCE PROCEDURE**

### **Section 1: Purpose**

- A. The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of individual employees of the District.
- B. It is recognized that employees may find a situation which is unsatisfactory and therefore need a standardized method of resolving conflict. In all cases, it is understood that all parties involved in the grievance will work toward a just and amicable settlement at the lowest possible level of this procedure. The Association and the District agree that informal meetings between the employee and employer and/or labor management meetings may be appropriate first steps toward conflict resolution before employing the formal grievance procedure.

### **Section 2: Definitions**

- A. A grievant shall mean a bargaining unit member or group of bargaining unit members or the Association.
- B. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any term or provision of this Agreement.
- C. Days shall mean employee work days. When school is not in session days shall mean District Office business days. (2014)

### **Section 3: Time Limits**

Failure of either party to comply with the time limits set forth will serve to declare the grievance settled based upon the last request made or the last answer provided. The purpose of the time limits is to promote expeditious and amicable conflict resolution and shall be strictly observed unless extended in writing by mutual agreement.

### **Section 4: Employee Rights to Representation**

- A. A grievant has the right to be accompanied by the Association at all steps of the grievance procedure. However, the individual employee with the complaint has the right and is encouraged to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- B. If the Association finds that a grievance affects a group of employees or the Association, the Association may submit such grievance in writing to the Superintendent directly and will

begin at Step 2. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step II.

## **Section 5: Procedure**

The Association and the District agree that conflict resolution is best achieved at the lowest possible level and therefore encourage employees to make every effort to first resolve conflict through free and informal communications with the immediately involved supervisor. If, however, the employee chooses to invoke the formal grievance procedure, no reprisals of any kind will be taken by the District because of his/her participation in the grievance procedure.

### **Step 1**

Within fifteen (15) employee work days following the knowledge of the act or condition which is the basis of the complaint, the grievant must present the grievance and specific section of the contract violated in writing on a Grievance Report Form (Appendix E) to his/her immediate supervisor who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written decision with reasons within five (5) days after the meeting. (2014)

### **Step 2**

If the grievant and/or the Association are not satisfied with the disposition of the grievance at Step 1, then the grievance may be referred to the Superintendent or his/her designee. The Superintendent shall arrange for a hearing with the grievant and the Association within five (5) days of receipt of the appeal. At this time the grievant and/or the Association will have the right to include and present any witnesses or evidence deemed necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision with reasons to the grievant and the Association.

### **Step 3**

If the grievant and/or the Association are not satisfied with the disposition of the grievance at Step 2, then the grievance may be referred to the School Board. The Board shall arrange for a hearing with the grievant and the Association within five (5) days of the receipt of the appeal. The grievant and/or the Association will have the right to include and present any witnesses or evidence deemed necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have five (5) days to provide its written decision with reasons to the grievant and the Association.

### **Step 4**

If the grievant and/or Association is not satisfied with the disposition of the grievance at Step 3, then the grievance may be referred to mediation by mutual consent of the Association and the District. If mediation is not chosen as an option, then the grievance will proceed to Step 5, Binding Arbitration.

1. If mediation is to occur, the District and the Association must mutually agree in writing to this option within five (5) days of the conclusion of Step 3.
2. Within five (5) days following the agreement to mediation, the parties will confer to select a mutually agreeable mediator.
3. If agreement is reached, the Association and the District will contact the mediator directly and he/she will confer with the parties to set a mutually agreeable time and place for the mediation.
4. If agreement cannot be reached, the Association and the District will file with American Arbitration Association or Federal Mediation Conciliation Service (FMCS) for a panel of its trained mediators. The parties will strike unacceptable names and return to the service, which will arrange for the mediator to confer with the parties and set the time and date of the mediation.
5. There shall be one (1) person from each party designated as spokesperson at the mediation conference.
6. The mediator will have the right to meet separately with either party, but will have no authority to compel the resolution of a grievance.
7. Proceedings before the mediator shall be informal in nature. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her and will allow all witnesses and evidence to be presented. No formal transcript or record of the mediation conference shall be made.
8. The fees and expenses of the mediation procedure shall be shared equally by the parties.

