

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
Wenatchee School District No. 246
and
Wenatchee Association of
Public School Employees
an affiliate of
Public School Employees of Washington/SEIU Local 1948
September 1, 2023 through August 31, 2025**



**Public School Employees
an affiliate of
Public School Employees of Washington/SEIU Local 1948
Table of Contents**

<u>PREAMBLE</u>	<u>PAGE</u>
ARTICLE I - ASSOCIATION RECOGNITION	1
Section 1.1 Recognition	1
Section 1.2 Labor/Management Meetings	1
Section 1.3 Classifications	1
Section 1.4 Substitutes	2
Section 1.5 Long Term Substitutes	2
Section 1.6 Leave Replacement Employees	2
Section 1.7 LIT Hours	2
ARTICLE II - MANAGEMENT RIGHTS	3
ARTICLE III – EMPLOYEE RIGHTS	3
Section 3.1 Employee Rights	3
Section 3.2 Administration of Medication	3
Section 3.3 Personnel Files	4
ARTICLE IV- DUES REDUCTION	4
Section 4.1 Membership	4
Section 4.1.1 Association Membership Requirement	4
Section 4.2 New Hire Notification	5
Section 4.3 Membership Audit	5
Section 4.4 Voluntary Political Action Contribution (C.O.P.E)	5
Section 4.5 District Held Harmless	5
ARTICLE V - WORK RULES	5
Section 5.1 Job Descriptions	5
Section 5.1.1 Work Schedules	5
Section 5.2 Rest Periods/Lunch Period	6
Section 5.3 First Aid Certificates	6
Section 5.4 Work Year	6
	2

Section 5.5 Training Meetings	6
Section 5.6 Staff Development	6
Section 5.7 Liability Insurance	7
Section 5.8 Travel Time and Compensation	7
ARTICLE VI- WAGES AND HEALTH BENEFITS	7
Section 6.1 Salaries	7
Section 6.2 Prorated Pay - 12 Months	8
Section 6.3 Increments	8
Section 6.4 Salary Schedule Placement	8
Section 6.5 Substituting for Higher Classification	8
Section 6.5.1 Subbing for Certificated Staff	9
Section 6.6 Emergency School Closure	9
Section 6.7 Professional Stipends	9
Section 6.8 Direct Deposit	9
Section 6.9 Health Benefits	9
Section 6.10 Longevity	10
Section 6.11 Retirement Notification Stipend	10
ARTICLE VII- OVERTIME, COMPENSATORY TIME AND CALLBACK	10
Section 7.1 Overtime	10
Section 7.2 Compensatory Time	10
Section 7.3 Callback Pay	11
Section 7.4 Flex Time	11
ARTICLE VIII- HOLIDAYS	11
Section 8.1 Full Time Employees	11
Section 8.2 Part Time Employees	12
Section 8.3 Day Before and After Holiday	12
Section 8.4 Pay for Holiday Work	12
ARTICLE IX- VACATIONS	12
Section 9.1 Vacation Accrual	12
Section 9.2 Vacation Schedules	13
Section 9.3 Vacation Accumulation	13

Section 9.4 Holidays During Vacation	13
Section 9.5 Vacation Pay Out	13
Section 9.6 Vacation Leave Sharing	13
ARTICLE X - PAID/UNPAID LEAVE	14
Leave benefits are not intended to extend beyond a 12-month period.	14
Section 10.1 Sick and Emergency Leave	14
Section 10.2 Physicians Verification	15
Section 10.3 Transfer of Sick Leave	15
Section 10.4 Sick Cash Out	15
Section 10.5 Industrial Insurance Payment	16
Section 10.6 Sick Leave Sharing	16
Section 10.7 Jury Duty	17
Section 10.8 Subpoena	17
Section 10.9 Bereavement Leave	17
Section 10.10 Maternity Leave	17
Section 10.11 Paternity/Co-Parent Leave	18
Section 10.12 Adoptive/Foster Leave	18
Section 10.13 Family and Disability Leave	18
Section 10.14 Personal Leave Up to 219 Days and 260 Day Employees	19
Section 10.14.1 Personal Leave 220-259 Day Employees	19
Section 10.15 Leave of Absence	19
Section 10.16 Paid Family and Medical Leave (PFML)	20
ARTICLE XI - DISCRIMINATION/AFFIRMATIVE ACTION	20
Section 11.1 Non - Discrimination	20
ARTICLE XII - ASSOCIATION ACTIVITIES	20
Section 12.1 Association Activities	20
Section 12.2 Access to Premises	21
Section 12.3 Access to New Employees	21
Section 12.4 Use of Mail System	21
ARTICLE XIII- JOB OPENINGS, HIRING, PROBATION AND LAYOFFS	21
Section 13.1 Seniority and Hire Date Definition	21

Section 13.2 Seniority List	21
Section 13.3 Loss of Seniority Rights	21
Section 13.3.1 Retention of Seniority Rights	22
Section 13.4 Job Opening	22
Section 13.5 Hiring	22
Section 13.6 Probation	22
Section 13.7 Change in Job and/or Job Classification	23
Section 13.8 Summer Employment	23
Section 13.9 Layoffs	23
Section 13.9.1 Notification to District	24
Section 13.9.2 Forfeiture of Re-employment Rights	24
Section 13.9.3 Forfeiture of Accrued Benefits	24
Section 13.10 New Job Position	24
Section 13.11 Washington School District Experience	25
Section 13.12 Evaluations	25
Section 13.12.1. Evaluation Forms.	25
Section 13.13 Job Placement/Position Reclassification Committee and Process	25
ARTICLE XIV DISCIPLINE AND DISCHARGE	26
Section 14.1 Discipline	26
Section 14.2 Progressive Discipline Action Steps	26
ARTICLE XV GRIEVANCE PROCEDURE	27
Section 15.1 Disagreements	27
Section 15.2 Timelines	28
Section 15.3 Grievance Steps	28
ARTICLE XVI NO STRIKE CLAUSE	29
ARTICLE XVII TERM AND SEPARABILITY OF PROVISIONS	30
Section 17.1 Term of Agreement	30
Section 17.2 Provisions	30
Section 17.3 Openers	30
Section 17.4 Unlawful Provisions	30
Section 17.5 Conflicts with Statute	30

