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PREAMBLE

This Agreement made and entered into September 1, 2021, by and between Clover Park School District, hereinafter referred to as the "District" and the Educational Support Personnel of Clover Park (ESPCP), hereinafter referred to as the "Association." The Association is an affiliate of the Washington Education Association and the National Education Association.

ARTICLE I - ADMINISTRATION

Section 1.1 - Recognition

- 1.1.1 The District recognizes the Association as the sole collective bargaining agent for all full-time and regular part-time paraeducators, office-clerical, professional-technical employees; Student Nutrition employees; campus supervisors; bus drivers and mechanics, including assistant foremen and attendants.
- 1.1.2 Employees covered under this Agreement shall also include employees who work thirty (30) or more days in the current or prior school year, and who continue to be available for work.
- 1.1.3 The District shall notify the Association of all new regular, full and part-time employees and shall also notify the Association of all employees who meet the thirty (30) day rule above.
- 1.1.4 The District shall provide the Association with complete bargaining unit membership lists, including new hires monthly. These will include name, home address, worksite, home phone number, Clover Park School District email address, FTE, work hours, workdays per year, annual base income, monthly income and hire date.

Section 1.2 – Definition of Employees

- 1.2.1 Regular Employee: A full-time or regular part-time employee who works one hundred eighty (180) days or more. All provisions of this Agreement shall apply to this category of employee. A regular employee whose regular hours of work are increased beyond her/his regular shift for a period of thirty (30) consecutive days of work is eligible for an adjusted insurance benefit amount, vacation, and holidays, if applicable.
- 1.2.2 Substitute Employee: An employee who works random, short-term job assignments. Such job assignments may have no ending date, but if such job assignment extends beyond sixty (60) days, the assignment shall be posted as a temporary position with all rights and benefits as stated below. Substitute employees shall have rights to the following provisions of the contract after thirty (30) days: Article I; Article II; Article III – Section 1, 8, 12, 13; Article IV; and Substitute Rates (see Appendix 4E).
- 1.2.3 Temporary Employee: An employee hired on a temporary basis and placed on a definite job assignment in the current school year. The employee is placed immediately on the appropriate step of the salary schedule and receives the following rights and benefits under this Agreement: Article I; Article II; Article III - Section 1, 2, 3, 7, 8, 9, 10, 11, 14, 15; Article IV; Article V; Article VI; Article VII; and Article VIII - Sections 1, 2, 4, 5. Temporary assignments will not extend beyond the current work year.
- 1.2.4 Temporary, student specific paraeducators (for example: 1:1, 1:2, 1:3) shall become permanent employees after working continuously for one hundred eighty (180) school days, completing the Special Education Core Competencies and after being offered employment for the next school year. When these conditions are met, the employee shall become permanent on the first day of the next school year.
- 1.2.5 Immediate Supervisor: An employee who serves in a managerial or administrative position. An immediate supervisor will not be an employee in the ESPCP, CPEA, or IUOE. Certificated employees who work directly with a classified employee may provide input to employee's annual evaluation.

Section 1.3 - Conformity to Law

- 1.3.1 This Agreement contains the full and complete Agreement on all bargainable issues between the parties, and except as required in paragraph 1.3.2 of this section, or as mandated by the Public Employment Relations Commission (PERC), neither party shall be required during the term of this Agreement to bargain additional issues.
- 1.3.2 If any provisions of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, and if there is no timely appeal or the appeal process is exhausted, the parties shall commence negotiations within thirty (30) days on a replacement for such provision or application. All other provisions or applications of this Agreement shall continue in full force and effect.

Section 1.4 - Status of Agreement

This Agreement shall supersede any rules, regulations, policies, or resolutions of the District that are contrary to or inconsistent with its terms.

Section 1.5 - Printing and Distribution

- 1.5.1 Within thirty (30) days following the ratification and signing of this Agreement by the parties, the District shall print a copy of this Agreement for each employee. The Association shall accept this Agreement on behalf of the employees and shall distribute a copy to each employee. Each employee new to the District after September 15th of the school year shall be provided a copy of this Agreement by the District, upon the date of hire. Twenty-five (25) additional copies shall be provided to the Association. All individuals making employment application to the District may read a copy of this Agreement on the District website or in the Human Resources Office. This Agreement shall be published on the District website within thirty (30) days of ratification.
- 1.5.2 The Association shall pay one-half the cost of printing this Agreement.

Section 1.6 - Superintendent/Association Meetings

The Superintendent and/or designee will meet formally with the Association President and Soundview UniServ Council Representative in Labor/Management meetings on at least a monthly basis, and informal meetings will be arranged as needed by either party. If either party intends to have other persons present, they will advise the other party at the time the meeting is called.

ARTICLE II - BUSINESS

Section 2.1 - Management Rights

- 2.1.1 The Board of Directors of the District, acting on behalf of the electorate of the District, retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, and laws and the Constitutions of the state of Washington and the United States.
- 2.1.2 The Association recognizes that the Board is legally responsible for the operation of the District, and the Board has the necessary authority to discharge all of its responsibilities subject to the laws mentioned above and the provisions of this Agreement to include the following:
- a) Utilize within the judgment of the District the most appropriate, effective, and enlightened methods to organize and operate the District, including how many and what positions the District will have and to abolish, classify, and reclassify positions.
 - b) To hire, promote, transfer, assign, train, direct the work of, and appraise the performance of employees with due regard to fairness, objectivity, and the dignity of the individual employee.
 - c) To establish and communicate well designed rules, regulations, and policies that shall be uniformly applied.
 - d) To suspend, demote, discharge, and take other appropriate remedial action for Just Cause. (See Appendix 7.)
 - e) To determine the methods and means necessary to effectively carry out the mission and goals as determined by the District.
 - f) To determine size and composition of the workforce, and to lay off employees in the event of lack of work or funds.
- 2.1.3 In pursuing its responsibilities, the Board develops policies that direct the administration of the District. In developing such policies, the Board will be responsible to the public needs. The District will publish regular informational bulletins regarding its policies and practices that will be distributed publicly, including to the Association.

Section 2.2 - No Strike/No Lockout

The Association agrees not to cause any strikes, sympathy strikes, or work slowdowns or participate in any work stoppage, and the District agrees not to lock out during the term of this Agreement.

Section 2.3 - Association Rights

- 2.3.1 The Association Representative shall have access to the District's establishment during and after working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining this Agreement is being adhered to; provided, however, there is no interruption of the District's working schedule. Notification to the worksite administrator must be made prior to such Association visitation. The parties acknowledge classroom instruction is the primary work of the school. Because some instructional activities (testing is one example) cannot be interrupted, the Association will not enter work areas during student instruction time without advance notice to the appropriate building administrator, or designee, and the employee. No administrator shall interfere with the Association's right to investigate employee complaints.
- 2.3.2 Association business at worksites shall be conducted only on non-work hours.
- 2.3.3 The District's courier, email and telephone system will be made available for use within the District under District guidelines and regulations. A bulletin board shall be available for posting of Association notices at each worksite.

- 2.3.4 Statement of Rights - Nothing herein contained shall be construed to deny or restrict to an employee mandated rights under the laws and regulations of the state of Washington or under applicable federal laws and regulations. The employee's rights granted in this Agreement shall be deemed to be in addition to those legally provided.
- 2.3.5 The parties agree to comply with the legal requirements of RCW 41.56.037. The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety (90) days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.
- On a monthly basis, the District shall provide the Association with contact information for all ESPCP members of the collective bargaining unit including name, address, phone number, and District email.

Section 2.4 - Association Dues/Representation Fee

- 2.4.1 The District will make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.
- 2.4.2 Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.
- 2.4.3 The Association will refund any amounts paid to it in error.
- 2.4.4 The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

Section 2.5 - Liability Coverage and Legal Protection

- 2.5.1 The District will endorse the general liability insurance policy in force for the District to include employees as additional insured. Such coverage in total shall not be less than one million dollars (\$1,000,000). The coverage in force shall provide protection for each employee for any third-party legal liability claims, including defense, brought against an employee for damages of bodily injury or property damage (including personal injury), and arising out of performance of the employee's duties as directed by the District.

2.5.2 This coverage shall be limited in scope to the insuring agreements, conditions, and exclusions as are applicable to the District, the named insured. The District, shall give thirty (30) calendar days written notice to the Association should the general liability policy be canceled or materially altered as to coverage.

ARTICLE III - PERSONNEL

Section 3.1 - Non-discrimination

- 3.1.1 The District and the Association agree that no employee shall experience unlawful discrimination, jeopardy, coercion, or denial of any rights from the Association or the District by virtue of the employee's participation or lack thereof in any activity or program of the Association.
- 3.1.2 The District and the Association agree this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, sexual orientation including gender expression or identity, marital status, veteran status or physical, sensory or mental disabilities, except insofar as such factors are bona fide occupational qualifications, or the use of a trained guide dog or service animal by a person with a disability, except as required by this Agreement or as otherwise provided by law.
- 3.1.3 Unlawful harassment on the basis of an employee's race, creed, religion, color, national origin, age, sex, sexual orientation including gender expression or identity, marital status, veteran status or physical, sensory or mental disabilities, except insofar as such factors are bona fide occupational qualifications, or the use of a trained guide dog or service animal by a person with a disability is prohibited.

Section 3.2 - Personnel Files

- 3.2.1 The personnel file located and maintained at the District's Human Resources Office shall be the only official file of the District.
- 3.2.2 Employees shall have the right to review material in their personnel files maintained in the District's Human Resources Office during regular business hours. The employee may have a representative of the Association accompany her/him if the employee so desires. Upon request, copies of the documents in the personnel file shall be provided to the employee. The District may assess a reasonable charge for this service.
- 3.2.3 The District will notify an employee, in writing, of any derogatory or negative report that is placed in her/his file within ten (10) days of such action.
- 3.2.4 Disagreement by an employee with the appropriateness of the content of materials filed in the employee's personnel file is a matter that may be pursued through the grievance procedure provided in this Agreement.
- 3.2.5 An employee shall have the right to attach her/his own written comments to any derogatory material found in the personnel file.
- 3.2.6 Negative material in the personnel file that is over three (3) years old will have little weight in current decisions on disciplinary matters unless it involves problems of a repetitive nature. Employees shall have the right to request the removal of negative material from their personnel file after three (3) years without similar offense. The request will be made in writing to Human Resources. The determination of removal shall be based on the severity of the offense, legal liability, and state and federal laws.

Section 3.3 - Discipline/Dismissal

- 3.3.1 No employee shall be disciplined without Just Cause. (See Appendix 7.)
- 3.3.2 An employee subject to discipline shall have the right to have an Association representative present at any disciplinary meeting. If, during a meeting or interview, a supervisor has a reasonable expectation that discipline may occur, the employee shall be informed of her/his right to representation. An employee required to appear at a disciplinary meeting will be advised of her/his right to have an Association representative present. The District shall notify the Association of any employee who has been discharged as a result of disciplinary measures.

- 3.3.3 The District shall employ a policy of progressive discipline.
- 3.3.4 The District has the right to investigate and discipline employees for abuse of sick leave.
- 3.3.5 An employee will be notified of the evidence on which discipline may be based within ten (10) workdays from the date the supervisor completes the investigation of the evidence.
- 3.3.6 In certain cases, the principle of progressive discipline may not apply. Situations of this nature might include:
 - a) Theft, including deliberate destruction, damage, or removal of the District's or other employee's property from Clover Park premises without authorization.
 - b) Intentional falsification of records required in the transaction of the District's business.
 - c) Being in the possession of or reporting to work under the influence of alcohol, narcotics, or drugs not prescribed for the individual.
 - d) Disorderly conduct, including fighting on Clover Park's premises and/or sexual harassment of an employee.
 - e) Any other violations of clearly communicated work standards that are of such a nature as to evidence a gross disregard of the District's policies, procedures, or general employment standards.

Section 3.4 - Seniority/Probation

- 3.4.1 Seniority shall consist of the continuous service of the employee within the bargaining unit. The first ninety (90) calendar days of employment shall be a probationary period during which time an employee shall not have seniority standing. The probationary employee's date of hire will be her/his date for computing seniority upon the successful completion of the probationary period.

An employee who has transferred into a different classification will enter a ninety (90) day performance evaluation period wherein seniority and all rights under this Agreement shall apply to the employee. An employee who has transferred into a different classification and who has been determined unsuccessful during her/his evaluation period will have return rights to a position similar to that which the employee vacated.

- 3.4.2 A probationary employee will be evaluated at the end of the probationary period.
- 3.4.3 An employee will lose seniority under the following conditions:
 - a) Discharge for cause
 - b) Voluntary termination
 - c) After twenty-four (24) continuous months in the layoff pool
 - d) Moving to a non-bargaining unit position
- 3.4.4 Job categories are:
 - a) Bus Drivers
 - b) Mechanics
 - c) Paraeducators
 - d) Secretary/Clerical
 - e) Professional/Technical
 - f) Student Nutrition Employees
 - g) Campus Supervisors
- 3.4.5 The Human Resources Office shall provide the Association with a seniority list of employees by October 15th and in April of each year.