#### Step 5 - Binding Arbitration

1. It is mutually agreed upon by the Association and the District that all procedures for problem solving be fair, just, and timely. This requires all parties to make a good faith attempt at conflict resolution at the lowest possible level. However, Binding Arbitration may be used if no successful resolution was reached at Step 3 and there is no mutual agreement for mediation, or if mediation was used but was unsuccessful.
2. The parties agree to use the rules of the American Arbitration Association as modified by the terms of this procedure.

3. The arbitrator shall be chosen by the Superintendent and the Association by striking names from the panel of names provided by AAA. The arbitrator whose name remains on the list shall serve for that grievance. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which the arbitrator is to be selected.
4. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not previously disclosed to the other party.
5. The arbitrator selected will confer with the representatives of the Superintendent, the grievant and/or his/her representative. He/She shall hold any hearings promptly and will issue his/her decision not later than twenty (20) calendar days from the date of the close of any hearing; or if oral hearings have been waived and the parties choose to submit their cases in written form, then from the date these documents are submitted to him/her. The arbitrator's decision will be issued in a written report including his/her findings of fact, reasonings and conclusions, and any basis in law, for his/her decision. This report will be submitted to the District and the Association within twenty (20) calendar days after the final hearing. The arbitrator does not have the power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the grievant and/or his/her representative and will be final and binding upon the parties.
6. The costs for the services of the arbitrator will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
7. No reprisals of any kind will be taken by the School Board or school administration against any employee because of his/her participation in the grievance procedure.
8. The School Board and school administration will cooperate with the Association in its investigation of any grievance and will furnish the Association any information that is requested for the processing of any grievance. (Appendix E)

## ARTICLE XI - DURATION

- A. This Agreement shall become effective September 1, 2018 and shall continue in full force and effect through August 31, 2020.
- B. Annual Renewal: Excluding compensation, either party may request that this Agreement be reopened to negotiate any three (3) specific sections of this Agreement designated by each party and any other mutually agreed upon items. Should the Legislature propose a significant increase in State funding, this agreement shall be reopened for negotiation. Either party shall notify the other in writing no later than April 1, annually, if it desires to reopen the Agreement. **(2018)**
- C. Neither the Association, its agents, or its members will assist in or participate in strikes, sanctions, slowdowns, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs the normal operation of the Nine Mile Falls Schools. In the event of a strike or a work interruption by another unit, members covered by this Agreement agree to report for work and perform assigned duties.

## ARTICLE XII – TERM OF AGREEMENT

In witness whereof, the parties hereto have entered into this Agreement this 18th day of November, 2019 from September 1, 2019 through the last day of August 2020.

Nine Mile Falls Classified Employees Association

Nine Mile Falls School District No. 325

\_\_\_\_\_  
President

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member



## APPENDIX A-1 - SALARY SCHEDULE - 2018-2019

### NINE MILE FALLS SCHOOL DISTRICT CLASSIFIED PUBLIC EMPLOYEES ASSOCIATION 2018-2019

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 12	STEP 15
PARAPROFESSIONAL	14.44	14.87	15.32	15.78	16.25	16.74	17.24	17.76	18.29	18.84
SPECIAL EDUCATION PARAPROFESSIONAL	15.25	15.71	16.18	16.66	17.16	17.68	18.21	18.76	19.32	19.90
LIBRARY TECH #1 / OFFICE CLERK	14.44	14.87	15.32	15.78	16.25	16.74	17.24	17.76	18.29	18.84
LIBRARY TECH #2	15.07	15.52	15.99	16.47	16.96	17.47	17.99	18.53	19.09	19.66
FOOD SERVICE #1 / AIDE	13.75	14.16	14.59	15.02	15.48	15.94	16.42	16.91	17.42	17.94
FOOD SERVICE #2	14.11	14.53	14.97	15.42	15.88	16.36	16.85	17.35	17.87	18.41
FOOD SERVICE #3	14.47	14.90	15.35	15.81	16.29	16.77	17.28	17.80	18.33	18.88
SECRETARY	18.52	19.08	19.65	20.24	20.85	21.47	22.12	22.78	23.46	24.17
PROFESSIONAL TECHNICAL	20.75	21.37	22.01	22.67	23.35	24.05	24.77	25.52	26.28	27.07
CUSTODIAN #1	15.10	15.55	16.02	16.50	17.00	17.51	18.03	18.57	19.13	19.70
CUSTODIAN #2	18.09	18.63	19.19	19.77	20.36	20.97	21.60	22.25	22.92	23.60
MAINTENANCE	20.95	21.58	22.23	22.89	23.58	24.29	25.02	25.77	26.54	27.33