Section 17.6 Re-negotiating	30
Section 17.7 Waiver Bill	30
SCHEDULE A	32
SCHEDULE B	33
SCHEDULE C	34
SCHEDULE D	35

1 **PREAMBLE**

2
3 This Agreement is made and entered into between
4 WENATCHEE SCHOOL DISTRICT NO. 246
5 (hereinafter "District")

6 and

7 WENATCHEE ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
8 an affiliate of
9 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU Local 1948
10 (hereinafter "Association").

11 The District and the Association, in accordance with the Public Employees Collective
12 Bargaining Act (RCW 41.56.010 et seq), shall meet at reasonable times to confer and negotiate
13 in good faith with respect to wages, hours, working conditions, and the establishment of
14 grievance procedures, which pertain to the District's employees represented by the Association.
15 In accordance with the provisions of the Public Employees Collective Bargaining Act and
16 regulations promulgated pursuant thereto, and in consideration of the mutual covenants
17 contained therein, the parties agree as follows:

18
19 **ARTICLE I - ASSOCIATION RECOGNITION**

20 **Section 1.1 Recognition**

21 The District recognizes the Association as the sole and exclusive bargaining agent for all
22 Secretaries, Para-Educators, Professional and Technical employed by the Wenatchee School
23 District 246, except for Secretary(s) of the Board of Directors, the Superintendent, and the
24 Superintendent's Administrative staff whose duties necessarily imply a confidential relationship
25 to the Board of Directors or Superintendent.

26 **Section 1.2 Labor/Management Meetings**

27 The Superintendent and/or designee(s) and the Association's President and/or designee(s) will
28 meet on a mutually agreeable basis to discuss appropriate matters of mutual concern. When
29 requesting a meeting the party calling the meeting shall state the nature of such meeting and the
30 subject(s) to be discussed.

31 **Section 1.3 Classifications**

32 Classifications are defined as Secretaries, Para-Educators, Professional and Technical.

1 **Section 1.4 Substitutes**

2 Substitutes are employed at will to replace a regular employee, based on the absence of the
3 regular employee. The substitute will be paid at Step 1 and will not receive other benefits or
4 contract rights.

5 **Section 1.5 Long Term Substitutes**

6 Long Term Substitutes are employed to fill positions that are created due to emergency situations
7 or are subject to short-term financing, up to ninety (90) work days, which do not warrant the
8 posting of a regular position or the addition of hours to regular bargaining unit employees. Long
9 Term Substitute positions, unlike regular positions, terminate on or before the end of the school
10 year. Long term substitutes shall have no bumping rights. Long Term Substitutes shall be placed
11 on Step 1 of the appropriate classification.

12 **Section 1.6 Leave Replacement Employees**

13 When a leave of absence is scheduled to be greater than ninety (90) workdays, the employee
14 hired to fill the position will be paid at the appropriate classification level of the position being
15 filled. Leave replacement employees shall be included within the bargaining unit and subject to
16 all the terms and conditions of this Agreement excluding Section 14.1 (Seniority) and Section
17 14.9 (Layoff). Employees hired to fill a leave of absence position will only be employed for the
18 period of the leave. These positions will terminate on or before the end of the school year. These
19 employees shall have no bumping rights.

20 Current employees shall be allowed to apply for leave replacement positions per the provisions
21 of Section 14.4 (Job Opening) and Section 14.5 (Hiring) and upon completion of the leave of
22 absence, the employee filling the leave replacement position shall return to a similar position in
23 accordance with their prior work experience. Only one employee may leave their regular
24 assignment for each leave of absence, unless mutually agreed upon by the District and
25 Association. If a current employee is hired into a leave of absence position, they will be placed
26 on the appropriate step in the appropriate classification.

27 **Section 1.7 LIT Hours**

28 Hours assigned by the building LIT team each year, will be paid on a contract for the length of
29 the school year, and as such, shall receive appropriate pay, benefits, for school year only.

1 **ARTICLE II - MANAGEMENT RIGHTS**

2 The Association recognizes the Board of Directors as the elected representative of the citizens
3 of Wenatchee School District and that the Board in acting in behalf of the citizens of the District,
4 retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and
5 vested in it by the regulations of the State Board of Education, the Statutes and Constitution of
6 the State of Washington and/or of the United States, and any other law, rule and/or regulation.
7 Neither this Agreement nor the act of negotiating shall be construed to be a delegation to others
8 of the policy-making authority of the Board, which authority the Board specifically reserves unto
9 itself. The management of the District and the direction of the work force are vested exclusively
10 in the Employer subject to the terms of this Agreement. All matters not specifically and
11 expressly covered or treated by the languages of this Agreement may be administered by the
12 District in accordance with such policy or procedure as the District from time to time may
13 determine. Management officials retain the right and obligation to determine the method,
14 number and kinds of personnel by which operations undertaken by employees in the unit are to
15 be conducted. Management prerogatives shall not be deemed to exclude other Employer rights
16 not herein specifically enumerated.

