



COLLECTIVE BARGAINING AGREEMENT BETWEEN

Wenatchee School District No. 246

&

Wenatchee School  
Business Association

September 1, 2017 through August 31, 2020

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1 AGREEMENT

2 between

3 WENATCHEE SCHOOL DISTRICT NO. 246

4 and

5 WENATCHEE SCHOOL BUSINESS ASSOCIATION

6 WHEREAS, the parties have negotiated with respect to wages, hours, and working  
7 conditions, and the establishment of grievance procedures, which pertain to employees  
8 represented by WSBA; and

9 WHEREAS, the parties hereto desire to enter into a written agreement with respect to  
10 matters negotiated;

11 NOW, THEREFORE, in consideration of the mutual covenant and promises hereinafter  
12 set forth, it is agreed as follows:

13 **ARTICLE I - BARGAINING UNIT RECOGNITION**

14 The District recognizes WSBA as the sole and exclusive bargaining agent for employees  
15 classified as Accounting Clerk and Assistant Accountant. This recognition is for the  
16 purpose of negotiating salaries, wages, hours and other conditions of employment.

17 **ARTICLE II - MANAGEMENT RIGHTS**

18 Neither this Agreement nor the act of negotiating shall be construed to be a delegation to  
19 others of the policy-making authority of the Board which authority the Board specifically  
20 reserves unto itself. The management of the District and the direction of the work force  
21 are vested exclusively in the Employer subject to the terms of this Agreement. All matters  
22 not specifically and expressly covered or treated by the languages of this Agreement may  
23 be administered by the District in accordance with such policy or procedure as the District  
24 from time to time may determine. Management officials retain the right and obligation to  
25 determine the method, number and kinds of personnel by which operations undertaken by  
26 employees in the unit are to be conducted. Management prerogatives shall not be deemed  
27 to exclude other management rights not herein specifically enumerated.

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1 ARTICLE III - WORK RULES

2 Section 3.1 Workweek

3 The workweek shall consist of five consecutive eight (8) hour days exclusive of designated  
4 lunch periods. Employees must have their immediate supervisor's approval prior to  
5 working beyond their normal hours.

6 Section 3.2 Rest Period

7 All employees' work schedules shall provide for a fifteen-minute rest period during each  
8 one-half shift as long as the one-half shift is three and one half (3.5) hours or more. The  
9 rest period shall be scheduled at the middle of each one-half shift whenever it is feasible.

10 Section 3.3 Overtime and Compensatory Time

11 Staff members are entitled to one and one-half (1½) times the regular rate of pay for all  
12 hours worked in excess of forty (40) hours per week. Staff members shall not perform any  
13 work during lunch periods or before or after work hours without prior approval of the  
14 immediate supervisor.

15 Employees who work over forty (40) hours in a week may request comp time off in lieu of  
16 overtime pay. Comp time off in lieu of overtime may be authorized as follows:

- 17 a. Comp time shall be computed at the rate of one and one-half (1½) hours for  
18 each hour worked.
- 19 b. Comp time may be accumulated to a maximum of fifteen (15) hours.
- 20 c. Comp time must be used by the end of the pay period in which it is earned or  
21 thirty (30) days, whichever is longer.
- 22 d. The District will not require an employee to take comp time if the employee  
23 elects to be paid overtime.

24 The District may elect to pay overtime rather than provide comp time off.

25 Section 3.5 Staff Development

26 The District will reimburse employees for one-half (½) the tuition cost of an accredited  
27 college course that directly applies to the employee's current job description. The District  
28 and/or employee may recommend a course in which the employee should enroll.  
29 Reimbursement will depend on prior approval from the Chief Financial Officer and  
30 Director of Human Resources or Executive Director of Human Resources. Payment for

1 one-half (½) of tuition cost will occur when the employee completes the district procedure  
2 for Classified Tuition Reimbursement, ISO Process HRO-P005 to receive reimbursement.

3 **ARTICLE IV - WAGES AND HEALTH BENEFITS**

4 **Section 4.1 Salaries**

5 Salaries contained in Schedule A shall be for the entire term of this agreement subject to  
6 the terms and conditions of Article XIII, Section 13.1.