Note: This salary schedule includes the Advanced Education Pay referenced in the CPEA Collective Bargaining Agreement with an effective date of September 1, 2017 - August 31, 2018. created 08/09/18

**APPENDIX A-2 - SALARY SCHEDULE - 2019-2020**

NINE MILE FALLS SCHOOL DISTRICT  
 CLASSIFIED PUBLIC EMPLOYEES ASSOCIATION  
 2019-20

**1% increase over 2018-2019**

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 12	STEP 15
PARAPROFESSIONAL	14.58	15.02	15.47	15.94	16.41	16.91	17.41	17.94	18.47	19.03
SPECIAL EDUCATION PARAPROFESSIONAL	15.40	15.87	16.34	16.83	17.33	17.86	18.39	18.95	19.51	20.10
LIBRARY TECH #1 / OFFICE CLERK	14.58	15.02	15.47	15.94	16.41	16.91	17.41	17.94	18.47	19.03
LIBRARY TECH #2	15.22	15.68	16.15	16.63	17.13	17.64	18.17	18.72	19.28	19.86
FOOD SERVICE #1 / AIDE	13.89	14.30	14.74	15.17	15.63	16.10	16.58	17.08	17.59	18.12
FOOD SERVICE #2	14.25	14.68	15.12	15.57	16.04	16.52	17.02	17.52	18.05	18.59
FOOD SERVICE #3	14.61	15.05	15.50	15.97	16.45	16.94	17.45	17.98	18.51	19.07
SECRETARY	18.71	19.27	19.85	20.44	21.06	21.68	22.34	23.01	23.69	24.41
PROFESSIONAL TECHNICAL	20.96	21.58	22.23	22.90	23.58	24.29	25.02	25.78	26.54	27.34
CUSTODIAN #1	15.25	15.71	16.18	16.67	17.17	17.69	18.21	18.76	19.32	19.90
CUSTODIAN #2	18.27	18.82	19.38	19.97	20.56	21.18	21.82	22.47	23.15	23.84
MAINTENANCE	21.16	21.80	22.45	23.12	23.82	24.53	25.27	26.03	26.81	27.60

Note: This salary schedule includes the Advanced Education Pay referenced in the CPEA Collective Bargaining Agreement with an effective date of September 1, 2017 - August 31, 2018. *created 08/09/18*

**APPENDIX B - EMPLOYEE GROWTH PLAN  
NINE MILE FALLS SCHOOL DISTRICT**

<hr/>	<hr/>	<hr/>
<b>Name</b>	<b>Present Position</b>	<b>Date</b>

1.      Briefly describe your employment history:
2.      Briefly describe your future employment aspirations and/or professional growth needs:
3.      How would the above benefit the Nine Mile Falls School District:
4.      Identify 3 to 5 specific goals based on the above information, desired timelines and approximate cost:
- |       |          |      |
|-------|----------|------|
| Goals | Timeline | Cost |
|-------|----------|------|

Check one:

☐      I plan to submit my growth plan to the CPEA Executive Board for funding.

☐      I do not plan to submit my growth plan to the CPEA Executive Board.