Section 3.5 – Hiring and Transfer

3.5.1 All positions of two (2) hours or more shall be posted.

3.5.1.1 Current employees who wish to transfer to a position at another worksite shall apply for vacant or newly created positions posted on the Human Resources web page. These positions shall be posted for a minimum of five (5) workdays, except positions opened during winter, midwinter, or spring break will be posted for a minimum of seven (7) workdays. Such notice shall include the worksite location, days per year, hours per day, and salary range. All applicants may receive a current copy of the job description at the time of application. All employees, including temporary and substitute employees, shall apply through the District online application on the Human Resources web page. This process does not apply to drivers who should refer to Posting and Bidding procedures in Section 3.12.1.

3.5.1.2 The District shall give first consideration to regular employees applying for a posted position and will interview at least two (2) of the top three (3) most senior qualified employees along with other qualified candidates. The position will be awarded on the basis of seniority when qualifications and abilities are equal. An employee shall receive specific written reasons, upon request, when she/he is not selected for a position. Employees applying for drivers' positions refer to Posting and Bidding procedures in Section 3.12.1. Accepting an invitation for an interview is a commitment to attend. After two (2) no-shows to scheduled interviews within a calendar year the employee shall forfeit the right to interview until the following school year.

3.5.2 Voluntary Transfer: Employees within their 90-day probationary period may not apply for a voluntary transfer. An employee who has voluntarily transferred to another position shall not be eligible for another voluntary transfer for one (1) calendar year if the transfer is to a comparable position (less than one (1) additional hour or no impact on benefits). An employee beyond their probationary period may apply for a voluntary transfer for promotional opportunity or an increase of at least one (1) hour or an impact on benefits.

3.5.3 Involuntary Transfer: An employee involuntarily transferred to resolve a disruption at the worksite or to resolve an emergency will be placed in a similar position at the same rate of pay for the same or more hours, if such a position is available and the involuntarily transferred employee meets the position qualifications. If the employee is involuntarily transferred to a position which is at a higher rate of pay, the employee shall receive the higher rate. When practical, the employee will be notified ten (10) calendar days prior to an involuntary transfer.

An employee involuntarily transferred shall have the opportunity, at the employee's request, to discuss the involuntary transfer with the Executive Director for Human Resources or designee.

3.5.3.1 Student Nutrition Department: When an employee is involuntarily transferred, such transfers shall be based upon abilities and qualifications to perform the work and worksite seniority within the job category with the least senior employee at the affected worksite being involuntarily transferred, unless another worksite employee volunteers to be transferred. An employee shall, where practicable, be notified ten (10) days prior to such transfer. An involuntarily transferred employee shall have priority to return to her/his prior assignment for a period of two (2) years following such involuntary transfer. An involuntary transfer shall be made only after an interview between the employee involved and the immediate supervisor.

Section 3.6 - Reduction of Hours/Reduction in Force

3.6.1 During the school year: The District will, following the completion of the budget adjustments in October and no later than November 15, guarantee no decrease to employees' assigned hours and pay level for that school year. Student specific paraeducators (for example: 1:1, 1:2, 1:3) are excluded from this section.

- 3.6.2 Reduction of hours at the end of the school year: If hours are reduced at a worksite for the following year, the reduction will be made in the reverse order of seniority from among the employees who have the qualifications and abilities for the remaining position hours.
- 3.6.2.1 An employee who has a reduction in hours shall have the following options (consider the options in order):
- a. An employee will have the option to stay at the worksite at reduced hours and/or pay.
 - b. An employee will have the option to fill a vacant position within current job classification.
 - c. An employee will have the option to fill a vacant position with reduced hours or a job classification previously held by the employee, provided that such employee meets the minimum job requirements for a position within such job classification.
 - d. When an employee does not choose from Options A-C, employee will be displaced from her/his school assignment. Displaced employees will be assigned, in seniority order when employee meets the minimum job requirements to a comparable vacant position(s) elsewhere in the District in lieu of layoff. If a position is within one (1) hour of the previous assignment at the same pay range and benefits level, it shall be considered comparable and no further action will occur.
- 3.6.2.2 Elimination of position: An employee whose position has been eliminated from building/worksite shall have the following options:
- a. An employee will have the option to fill a vacant position within current job classification and hours.
 - b. An employee will have the option to fill a vacant position with reduced hours or a job classification previously held by the employee, provided that such employee meets the minimum job requirements for such position.
 - c. When there are no vacant positions within the District, employee will begin the bumping process.
- 3.6.2.3 Bumping due to position elimination: An employee may bump the least senior employee within the job classification District-wide, provided the bump is within an equal or similar number of hours (within one hour but not impacting benefits, and no more than an increase of twenty (20) hours annually) and the minimum job requirements are met. Employees cannot bump up a pay range.
- In the event the process results in termination of employment of an employee, then the termination shall occur in accordance with Section 3.6.4 of this Agreement.
- 3.6.3 An employee shall be notified as early as possible when a reduction of hours/layoff is to occur, but it shall be no less than fifteen (15) workdays prior to initiation of involuntary transfer/layoff actions in Section 3.6.2.1.
- 3.6.4 Reduction in Force: When the above transfer/placement/bumping procedures in Section 3.6.2.1, 3.6.2.2 and 3.6.2.3 have been exhausted, all displaced employees who have not been placed will be laid off.
- 3.6.5 The District will meet with the Association regarding layoff no less than ten (10) days prior to layoff notices being sent to employees.
- 3.6.6 Recall: Employees who are on layoff status will have recall status for two (2) years. Employees on recall status may be placed on the District substitute list. Vacant positions will be filled by employees on recall status on the basis of seniority when the minimum job requirements are met. If the employee refuses to return to a comparable position, she/he will be removed from the recall list.
- 3.6.7 In the event of a tie in seniority pursuant to this Article, total District seniority shall be applied.
- 3.6.8 School Closure: In the event that the District closes a school, all members of this bargaining unit employed at the affected school will be assigned to open vacant comparable position(s), for which employees meet the minimum job requirements. If no vacancies are available, then the affected

employees are able to exercise her/his seniority rights to bump into the current job classification. Job classification is defined in Article III, Section 3.4.4 of this Agreement.

The Human Resources Office will identify the most junior employees in comparable positions using the current seniority list and place the displaced employee into that position. An employee who declines the offered position removes herself/himself from further action. Section 3.6.8 will only be utilized in the closure of a building. Employees who are displaced by the bumping action will be subject to Section 3.6.4.

Section 3.7 - Resignation

An employee who needs to resign, when possible, shall submit a letter of resignation two weeks prior to her/his last workday.

Section 3.8 - Hours of Work/Overtime

- 3.8.1 Each employee shall be notified of her/his hours of work with designated times of beginning and ending of her/his workdays. Employees shall be given reasonable advance notice of a change in the employee's assignment. Time clocks will be used for bus drivers, bus paraeducators, and Student Nutrition employees for clocking in and out, including beginning/ending times and lunch breaks.
 - 3.8.1.1 Paraeducators, bus drivers, and Student Nutrition employees will not lose regularly scheduled hours due to the District's late start or half ($\frac{1}{2}$) day schedule. Building principals/directors will manage the employee's half ($\frac{1}{2}$) day schedule. When possible, paraeducators may be provided time to meet with their classroom teachers to plan during these late start or half ($\frac{1}{2}$) days.
 - 3.8.1.2 When an employee is absent from the District's half ($\frac{1}{2}$) day schedule, she/he may utilize appropriate leave.
 - 3.8.1.3 When assigned in writing by her/his principal, an elementary assistant secretary shall work one (1) week before school starts and one (1) week after school ends. Any secretary may request additional work days during spring or winter break in order to catch up on special projects, data entry or other tasks. Additional time must be pre-approved by the immediate supervisor.
 - 3.8.1.4 Paraeducator schedules shall include enough time to complete the essential functions outlined in the paraeducator job description and will include sufficient time between assignments to allow for travel and for the completion of referrals/paperwork. The parties recognize that sufficient time for communication/collaboration and preparation is important. Paraeducators who have concerns regarding sufficient time are encouraged to bring their concerns to the supervisor.
- 3.8.2 Requirement to Perform at a Higher Classification: Employees assigned to perform the duties at a higher classification for a minimum of one (1) full day shall receive pay for the higher level at the first (1st) step of the higher level or such other step that provides an increase of one dollar (\$1) per hour over the employee's regular pay level. Employees performing the duties of a lower classification shall receive their regular rate of pay.
- 3.8.3 Except for bus drivers, special education preschool paraeducators, and bus paraeducators, no employee will be assigned split shifts.
- 3.8.4 No employee shall be required to work more than five (5) consecutive hours without a duty-free meal period. Employees shall be allowed a meal period of at least thirty (30) minutes to commence no less than two (2) hours nor more than five (5) hours from the beginning of the shift. Meal periods shall be on District time when the employee is required by the District to remain on duty on the premises or at a prescribed worksite in the interest of the District.

- 3.8.5 Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the District's time, for each four (4) hours of working time. The legal and contractual requirements for meal and rest breaks will be posted, along with overtime requirements, at the worksite's main office and on bulletin boards used by classified employees.
- 3.8.6 The workweek shall consist of five (5) consecutive days of work. When the supervisor believes it is in the best interest of the District for an employee to work an alternative work schedule, the supervisor may adjust the workweek. If the employee agrees to an alternative work schedule, the workweek may be changed to four (4) days/ten (10) hours per day or some similar arrangement agreeable to the supervisor and the employee. Overtime after eight (8) hours per day will not apply when alternate workweeks are in force. Overtime after forty (40) hours per week will apply. Employees may request a flexible schedule. Employees denied an alternate work schedule shall be provided specific rational, in writing, for the denial.
- 3.8.7 Except as stated in 3.12.3.d, hours assigned and worked in excess of eight (8) hours per day or forty (40) hours per work week will be paid at time and one-half (1-1/2) the employee's hourly rate of pay. Overtime must be approved in advance by the employee's supervisor. The District agrees to review the requirements of the Fair Labor Standards Act (FLSA) with building administrators and secretaries during the annual secretaries' meeting. The District also agrees to reference this Agreement's overtime procedures in any existing building handbooks, for those buildings that have handbooks.
- 3.8.7.1 In order to facilitate efficient project completion, ITS employees may work a flexible schedule that includes more than eight (8) hours in a day without overtime as long as the weekly hours do not exceed forty (40). The employee and supervisor must mutually agree to the flex schedule.
- 3.8.8 Hours worked on holidays will be compensated at time and one-half (1-1/2) of the employee's hourly rate of pay in addition to the holiday pay to which the employee is entitled. If a bus mechanic is directed to work on a weekend day, such time will be paid at an overtime rate.
- 3.8.9 Newly hired employees will receive an orientation including the employee's rate of pay, work year, hours of work, benefits, safety requirements, evaluation procedures, and other information deemed necessary by the Human Resources Office. Each such employee will be given a copy of this Agreement at the orientation. The employee's supervisor will provide worksite orientation.
- 3.8.10 Regular employees hired as temporary bus drivers, paraeducators, or secretaries during the summer months shall receive leaves, vacation, and holidays prorated to the hours worked.
- 3.8.11 **Student Nutrition Employees:** The District shall provide to each new employee a copy of this Agreement and the following information: mileage reimbursement, proper attire, location of worksites (map), timesheets, pay schedules, work schedule, and other applicable information. The Student Nutrition Department will hold training for new employees. There is a certain amount of site orientation expected from leads and Student Nutrition employees when a new Student Nutrition employee is assigned to a kitchen. Point of Sale (POS) training will be provided by a lead trainer designated by the Director after consultation with the person who will be POS lead. When necessary, extra hours will be provided for POS training, off normal work time, upon request of and authorization by the Director.
- 3.8.11.1 It is agreed the minimum workday for Student Nutrition employees shall be two (2) hours.
- 3.8.11.2 A regular Student Nutrition employee required to substitute for another regular Student Nutrition employee will not receive a reduction in her/his hourly rate of pay or her/his assigned shift.
- 3.8.12 A regular employee whose regular hours of work are increased beyond her/his regular shift for a period of thirty (30) consecutive days of work is eligible for an adjusted insurance benefit amount, vacation, and holidays, if applicable.
- 3.8.13 LPNs shall be assigned minimum of seven (7) hours per day. Health Clerks shall be assigned health room duties a minimum of six and one half (6.5) hours per day. Health Clerks in schools with more than

four hundred fifty (450) students will be assigned a minimum of seven (7) hours per day. Health Clerks and LPNs will be on duty in the building during lunch and recess periods. Health Clerks and LPNs shall have a one hundred ninety-six (196) day work calendar.

- 3.8.14 If less than two (2) hours are added back to a building, they will be restored to the building employee(s) if the employee(s) can fit the hours into her/his schedule without changing program assignments and if she/he meets the qualifications required for the work.

Hours added to a building will be restored as follows:

- a) The hours will be awarded to the most senior building employee who meets the conditions above. If the most senior building employee does not wish or cannot accept the hours, the hours will be assigned to the next most senior employee who meets the conditions above and so on until the hours are assigned.
- b) If no employees wish the hours or do not meet the conditions above, the hours will be assigned as determined by the principal.