17
18 **ARTICLE III – EMPLOYEE RIGHTS**

19 **Section 3.1 Employee Rights**

- 20 1. Each employee shall have the right to bring matters of personal concern to the attention of
21 their immediate supervisor/principal, superintendent designee, superintendent or
22 Association, with or without the assistance of the Association representatives.
- 23 2. Employees have the right to have association representatives at discussions that could lead
24 to discipline between themselves and supervisors or other representatives of the district.
- 25 3. Each employee reserves the right to have an Association representative intercede and speak
26 on the employee’s behalf regarding any issue in this agreement.

27 **Section 3.2 Administration of Medication**

28 The administering of medication and ongoing health intervention to students shall be the
29 responsibility only of employees trained for that purpose. Yearly training and ongoing
30 supervision, by the designated district licensed health professional will be provided for all
31 employees responsible for the administration of medication. Employees may not be assigned,
32 without prior training, to administer medication. Whenever possible, employees accepting the

1 responsibility for “supervision of students” shall be informed of medical problems by the district
2 health professional of any student for which they are responsible, to protect the health and safety
3 of the student.

4 **Section 3.3 Personnel Files**

5 There shall be only one (1) official personnel file for each employee to be kept in the District
6 Human Resources office. An employee shall have the right to review his/her personnel file by
7 making an appointment for such purpose through the Human Resources Office. During the
8 review, an official or representative of the Association may be present. The employee shall have
9 the right to copy and attach his/her own comments to material included in his/her personnel file,
10 and may initial and photocopy any material in the file, at District expense. The employee will
11 be notified of and sign any derogatory material inserted into the personnel file. After seven (7)
12 years, at the employee’s request, and upon mutual agreement between the employee and the
13 Human Resources Director, the District may remove and destroy employee’s evaluation reports
14 and any adverse materials upon which no subsequent action has been taken.

15
16 **ARTICLE IV- DUES REDUCTION**

17 **Section 4.1 Membership**

18 The District shall deduct State and Local Association dues from the pay of any employee who
19 authorizes such deduction, pursuant to RCW 41.56.110. State dues and an itemized dues
20 remittance form shall be transmitted to the State Treasurer of the Public School Employee’s of
21 Washington within ten (10) working days after collection. Local dues shall be deposited by
22 District staff into the bank account of Wenatchee Association of PSE #1012. An itemized dues
23 remittance form shall be transmitted to the Association President within ten (10) working days
24 after collection.

25 **Section 4.1.1 Association Membership Requirement**

26 The District agrees to accept dues authorization via written authorization, voice recorded
27 authorization or by E-signature in accordance with “E-SIGN”. The Association will provide a
28 list via email of those members who have authorized Association memberships to the District.
29 In addition, the Association will provide access for the District to the .wav (or other digital
30 format) files associated with the voice recorded authorization. PSE will be the custodian of all
31 records related to voice recorded/E-signature authorizations. As the custodian of the records, it
32 has responsibility to ensure the accuracy and safekeeping of those records.

1 administrators will notify employees as soon as possible of reassignment to another building
2 and/or any change in funding and/or hours.

3 **Section 5.2 Rest Periods/Lunch Period**

4 All employees' work schedules shall provide for a fifteen (15) minute rest period during each
5 four (4) consecutive hours of work. The rest period shall be scheduled at the middle of each
6 period whenever it is feasible. Lunch periods shall not be more than one (1) hour or less than
7 one-half (1/2) hour, shall be uninterrupted, and shall be scheduled with approval of the
8 supervisor.

9 In the event an employee is assigned to a shift less than the normal work shift
10 previously defined in this Article, when practicable, the employee shall be assigned:

- | | |
|------------------------------------|---|
| 11 2 hours up to 4.99 hours worked | One 15-minute break (paid) |
| 12 5 hours up to 6.5 hours worked | One 15-minute break (paid) and one-half
13 (.5) hour lunch break (non-paid) |
| 14 Over 6.5 hours worked | Two 15-minute breaks (paid) and one-half
15 (.5) hour lunch break (non-paid) |

16 **Section 5.3 First Aid Certificates**

17 The District shall provide First Aid/CPR/AED training for designated employees at no cost to
18 the employee. Designated employees shall obtain first aid certificates with CPR endorsements
19 as a condition of employment. Employees shall be paid their regular rate of pay while taking
20 First Aid/CPR/AED training. It is the responsibility of the designated employees to monitor card
21 expiration dates and register for training to obtain/maintain certification.

22 **Section 5.4 Work Year**

23 The normal work year shall be based on the 180-day Wenatchee School District student calendar.

24 **Section 5.5 Training Meetings**

25 When employees are required to attend meetings with the District for the purpose of orientation
26 and/or training, said employees shall receive their regular rates of pay. Every effort will be made
27 to notify employees at least one week in advance of required training or meetings.

28 **Section 5.6 Staff Development**

29 The District will reimburse employees for one-half (1/2) the tuition cost of a course from any
30 accredited college or a district approved professional development training, including the
31 bilingual/bi-literate exam, that directly applies to the employee's current job description.
32 Reimbursement up to a maximum of \$450.00 per year, with the ability to carry over one year for

1 a total of \$900.00, will depend on a recommendation from the employee's immediate supervisor
2 and prior approval from the Human Resources Office. There will be no tuition reimbursement
3 for courses that have not been pre-approved by the Human Resources Office prior to the start of
4 the course. The District and/or employee may recommend a course in which the employee should
5 enroll. Payment will occur when the employee provides a receipt and transcript or certificate
6 showing that they have successfully completed or passed the pre-approved course/exam.
7 Employees shall follow the District procedure for Classified Tuition Reimbursement, HRO-
8 F005, to receive reimbursement. Reimbursement will not be available for repeat courses or
9 exams.