<hr/>	<hr/>	<hr/>	<hr/>
Employee Signature	Date	Building Principal/Supervisor Signature	Date

<hr/>	<hr/>
Executive Board Rep. Signature	Date

**APPENDIX C – CLASSIFIED LEAVE REQUEST FORM  
NINE MILE FALLS SCHOOL DISTRICT NO. 325/179**

**This form is to be used to request and record leave for certain activities. Leave is not granted until the form is signed by the building principal or administrator and form is returned to the employee.**

EMPLOYEE'S NAME \_\_\_\_\_

BUILDING \_\_\_\_\_ POSITION \_\_\_\_\_

REGULAR NUMBER OF HOURS ASSIGNED FOR EACH DAY \_\_\_\_\_

**TYPE OF LEAVE:**

\_\_\_\_\_ SICK LEAVE/INJURY/EMERGENCY  
(AESOP used)

\_\_\_\_\_ JURY DUTY

\_\_\_\_\_ PERSONAL LEAVE

\_\_\_\_\_ MILITARY LEAVE

\_\_\_\_\_ MATERNITY/PATERNITY LEAVE

\_\_\_\_\_ EXTENDED LEAVE OF ABSENCE

\_\_\_\_\_ ADOPTION LEAVE

\_\_\_\_\_ ASSOCIATION LEAVE

\_\_\_\_\_ CHILD REARING LEAVE

\_\_\_\_\_ BEREAVEMENT/FAMILY ILLNESS

\_\_\_\_\_ ATTENDANCE AT MEETINGS & CONFERENCES\* (*Specify type of Mtg./Conf.*)

\_\_\_\_\_

\_\_\_\_\_ OTHER LEAVE AND EXPLANATION

\_\_\_\_\_

-----

Date(s) of Leave and Hours per Day \_\_\_\_\_

\_\_\_\_\_

Substitute Required: YES \_\_\_\_\_ NO \_\_\_\_\_

Dates Sub Needed: \_\_\_\_\_ Hours: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Employee

\_\_\_\_\_  
Administrator Approval

\_\_\_\_\_  
Date

**APPENDIX D - CLASSIFIED PREPARATION DAY CLAIM FORM**

Nine Mile Falls School District 325/179

**(Article VIII, Section 6)**

With the discretion of the Principal, Paraeducators, Library Technicians and Office Clerks have the option of claiming compensation for a six (6) hour day to be paid in November, which is to be used in preparation of the coming school year. This day is to be used during the two weeks (14 days) prior to the first contract day of the school year. The employee and building principal shall agree upon this preparation date and task responsibilities.

Note: The services must be in preparation for direct instruction of students. The employee will not be paid for general preparation such as assisting a certified employee in room organization, setting up bulletin boards or general filing.

Classified Employee Name \_\_\_\_\_

Job Classification \_\_\_\_\_

Date tasks will be performed \_\_\_\_\_

Tasks to be performed

---

---

---

---

---

Prior approval signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

-----

After tasks are approved and accomplished, complete bottom portion of this page and send entire form to District Office, to receive pay.

I certify that I provided the services described above in preparation for the coming school year.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal's signature \_\_\_\_\_ Date \_\_\_\_\_

Date work performed \_\_\_\_\_

**APPENDIX E - GRIEVANCE REPORT FORM**

**Nine Mile Falls School District**

**Grievance # \_\_\_\_\_**

Distribution of Form: Immediate Supervisor

Association

Grievant

Personnel Office

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Work Site

\_\_\_\_\_  
Assignment

\_\_\_\_\_  
Date Filed

**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance and Sect. of Contract Violated:

2. Relief Sought:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

C. Date of Grievance Meeting:

D. Step 1 Administrator Response (decision and reasons):

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

E. Association Response to Step 1:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If additional space is needed, attach an additional sheet.