- 3.8.15 Paid hours to be offered for classified work after the workday shall be posted in building for qualified classified employees to indicate interest. If no building employees are interested in the hours, the hours will be offered outside the building. All afterschool hours will be posted yearly.

- 3.8.16 Any bus driver or paraeducator who wishes input into an Individual Education Plans (IEP) process may provide written information to her/his supervisor and the IEP teacher (building paraeducators) or Transportation Director (bus drivers and bus paraeducators). Information pertinent to a student's transportation on the bus will be provided to the driver of the bus who will share the information with the paraeducator.

- 3.8.17 If a school employs an elementary assistant secretary/clerk, positions shall have a two hundred ten (210) day work calendar.

- 3.8.19 When an employee has been directed/requested by an administrator to participate on a committee and the committee meeting is outside the employee's regular work hours, employee will be paid their hourly rate.

Section 3.9 - Inclement Weather

- 3.9.1 In the event snow or hazardous weather forces schools to close, employees who work directly with students and whose work depends on the presence of students are not required to report for work and will make up the day on the student make-up day. All employees working full year (twelve (12) months) are expected to report to work if conditions permit. Full time employees who are unable to report to work because of hazardous conditions will have the leave charged to personal leave or vacation, if available. If the supervisor and full-time employee agree, employee may be allowed to make up missed hours as approved by their immediate supervisor. Made-up hours will not be considered overtime hours.

- 3.9.2 If schools operate on a delayed schedule, such as one hour late, the delay is for students and does not affect employee reporting times, provided that bus drivers will adjust report time in accordance with the announced delay. School delay/closure procedures will be announced each year to employees. School delay and closure information will be broadcast on specified radio stations. If radio stations carry no announcement of closure or change for the Clover Park Schools, employees are expected to report to work.

- 3.9.3 Student Nutrition Employees Only: When commissary staff report to work during inclement weather, and the public announcement for school closure is made after the employee's reporting time, employees will be paid for a minimum of two (2) hours of work.
- 3.9.4 Drivers who have lost hours on regularly scheduled runs as a result of a delayed schedule may report to dispatch or their supervisor for alternate assignments in order to make up lost hours.

Section 3.10 - Working Conditions (Drivers)

- 3.10.1 When illness or other emergencies prevent a driver from reporting for work, the Transportation Department will be notified at least two (2) hours before report time. An employee who arrives at work prior to 6 a.m. shall notify the Director of Transportation or designee of her/his illness or emergency as soon as possible.
- 3.10.2 Drivers shall report fifteen (15) minutes prior to each regular or extra run departure time. Drivers shall perform pre-trip inspections, work-ups, and safety checks as outlined by the District Transportation Office during this time. Drivers are responsible to clean inside the bus at least once daily including scanning the seats to see if they are secure, damaged or dirty, and to properly clean or report their condition.
- 3.10.3 If there is less than thirty (30) minutes between any run, the driver will continue to be paid during that time.
- 3.10.4 Should a driver fail to report prior to scheduled clock-in time as required, the District will contact a substitute driver, and the late time shall be charged to leave without pay. Once the District contacts a substitute, the regular driver shall forfeit that run.
- 3.10.5 After a re-bid is conducted, the District shall reflect the drivers' hours on their paychecks.
- 3.10.6 Shifts shall be established for Transportation personnel in relation to the routes and driving time necessary to fulfill tasks assigned by the Director of Transportation. All shifts shall be for a minimum of two (2) hours' duration.
- 3.10.7 Employees will be allowed to temporarily bid on positions open due to medical leaves after three (3) weeks or more. Employees filling these jobs will be told they are temporary and the job will be filled by the returning employee. The temporary employee returns to her/his own position.
- 3.10.8 When employees are requested by the Director of Transportation to attend disciplinary conferences, hearings, or meetings outside the basic assignment, she/he shall be compensated at her/his straight time rate of pay for such conferences.
- 3.10.9 Drivers shall be able to take appropriate action in accordance with state laws and regulations, District policies and administrative regulations when student behavior is disruptive to the extent of endangering the driver, other students, or the driver's ability to perform her/his assigned duties.
- 3.10.10 All runs shall be offered to regular drivers on the basis of the Posting and Bidding Procedures.
- 3.10.11 Driver training classes will be provided by the District. Employees attending such training classes will be paid at her/his straight time hourly wage. Employees who have direct contact with students requiring special medical handling will be trained prior to assuming responsibility for the student's transportation.
- 3.10.12 Employees who are called out and report to work shall be paid a minimum of two (2) hours. An employee who is required to enter the District's premises after lockup shall be issued the appropriate keys for reentry.
- 3.10.13 The student misconduct form is listed in Appendix 1.
- 3.10.14 The District may place digital cameras in school buses to monitor student behavior. If a review of a student monitoring recording raises issues about a driver's behavior, a discussion with the driver will be held following the provisions in Section 3.3, Discipline and Dismissal.

- a. If there is a written complaint filed against a driver, the District shall initiate an investigation to determine its seriousness.
 - b. The employee shall be immediately notified in writing of the complaint. Employees shall have rights to union representation under Section 3.3.2.
 - c. If it is determined that monitoring of a driver is warranted as continuation of an investigation, the District may monitor the bus recording for up to ten (10) consecutive working days. The employee shall be notified in writing of the monitoring dates prior to its commencement.
- 3.10.15 The District and Association jointly agree that bus videos have value as a training aide. To ensure videos are used in a professional and respectful manner, Transportation supervisors will meet with the Transportation employee(s) shown in a video. This meeting will include how, when and why Transportation supervisors will be using the video as a training aide. During this meeting, an employee shown in the video will be able to voice concerns regarding the use of the video as a training aide. Both parties must mutually agree to the use of the video for training purposes.
- 3.10.16 Pay for established special education routes will remain the same unless a student is permanently added or deleted. Absent special education students shall not affect a special education driver's pay for that run.

Section 3.11 - Commercial Driver's License (CDL)/Drug and Alcohol Testing

- 3.11.1 Employees required to possess a CDL as part of their job responsibilities and employees for whom operation of a District vehicle is an essential function of the position occupied are subject to drug and alcohol testing any time the employee is on pay status with the District. The positive result of a drug/alcohol test will result in discipline or discharge consistent with this Agreement.
- a) Employees subject to drug and alcohol testing shall be informed of District testing policies and procedures. This review will include an explanation of the employee's confidentiality rights.
 - b) The District will provide each driver an annual physical at no charge. Drivers are required to undergo the physical by the District's designated physician. Should the employee choose to select her/his own physician, the employee will pay full costs of the physical and shall provide the necessary medical reports to the District within the required timeframe.

Section 3.12 - Posting and Bidding Procedures (Transportation Drivers)

- 3.12.1 The annual bid for routes, runs and buses, will be in October, effective-within two weeks of the bid, and posted five (5) working days prior to bidding. Bids for drivers and bus paraeducator route selection will be made on the basis of seniority.
- a) If changes in student need necessitate a change in assignment for a bus paraeducator, the employee shall have the opportunity to make up hours, as needed. Bus paraeducators shall be guaranteed a minimum of six and one half (6.5) hours per day.
- 3.12.2 Routes will be developed and assigned based upon state law, District policies, student needs, and population demographics. A run is any segment of time required to transport students, has an established beginning and ending time, and is expected to be driven on a regular basis. A route is comprised of specific runs. Run needs and times are established by the District and may include an AM/PM run, a special needs run (for qualified drivers), a preschool run, shuttle runs (special education students with alternative schedules and out-of-district placements), and/or an after-school activity run (transporting elementary students home after tutoring, or transporting secondary students home after an athletic practice, club meeting or other school activity). The District will identify drivers eligible to be assigned shuttle runs based on proximity, training and paid status, in an effort to maximize efficiency. If the shuttle

run assignment results in additional time of twenty (20) minutes or more, identified drivers will have right of first refusal based on seniority.

The annual bid for routes, runs and buses, will be in October, effective November 11th, and posted five (5) working days prior to bidding. Bids will be made on the basis of seniority.

Hours bid on in October will not be reduced without the employee's consent until the next school year's bid, except for those reductions resulting from modifications because of the school calendar (e.g., school cancellation) and/or fluctuations experienced with the school activities program. Drivers will be given the opportunity to make up the hours resulting from the reduction. Drivers experiencing a reduction of their bid hours may be assigned without bidding, to open routes, field trips, or other duties as assigned to compensate for their reduced time. Employees who decline the opportunity to have their hours fulfilled for the remainder of the year, will have their hours reduced accordingly.

The following list outlines the processes used after the October bid:

- a) Job vacancies for regular runs will be posted on the bulletin board and assigned a bid sheet number.
- b) Drivers may bid on such vacancies which will result in change of hours by completing a bid form within the time specified on the posting sheet.
- c) Drivers may make one (1) voluntary transfer from category of bus runs to another per school year, so long as it does not require uncoupling of a combined run. Categories of bus runs are defined in Section 3.12.2.
- d) After drivers' hours are set by bid, the District will hold eight (8) hour drivers at eight (8) hours if loss or gain of a student would impact their hours.

3.12.3 Extra runs shall be all runs not listed in Section 3.12.2 of this Section as regular runs, except for Section d) below.

- a) All employees are required to fulfill any extra trips for which they sign up. The only exception will be a true emergency. An employee who does not fulfill an extra trip and does not have an emergency will lose the right to bid on extra runs for thirty (30) calendar days.
- b) Drivers will be held responsible to arrive at the trip destination on time. An employee may not sign up for any run for which she/he is unable to devote the entire time posted for the trip.
- c) The bidding of extra trips, not including regularly scheduled to and from school transportation, will be posted no later than the following schedule:

<u>Daily Trips</u>	<u>Posted</u>	<u>Removed</u>
Thursday	9:00 AM Monday	9:00 AM Tuesday
Friday and Saturday	9:00 AM Tuesday	9:00 AM Wednesday
Sunday and Monday	9:00 AM Wednesday	9:00 AM Thursday
Tuesday	9:00 AM Thursday	9:00 AM Friday
Wednesday	9:00 AM Friday	9:00 AM Monday

- 1) The posting schedule outlined in a) above will be adjusted back one (1) or more days when holidays or school vacations require such an adjustment.
- 2) Bidding for extra trips will start each day with the driver numbered on the seniority list that is one (1) listing number higher than the number of extra trips offered on the previous day.
- d) Overtime is defined as hours worked in excess of forty (40) hours per week and shall be compensated at time and one-half (1-1/2) the employee's hourly rate of pay. Drivers shall not bid on trips that will give them more than forty-six (46) hours of work per week. Overtime must be approved by the Director of Transportation or designee in accordance with the posting and bidding procedures listed in this section.
- e) In the event no qualified driver bids for the trip, the trip will be assigned by the Director of Transportation or designee.

- f) The Director of Transportation will make the final decision on the assignment of trips to drivers in matters regarding qualifications.
- g) Extra trips received after the bidding period has closed will be assigned by the Director of Transportation or designee. A roster of such assignments shall be maintained during each school year. Every effort will be made to distribute such trips on a fair and equal basis.
- h) Overnight Trips: The driver shall be paid for all time in service on an overnight trip. A driver is not "in service" when: 1) she/he is completely released from all duties and allowed to leave; 2) she/he is given a definite, specified time to return; and 3) the period of release time is long enough for the driver to use as she/he sees fit. There shall be no expectation of wages after the driver has been released from duty for the remainder of the day. Should a driver be recalled to duty after being released, she/he shall be paid the appropriate rate of pay for the time spent in service. Drivers shall be covered under Labor and Industries for the entire time acting in the course of employment. The costs of lodging and meals shall be provided at no cost or expense to the driver.
- i) A minimum of one (1) hour notice shall be given to the driver for trip cancellations, unless the driver or substitute driver is already working at the time of the cancellation. If such notice is not given, a two (2) hour minimum shall be paid the driver.

3.12.4 Tie Breakers:

- a) In the event that more than one (1) driver has the same date of hire, the District shall maintain separate rotation lists for regular and special runs. The driver with top seniority listing among the drivers with the same date of hire will go to the bottom of that list of same-date-of-hire drivers after winning the bid on that list.
- b) A driver shall maintain position on each list until winning a bid on that list. Winning a bid on one (1) list does not rotate the driver to the bottom of both lists.

Section 3.13 - Accident Procedures for Drivers and Mechanics

3.13.1 The following procedures will be followed in the event of an accident in which a District bus and authorized driver are involved. Accidents are defined under the following classifications:

- a) A vehicle-vehicle accident involves two (2) or more vehicles. Such an accident may also involve property damage.
- b) A vehicle-property accident involves one (1) vehicle and property other than another vehicle or pedestrian.
- c) A vehicle-pedestrian accident involves one (1) or more vehicles and a pedestrian or pedestrians.
- d) Other types of accidents will be dealt with on a case-by-case basis.