10 **Section 5.7 Liability Insurance**

11 The District shall provide its staff with insurance protection while they are performing authorized
12 duties; engaged in the maintenance of order and discipline and in the protection of students, other
13 staff and property; provided that there is no obligation to assume any responsibility for
14 employees when damages are due to the employee's negligence, in whole or in part, or are due
15 to willful violation of law or criminal act. Employees shall comply with District Policies and
16 Procedures and Washington State Laws governing the physical restraint of and the use of force
17 on students. Such insurance protection shall include liability covering injury to persons and
18 property and insurance protecting staff from loss or damage to their personal property, incurred
19 while so engaged.

20 **Section 5.8 Travel Time and Compensation**

21 Travel time will be paid, and mileage will be reimbursed, per School Board Policy
22 6213/6213P. Travel/transition time will be scheduled as part of the employee's contracted time
23 and not infringe upon the employees' rest periods and/or lunch periods.

24 25 26 **ARTICLE VI- WAGES AND HEALTH BENEFITS**

27 **Section 6.1 Salaries**

28 Employees shall be compensated in accordance with the provisions of this Agreement for all
29 authorized hours worked. Salaries for employees subject to this Agreement, during the term of
30 this Agreement, are contained in Schedule A, B, C, and D and shall be for the entire term of this
31 Agreement subject to the terms and conditions of Article XVIII, Section 18.1.

1 For the 2023-2024 school year all steps on Schedule A shall be increased by 4.5%; Schedule B,
2 C and D shall be increased by 3.7%.

3 For the 2024-2025 school year all steps on all salary Schedules shall be increased by the IPD
4 (Implicit Price Deflator)

5 **Section 6.2 Prorated Pay - 12 Months**

6 Eligible employees shall be paid on a pro-rated twelve-month basis.

7 **Section 6.3 Increments**

8 Incremental steps, when applicable, shall take effect on September 1st of each year during the
9 term of this Agreement; provided, the employee has been actively employed continuously for at
10 least one-half (1/2) of the previous employment year.

11 **Section 6.4 Salary Schedule Placement**

12 New Hires -The District Human Resources Office, upon notification by the employee of prior
13 experience in a like job, will determine if credit for prior work experience should be extended in
14 order to place the employee on a higher step of the job classification. Credit for prior experience
15 for the purpose of salary placement will be retroactive to the date of hire upon completion of the
16 employee's probationary period, or retroactive for ninety (90) working days if prior employment
17 experience is not provided to Human Resources prior to completion of the probationary period.
18 Employees must notify the Human Resources Office within six (6) months from the date of hire
19 of their desire to have prior experience considered.

20 Current Employees - Employees moving from one classification to another classification or
21 salary level, shall be placed on a step within the new classification or salary level that is at least
22 thirty-five cents (\$.35) higher than their current salary. If an employee moves to a lower salary
23 level they shall move laterally across the salary schedule.

24 Para-Educators hired prior to June 12, 2009, that were placed on Schedule A, level 3 (previously
25 II) are grandfathered and will retain salary placement in level 3 for pay purposes only. For
26 purposes other than pay, (layoff, hiring, seniority, or any other provisions provided in this
27 Agreement) the grandfathered Para-Educators are in level 2.

28 **Section 6.5 Substituting for Higher Classification**

29 Employees substituting in a position with a higher salary level will be compensated at a higher
30 rate of pay, at least thirty-five cents (\$.35) greater than their current salary, effective the first
31 day.

1 **Section 6.5.1 Subbing for Certificated Staff**

2 When a qualified bargaining unit member substitutes in a certificated teacher’s position, the
3 classified employee will receive the current certificated substitute rate or their regular rate of pay
4 whichever is greater.

5 **Section 6.6 Emergency School Closure**

6 Employees shall make every reasonable effort to determine whether or not to report to work and
7 the District shall make a reasonable effort to notify the employee to refrain from coming to work.
8 Employees reporting to work, not having received such notification, shall receive a minimum of
9 one-hour pay.

10 **Section 6.7 Professional Stipends**

11 Annual stipends will be paid to employees who hold a Bachelor's degree or Associates degree.
12 Employees who successfully pass the District Bilingual / Bi-literate test may also receive a
13 bilingual / bi-literate translator stipend.

14 Associates Degree	\$.65 per hour
15 Bachelors Degree	\$.75 per hour
16 Bilingual/bi-literate written and verbal translator	\$.65 per hour

17 Stipends will begin effective the first of the month following the receipt of the employee’s
18 official transcripts or proof of successfully passing the District Bilingual / Bi-literate test by
19 Human Resources. If provided within thirty (30) calendar days of hire date, stipends will begin
20 on date of hire.

21 Employees hired by 6/12/09 are grandfathered and will retain their Core Competencies stipend.
22 Stipends will be paid on a prorated basis upon receipt of proper documentation. Employees shall
23 be eligible for each stipend they qualify for, except an employee may not receive a combined
24 AA/BA Stipends and will be paid on all hours worked.

25 **Section 6.8 Direct Deposit**

26 Employees shall be enrolled in the District's direct deposit plan. Salaries will be deposited
27 directly to each employee's bank account.

28 **Section 6.9 Health Benefits**

29 As of January 1, 2020, employee insurance, definitions and eligibility rules are as defined in
30 WAC 182-30 and 182-31. Employees projected to be working six hundred thirty (630) hours or
31 more per school year (September 1 through August 31) shall be eligible to receive a District
32 contribution for their selected benefits.

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefit Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

Section 6.10 Longevity

Longevity Steps take effect on Sept 1 of each year and shall be applied to all hours worked by the employee.	
At the completion of the 10th year through the 14th year of continuous service with WSD	Add \$.70 per hour
At the completion of the 15th year through the 19th year of continuous service with WSD	Add \$.75 per hour
At the completion of the 20th year through the 24th year of continuous service with WSD	Add \$.80 per hour
At the completion of the 25th year of continuous service with WSD	Add \$.85 per hour

- The employee must have been actively employed continuously on or before March 1st, of the previous employment year.