Step 2

- A. Date Received by Superintendent:
- B. Date of Grievance Meeting:
- C. Step 2 Superintendent Response (decision and reasons):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- D. Association Response to Step 2:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step 3

- A. Date Received by Board Chair:
- B. Date of Grievance Meeting:
- C. Step 3 Board Response (decision and reasons):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- D. Association Response to Step 3:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Date Submitted to Arbitration:** \_\_\_\_\_

## APPENDIX F – COMPENSATORY TIME ACCRUAL LOG

### NINE MILE FALLS SCHOOL DISTRICT # 325

<<<< Employee must have prior approval from his/her supervisor before working comp time. Use this log to keep track of *authorized* compensatory time. >>>>

\*\*\*\*\* Use a separate line for each comp time entry \*\*\*\*\*

Employee Name: \_\_\_\_\_

Position: \_\_\_\_\_

School \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Work \_\_\_\_\_  
 Location: \_\_\_\_\_

DATE	A x B = C			ACTIVITY PERFORMED	HOURS TAKEN	RUNNING COMP TIME BALANCE	EMPLOYEE SIGNATURE	SUPERVISOR SIGNATURE
	A HOURS EARNED	B RATE OF ACCRUAL	C COMP TIME ACCRUED					
		*circle one						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
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		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						
		1.0 or 1.5						

Compensatory Time Accrual Log-Revised 2013 #1

I request that my compensatory time balance be cashed out \_\_\_\_ yes \_\_\_\_ no

Employee Signature and Date \_\_\_\_\_ Supervisor Signature and Date \_\_\_\_\_



### INSTRUCTIONS AND EXAMPLES

Employees who are required to work in excess of their normal work hours and are receiving compensatory time in lieu of pay are required to complete a Comp Time log to document date and hours worked. The comp time worked is to be approved in advance. The employee and supervisor need to sign for each comp time log entry.

When an employee's request to use the comp time is approved by their supervisor the employee needs to enter their leave into AESOP using Comp Time as the absence reason in the drop down box. The comp time log needs to be turned in with your timesheet for each month comp time is used. Also, do not write "comp time" on your timesheet.

\* Rate of Accrual: 1.0 = hours worked were earned at regular time rate, 1.5 = hours worked were earned at overtime rate. Eligible employees earn compensatory time at the same rate as overtime, normally 1-1/2 times the number of overtime hours worked. However, if the additional hours worked would not qualify for overtime (i.e. leave or holiday was taken during the same work week) but the employee wants time off in lieu of payment, such compensatory time would be accrued at the straight time rate.

#### EXAMPLE 1 - The employee chooses to receive comp time and works 42 hours in the work week.

A x B = C				ACTIVITY PERFORMED	HOURS TAKEN	RUNNING COMP TIME BALANCE	EMPLOYEE SIGNATURE	SUPERVISOR SIGNATURE
DATE ACCRUED	A HOURS EARNED	B RATE OF ACCRUAL	C COMP TIME ACCRUED					
11/5/2013	2.0	*circle one 1.0 or 1.5	3.0	Snow plowing		3		

In example 1 the employee did work over 40 hours in one work week. The employee did not take any leave during this work week. There were also no paid holidays during this work week. Therefore, comp time is calculated at 1-1/2 time the number of over time hours.

#### EXAMPLE 2 - The employee chooses to receive comp time and works 34 hours in the work week and takes 8 hours of personal leave in the work week.

A x B = C				ACTIVITY PERFORMED	HOURS TAKEN	RUNNING COMP TIME BALANCE	EMPLOYEE SIGNATURE	SUPERVISOR SIGNATURE
DATE ACCRUED	A HOURS EARNED	B RATE OF ACCRUAL	C COMP TIME ACCRUED					
11/13/2013	2.0	*circle one 1.0 or 1.5	2.0	Snow plowing		2		

In example 2 the employee did not work over 40 hours in one work week. The employee took 8 hours of personal leave. The employee would have to physically be on the job and working over 40 hours in one work week to earn over time at 1-1/2 times.