7 **Section 4.2 Salary Adjustments**

- 8 • Salary shall be increased no less than the state flow through each year of this  
9 agreement.
- 10 • If allowed by the State, salary schedule shall be increased 1.5% plus state flow  
11 through for 2018-19.
- 12 • Salary schedule shall be increased 1.5% plus state flow through for 2019-2020.

13 **Section 4.3 New Job Classifications**

14 When any job within the bargaining group encompassed by this contract and not listed on  
15 the wage schedule attached hereto is established, the District may designate a job  
16 classification and rate structure for said job. In the event WSBA does not agree that the  
17 classification and rate are proper, WSBA shall have the right to submit the issue for  
18 negotiation at the next official negotiations session established by this contract.

19 **Section 4.4 Professional Standards Certificate**

20 Annual stipends will be paid to employees who hold a Bachelor's degree or Associate Arts  
21 degree based on the employee's yearly contracted hours as follows:

22 Associate Arts Degree	.65 per hour
23 Bachelors Degree	.75 per hour

24 **Section 4.5 Retirement Notification**

25 Retiring employees that notify the District in writing six (6) months prior to their retirement  
26 date shall receive a dollar (\$1) per hour stipend for their final six (6) months. This stipend  
27 is to recognize the additional responsibilities associated with training existing and/or new  
28 employees.





- 1 (4) Friday after Thanksgiving (11) Memorial Day
- 2 (5) Christmas Eve (12) Last Day of Spring Vacation
- 3 (6) Christmas Day (13) Day before or after July 4
- 4 (7) New Year's Eve (14) Independence Day

**ARTICLE VI- VACATIONS**

**Section 6.1 Vacation Accrual**

Vacation time shall be earned in the amount of one (1) day per month for each full time employee for the first three years. After completion of the third year the following table shall apply (Bonus days shall be computed effective on anniversary date of hire):

<u>After completion of:</u>	<u>Add:</u>	<u>Total:</u>
3rd year	1 Bonus Day	13 days
4th year	2 Bonus Days	14 days
5th year	3 Bonus Days	15 days
6th year	4 Bonus Days	16 days
7th year	5 Bonus Days	17 days
8th year	6 Bonus Days	18 days
9th year	7 Bonus Days	19 days
10th year	8 Bonus Days	20 days

Full time employees are defined as those working a 40-hour week on a 12-month contract. Those working less than a 40-hour week on a 12-month contract shall receive annual vacation in the amount prorated based on the fraction of the 40-hour week worked.

**Section 6.2 Vacation Schedules**

Employees will submit vacation requests at least three (3) weeks in advance of the requested vacation date, if the vacation requested is one (1) week or more. Vacation schedules will be arranged with the District to not disrupt the normal operation of the District, as determined by the District, and the request must have prior approval of the supervisor. The District shall attempt to accommodate the employee whenever possible.

**Section 6.3 Vacation Accumulation**

Employees may accumulate a maximum of fifteen (15) days vacation, which may be added to vacation benefits, accrued for the following year.



1           **Section 6.4   Holiday Conflict**

2           Holidays that occur during the time in which a vacation is being taken by an employee,  
3           will not be counted as a vacation day for that employee.

4           **Section 6.5   Work Year Over 260 Days**

5           Employees will receive an additional floating holiday for every day the contract year  
6           exceeds 260 workdays. This floating holiday will be taken at the discretion of the district,  
7           and must be used in the current contract year and cannot be carried forward to the next  
8           year. Anyone hired after March 1 of a given year is not eligible for the floating holiday in  
9           that contract year.

10          **Section 6.6   Separation Pay**

11          Any employee who is laid off, discharged, retired or separated from the service of the  
12          employer, prior to taking their vacation, shall be paid on the basis of the employee's regular  
13          rate of pay for the unused vacation the employee has accumulated at the time of separation.