Section 6.11 Retirement Notification Stipend

If an employee notifies the Human Resources Office in writing prior to the last regular Board meeting in January of the employee's retirement at the end of the school year, the employee shall receive a five hundred dollar (\$500) stipend payable in June of the retiring year.

ARTICLE VII- OVERTIME, COMPENSATORY TIME AND CALLBACK

Section 7.1 Overtime

Employees may be required to work overtime. Overtime requested by the employee must be pre-approved. Time and one-half the employee's regular hourly pay, or compensatory time off as hereinafter defined, shall be paid for work under any of the following conditions:

- All work performed in excess of forty (40) hours in any workweek.

Section 7.2 Compensatory Time

When an employee works overtime the employee may request to have compensatory time off at the rate of overtime earned. The employee shall inform their immediate supervisor before the end of the overtime worked as to whether overtime pay or compensatory time is desired. If

1 compensatory time is approved by the District the supervisor shall make the necessary
2 accommodations to allow for compensatory time off at a mutually agreed upon time.

3 Compensatory time shall be used within two (2) months from the date the overtime is worked.
4 Compensatory time accrued is limited to a maximum of forty-eight (48) hours within each comp
5 time period. Compensatory time not used within the two (2) month period shall be submitted to
6 the payroll office the following month as overtime.

7 **Section 7.3 Callback Pay**

8 When an employee's workday has come to an end and they have left the job site, and they are
9 called back on the job by the District, the employee shall be paid a minimum of two (2) hours
10 straight time.

11 **Section 7.4 Flex Time**

12 With prior approval from, or at the request of, the Administrator, employees may from time to
13 time adjust their daily work schedule. The flextime must be used or made up within the same
14 work week. Flextime may be limited to two (2) hours per instance, and will not be granted if it
15 would impact student learning time or require a substitute to cover part of the employee's time,
16 unless determined to be operationally necessary by the Administrator.

17
18 **ARTICLE VIII- HOLIDAYS**

19 **Section 8.1 Full Time Employees**

20 Twelve (12) month employees shall receive the following paid holidays:

- | | | |
|----|------------------------------|----------------------------------|
| 21 | 1. Labor Day | 8. New Year's Day |
| 22 | 2. Veteran's Day | 9. Martin Luther King's Birthday |
| 23 | 3. Thanksgiving Day | 10. Presidents' Birthday |
| 24 | 4. Friday after Thanksgiving | 11. Memorial Day |
| 25 | 5. Christmas Eve | 12. Last Day of Spring Vacation |
| 26 | 6. Christmas Day | 13. Juneteenth |
| 27 | 7. New Year's Eve | 14. Day before Independence Day |
| 28 | | 15. Independence Day |

29 When the work year has more than two hundred sixty (260) workdays, the additional workday(s)
30 will be designated by the District to be during the Winter Break, shall be a non-school day(s)
31 and shall be taken prior to December 31st. If the workload necessitates a temporary deviation

1 from the district designated day(s), prior approval from the immediate supervisor is required,
2 and the day must still be taken during the Winter Break and prior to December 31st.

3 **Section 8.2 Part Time Employees**

4 Employees working less than two hundred sixty (260) days shall receive the following paid
5 holidays:

- | | | |
|----|------------------------------|----------------------------------|
| 6 | 1. Labor Day | 7. New Year’s Eve |
| 7 | 2. Veteran’s Day | 8. New Year’s Day |
| 8 | 3. Thanksgiving Day | 9. Martin Luther King’s Birthday |
| 9 | 4. Friday after Thanksgiving | 10. Presidents’ Birthday |
| 10 | 5. Christmas Eve | 11. Memorial Day |
| 11 | 6. Christmas Day | 12. Juneteenth** |
| 12 | | 13. Independence Day* |

13 *Effective for 215-day employees only

14 **If within the employees contracted days.

15 Labor Day is a paid holiday whether within the work year or not.

16 **Section 8.3 Day Before and After Holiday**

17 To receive holiday pay employees must work the scheduled day before and after the recognized
18 holiday or be on paid leave. Employees requesting approved personal leave for the use in
19 conjunction with a holiday or Thanksgiving, Winter or Spring Breaks must request such leave
20 no later than thirty (30) days in advance.

21 **Section 8.4 Pay for Holiday Work**

22 Employees required to work on a holiday shall receive their normal hourly rate of pay for the
23 holiday plus time and one-half for all hours worked on such holidays.

24 **ARTICLE IX- VACATIONS**

25 **Section 9.1 Vacation Accrual**

26 Vacation time shall be earned in the amount of one (1) day per month for each full time employee
27 for the first five (5) years. After completion of the fifth year the following table shall apply:
28 (Bonus days shall be computed effective on anniversary date of hire.)
29

30	<u>After completion of:</u>	<u>Add:</u>	<u>Total:</u>
31	5th year	1 bonus day	13 days
32	6th year	2 bonus days	14 days

1	7th year	3 bonus days	15 days
2	8th year	4 bonus days	16 days
3	9th year	5 bonus days	17 days
4	10th year	6 bonus days	18 days
5	11th year	7 bonus days	19 days
6	12th year	8 bonus days	20 days

7 Full-time employees are defined as those working a forty (40) hour week over a twelve (12)
8 month period. Those working less than a forty (40) hour week over a twelve (12) month period
9 shall receive annual vacation in an amount prorated based on the fraction of the forty (40) hour
10 week worked.

11 **Section 9.2 Vacation Schedules**

12 Vacation schedules will be arranged with the Principal/Supervisor and have the approval of the
13 District. The District will attempt to accommodate the employee whenever possible.