3.13.2 Any accident involving a District vehicle will be evaluated by the following definitions:

- a) Major: An accident in which any one of the following conditions is present:
 - A person incurs injury as a result of the accident.
 - Damage to vehicles or property is extensive (for example: greater than five thousand dollars [\$5,000]).
 - Any vehicle involved in the accident is not able to leave the scene under its own power.
- b) Minor: An accident in which all of the following conditions are present:
 - No individual incurs apparent injury.
 - Damage to vehicles and property is slight (for example: less than five thousand dollars [\$5,000]).
 - All vehicles involved are able to leave the scene under their own power.

3.13.3 Under the following circumstances in which an authorized District driver is involved in an accident while driving an assigned route or trip, the driver shall be placed on leave pending investigation of the accident:

- a) In the event of a major accident involving a District vehicle, the District's driver who was involved in the accident shall be placed on paid administrative leave immediately, pending outcome of the investigation.
 - b) In the event of an apparent minor accident, but following which individuals are shown to have been injured or damage to vehicles is greater than first believed, the District's driver who was involved in the accident shall be placed on leave as of the time the injury(ies) or higher damage assessment is made known, pending investigation of the accident. Leave shall be with pay pending outcome of the investigation.
- 3.13.4 All accidents involving District vehicles will be investigated by authorized personnel from the District's Transportation Department. Such investigation shall be in addition to any investigation initiated and carried out by law enforcement or other agencies. Results of the District investigation will be forwarded to the Executive Director for Human Resources and accompanied by recommendations from the Director of Transportation.
- 3.13.5 After reviewing the investigation report and recommendations of the Director of Transportation, the Executive Director for Human Resources will decide whether disciplinary action is warranted; what disciplinary measures, if any, should be taken; and, in any accident in which the District's driver is found to be at fault, the amount of pay to be withheld, if any.

Section 3.14 - Medications

- 3.14.1 When it is absolutely necessary, as determined by a physician, medication will be given to students at school. The worksite administrator shall designate in writing the person(s) responsible to dispense medication on an individual basis. Such authorized person(s) shall receive appropriate training, including first aid. At the elementary schools, peak times for dispensing medication should be identified and efforts should be made to schedule a sufficient number of existing staff to handle the peak times (see Section 3.8.13).
- 3.14.2 The District shall provide appropriate training to all employees who are responsible for giving medications to students or performing serious medical procedures for students.

Section 3.15 – Protective Clothing

- 3.15.1 The District will provide Student Nutrition employees with shirts that will be required to be worn during the workday. The District will issue five (5) shirts to each Student Nutrition employee. The employee is responsible for the laundering and maintenance of said shirts. In addition, the District will also supply Student Nutrition employees with an apron or work coat which will be worn while performing duties.
- A committee of Student Nutrition employees will work with the Student Nutrition Director in the selection of appropriate shirts.
- 3.15.2 The District will provide each mechanic with a clean pair of coveralls or pants/shirt daily and will supply the mechanic shop with clean shop towels. The District will also provide each mechanic with appropriate protective clothing to include insulated clothing, gloves, and insulated high visibility coat.
- 3.15.3 All Transportation and Student Nutrition employees' attire will comply with safety standards. No Student Nutrition employee, driver or bus paraeducator will wear open-toed shoes, sandals, clogs, or wooden soled shoes of any type or heels of more than two (2) inches.
- 3.15.4 The District agrees to a tool allowance of seven hundred fifty dollars (\$750) per year for mechanics who provide their own tools. The employee may access the allowance by providing a copy of the receipt for tools purchased by the employee for which reimbursement will then be made, and the amount deducted from the allowance balance; provided, however, that to be eligible to access the allowance each mechanic is responsible for submitting to the Director of Transportation an updated tool inventory list at

the time of the request. Mechanics may use the tool allowance for upgraded tools or personal safety equipment.

Section 3.16 - Implementation of Site Decisions

- 3.16.1 The purpose of the District's Site Based policy is to improve the quality of instruction programs for students in each school; to provide a climate that enhances the effectiveness and satisfaction of all staff; to build a high degree of confidence and support by parents and community for school programs; and to improve the decision-making process by allowing schools to use their initiative to seek new and creative strategies and solutions. The Board remains the legally responsible authority for the District and directs the Superintendent to hold the school principal responsible and accountable for the management of the school. The principal will collaborate with a democratically elected building site council representing all of the school's stakeholders.
- 3.16.2 The District office is a key contributor to the success of the site based decision-making effort. As a foundation for the process, the District office will provide strategic direction and core beliefs, coordinate efforts across sites, assist in the assessment of the efforts, and provide technical expertise and support.
- 3.16.3 Common expectations will support site-based decision making as a key component of the implementation of the school plan at each site. To assure maximum success in implementing the plan, the following components will be in place:
- a) Members of the building site council will be democratically elected. Classified members elected to building site council will be paid at their hourly rate of pay for time worked on the building site council. Pay will be at the overtime rate when applicable, per Section 3.8.7 of this Agreement.
 - b) Operating rules and conditions are determined by the building site council and reflected in the bylaws.
 - c) Decisions are made in support of the major areas identified in the school plan to ensure implementation.
 - d) All strategies and decisions are made with overt consideration of how the action will improve teaching and learning.
 - e) Each building shall implement a process to make public the minutes of each building site council meeting and a procedure for staff to provide input on building site council business.
- 3.16.4 The principal is a key member of the building site council and has the authority to determine whether a consensus exists when making site-based decisions. In the event consensus cannot be reached on a specific issue, the principal will make an interim decision and continue to work for consensus. Should no consensus be reached within sixty (60) calendar days, an intervention team consisting of the Superintendent, Executive Director for Human Resources, Association President, and UniServ Representative shall assist the site in reaching consensus. The intervention team shall be the only process available to continue to reach consensus. This section shall be excluded from the grievance/arbitration provisions of this Agreement.
- 3.16.5 If any aspect of a site-based plan conflicts or violates the provisions of this Agreement, said aspect will not be implemented.

Section 3.17- Job Sharing

Subject to written agreement and with approval of the supervising administrator and the Executive Director for Human Resources, two (2) qualified employees may be allowed to share one (1) position. The signed agreement shall specify details of the sharing arrangement, Section 3.8.6 notwithstanding.

Section 3.18 – Employee Health and Safety

- 3.18.1 The District agrees employee health and safety is of primary concern.

- 3.18.2 The District will ensure that all health and safety codes are complied with and procedures for notification of problems and injury reporting shall be published. The District will establish a health and safety hotline for staff who feels at environmental risk and whose concerns have been discussed with the building administrator but have not been addressed. Within reasonable time, the Director for Maintenance and Operations shall report by email or courier if no email is available, to the building administrator and the employee regarding progress on the complaint.
- 3.18.3 Any work-related injuries shall be immediately reported by the employee on the Self-Insurer Accident Report (Workers' Compensation Report).
- 3.18.4 In accordance with the Emergency Response Plan, each worksite shall develop and communicate to employees, procedures that shall include a method for rapidly communicating the need for assistance when the potential for physical harm is evident or when immediate assistance is required. The Emergency Response Procedures shall be included in staff training.
- 3.18.5 If an injury results from violent attack of a student in special education, the employee will report the incident immediately to the building principal or designee and to the Director of Special Education who will initiate a program/safety review. The recommendations of the review team, which shall consist of safety, special education, building and Association representatives, shall be implemented by staff and administration in accordance with the IEP.
- 3.18.6 The District will develop procedures to inform employees about known student medical and/or behavioral issues that may impact them in the performance of their duties. Employees are encouraged to ask their supervisor for information if they are concerned about a student's condition or behavior.
- 3.18.7 Buildings will have a student supervision plan for recess and cafeteria use, and share this plan with staff at the beginning of each school year.
- 3.18.8 The District and the Association will each contribute an equal amount to establish an annual fund of ten thousand dollars (\$10,000) to be administered by Association Representatives and risk management to reimburse bargaining unit members up to a maximum of five hundred dollars (\$500) (or the unit member's insurance deductible if less than \$500) for damage or loss of personal property or personal instructional materials and equipment. Such loss must be based on demonstrated District negligence and processed in accordance with procedures developed by the ESPCP/Risk Management committee.

Section 3.19 – Professional Appearance

The District and Association are committed to providing a learning atmosphere that is essential for the education of each student. Employees contribute to the culture and reputation of the District in the way they present themselves. A professional appearance is essential to a favorable impression with students, parents, and the community. Good grooming and appropriate dress reflect employee pride and inspires confidence. Each employee shall practice good personal hygiene, and wear clean work attire appropriate for her/his job or position.

Section 3.20 – Student Safety

The District and Association agree that appropriate staffing levels for supervision are necessary to ensure student safety. Employees who have concerns regarding student/staff ratios at individual work sites are encouraged to bring these concerns to the attention of their immediate supervisor. If the employee provides written notification of a safety concern, the supervisor shall respond in writing within ten (10) working days.

Section 3.21 - Lactation Breaks/Space

The District will comply with federal and state requirements regarding lactation breaks and the provision of appropriate space for employee nursing needs. (See Section 7(r) under the Fair Labor Standards Act.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 4.1 - Philosophy

- 4.1.1 The grievance and dispute resolution procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes which the Association or employees may have, and which relate to or concern the employees and the District.
- 4.1.2 It is the intent of this grievance procedure to settle all disputes or complaints at the point of origin. In the event that such a grievance or dispute arises during the life of this Agreement, it shall be handled according to the grievance steps.

Section 4.2 - Grievance Steps

- 4.2.1 **Step I:** The employee(s), with or without assistance from the Association, shall present the grievance to her/his immediate supervisor within twenty (20) workdays of the date and time of the occurrence of the event giving rise to the grievance, or twenty (20) workdays from the date and time such event should have been known, or it shall be deemed waived. If the issue is not resolved within seven (7) workdays after the grievance is so presented, it shall be reduced to writing and signed by the employee(s) and the immediate supervisor. Unless the parties agree otherwise, timelines extending from a grievance event or when the event should have been known will exclude the month of July.
- 4.2.2 **Step II:** Such written grievance shall be presented to the Executive Director for Human Resources within seven (7) workdays of the conclusion of Step I. If the issue is not resolved within seven (7) additional workdays and the employee(s), with the assistance of the Association, desires to pursue the matter further, then;
- 4.2.3 **Step III:** Such written grievance shall be presented to the Superintendent or designee within seven (7) workdays after the conclusion of Step II. If requested by the Association, the Superintendent or designee shall meet with the grievant(s) and any one (1) member of the bargaining unit and/or the local UniServ Representative the grievant chooses within ten (10) workdays after receipt of the grievance. The Superintendent shall give a written decision within seven (7) workdays from the date of the meeting or the date of receipt of the Step III grievance, whichever is later.
- 4.2.4 **Step IV:** If no settlement is reached in Step III above and the Association desires to pursue the matter further, it may refer the grievance to arbitration by written notice to the District within fourteen (14) workdays from the conclusion of Step III. If such grievance is not referred to arbitration within fourteen (14) workdays from the conclusion of Step III above, the grievance shall be considered settled on the basis of the District's last position. Should the parties be unable to mutually agree upon an arbitrator within ten (10) workdays from the date the matter is referred to arbitration, the Association will request a list of ten (10) qualified arbitrators from the American Arbitration Association from which list the parties shall select an arbitrator.

4.2.5 The arbitrator selected will confer with the representative of the District and the Association and hold hearings promptly and will issue her/his decision not later than twenty (20) workdays from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statement and proof are submitted.

Section 4.3 - Powers of the Arbitrator

4.3.1 The arbitrator's decision will be in writing and will set forth her/his findings of facts, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law and shall have no power to add to or subtract from or modify any terms of this Agreement.

4.3.2 The decision of the arbitrator will be submitted to the District and the Association, and will be final and binding upon the parties. The parties will be bound by the rules and procedures of the American Arbitration Association, except as modified herein.

Section 4.4 - Expenses

The expenses of the arbitrator and all other expenses of the arbitration proceeding, other than those incurred by each party in the presentation of its own case, shall be shared equally by the parties involved.

Section 4.5 - Time Limits

4.5.1 Time limits referred to in Article IV must be considered as maximums, but may be waived by mutual agreement in writing. It is the intent that all procedures set forth herein shall be complied with as expeditiously as practical.

4.5.2 Failure of the District to timely act, as required in any of the procedural steps, will automatically move the grievance to the next higher step for consideration. Failure of the grievant to timely act will nullify the grievant's claim.

4.5.3 By mutual written consent of the grievant and the District, any procedural step may be passed over in favor of action on a subsequent step.

Section 4.6 - Grievance Files

All documents, communications and records dealing with the processing of a grievance shall be filed separately and not in the official personnel file of the grievant. This grievance file shall be referred to thereafter only in case of extended appeal, litigation, and other action in the particular case.

Section 4.7 - Grievance Form

All grievances shall be filed on the official grievance form (Appendix 2) that from time to time may be modified by mutual agreement of the parties.

Section 4.8 - No Reprisal

No reprisal will be taken by the District or the Association against any employee because of her/his participation or non-participation in this grievance procedure.