#### EXAMPLE 3 - The employee has accrued 5 hours of comp time and decides to use 2 of these hours.

A x B = C				ACTIVITY PERFORMED	HOURS TAKEN	RUNNING COMP TIME BALANCE	EMPLOYEE SIGNATURE	SUPERVISOR SIGNATURE
DATE ACCRUED	A HOURS EARNED	B RATE OF ACCRUAL	C COMP TIME ACCRUED					
11/5/2013	2.0	*circle one 1.0 or 1.5	3.0	Snow plowing		3		
11/13/2013	2.0	1.0 or 1.5	2.0	Snow plowing		5		
12/19/2013		1.0 or 1.5			2.0	3		

In example 3 the employee has accrued a total of 5 hours comp time. The employee chose to use 2 of these hours on 12/19/13. When the employee's request to use the comp time on 12/19/13 is approved the employee needs to enter their leave into AESOP using Comp Time as the absence reason in the drop down box. The comp time log needs to be turned in with your timesheet for each month comp time is used. Also, do not write "comp time" on your timesheet.

**APPENDIX G – PERSONNEL PERFORMANCE EVALUATION FORM  
NINE MILE SCHOOL DISTRICT #325**

**NAME** \_\_\_\_\_ **PERIOD OF REPORT** \_\_\_\_\_  
(Last) (First) (M)

Type of Evaluation: \_\_\_\_\_ Annual \_\_\_\_\_ Probation \_\_\_\_\_ Other

Date \_\_\_\_\_

Assigned Building \_\_\_\_\_ Job Title \_\_\_\_\_

.....  
**OVERALL PROFESSIONAL APPRAISAL:** \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory

**JOB KNOWLEDGE/JOB SKILLS:**

\_\_\_\_\_

**WORK HABITS:**

\_\_\_\_\_

**HUMAN RELATIONS:**

\_\_\_\_\_

**PROFESSIONAL GROWTH:**

\_\_\_\_\_

**Evaluator's Comments:**

\_\_\_\_\_

**Employee's Comments:**

\_\_\_\_\_

**Evaluator's Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

*My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may attach a written statement to this form.*

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## APPENDIX H- CLASSIFIED ANNUAL LEAVE ACTION FORM

### NINE MILE FALLS SCHOOL DISTRICT

Each employee of the Nine Mile Falls Classified Public Employees Association may elect to cash out three (3) days of annual leave at the employee's current rate of pay. If the employee does not use any of the three (3) upfronted annual leave days in a given school year, in addition to the days cashed out, they will receive an additional \$100. Annual leave not cashed out, to the maximum balance allowable, will automatically be carried over to the succeeding year. Cashout or carryover of annual leave will be in one-half (1/2) or full day increments.

I request that \_\_\_\_\_ hours be cashed out at my current rate of pay.

Name \_\_\_\_\_

Location \_\_\_\_\_

Date \_\_\_\_\_

This form must be returned to the administration office no later than June 30. Requests submitted in June will be paid on July payroll.

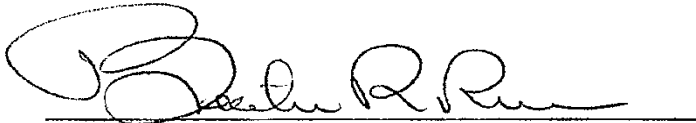
\_\_\_\_\_  
**Employee signature**

\_\_\_\_\_  
**Payroll Approval**

## APPENDIX I - STATEMENT OF PHILOSOPHY

By Bea Rice, President of the Nine Mile CPEA and Michael Green,  
Superintendent of the Nine Mile School District

The District and the Association encourage the employment of people on a full time basis. To this end, when an assignment of one hour of overload work becomes available, they shall be offered to the most senior qualified employee who has applied who has time available. It is the desire of the District and the Association to resist adding one hour at a time on to an employee's schedule, but rather to work toward giving employees a full time schedule when possible.

A handwritten signature in cursive script, appearing to read 'Bea Rice', written over a horizontal line.

Bea Rice,  
President, Nine Mile CPEA

A handwritten signature in cursive script, appearing to read 'Michael Green', written over a horizontal line.

Michael Green,  
Superintendent, Nine Mile School District

## APPENDIX J – JUST CAUSE/SEVEN KEY TESTS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carrol 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 investigator 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/her service with the Employer?”

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