14 **Section 9.3 Vacation Accumulation**

15 Employees may accumulate a maximum of fifteen (15) days vacation, which may be added to
16 vacation benefits for the following year. Accumulation of up to a maximum of 30 days or (240)
17 hours for PERS 1 members may be accumulated and cashed out at retirement.

18 **Section 9.4 Holidays During Vacation**

19 Holidays that occur while the employee is on vacation shall not be counted as a vacation day for
20 that employee.

21 **Section 9.5 Vacation Pay Out**

22 Any employee who is laid off, discharged, retired or separated from the service of the Employer
23 for any reason, prior to taking vacation, shall be paid on the basis of the employee's regular rate
24 of pay under which the vacation days were earned, for the unused vacation that has accumulated
25 at the time of separation.

26 **Section 9.6 Vacation Leave Sharing**

- 27 1. **Right to Donate:** Employees may donate vacation leave to come to the aid of another
28 secretary/para-educator/professional/technical employee who is suffering from an
29 extraordinary or severe illness, injury, impairment or physical or mental condition which
30 causes or is likely to cause the employee to take leave without pay or terminate his or her
31 employment.

- 1 2. **Minimum Accumulation:** An employee who has an accrued vacation leave balance of more
2 than ten (10) days may donate such leave.
- 3 3. **Maximum Donation:** Employees are allowed to grant up to six (6) days during any twelve-
4 month period.
- 5 4. **Limits:** Employees cannot donate vacation leave days that would result in their annual leave
6 going below ten (10) days.
- 7 5. **Status of Leave Employees:** While an employee is on leave under this section, he or she
8 shall be classified as an employee and shall receive the same treatment in respect to salary,
9 wages, and employee benefits as the employee's sick leave account in accordance with
10 state statutes, rules and regulations.
11 REF. 28A.400.380 and RCW 41.04.650 through 41.04.665.

ARTICLE X - PAID/UNPAID LEAVE

13 Leave benefits are not intended to extend beyond a 12-month period.

Section 10.1 Sick and Emergency Leave

15 Annual leave with compensation for illness, injury and emergencies shall be granted and accrued
16 at a rate not to exceed twelve (12) days per year for each full-time employee. It is the
17 responsibility of the employee to enter all absences into the district's absence tracking system
18 and to provide reasonable notice of such absence. Less than full-time employees shall be granted
19 sick and emergency leave in the same proportion as their part-time work bears to full-time work.
20 Such leave shall begin accruing to the employee as of September 1 of each year. One half (1/2)
21 of sick leave will be front loaded on September 1st and the second half of sick leave will be front
22 loaded on February 1st of each school year. Leave provided in this section shall accumulate to
23 the number of days in the employee's work year. Sick and emergency leave shall be categorized
24 as the following:

- 25 1. Sick Leave – An absence resulting in the employee's mental or physical illness, injury
26 or health condition; to accommodate the employee's need for medical diagnosis, care, or
27 treatment of a mental or physical illness, injury, or health condition or an employee's need for
28 preventative medical care.
- 29 2. Family Illness-Serious illness in the immediate family. The immediate family is
30 defined and shall mean spouse, registered domestic partner, parent, mother-in-law, father-in-
31 law, step parent, brother, sister, child, step child, grandparent, grandchild, or legal dependent.

1 The District shall allow an employee to use the employee's accrued sick leave to care for a
2 child of the employee under the age of eighteen with a health condition that requires treatment
3 or supervision. Serious illness of a person not in the immediate family if approved by the
4 Superintendent or designee.

5 3. Emergency Leave- Circumstances beyond the control of the employee that meets the
6 following definition. An emergency is defined as a sudden, urgent, unexpected occurrence or
7 occasion requiring immediate action, such as fire, flood, accident, etc., if approved by the
8 Superintendent or designee.

9 **Section 10.2 Physicians Verification**

10 A written statement from a physician shall verify illness in excess of three (3) consecutive days.
11 The District may request verification of sick leave of less than three (3) consecutive days if an
12 abuse of sick leave is indicated and in accordance with State and Federal Family Leave laws.

13 **Section 10.3 Transfer of Sick Leave**

14 Employees who have accrued sick leave while employed by another public school district in the
15 State of Washington shall, upon request, be given credit for such accrued sick leave in
16 accordance with state statutes.

17 **Section 10.4 Sick Cash Out**

18 In January of the year following any year in which a minimum of sixty (60) days of leave for
19 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
20 option to receive remuneration for unused leave for illness or injury accumulated in the previous
21 year at a rate equal to one (1) day's monetary compensation of the employee for each four (4)
22 full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or
23 injury for which compensation has been received shall be deducted from accrued leave for illness
24 or injury at the rate of four (4) days for every one (1) day's monetary compensation.

25 Additionally, at the time of separation from school district employment due to retirement, death,
26 or separation, an eligible employee or the employee's estate shall receive remuneration at a rate
27 equal to one day's current monetary compensation of the employee for each four (4) full days
28 accrued leave for illness or injury. Days in excess of one hundred and eighty (180) will not be
29 allowed for cash out purposes.

30 An eligible employee means:

- 31 i. Employees who separate from employment due to retirement or death.

- 1 ii. Employees who separate from employment and who are at least age fifty-five (55) and
- 2 have at least ten (10) years of service in SERS 3; or
- 3 iii. Employees who separate from employment and who are at least age fifty-five and have
- 4 at least fifteen (15) years of service in SERS 2.

5 **Section 10.5 Industrial Insurance Payment**

6 When an employee is injured on the job and is unable to perform his/her duties as a result of

7 an on-the-job injury or occupational disease or illness, and is certified off work by a doctor,

8 the employee may elect to use leave as follows:

- 9 A. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD)
- 10 benefit payment from the Districts industrial insurance; or
- 11 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in
- 12 addition to their entitled TTD benefits; or
- 13 C. Elect to use a proportionate share of accumulated leave to make up the difference between
- 14 the workers' compensation payments and the employee's regular pay at the time of injury.