14          **Section 6.7   Annual Leave Sharing**

- 15          1. **Right to Donate:** Employees may donate annual leave to come to the aid of another  
16             WSBA or COASA employee who is suffering from an extraordinary or severe illness,  
17             injury, impairment or physical or mental condition which causes or is likely to cause  
18             the employee to take leave without pay or terminate his or her employment.
- 19          2. **Minimum Accumulation:** An employee who has an accrued annual leave balance of  
20             more than ten (10) days may donate such leave.
- 21          3. **Maximum Donation:** Employees are allowed to grant up to six (6) days during any  
22             twelve-month period.
- 23          4. **Limits:** Employees cannot donate annual leave days that would result in their annual  
24             leave account going below ten (10) days.
- 25          5. **Status of Leave Employees:** While an employee is on leave under this section, he or  
26             she shall be classified as an employee and shall receive the same treatment in respect  
27             to salary, wages, and employee benefits as the employee would normally receive.  
28             Donated time will be credited to the employee's sick leave account in accordance with  
29             state statutes, rules and regulations.

1 **ARTICLE VII - SICK AND EMERGENCY LEAVE**

2 **Section 7.1 Sick Leave**

3 Annual leave with compensation for illness, injury and emergencies shall accrue at a rate  
4 not to exceed one (1) prorated day per each calendar month worked. Such leave shall  
5 accrue to the employee on a monthly basis. Leave provided in this section shall accumulate  
6 to the number of days in the employee's work year. Five (5) days per contract year may be  
7 granted for emergency leave. After expiration of five (5) days emergency leave, additional  
8 leave may be granted on approval of the Superintendent or designee. Emergency leave  
9 shall be used for:

- 10 1. Serious illness in the immediate family. The immediate family is defined as spouse,  
11 parent, mother-in-law, father-in-law, brother, sister, child, grandparent, grandchild, or  
12 legal dependent.
- 13 2. Serious illness of a person not in the immediate family if approved by the  
14 Superintendent or designee.
- 15 3. Circumstances beyond the control of the employee such as fire, flood, accident, etc., if  
16 approved by the Superintendent or designee.
- 17 4. The District shall allow an employee to use the employee's accrued sick leave to care  
18 for a child of the employee under the age of eighteen with a health condition that  
19 requires treatment or supervision.

20 **Section 7.2 Physician Verification**

21 A written statement from a physician shall verify illness in excess of three (3) consecutive  
22 workdays. The physician's statement must be attached to the absence report submitted each  
23 month to the District's central administration office by supervisors. Physician's verification  
24 of illness may, at the District's discretion, be requested from time to time for absences of  
25 less than three (3) days.

26 **Section 7.3 Sick Leave Cash Out**

27 In January of the year following any year in which a minimum of sixty (60) days of leave  
28 for illness or injury is accrued, and each January thereafter, any eligible employee may  
29 exercise an option to receive remuneration for unused leave for illness or injury  
30 accumulated in the previous year at a rate equal to one day's monetary compensation of the



1 employee for each four (4) full days of accrued leave for illness or injury in excess of sixty  
2 days. Leave for illness or injury for which compensation has been received shall be  
3 deducted from accrued leave for illness or injury at the rate of four (4) days for every one-  
4 day's monetary compensation.

5 Additionally, at the time of separation from school district employment an eligible  
6 employee or the eligible employee's estate shall receive remuneration at a rate equal to one  
7 day's current monetary compensation of the employee for each four (4) days accrued leave  
8 for illness or injury. Days in excess of 180 will not be allowed for cash-out purposes.

9 For the purposes of this section, retirement shall be defined as when an employee is eligible  
10 to receive benefits under the Public Employees Retirement System (PERS) or School  
11 Employees Retirement System (SERS).

12 An eligible employee is defined as:

- 13 1. An employee who separates from employment due to retirement or death; or
- 14 2. An employee who separates from employment who is at least fifty-five (55) years  
15 old and has a minimum of ten (10) years service in SERS III; or
- 16 3. An employee who separates from employment who is at least fifty-five (55) years  
17 old and has a minimum of fifteen (15) years of service in SERS II.

## 18 ARTICLE VIII- UNPAID LEAVES

### 19 Section 8.1 Family & Disability Leave

20 Family leave and disability leave (including maternity leave) shall be granted in accordance  
21 with Federal and State statutes. If an employee qualifies for the Family Medical Leave Act  
22 (FMLA), and is entitled to (FMLA) they shall be required to exhaust all paid leave during  
23 the designated leave.

## 24 ARTICLE IX- OTHER PAID LEAVES

### 25 Section 9.1 Jury Duty

26 An employee shall be granted a paid leave of absence with any time they are required to  
27 report for jury duty or jury service. Employees shall be paid the difference between any  
28 jury duty compensation they receive and their regular wages for each day of jury service.