ARTICLE V - EMPLOYEE EVALUATION

- 5.1 Employees are expected to perform their assigned duties and responsibilities. The evaluation procedures contained in this Agreement shall be used to evaluate each employee's level of performance and work traits.
- 5.2 Each regular full-time and regular part-time employee shall be evaluated annually by her/his immediate supervisor. Site managers or leads at the employee's worksite shall provide input to the evaluator. If site managers or leads provide negative performance information to the evaluator that will be used in the evaluation, the evaluator will provide that information to the employee within two (2) workweeks.
- 5.3 Employees shall be evaluated by June 1st. At the time of evaluation, a conference shall be held between the immediate supervisor and employee regarding the employee's Annual Performance Evaluation.
- 5.4 Employees shall be evaluated during their probationary period.
- 5.5 Employees shall be notified of below expected level(s) of performance and work traits. When a supervisor has a concern about the employee's performance, the supervisor shall notify the employee in a timely manner about the concerns, including specific areas of deficiencies and the expectations for correction. The goal is that an employee should be aware of deficiencies and the expectations for correction of those deficiencies as early as possible prior to the annual evaluation. Areas of work needing improvement may be discussed with the employee at any time during the year that they are noted. If deficiencies continue, notice of specific areas needing improvement will be provided in writing with timelines for improvement.
- 5.6 Employees have the right to make a written response to their evaluation. Such response must be signed and dated by the employee.
- 5.7 Employees in a job assignment for more than ninety (90) days may be evaluated as Focused, unless the employee received one or more "unsatisfactory" ratings the previous year. The Comprehensive Evaluation, will be used for employees who have received below acceptable ratings and all employees who have less than one year of experience in the job. See Appendix 3.
- 5.8 Grievances relating to evaluation are limited to the Supervisor's adherence to the evaluation procedures set forth in Article V - Employee Evaluation.

ARTICLE VI - HOLIDAYS & VACATIONS

Section 6.1 - Holidays

6.1.1 The District shall recognize the following days as holidays:

- a) New Year's Day
- b) Martin Luther King Junior Day
- c) Presidents' Day
- d) Memorial Day
- e) Juneteenth
- f) Independence Day
- g) Labor Day
- h) Veterans Day
- i) Thanksgiving Day
- j) Day after Thanksgiving Day
- k) Day before Christmas Day
- l) Christmas Day
- m) Day before New Year's Day

6.1.2 Unworked Holidays: 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 whose regular work calendar (defined as the scheduled workdays during the year and any days scheduled by the Director of Student Nutrition), excluding summer school or orientations, includes the day before and after the holiday and has worked both her/his last scheduled shift preceding and following the holiday or is on paid leave of absence, except personal leave, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness she/he was unable to work on either of such shifts, and her/his absence previous to such holiday by reason of illness has not been longer than thirty (30) regular workdays. In applying this section, an employee shall not lose more than one (1) day of holiday pay for a missed shift immediately before or after a holiday break.

6.1.3 Worked Holidays: Employees who are required to work on the holidays in Section 6.1.1 shall be paid time and one-half (1-1/2) their hourly rate for all hours worked on such holidays.

6.1.4 Employees shall receive paid holidays based upon the number of days and hours worked.

6.1.5 Employees shall be provided copies of the work year calendar appropriate to their position by October 15th. The work calendar will indicate appropriate holidays and days to be worked.

Section 6.2 - Vacations

6.2.1 Full-time, full-year (260-day) employees shall be granted paid vacations based on years of continuous service calculated from their anniversary date of employment, in accordance with the following schedule:

- 1 - 3 years - 10 days (80 hours)
- 4 – 10 years - 15 days (120 hours)
- 11 –19 years - 20 days (160 hours)
- 20 years and thereafter - 22 days (176 hours)

Vacation allocations accrue on a monthly basis. All vacation allocations will be frontloaded as of September 1st. New employees will have their annual vacation accrual prorated and frontloaded at the end of the probationary period.

New employees who have completed the ninety (90) days probationary period shall be allowed to use their accrued vacation hours. Employees who separate from employment with the District, and who have used vacation not yet earned, will have the used amount deducted from their final paycheck.

- 6.2.2 Employees who work less than full-time or full-year have non-work time available to schedule vacation and do not earn vacation leave. These employees shall receive pay in lieu of vacation prorated in accordance with the number of hours worked. Pay in lieu of vacation is calculated as follows:
- Take the number of days in the employee's work year times the hours of work per day, then
 - Divide the answer by 2080 hours, then
 - Multiply times the appropriate number of hours of vacation allowed for the number of years worked (see Section 6.2.1), then
 - Divide by 12 months, then
 - Multiply this answer times your hourly rate. (See salary schedules in Appendix 4A, 4B, and 4C.)
 - This is the monthly vacation pay earned.
- 6.2.3 Full-time, full-year employees may request vacation periods. Vacation during the time school is in session is normally limited to no more than five (5) consecutive days. Exceptions may be made at the discretion of the supervisor. Two (2) consecutive weeks' vacation is normally the maximum any employee may take at any one (1) time when school is not in session. Employee(s) and their supervisor will discuss leave options and the calendar. The District will determine when employees may take vacations and may restrict the number of employees that may be on vacation at one time. Vacation requests shall be processed within ten (10) workdays.
- 6.2.4 Vacation days earned may be accumulated and carried over into the following year. Only two hundred forty (240) hours of unused vacation may be paid to an employee at the time of retirement. Vacation accrual is limited to a maximum of three hundred and twenty (320) hours. An employee who has accumulated more than three hundred and twenty (320) hours will have all hours in excess of three hundred and twenty (320) hours lapse on August 31st of each year. If scheduling all the leave is not possible, resulting in a lapse of leave, the employee and the Executive Director for Human Resources shall work out an acceptable plan. Lastly, if an employee has accumulated over two hundred forty (240) hours prior to the time of retirement, she/he may take vacation hours equal to the number required to reduce the vacation hours to two hundred forty (240).
- 6.2.5 An employee who terminates employment and gives two (2) weeks' notice will be compensated for any vacation earned but not yet taken, not to exceed two hundred and forty (240) hours. No pro-rata vacation payment will be made for a partial year of service during the first year of employment.

ARTICLE VII - LEAVES

Each school and/or District worksite shall maintain a calendar for scheduled leave. All non-emergency, approved leave that can be scheduled in advance, including District and Association releases, vacation and personal leave will be recorded on the calendar and substitutes, where necessary, will be called for at the time the leave is scheduled.

Section 7.1 - Illness and Injury

- 7.1.1 At the beginning of each contract year, employees will be credited with an advance sick leave allowance to be used for absence caused by illness or injury. Sick leave will be prorated for less than full-time employees. Probationary employees shall accrue sick leave on a one (1) day per month basis until they have completed their probation, whereupon they shall receive the remainder of the sick leave frontloaded from that point forward.
- 7.1.2 An absence of five (5) days or more shall be substantiated by a written statement signed by a physician.
- 7.1.3 Each employee's unused sick leave allowance shall accumulate from year to year to the hours in the employee's work year.
- 7.1.4 Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee may choose between using sick leave or Workers' Compensation. In the event the employee chooses to use Workers' Compensation benefits, the District will pay only the difference between the Workers' Compensation benefits and regular pay. Time charged against annual or accumulated sick leave will not include time compensated by Workers' Compensation, but only the portion of time paid by the employer from sick leave.
- 7.1.5 Sick leave shall be granted in hours. Sick leave authorized for the current year and any accumulated sick leave may be taken at any time necessary during the year. When an employee, due to sick leave, is absent in excess of accumulated sick leave credits, deductions shall be made for each day's absence in the same proportion as the number of days absent bears to the total days' service for which the employee was hired.
- 7.1.6 Emergency Leave: Conditions for granting emergency leave, which comes out of sick leave, are as follows (limited to three (3) days annually):
 - A. Situations in which pre-planning by the employee is not possible, is serious, is essentially unavoidable, is of importance, and is not one of mere convenience.
 - 1. Some examples of situations that qualify for emergency leave are:
 - a. Threat to an employee's property (for example: flooding, storm, fire).
 - b. Attend the funeral service of a non-covered family member or close family friend (limited to one (1) day).
 - B. Other emergency events requiring time away from assigned duties and which are beyond the control of the employee or which cannot reasonably be anticipated or avoided and fall under the definition above.
 - C. The emergency must be substantiated with the supervisor.
 - D. Emergency leave may not be used in conjunction with any other leave, unless the leave was previously approved.

Section 7.2 - Family Illness Days

Each employee shall be allowed to use the employee's accrued sick leave to care for the child of the employee under the age of eighteen with a health condition that requires treatment or supervision verified by a physician. Five (5) days of accrued sick leave may be used in the event of the serious illness of a member of the immediate

family with verification by a physician in order to make arrangements for proper care. (Immediate family shall be defined as per the State Family Care law.)

Section 7.3 - Personal Leave

7.3.1 Two (2) days annually and may accumulate up to four (4) days for obligations that cannot be completed outside the contracted day or year. Personal leave is not vacation time, and these days shall not be intentionally used to extend holidays, vacations or breaks. Only two (2) days may be cashed out in any given year and no more than two (2) may be used consecutively.

7.3.2 Prior notice of three working days is required for all uses of personal leave.

7.3.3 Personal leave cash-out (SERS 2 & 3): To encourage a reduction in the non-essential use of personal leave, members of SERS 2 and 3 retirement plans are eligible to cash-out personal leave as follows:

7.3.3.1 Two (2) days of personal leave may be cashed out at the employee's per diem rate. The cash-out request must be submitted in writing, signed by the employee, to the Payroll Office no later than the last day of school and will be paid on the July check. Employees may request to cash out leave up to their current balance of personal leave remaining as of the last day of school. No more than two (2) personal leave days can be carried over to the next school year. Any leave in excess of two (2) days not cashed out will be forfeited.

Section 7.4 - Jury Duty

7.4.1 Leave for jury duty required by law shall be at full pay.

7.4.2 Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law.

7.4.3 Employees subpoenaed by the Association in suits against the District shall be exempt from this provision.

Section 7.5 - Maternity, Paternity, or Adoption Leave

7.5.1 Unpaid: An employee wishing to take an extended leave for maternity/adoption purposes shall be allowed a maximum of a one (1) year leave of absence for that purpose. A maternity/adoption leave that begins during a school year shall terminate at the beginning of the next school year. An employee planning a maternity/adoption leave under this policy shall notify the District as soon as practical and an agreeable date for the beginning of the leave will be set. An employee who wishes paternity leave may take unpaid leave up to thirty (30) workdays.

Student Nutrition Employees Only: Employees on such leave shall have first consideration for appropriate vacancies occurring during the leave.

7.5.2 Paid: An employee requesting maternity, paternity or adoption leave should give written notice to the District at least four (4) weeks prior to anticipated leave. The request shall include a statement regarding the anticipated return to duty, which normally will be within thirty (30) workdays after childbirth. Sick leave shall be granted for leave taken under this policy. In the event paid sick leave is exhausted, the employee shall be considered on unpaid sick leave until return to duty.

7.5.3 Adoption Leave: An employee requesting adoption leave should give written notice to the District at least four (4) weeks prior to the anticipated need or as early as the employee learns of her/his adoption date. The request shall include a statement regarding the anticipated return to duty. Up to thirty (30) days of sick leave shall be granted for leave taken under this paragraph. In the event paid sick leave is

exhausted, the employee may take up to thirty (30) workdays unpaid adoption leave. Leave under this paragraph shall be for an adopted child of the employee who is under the age of six at the time of placement for adoption.

- 7.5.4 Upon returning to duty, the employee's assignment will be subject to the current needs of the District, but with effort being made to place the employee in a comparable position from which the leave was taken.

Section 7.6 - Bereavement Leave

- 7.6.1 Absence owing to death in the immediate family shall be granted with full pay for up to five (5) consecutive days. Immediate family shall be defined as the following family relationships to either the employee or their spouse/domestic partner: father and mother, parent surrogate, spouse/domestic partner, children, siblings, grandparents, grandchildren, aunts and uncles, nephews and nieces, and any relative or significant other residing in the employee's household. One (1) day of bereavement leave will be allowed for a close friend or other relation.
- 7.6.2 Paid leave shall also be granted for each occurrence of any person standing in a familial relationship.
- 7.6.3 Requests for bereavement leave shall be made according to District procedures at the Human Resources Office.
- 7.6.4 When extended travel or a second leave is necessary in order to attend to a funeral, memorial service, or business relating to the death, two (2) days will be allowed in addition to leave days provided in Section 7.6.1.

Section 7.7 - Association Leave

- 7.7.1 Professional Association Leave: Leave for attendance at local, state, or national meetings of the Association shall be requested of the District Human Resources Office by the Association President in writing. When such request requires employees to be absent from their assignment, the Association will reimburse the District for District expenses created by such absences. No more than six (6) employees will be released for Association Leave on any day, except for labor negotiations preparation and sessions with the District, or WEA/NEA Representative Assembly. Reasonable release for labor negotiations or WEA/NEA Representative Assembly shall be granted. No employee will have more than three (3) consecutive days of Association Leave. WEA or NEA employee leave requests shall be sent directly to the Human Resources Office. The leave request must include WEA's or NEA's agreement to reimburse the District for expenses created by such absences.
- 7.7.2 President's Leave: A leave of absence for a specific time shall be granted upon request to the President of the Association for the purpose of allowing time during the workday for presidential duties. The leave may not be less than .25 (1/4) FTE for a period of one (1) year.
- 7.7.3 The Association will reimburse the District for that portion of the President's salary and all employee benefits that are comparable to the portion of time released from her/his duties. The President shall accrue all benefits that she/he would have accrued in the position prior to leave.
- 7.7.4 Payments to the District will be made on a quarterly basis:
November 30th
February 28th
May 31st
August 31st

Upon return to her/his duties, the President will be assigned to a position comparable to the position held prior to the leave, if possible.