15 **Section 10.6 Sick Leave Sharing**

- 16 1. Right to Donate: Employees not eligible for vacation leave may donate sick leave to
- 17 come to the aid of another bargaining unit employee who is suffering from an
- 18 extraordinary or severe illness, injury, impairment or physical or mental condition which
- 19 causes or is likely to cause the employee to take leave without pay or terminate his or her
- 20 employment.
- 21 Reference RCW 41.04.660
- 22 2. Minimum Accumulation: An employee who has an accrued sick leave balance of more
- 23 than twenty-two (22) days may donate such leave.
- 24 3. Maximum Donation: Employees are allowed to grant up to six (6) days during any
- 25 twelve (12) month period.
- 26 4. Limits: Employees cannot donate sick leave days that would result in their sick leave
- 27 account going below twenty-two (22) days.
- 28 5. Status of Leave Employees: While an employee is on leave under this section, he or she
- 29 shall be classified as an employee and shall receive the same treatment in respect to
- 30 salary, wages, and employee benefits as the employee would normally receive if using
- 31 accrued sick leave. Payment of sick leave shall be distributed as if normally using their

1 regularly accrued sick leave. Payment of sick leave shall be in accordance with state
2 statutes, rules and regulations.

3 **Section 10.7 Jury Duty**

4 An employee shall be granted a leave of absence, with pay, at any time the employee is required
5 to report for jury duty or jury service. The District may allow employees to retain their jury
6 earnings without deduction, as the District deems appropriate. If the District collects jury
7 compensation, employees shall be paid the difference between any jury duty compensation they
8 receive, not including expense reimbursements, and their regular wages for each day of jury
9 service.

10 **Section 10.8 Subpoena**

11 Appearance before a court, legislative committee or quasi-judicial body as a witness or co-
12 defendant with the district in response to a subpoena or other legal directive should be approved
13 as authorized leave with pay. However, the school salary shall be reduced by the amount paid
14 to such employee for such appearance. No compensation shall be granted if the employee is
15 subpoenaed by the Association; or is a witness in their own behalf or interest; or if the employee
16 is the plaintiff or defendant in a case. In the event that an employee is a party in a court action,
17 such employee may request appropriate leave.

18 **Section 10.9 Bereavement Leave**

19 In the event of a death in the immediate family of the employee, an absence of up to five (5) days
20 per occurrence shall be permitted. Compensation shall be at the employee's regular rate of pay.
21 The immediate family shall be defined as spouse, registered domestic partner, parent, mother-
22 in-law, father-in-law, step parent, brother, brother-in-law, sister, sister-in-law, child, son-in-law,
23 daughter-in-law, step child, grandparents, grandchild, or legal dependent. One (1) day of
24 bereavement leave with pay shall be granted for bereavement of friends and professional
25 acquaintances. Bereavement leave may be granted by the District in addition to the five (5) days
26 specified above in unusual cases where extreme hardship is evident or extensive travel is
27 necessary. Extended bereavement leave shall be deducted from sick leave.

28 **Section 10.10 Maternity Leave**

29 Employees who are physically unable to perform the functions of their position because of their
30 pregnancy may be placed on maternity leave. The employee shall notify their immediate
31 supervisor and the Human Resources Department at least sixty (60) calendar days, whenever
32 possible, prior to the proposed starting date of the leave. The actual starting date of the leave

1 shall be determined, taking into consideration the desire of the employee and the employee's
2 attending physician. Employees granted maternity leave may, at their option and at the time the
3 leave is requested, be allowed compensation for maternity leave in accordance with Section 10.1.
4 Before returning to work, the employee must be certified by the employee's physician as ready
5 and able to return.

6 Upon expiration of the maternity leave the employee shall return to the same or equivalent
7 position occupied before the leave. Refusal to accept the available equivalent position shall
8 terminate the employee from the District.

9 **Section 10.11 Paternity/Co-Parent Leave**

10 An employee, upon request and with physician certification, shall be granted up to five (5) days
11 leave, within two (2) weeks of the date of the child's birth. Such leave is deducted from sick
12 leave.

13 **Section 10.12 Adoptive/Foster Leave**

14 Employees shall be eligible to use up to five (5) days of paid leave, deducted from their sick
15 leave balance, if not otherwise eligible, for adoption of a child. This leave is for relocating and
16 transporting the child and/or to finalize the adoption process. Employees must submit a written
17 request and proper documentation to the Human Resource Department.

18 **Section 10.13 Family and Disability Leave**

19 Family and disability leave (including maternity leave) shall be granted in accordance with
20 Federal and State statutes. In addition to any other leave provided for elsewhere in this
21 Agreement, upon the birth of a child, the placement of a child with an employee for adoption or
22 foster care, or for a serious health condition of an employee or an employee's spouse, child, or
23 parent, each employee who has worked at least 1250 hours during the previous twelve (12)
24 months is entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that
25 employees may substitute sick leave to care for themselves or sick family members as defined
26 above. The employee must provide the employer with at least thirty (30) days written notice for
27 foreseeable leaves for birth, adoption and planned medical treatment. During this leave, the
28 employer will continue to pay the same portion of insurance premiums as when the employee
29 was working, and will maintain the employee's coverage under any group health plan. Upon
30 return from such leave, the employer will place the employee in his/her previous position, or one
31 with equivalent pay and benefits.