1           **Section 9.2    Subpoena**

2           Appearance before a court, legislative committee or quasi-judicial body as a witness in  
3           response to a subpoena or other legal directive should be approved as authorized leave with  
4           pay. However, the school salary shall be reduced by the amount paid to such employee for  
5           such appearance. No compensation shall be granted if the employee is a witness in their  
6           own behalf or interest; or if the employee is the plaintiff or defendant in a case.

7           **Section 9.3    Bereavement Leave**

8           Paid leave of up to five (5) days each year, non-accumulative, shall be granted to an  
9           employee in cases of bereavement in the immediate family. The immediate family shall  
10          be defined as spouse, parent, mother-in-law, father-in-law, brother, sister, child,  
11          grandparent, grandchild or legal dependent. One (1) day of bereavement leave with pay  
12          shall also be granted for bereavement of friends, aunts, uncles, nieces, nephews, cousins  
13          and professional acquaintances, provided that the employee shall provide an explanation  
14          of the circumstances requiring such leave, subject to the approval of the Superintendent or  
15          designee. Leave for reasons involving bereavement may be granted by the Chief Financial  
16          Officer in addition to the five (5) days, specified above, in unusual cases where extreme  
17          hardship is evident.

18          **Section 9.4    Personal Leave**

19          An employee shall be entitled to up to two (2) paid personal leave days per year to take  
20          care of personal business. Personal Leave requires the approval of the supervisor prior to  
21          the employee taking such leave. Employees may carry over one (1) personal leave day  
22          into the following year, for a maximum of two (2) days.

23                           **ARTICLE X- JOB OPENINGS/PROMOTIONS/PROBATION**

24          **Section 10.1   Job Opening**

25          Whenever a job opening occurs, other than a temporary opening or an opening filled by  
26          promotion within the bargaining unit, such opening shall be posted. During this period,  
27          employees who wish to apply for the open position may do so. The application shall be in  
28          writing and it shall be submitted to the District's personnel office.

1           **Section 10.2 Promotion or Change in Job Classification**

2           Any promotion or change in job classification shall be considered temporary for a period  
3           of 30 calendar days from the date of such promotion or change. If within the 30 day period  
4           the District decides the employee is unsuited for the job the employee shall revert to their  
5           former classification without prejudice.

6           **Section 10.3 Probation**

7           New employees shall be placed on a 180 calendar days' probationary period during which  
8           time the employee may be discharged without cause and without further recourse, except  
9           as provided by law. At any time prior to the end of the probationary period the District  
10          will determine if credit for directly relevant prior work experience should be extended,  
11          placing the employee on a higher step of the job classification. If so determined the higher  
12          step would be retroactive to date of hire. New employees shall not be placed higher than  
13          Step 5 of the relevant salary schedule (see ISO HR-P002).

14                           **ARTICLE XI- DISCIPLINE AND DISCHARGE**

15          The District shall have the right to discipline or discharge an employee for cause. Any  
16          disciplinary action or measure imposed upon an employee may be processed as a grievance  
17          through the regular grievance procedure hereinafter provided. If the District has reason to  
18          reprimand an employee, it shall be done in manner that will not embarrass the employee  
19          before other employees or the public.

20                           **ARTICLE XII- GRIEVANCE PROCEDURE**

21          Any grievance or dispute which may arise between the District, WSBA and/or an  
22          employee, including the application, meaning or interpretation of this agreement, shall be  
23          settled in the following manner:

24          **Step I:** The employee shall first discuss the grievance with the immediate supervisor. All  
25          grievances not brought to the supervisor under Step One within five (5) working days of  
26          the occurrence of the grievance shall be waived by the employee. A supervisor receiving  
27          a grievance as herein provided shall respond to the employee within five (5) working days  
28          from the receipt of the grievance.

29          **Step II** If the grievance is not resolved at the completion of Step One; the written statement  
30          of the grievance shall be presented in person by the employee to the District



1 Superintendent/or designee within five (5) working days. The District Superintendent/or  
2 designee shall respond in writing within five (5) working days of the hearing as to the  
3 disposition of the grievance.