Section 7.8 - Military Leave

- 7.8.1 District employees shall be granted leave of absence with pay if called for military training. To receive this pay, the employee must present a copy of her/his written orders to the District Human Resources Office. The leave with pay shall be the first fifteen (15) days, and any time needed in addition to this shall be accounted for as vacation time or leave without pay.
- 7.8.2 Per the Revised Code of Washington (RCW) 49.77, Washington State Military Family Leave Act, employees whose spouse is a member of the United States armed forces who have been notified of an impending deployment may take up to fifteen (15) days of unpaid leave per deployment to spend time with their spouse. This leave is not to be used after the deployment has ended.
- 7.8.3 Employees may use up to twenty-six (26) weeks of FMLA to care for a spouse, child, parent or next of kin who is recovering from an illness or injury sustained in the line of duty while on active duty as a member of the Armed Forces.
- 7.8.4 Employees who have a family member in the National Guard or reserves, who are deploying or deployed, may use FMLA for certain difficult reasons related to the deployment. Please contact the Human Resources Office to determine eligibility.

Section 7.9 - Political Leave

An employee elected to or appointed to any State or Federal political office shall apprise the Superintendent in order that determination may be made whether the District's program needs permit the employee's absence from her/his position to serve in such public office. If determination is made by the Superintendent that leave may be granted, such leave of absence shall be without pay and shall be limited to one term of office. Return to employment from such leave will be at the beginning of the first semester following the end of the first term or the beginning of the semester following the date by which the employee's unsuccessful election campaign's final election results are known conclusively. The District will make every effort to place the employee in a similar position from which leave was taken.

Section 7.10 - Other Leaves

Leaves of absence up to one (1) year may be granted. Such leaves are without pay. The District will attempt to place the returning employee in the same or similar position from which the leave was taken. The District and employee will agree to conditions of return from other leave prior to such leave being granted.

Section 7.11 - Leave Sharing

- 7.11.1 Employees may donate sick leave or annual (vacation) leave to leave sharing for the benefit of any employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate her/his employment.
- 7.11.2 An employee who has accrued an annual (vacation) leave balance of more than ten (10) days is allowed to transfer annual (vacation) leave for leave sharing. The leave to be donated cannot result in an accrued annual balance of fewer than ten (10) days. The employee cannot donate leave that would be lost if it were not taken by a specific time.
- 7.11.3 An employee who does not accrue annual (vacation) leave, but who has an accrued sick leave balance of more than twenty-two (22) days, is allowed to transfer sick leave for leave sharing.

An employee cannot donate sick leave days that would result in her/his sick leave account going below twenty-two (22) days.
- 7.11.4 Employees shall not receive more leave than the number of contracted days remaining in the current school year. No employee shall receive a total of more than two hundred sixty-one (261) days of leave

during total state employment. A maximum of sixty (60) days each school year can be drawn by one (1) employee.

7.11.5 An employee may receive donated leave if:

- a. The staff member's absence and the use of shared leave are justified by documentation.
- b. The staff member has been found to be ineligible to receive industrial insurance benefits.
- c. All forms of paid leave available for use by the recipient must be used prior to using shared leave.

7.11.6 Forms will be available at each worksite for employees who wish to donate or receive leave.

Section 7.12 - The Family Medical Leave Act

Family and Medical Leave provisions as explained on the form "Information Regarding the Family and Medical Leave Act" shall apply. (See Appendix 5)

For Military Leave refer to Section 7.8.2 of this Agreement.

Section 7.13 – Domestic Violence Leave

Per the Revised Code of Washington (RCW) 49.76, Domestic Violence Leave law, employees may take leave for themselves or a family member who is a victim of domestic violence, sexual assault or stalking to take care of legal, law enforcement or health care needs. Those interested in obtaining confidential support regarding this leave should contact the Human Resources Office directly.

Section 7.14 – PFMLA

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. The District shall use the state insurance for PFML, administered by the Washington State Employment Security Department (ESD). Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD. Employees may elect to use other leaves concurrently with PFML. If paid leave is used concurrently with PFML, it will be considered a supplemental benefit. The District shall maintain employee benefits while employees are on approved PFML leave subject to the rules of SEBB. The employer shall pay the employer portion of the PFML premium and the employee shall pay the employee's portion.

Section 7.15 FMLA Leave Forms

District leave forms shall be consistent with the requirements of this Agreement and the forms are available on the Human Resources web page.

ARTICLE VIII – FISCAL

Section 8.1 - Salary, Salary Payment

- 8.1.1 The salary schedule is found in Appendix 4A for the 2021-22 school year. For the 2022-23 school year, the wage rates in Appendix 4B shall be increased by the inflationary adjustment as defined in RCW 28A.400.205, plus an additional 1%.
- 8.1.1.3 Student Nutrition employees shall receive one (1) additional workday to take place prior to the start of the work year.
- 8.1.2 An employee is eligible for an increment step on September 1st of the current school year if her/his hire date is prior to January 1st of the previous school year.
- 8.1.3 Payday shall be the last business day of each month.
- 8.1.4 All employees shall be paid on a twelve (12) month basis. Employees who terminate employment prior to May will receive final payment of all compensation due on their next regular payday after termination. Those terminating after May 1st may request to receive a final payment of all salary due on their next regular payday after termination or to have their final pay paid in monthly installments in May, June, July, and August. In this case, benefits will continue in effect in the same manner as before the termination notice.
- 8.1.5 Upon request of Human Resources, an employee will receive an explanation of how her/his pay is spread over the year, and how pay is calculated and reflected on each employee's paycheck.
- 8.1.6 Mechanics that work evening shifts shall receive an additional one dollar (\$1) an hour in differential pay.

Section 8.2 - Direct Deposit

- 8.2.1 Direct deposit advices will be mailed or sent through the District courier to employees.
- 8.2.2 Employees not under direct deposit must pick up their monthly paycheck at the District Payroll Office.
- 8.2.3 Employees not under direct deposit and not able to pick up their paycheck may make prior written authorization to the District Payroll Office to release their paycheck to a designee.
- 8.2.4 All new hires are required, as a condition of employment, to be under direct deposit.

Section 8.3 - Transportation Reimbursement

When authorized in advance by the employee's supervisor, mileage reimbursement for use of the employee's personal vehicle for District business will be at the Internal Revenue Service (IRS) rate. Mileage is not authorized when traveling to and from one part-time job to another within the District.

Section 8.4 - Sick Leave Cash-Out

- 8.4.1 Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day of monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days in February of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each February thereafter at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.
- 8.4.2 Sick Leave Cash-Out at Retirement or Death

At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accrued sick leave for illness or injury.

Section 8.5 – Benefits

All of the provisions of this section shall be interpreted consistent with the rules and regulations of SEBB and are intended to be a summary of the legal requirements and the agreements of the parties.

8.5.1 Employer Contribution:

The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements as defined by SEBB. For purposes of benefits provided under SEBB, school year shall mean September through August, and shall be referred to as the eligibility year. If the eligibility year is specifically redefined by the HCA, the parties agree to comply with that definition.

The District will provide benefits to employees through SEBB, to include but not be limited to:

- Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
- Basic Long-Term Disability
- Vision
- Dental including Orthodontia
- Medical Plan

Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance.

8.5.2 Eligibility:

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

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, there are not enough days remaining in the year to achieve 630 hours and the employee is anticipated to work at least six hundred thirty hours the next school year, that employee will be provided with benefits coverage.

All compensated hours in any position within the district shall count for purposes of establishing eligibility.

8.5.3 Benefit Enrollment and Continuity of Coverage:

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours in a school year.

8.5.4 Benefit Termination:

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Any exception shall be requested by the employee and confirmed by the District.

8.5.5 Employees are eligible to participate in the District's IRS Section 125 program.

Section 8.6 - Deductions/Automatic Payroll Deposits

8.6.1 Automatic payroll deductions and/or deposits are available to Financial institutions affiliated with the Northwest Automated Clearinghouse Association:

8.6.2 Employees shall provide the required information to the Payroll Office by the 10th of the month.

8.6.3 Employees wishing to make changes in deposits must notify the Payroll Office by the 10th of the month. Employees wishing to make changes in deductions must notify the Payroll Office by the 20th of the month.

Section 8.7 - Longevity Steps

After completion of fifteen (15) continuous years of employment within the bargaining unit, employees shall receive a longevity step that is an additional four percent (4%) of the last regular step of the applicable salary schedule. After twenty (20) continuous years of employment within the bargaining unit, employees shall receive a longevity step that is an additional eight percent (8%) of the last regular step of the applicable salary schedule. The E1 and E2 classifications will receive longevity steps of five percent (5%) after fifteen (15) years and ten percent (10%) after twenty (20) years.

Section 8.8 – Substitute Pay

8.9.1 Drivers' substitutes shall be paid at a rate equal to the first step on the Driver Salary Schedule.

8.9.2 Other substitutes in classified positions shall be paid as indicated in Appendix 4E.

8.9.3 Substituting in the Classroom: A bargaining unit member may request to be placed on the emergency teacher substitute list for the school in which she/he is employed. The following conditions are necessary in order to be a building emergency substitute:

- a) The employee has worked in the applicable school for over one (1) full calendar year.
- b) The employee has worked as a classroom paraeducator.
- c) The principal has certified the employee's ability to handle a classroom for short-term assignments. The classified employee will not be required to design lesson plans and will follow lesson plans provided.
- d) The employee has been approved and placed on the "building emergency substitute" list in Human Resources.
- e) No certificated substitutes, including certificated emergency substitutes, are available and the principal requests the assignment of the building emergency substitute on a day-to-day basis. No building emergency substitute may be assigned more than five (5) consecutive days without a daily review by the principal and a new request. No building emergency substitute may be assigned to a long-term assignment.
- f) In the event an employee is assigned as a substitute, she/he will receive her/his regular pay rate plus three dollars (\$3) per hour for the time spent substituting. The principal will be responsible for submitting the time on the approved timesheet.
- g) Work as an emergency substitute will not be part of a classified employee's evaluation.

ARTICLE IX – TRAINING/STAFF DEVELOPMENT

Section 9.1 – Training

- 9.1.1 The District and Association encourage District employees to obtain training from District providers whenever possible. The District shall compensate employees in the unit for attendance at required training courses including team meetings or other building groups to which the classified employee has been appointed by the principal and is required to attend. Compensation shall be paid at the employee's straight time hourly wage (or applicable overtime rate for any time over eight (8) hours per day or forty (40) hours per week), and shall include registration fees and the cost of required materials. Employees will be provided release time during the workday to complete required Vector training, or with supervisor approval, may complete the training outside of the regular workday and will be paid at the employee's regular rate of pay.
- 9.1.2 Bus Driver Training Classes will be provided by the District. Employees attending such training classes will be paid at her/his straight time hourly wage. Employees who have direct contact with students requiring special medical handling will be trained prior to assuming responsibility for the student's transportation.
- 9.1.3 In addition to employee's regular work calendars, the District will provide a District directed day of staff development scheduled on non-student time. Employees who attend the training shall be paid at their regular hourly rate. Secretaries will be notified of District annual secretarial training as soon as possible.
- 9.1.4 Paraeducators shall receive three (3) days of training time to be determined between the building or department administrator and the employees. Additionally, the paraeducator work year shall be reduced by the three (3) workdays of the day before school, state in-service and semester break with no loss of pay. These days and hours are for training purposes (e.g. staff meetings, professional development). Extra work hours shall be paid on a time sheet, not out of the three (3) training days, unless the employee agrees to extra hours being paid out of training pay.
- 9.1.4.1 The District will provide fourteen (14) hours of paid time and access to appropriate trainings each year to facilitate completion of the Fundamental Course of Study (FCS). Paraeducators who have completed the FCS shall be provided fourteen (14) hours of paid time each year to attain clock hours towards certifications as defined by OSPI.
- Training may be district provided or from another state approved clock hour provider. The district will support the use of Professional Growth Plans (PGP) as allowed by OSPI.
- When possible, training towards general, subject matter or advanced certifications beyond the fourteen (14) paid hours will be provided during the regular workday or year (ex. concurrent with certificated training or in-service days, early release conference days, etc.).
- In the event of a change in state funding or requirement for paraeducator certification the parties will bargain modifications to the CBA or to District practice that these changes may necessitate.
- 9.1.5 The District shall provide appropriate training to all employees who are designated responsible for giving medications to students. The District shall provide appropriate training to those responsible for performing serious medical procedures such as deep suctioning, prior to the employee assuming responsibility for the procedure. Catheters and feeding tube insertion will be done by employees trained to insert catheters and feeding tubes.
- 9.1.6 The Association staff development fund shall be seventy thousand dollars (\$70,000).
- 9.1.6.1 Classified employees who wish to enhance their work performance (by taking classes or attending a workshop or conference, for example) will provide their supervisor a copy of the

class/course/workshop/conference offering. Offerings must be applicable to the employee's job or assist in gaining skills for a promotion. The staff development fund may be used for skill upgrades relevant to the position in which she/he works or another District position that would constitute a promotion for the employee and for relevant technical or professional training through a professional/technical organization. Other acceptable uses of the fund would be for staff development and training on student management, core competencies, first aid, conflict resolution, teambuilding or communication skills. The fund shall not be accessed for travel, lodging or salary payments. It may be used to pay for college, university or technical college tuition aimed at satisfying the requirements of the paraeducator Special Education Core Competencies, provided use will be on a reimbursable basis with proof of a successful completion of each course. Individual courses at a college, university or technical college, up to three (3) per year, may be paid for by the fund, provided that only one (1) course will be approved during the first half (1/2) of the school year.

- 9.1.6.2 Supervisors will review an employee's staff development offering for approval and will provide the appropriate form to the employee. When approved, the form and supporting documentation will be forwarded to Human Resources.
- 9.1.6.3 The fund shall be managed on a first come, first served basis. If an individual has drawn the equivalent of a college course from the fund in the first half of the school year, she/he must wait until the next semester to again request funds.
- 9.1.6.4 Student Nutrition substitutes shall be trained in the duties consistent with the jobs they are assigned.
- 9.1.7 The District and the Association are dedicated to a goal of providing valuable training to employees for the benefit of the employee and the District. Employees who complete training will receive stipends. Maximum annual stipend amount is six hundred dollars (\$600) per year.
 - 9.1.7.1 Stipends are paid based on hours, clock hours or credits earned during the current school year. Employee will receive five dollars (\$5.00) per hour of class. One (1) quarter credit equals ten (10) hours of class, and one (1) semester credit equals fifteen (15) hours of class.
 - 9.1.7.2 Process: Submit the "ESPCP Stipend" form (Appendix 6) with verification of completion of the hours. Forms of verification may include, but are not limited to, certificates of completion, Washington State clock hour forms, and transcripts. Other forms of verification may be acceptable. Contact Human Resources if verification is not readily available. Payment will be made the month following receipt of coursework documentation. Training completed during a fiscal year (between September 1st and August 31st) must be turned in by August 31st to kick start the annual stipend for the following fiscal year. Employees will have until September 30th of the year to turn in the "ESPCP Stipend" form from the prior school year. The employee will be paid for the training and the annual stipend will then start the next fiscal year.
 - 9.1.7.3 Example: Coursework completed August 15, 2022. Paperwork turned in by August 31st, paid in that year and annual stipend begins August 31, 2022. If paperwork is turned in between September 1 and 30, 2021, hours will be paid in the following month (October 2021). The annual stipend payment will begin August 31, 2022. Paperwork from the prior school year turned in October 1 and beyond for any course completed during the 2020-2021 school year will not be accepted for any payment.
 - 9.1.7.4 Once an employee earns a stipend, that stipend will continue on an annual basis, to be paid in August of each year, based on the amount earned during the prior school year. The amount will continue to grow as the employee continues to earn hours, up to six hundred dollars (\$600) per year. If an employee has worked the full school year and chooses to resign, they will receive their stipend in August.
 - 9.1.7.5 Training must occur outside the workday/work year and not be required for the job. All online and classroom-based training must be completed through one or more of the following options:

- a) Accredited institution of higher learning
- b) Accredited technical or community college where appropriate
- c) Industry recognized training organization
- d) OSPI approved clock hour provider

Section 9.2 – Mandatory Training

- 9.2.1 Training as a condition of employment or training required by an employee's job classification shall be required for all paraeducators in first aid, CPI, autism, Right Response, etc.
- 9.2.2 Training will be provided for staff in the areas of student supervision (for example: lunchroom, playground, bus area).

ARTICLE X – CLASSIFICATION

Section 10.1 - Class Specifications

- 10.1.1 Descriptions of all classifications in this bargaining unit shall be maintained in the Human Resources Office. The employee shall be given the current class specifications when first assigned to a position and may request copies as needed. The District has the right to modify class specifications at any time to ensure that the duties and required knowledge, skills, and abilities are current and relevant. The District will provide the Association with a copy of any changed class specification.
- 10.1.2 Within thirty (30) days of beginning work in a new position, the employee and her/his immediate supervisor shall meet and review the District's approved class specification and specific job duties for the position, along with the District's evaluation criteria.
- 10.1.3 All job duties shall be consistent with the classification described above.

Section 10.2 – Job Appeal

- 10.2.1 The Job Appeal Committee comprised of three (3) members selected by the Association and three (3) members selected by the District, shall be authorized to review appeals, recommend updates to job descriptions if there is a significant change in job requirements for a position, and make recommendations for placement of new job classifications on the Salary Schedule (Appendix 4A-4C). The committee members will be retrained in October of each year.
- 10.2.2 Job appeal requests may be brought forward by the District, the Association, or individual employee(s) for positions where there has been a significant change in the level of responsibility. Employees may request a job appeal no more than once every two (2) years.
- 10.2.3 Placement of new jobs will initially be made by the District. Recommendations for final placement will be made by the committee. Any changes to pay will be made retroactively to the first day the job began.
- 10.2.4 Prior to implementing the recommendations, the Superintendent and/or designee and the Association President shall meet to discuss the findings and sign the committee recommendations.

APPENDIX 1 – Grievance Form

Grievance Report Form
Clover Park School District

Date Filed _____

Building

Assignment

Name of Grievant

STEP ____ (Indicate 1, 2, 3, or 4)

A. Date Grievance Occurred _____

B. 1. Statement of Grievance (**Please be specific about the action or inaction giving rise to this grievance – where, who, what and when**). Where possible cite contract Article and Section violated.

2. Relief Sought: _____

Signature of Grievant

Date

Signature of Association Representative

Date


C. Disposition of Supervisor/Principal: _____

Signature of Principal/Supervisor

Date

If more space is needed in reporting, attach an additional sheet.
Provide copies to grievant, Association Representative, and Human Resources.

APPENDIX 2 – Evaluation

	CLASSIFIED Employee Standards for Evaluation	Page 1 of 4
Choose one:		
<input type="checkbox"/> COMPREHENSIVE		
<input type="checkbox"/> FOCUSED		
Name:	<input type="text"/>	Location: <input type="text"/>
Assignment:	<input type="text"/>	School Year: <input type="text"/>
Date:	<input type="text"/>	<input type="checkbox"/> 90 Day <input type="checkbox"/> Annual
COMPREHENSIVE - Employee is evaluated in all criterion areas. This evaluation is used when an employee is new to a job classification, or overall rating is not "Proficient" or "Distinguished."		
FOCUSED - Any employee who has received an overall rating of "Proficient" or "Distinguished" on his/her Comprehensive evaluation may opt to receive a focused evaluation.		
On a Focused evaluation, an employee chooses one area of focus and the evaluator chooses one area of focus. The employee will be evaluated on two criterion.		
For Focused, TWO of the following criterion boxes should be checked:		
<input type="checkbox"/> 1 - Initiative	<input type="checkbox"/> 2 - Adaptability	<input type="checkbox"/> 3 - Job Performance & Skills
<input type="checkbox"/> 4 - Communication w/Students, Staff, Community	<input type="checkbox"/> 5 - Teamwork	<input type="checkbox"/> 6 - Professionalism
<input type="checkbox"/> 7 - Professional Growth		
RATING DEFINITIONS		
In order to ensure the consistent application of ratings across the District, the following definitions are provided to guide the supervisor in determining the appropriate rating for each of the seven (7) evaluative criteria for classified employees.		
DISTINGUISHED - Indicates strong performance has consistently been observed in the category. The rating of "Distinguished" indicates excellent performance that is consistently of very high quality. Quality of work regularly contributes to organizational goals, well surpassing skills expected for a well trained and experienced individual in the position.		
PROFICIENT - Indicates effective performance has been observed in this category. The rating of "Proficient" indicates successful completion of essential job requirements. Results show satisfactory work in the performance of the job functions. Work results contribute to organizational goals.		
BASIC - Indicates the performance in this category has been observed as being inconsistent. The rating of "Basic" indicates the cumulative performance in the criteria where the employee is inconsistent in demonstrating the ability to effectively perform job functions. The primary work objectives show partial attainment. The need for performance improvement is indicated. The work of the employee is inconsistent in contributing to organizational goals.		
UNSATISFACTORY - Indicates unacceptable and unsatisfactory performance has been observed in this category. The rating of "Unsatisfactory" indicates the cumulative performance in the criteria area is at an unacceptable level. Work results show deficiencies which interfere with the attainment of the primary objectives and the completion of job functions.		
NOTE		
Areas of work needing improvement may be discussed with the employee at any time during the year that they are noted. If deficiencies continue, notice of specific areas needing improvement will be provided in writing and timelines for improvement.		
Completion of the Comments/Evidence box below the respective criteria will include examples/evidence that support the rating.		

APPENDIX 2 - Evaluation Continued

CLASSIFIED Employee Standards for Evaluation

CRITERIA 1 - Initiative - Ability to work independently.

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Seldom meets job responsibilities without continuous supervision.	Sometimes is able to work independently, but needs frequent monitoring.	Performs all duties with minimal supervision. Often anticipates what needs to be done and completes the task.	Independent worker. Strives for or seeks new and better ways to perform duties.

CRITERIA 1 - Comments/Evidence:

CRITERIA 2 - Adaptability - Ability to change and adapt to varying conditions.

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Refuses to adapt to changes in work routines or assignments.	Sometimes has difficulty making adjustments to work routine or assignments.	Consistently able to make adjustments to work routines or assignments. Accepts change.	Adapts positively to and functions well in changes in work routines or assignments. Flexible, and functions effectively in a variety of situations.

CRITERIA 2 - Comments/Evidence:

CRITERIA 3 - Job Performance & Skills - Executes skills necessary for the position.

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Work is performed at an unacceptable level. Frequent or substantial errors. Lacks basic skills to perform job.	Work is performed at inconsistent levels. Errors are evident. Displays most skills required for tasks.	Work is performed at a satisfactory level and on time. Displays necessary skills for required tasks.	High quality work is performed in a timely and consistent manner. Finds ways to make the job more efficient and functional.

CRITERIA 3 - Comments/Evidence:

CRITERIA 4 - Communication with Students, Staff, Community - Ability to exchange verbal and written info effectively.

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Inadequate communication skills seriously affects job function.	Lack of adequate communication skills affects job function.	Carries out and conveys written and verbal information with skill and accuracy. Cooperative and helpful.	Provides excellent communication which enhances service to others. Takes initiative and anticipates communication needs.

CRITERIA 4 - Comments/Evidence:

CRITERIA 5 - Teamwork - Ability to work well with others.

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Avoids participation with team. Sabotages team decisions. Frequently causes friction with others.	Passive team participant. Inconsistently supports team decisions. Occasionally causes friction with others.	Contributes and participates as a positive team member.	Actively promotes team performance and demonstrates leadership.

APPENDIX 2 - Evaluation Continued

CLASSIFIED Employee Standards for Evaluation

CRITERIA 5 - Comments/Evidence:

CRITERIA 6 - Professionalism - Behavior, confidentiality, punctuality and attendance, professional appearance.

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Professional attitude, behavior, and demeanor are consistently negative. Inappropriately shares confidential information. Frequently late and unreliable. Professional appearance is inappropriate for the workplace and job function.	Professional attitude, behavior, and demeanor are sometimes negative. Occasionally errors in sharing confidential information. Not always on time; not always reliable. Sometimes needs reminders about appropriate professional appearance.	Demonstrates professional behavior and demeanor. Deals appropriately with confidential information. Is on time for work and appointments; reliable. Professional appearance is appropriate for the workplace and job function.	Professional behavior and demeanor positively influence the workplace. Deals appropriately with confidential information. Is on time for work and appointments; reliable. Professional appearance is appropriate for the workplace and job function.

CRITERIA 6 - Comments/Evidence:

CRITERIA 7 - Professional Growth - Continual improvement in job skills and knowledge.

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Fails to keep current on new developments/requirements in area of job responsibility. Resists feedback.	Inconsistent with keeping current on new developments/requirements in area of job responsibility. Reluctantly accepts feedback.	Strives for improvement on a regular basis. Is committed to overall job performance. Accepts feedback.	Seeks feedback and uses input for own growth. Shares new learning with others. Overall job performance is enhanced through continual growth. Is self reflective.

CRITERIA 7 - Comments/Evidence:

OVERALL EVALUATION RATING & SUMMARY

Evaluator Instructions: Review your ratings for each of the criteria. Two or more ratings of "Unsatisfactory" in the criteria categories results in an Unsatisfactory overall rating, and must be reviewed with Human Resources prior to the employee evaluation meeting. Otherwise, whichever rating was predominantly used should be reflected as the overall rating. **Preponderance of evidence will be used to determine overall score.**





OVERALL RATING: Unsatisfactory Basic Proficient Distinguished

Goals to consider for the next evaluation period:

Administrator Overall Comments:

Employee Comments:

APPENDIX 2 - Evaluation Continued

Name: _____	Clover Park School District	Page 4 of 4
CLASSIFIED Employee Standards for Evaluation		
<hr/>		
The signature below does not imply agreement, only that the evaluation discussion took place and I was advised of my performance.		
		