4 **Step III:** If the grievance is not resolved to the employee's satisfaction at the completion  
5 of Step Two, the employee, may within five (5) working days, request a Board hearing of  
6 the grievance. Such hearings shall be held in conjunction with regular Board meetings.  
7 The parties further agree to accept the Board's decision as final and binding upon them.

### 8 **ARTICLE XIII - TERM AND SEPARABILITY OF PROVISIONS**

#### 9 **Section 13.1 Term of Agreement**

10 This Agreement shall remain in full force and effect from September 1 2017 until August  
11 31, 2020 Salaries in Schedule A and Health Benefits shall be adjusted for each school year  
12 in accordance with Section 4.2 and 4.7 and the salary and insurance funds allocated from  
13 the state.

#### 14 **Section 13.2 Provisions**

15 All provisions of this Agreement shall be applicable to the entire term of this Agreement.

#### 16 **Section 13.3 Openers**

17 This Agreement may be reopened and modified at any time during its term upon mutual  
18 consent of the parties in writing.

#### 19 **Section 13.4 Unlawful Provisions**

20 If any provision of this Agreement or the application of any provision is held invalid or  
21 unlawful, the remainder of this Agreement shall not be affected thereby and shall be  
22 deemed valid and enforceable.

#### 23 **Section 13.5 Conflicts with Statute**

24 Neither party shall be compelled to comply to any provision of this Agreement which  
25 conflicts with Federal, State, County or City statute or regulations promulgated pursuant  
26 thereto.

#### 27 **Section 13.6 Re-Negotiating**

28 In the event either Section 13.4 or 13.5 is determined to apply to any provision of the  
29 Agreement, such provision shall be renegotiated.  
30



1 **Section 13.7 Entire Agreement**

2 The parties acknowledge that during the negotiations resulting in this Agreement, each  
3 had the unlimited right and opportunity to make demands and proposals with respect to  
4 any and all subjects or matters not removed by law from the area of collective bargaining  
5 and that the opportunity are set forth in this Agreement. The Union voluntarily and  
6 unqualifiedly waives the right, and agrees that the District shall not be obligated to  
7 bargain collectively with respect to any subject or matter not specifically referred to  
8 or covered in this Agreement, even though such subject or matter may not have been  
9 within the knowledge or contemplation of either or both of the parties at the time they  
10 negotiated or signed this Agreement. This Agreement constitutes the entire agreement  
11 between the parties and concludes collective bargaining for its term.

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1 WENATCHEE SCHOOL  
2 BUSINESS ASSOCIATION  
3  
4 Nancy Rabey  
5 Business Association Negotiator  
6  
7 marcia Reid  
8 Business Association Negotiator  
9  
10 Date 1/17/18  
11

WENATCHEE SCHOOL  
DISTRICT NO. 246  
[Signature]  
Board Chairman  
[Signature]  
Superintendent  
Date \_\_\_\_\_

**Schedule A**  
**Business Association-District Office**  
**Salary Schedule**  
**2017-2018**

<b>(Years)</b>			
<b>Satisfactory</b>	<b>Accounting</b>	<b>Assistant</b>	<b>Accounting</b>
<b>Performance</b>	<b>Clerk</b>	<b>Accountant</b>	<b>Specialist</b>
1	\$16.02	\$17.27	\$19.65
2	\$16.65	\$17.88	\$20.27
3	\$17.33	\$18.67	\$21.07
4	\$17.96	\$19.40	\$21.81
5	\$18.39	\$20.08	\$22.49
6	\$17.76	\$20.69	\$22.92
8	\$19.03	\$21.35	\$23.35
10	\$19.26	\$21.66	\$23.54
15	\$19.77	\$21.96	\$24.18
20	\$20.30	\$22.37	\$24.84
<b>Longevity Pay</b>	After 10 years of continuous service in WSD	\$0.25	Per Hour
	After 14 years of continuous service in WSD	\$0.50	Per Hour
	After 20 years of continuous service in WSD	\$0.75	Per Hour
<b>Stipends</b>	Associates of Arts Degree	\$0.65	Per Hour
	Bachelor's Degree	\$0.75	Per Hour
<b>2017-18 - 2.3% state flow through, with some cohort adjustments to steps</b>			
<b>18-19 - 1.5% above state flow through</b>			
<b>19-20 - 1.5% above sate flow through</b>			