Employee Signature	Date of Signature	
		
Evaluator Signature	Date of Signature	
<hr/>		
Recommended evaluation for the next school year (Comprehensive or Focused):		
<input type="checkbox"/> Comprehensive		
<input type="checkbox"/> FOCUSED - TWO of the following criterion boxes should be checked:		
<input type="checkbox"/> 1 - Initiative	<input type="checkbox"/> 5 - Teamwork	
<input type="checkbox"/> 2 - Adaptability	<input type="checkbox"/> 6 - Professionalism	
<input type="checkbox"/> 3 - Job Performance & Skills	<input type="checkbox"/> 7 - Professional Growth	
<input type="checkbox"/> 4 - Communication w/Students, Staff, Community		

APPENDIX 3A – Salary Schedule 2021-2022



ESPCP Salary Schedule
2021-22

ESPCP 21-22

Paraeducators		Step 1	Step 2	Step 3	Step 4	15 Year	20 Year
E1	Bus Para, Classroom/Lunchroom/Playground, English Learner, ISS, Library, Resource, Tchr Asst ECEAP & HS	21.27	22.02	22.80	23.61	24.79	25.97
E2	Autism Support Specialist, Family Involvement Coord, SPED-Self Contained	22.82	23.68	24.59	25.55	26.82	28.10

Health Room Clerk		Step 1	Step 2	Step 3	Step 4	15 Year	20 Year
HC	Health Room Clerk	22.02	22.77	23.55	24.36	25.58	26.80

Campus Supervisors		Step 1	Step 2	Step 3	Step 4	15 Year	20 Year
CS	Campus Supervisor	24.41	25.34	26.29	27.33	28.70	30.06

Bus Drivers		Step 1	Step 2	Step 3	Step 4	15 Year	20 Year
B	Bus Driver	25.72	26.64	27.56	28.55	29.69	30.83

Mechanics		Step 1	Step 2	Step 3	15 Year	20 Year
TA	Light Duty Mechanic	22.14	22.66	23.19	24.12	25.04
TB	Bus Mechanic	32.31	33.03	33.75	35.10	36.45

Student Nutrition Workers		Step 1	Step 2	15 Year	20 Year
DA	Dishwasher, Food Service Helper	19.40	20.53	21.35	22.17
DB	Cook, Elementary Server	19.93	21.04	21.88	22.73
DC	A la Carte Server, Cashier, Secondary Server	21.86	23.00	23.92	24.84
DD	Lead 1	22.42	23.56	24.51	25.45
DE	Lead 2	22.96	24.10	25.07	26.03
DF	Lead 3, Float Lead	23.53	24.67	25.66	26.64

Office Support		Step 1	Step 2	Step 3	Step 4	15 Year	20 Year
S1	Clerk, Office Assistant	21.20	22.87	24.35	26.52	27.58	28.64
S2	Clerk-Attendance, Clerk-Technical Assistant, Receptionist SSC	22.50	24.04	25.68	27.60	28.70	29.81
S3	Clerk-Guidance, Clerk-Instructional Materials, Clerk-Secondary, Clerk-Transportation, Secretary-Receptionist, Secretary-Assistant (Secondary)	24.18	25.79	27.56	29.62	30.80	31.99
S4	Secretary-ASB, Secretary-Director's, Secretary-Guidance, Secretary-Head, Secretary/Bookkeeper	26.41	27.75	29.57	31.67	32.94	34.20

Technical Support		Step 1	Step 2	Step 3	15 Year	20 Year
PT1	Accounts Payable Technician	25.12	26.38	28.35	29.48	30.62
PT2	Commissary Cook, Copy Center Operator	27.42	29.33	30.23	31.44	32.65



**ESPCP Salary Schedule
2021-22**

PT3	Accountant I, Assessment Technician, College/Career Specialist, Comp Prog Tech, Inventory Tech, IT Tech 2, Payroll Specialist, Purchasing Assistant, Student Svcs Support Specialist, Substitute Coordinator	28.46	29.83	31.36	32.61	33.87
PT4	Autism/Behavior Specialist, Brailist, Family Support Specialist, Graphic Design Specialist, Interpreter for the Deaf, LPN, SLPA, Technical Audio Visual	29.87	30.71	32.67	33.97	35.28
PT5	Accountant II, Buyer, Instructor ECEAP & HS, IT Tech Support 3	35.73	37.54	38.34	39.87	41.40

APPENDIX 3B – Salary Schedule 2022-23

Currently awaiting legislative action

APPENDIX 3C – Salary Levels/Titles

ESPCP Salary Levels/Titles

DA	DB	DC	DD	DE	DF
Helper Dishwasher	Elementary Server Cook	A la Carte Server Secondary Server Cashier	Lead 1	Lead 2	Lead 3 Float Lead
PT1	PT2	PT3	PT4	PT5	
Accts Payable Tech	Commissary Cook Copy Center Operator	Assessment Technician College/Career Spclst Compensatory Prog Tech Accountant I Inventory Technician Payroll Specialist Purchasing Assistant Student Svcs Support Spclst Substitute Coordinator Tech Support 2	Braillist Autism/Bhvr Inter Spclst Family Support Spclst Graphic Design Spclst Interpreter for the Deaf LPN SLPA Technical Audio Visual	Accountant II Buyer Instructor ECEAP Instructor Head Start Tech Support 3	
S1	S2	S3	S4		
Clerk Secretary-Asst	Clerk-Attendance Receptionist (SSC) Clerk-Technical Asst	Secretary-Asst (Secondary) Clerk-Guidance Clerk-Instructional Matls Clerk-Secondary Clerk-Transportation Secretary-Receptionist	Secretary-ASB Secretary-Director's Secretary-Guidance Secretary-Head Secretary/Bookkeeper: District Operations Student Nutrition		
E1	E2		CS		
Para-Campus Supv Para-Classroom Para-Crossing Guard Para-CTE Culinary Para-EL Para-ISS Para-Library Para-Lunchroom Para-Playground Para-Preschool Para-SPED Bus Para-SPED Resource Para-Tchr Asst ECEAP Para-Tchr Asst HS	Autism Support Specialist Early Interventionist Family Involvement Coord Para-SPED Funcitonal Acad Para-SPED Funcitonal Trans Para-SPED Life Skills Para-SPED 1:1 Para-SPED Preschool Para-SPED Self-Contained Para-SPED Success (EBD)		Campus Supervisor		

APPENDIX 3E – Substitute Rates

APPENDIX 4E – Substitute Rates

Classified Substitute Salaries

Student Nutrition	<u>90% of Step 1 of DB Rate</u>
Paraeducator/Clerical	<u>90% of Step 1 of E1 Rate</u>
Retired Paraeducator/Clerical	<u>100% of Step 1 of E1 Rate</u>
LPN	<u>100% of Step 1 of PT4 Rate</u>
Bus Driver	<u>100% of Step 1 of B Rate</u>

APPENDIX 4 – Information Regarding the Family Medical Leave Act

The Family Medical Leave Act of 1993 became effective August 5, 1993 and makes available to eligible employees up to twelve weeks of unpaid leave per year under particular circumstances that are critical to the life of a family.

WHICH EMPLOYEES CAN TAKE FAMILY LEAVE?

Any employee who earns sick leave is eligible for family leave. In addition, there is a service requirement which includes at least 1250 hours over the previous 12-month period.

WHICH EVENTS ENTITLE AN EMPLOYEE TO LEAVE?

Eligible employees are entitled to family leave in three situations:

The employee's serious health condition:

"Serious" is defined as conditions that require inpatient care or continuing treatment by a healthcare provider. Family leave is not intended to cover minor illnesses or medical procedures that are normally of a few days' duration. When medically necessary, the employee may take the leave intermittently or on a reduced leave schedule.

The birth of a child, or placement of a child for adoption or foster care:

Entitlement to family leave expires 12 months after the birth or placement.

Caring for the employee's sick child, spouse or parent:

The definitions of these family members are meant to include most people for whom the employee has the responsibility of day-to-day care. When medically necessary, the employee may take the leave intermittently or on a reduced leave schedule.

The definitions include:

- Biological, adopted and foster children under 18
- Anybody under 18 who is treated as the employee's child, which might include the child of a spouse or domestic partner or a grandchild who lives with the employee
- Disabled children of any age
- Anybody who treated the employee as a son or daughter when the employee was under 18
- Common-law husbands and wives
- Parents-in-law
- Children over 18 who are not disabled

If a husband and wife both work for the District, they can have only 12 weeks of leave for birth, placement or caring for a sick parent, which they can split between them. However, both are entitled to the full 12 weeks for their own illness, or caring for a sick child or spouse. Situations that are not included in the above definitions will be handled on a case-by-case basis.

HOW MUCH FAMILY LEAVE CAN BE TAKEN?

The maximum 12 work weeks of family leave can be taken continuously, or, under certain circumstances, on a reduced leave schedule such as two days a week or intermittently. It cannot be carried over from year to year. The actual leave entitlement depends on the employee's regular work schedule. For instance, full-time employees who work 5 days a week are entitled to 60 days of leave every year; employees who regularly work 3-day weeks are entitled to 36 days. Other part-time employees would be prorated accordingly. After meeting the service requirement, the employee is entitled to FMLA leave on a "rolling" basis. That is, each time an employee

takes an FMLA leave, the remaining leave entitlement would be any balance of twelve weeks which has not been used during the preceding 12 months.

USE OF AVAILABLE LEAVE TIME:

The employee may elect to use accrued sick and/or other paid leave while on FMLA. When requesting family and medical leave, the employee shall notify the District of her/his intentions regarding use of paid and/or unpaid leave.

HOW IS LEAVE REQUESTED?

If possible, employees must provide 30 days' advance notice of family leave. For instance, an anticipated date of birth or adoption, or a medical treatment that is planned in advance. If 30 days' notice is not possible, they should give as much advance notice as they can. The District may require medical certification. Use the attached application form to officially request leave.

HEALTH BENEFITS:

The District will provide for the duration of the leave the same health care coverage under the same conditions as during active employment. Should the employee not return to work after the leave, except because of their own or a relative's serious health condition or another circumstance beyond their control, the District may recover its share of the premiums paid during the leave period.

WHEN EMPLOYEE RETURNS FROM LEAVE:

If the leave does not exceed the maximum available under Family and Medical Leave, the employee is guaranteed return to the same position with the same benefits, pay, and other terms or employment. Written notice should be sent to the Human Resources Office at least two weeks before the employee is scheduled to return.

SPECIAL RULES FOR TEACHERS AND PARAEDUCATORS:

To minimize disruptions in the classroom, the law has special rules for teachers and other instructional employees such as paraeducators in public schools.

Teachers and paraeducators may not be able to take intermittent or reduced-scheduled leave for planned medical treatment that may take them out of the classroom for more than 20% of the time. In such cases, the employee may be required to take continuous leave for the entire treatment period depending on the nature of the medical condition and classroom needs.

Teachers and paraeducators also may not be able to return from leave near the end of the school term. Depending on the timing and the reason for the leave, the District can require the employee to extend their leave and return at the beginning of the next term, rather than in the closing days of the current term.

APPENDIX 6 – Seven Tests of Just Cause¹

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.

Notice: “Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”

Reasonable Rule or Order: “Was the District’s rules or managerial order reasonably related to a/ the orderly, efficient, and safe operation of the District’s business and b/ the performance that the District might properly expect of the employee?”

Investigation: “Did the District, 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?”

Fair Investigation: “Was the District’s investigation conducted fairly and objectively?”

Proof: “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”

Equal Treatment: “Has the District applied its rules, orders, and penalties even-handedly and without discrimination to all employees?”

Penalty: “Was the degree of discipline administered by the District in a particular case reasonably related to the following:

- a/ the seriousness of the employee’s proven offense, and
- b/ the record of the employee in his service with the District?”

¹ The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

APPENDIX 7 – MOU Regarding Paraeducator Workday

MOU regarding Paraeducator Workday

The parties acknowledge paraeducator schedules shall include enough time to complete the essential functions of the position as outlined in the paraeducator job description. E1 paraeducators with at least a 5-hour day will have their work-day increased by 30 minutes a day, to a maximum of 6.5 hours. E2 paraeducators will have their schedules increased in the same manner, except that increased time will not exceed 6.75 hours per day. Employees with more than one job classification will not have their total time increased beyond 6.5 hours for E1 or 6.75 hours for E2. Paraeducators who have a 5-hour or less day will have their schedule adjusted to ensure that there is enough time to complete the essential functions of the job description.

These minimum position lengths will be maintained through the duration of the CBA.

Paraeducators without the above assignments may be assigned daily hours in the manner that meets the needs of the educational and operational needs of the District.



Irene Oda
ESPCP President

10/28/21
Date



Lori McStay
Executive Director for Human Resources

10/28/21
Date