1 **Section 10.14 Personal Leave Up to 219 Days and 260 Day Employees**

2 Each employee shall be entitled to up to two (2) days paid personal business leave per year.
3 Personal leave shall be granted based on the same proration as an employee’s FTE and date of
4 hire. Such leave must be requested two (2) weeks in advance and requires the approval of the
5 employee’s supervisor and Superintendent or designee prior to the employee taking such leave.
6 An employee may carry forward two (2) personal leave day per year to the following year, for a
7 maximum of four (4) days in any given year. All appropriate leave will be taken prior to an
8 employee using leave without pay.

9 **Section 10.14.1 Personal Leave 220-259 Day Employees**

10 Each employee shall be entitled up to three (3) paid personal business leave days
11 per year. Personal leave shall be granted based on the same proration as their FTE
12 and date of hire. Such leave must be requested two (2) weeks in advance and
13 requires the approval of the employee’s supervisor and Superintendent or designee
14 prior to the employee taking such leave. An employee may carry forward two (2)
15 personal leave days per year to the following year, for a maximum of five (5) days
16 in any given year. All appropriate leave will be taken prior to an employee using
17 leave without pay.

18 **Section 10.15 Leave of Absence**

19 Leave of absence without pay may be granted an employee for good and sufficient reasons at
20 the discretion of the District, this does not include leave otherwise outlined in this Agreement,
21 or by state and federal laws. Requests for a leave of absence must be submitted to Human
22 Resources, in writing, at least thirty (30) days prior to the requested leave start date when
23 feasible. An employee shall be required to exhaust all appropriate paid leave prior to the
24 beginning of the leave of absence without pay. The leave of absence will not exceed twelve (12)
25 months. An employee returning to work from a leave of absence must report for work within
26 twenty-four (24) hours of the final date of the leave or be subject to termination. Medical leave
27 of absences not otherwise covered, may be requested on a year to year basis.

28 The employee shall not accumulate benefits or seniority during such absence and shall be
29 reinstated to a similar position in accordance with their prior work experience upon termination
30 of the leave of absence. Employee must notify the District of their intent to return by February
31 1st of the year the employee is on leave of absence. Once an employee returns from said unpaid
32 leave, the employee may not apply for another leave of absence for three (3) years. An employee

1 requesting a leave of absence to accept another position within the district will receive pay and
2 benefits appropriate to the position accepted.

3 **Section 10.16 Paid Family and Medical Leave (PFML)**

4 As allowed by law, the state will provide PFML benefits to eligible employees. Paid Family and
5 Medical Leave (PFML) eligibility and benefits will be determined by the Washington State
6 Family and Medical Leave and Insurance Act as per RCW 50A.04. Such leave shall be used
7 consecutively with the employee's other leave entitlements unless the employee elects otherwise.
8

9 **ARTICLE XI - DISCRIMINATION/AFFIRMATIVE ACTION**

10 **Section 11.1 Non - Discrimination**

11 Neither the District nor the Association shall discriminate against any employee subject to this
12 Agreement on the basis of race, creed, color, sex, national origin, religion, age, marital status,
13 honorably discharged veteran, military status, sexual orientation including gender expression or
14 identity, the presence of any sensory, mental, or physical disability or the use of a trained dog
15 guide or service animal by a person with a disability in its programs and activities and provide
16 equal access to the Boy Scouts and other designated youth groups, or as otherwise provided by
17 law.
18

19 **ARTICLE XII - ASSOCIATION ACTIVITIES**

20 **Section 12.1 Association Activities**

21 Association activities permitted without loss of pay, on the part of District's employees, during
22 working hours and on the District's premises shall be limited to the following:

- 23 1. Grievance Hearings.
- 24 2. Labor/Management Meetings.
- 25 3. Arbitration Hearings.
- 26 4. Attendance at negotiating meetings with the District.
- 27 5. Posting of notices and distribution of literature in the building in which the employee
28 works.
- 29 6. District New Employee Orientation Day(s) for the purpose of sharing
30 information about the Association.

1 **Section 12.2 Access to Premises**

2 Representatives of the Association may have access to the District premises if approved by the
3 Superintendent or designee. This privilege shall be exercised so that no time is lost to the
4 District.

5 **Section 12.3 Access to New Employees**

6 The District will provide PSE reasonable access to new employees of the bargaining unit for the
7 purposes of presenting information about PSE to the new employee. No employee may be
8 mandated to attend the meeting or presentation. “Reasonable access” for the purpose of this
9 section means the access to the new employee occurs within ninety (90) days of the employee’s
10 start date of a position within the bargaining unit. Access is for no less than thirty (30) minutes;
11 and the access occurs during the new employee’s regular work hours at the employee’s regular
12 worksite, or at a location mutually agreed to by the District and PSE. (reference RCW 41.56.037
13 and SB 6229)

14 **Section 12.4 Use of Mail System**

15 The Association shall have the right to reasonable use of the intra-district mail service, email,
16 and classified mailboxes for communication with its members. An Association representative
17 shall have the responsibility for sorting and placing the mail in boxes. Distribution of materials
18 in classified staff mailboxes must occur outside of regular work time.

19
20 **ARTICLE XIII- JOB OPENINGS, HIRING, PROBATION AND LAYOFFS**

21 **Section 13.1 Seniority and Hire Date Definition**

22 Seniority means length of continuous service within the bargaining unit. Employees on approved
23 leave will not be considered to have a break in service. Employees on leave of absence retain
24 but do not accrue seniority. The hire date of an employee shall be established as of the date on
25 which he/she began continuous employment as a regular employee by the District (hereinafter
26 referred to as “hire date”). Two or more employees hired on the same date shall draw for
27 seniority by names in the presence of representatives from the Association and the District.

28 **Section 13.2 Seniority List**

29 A seniority list will be maintained in the Human Resources office covering the employees of the
30 bargaining unit. This list will be available upon request.

31 **Section 13.3 Loss of Seniority Rights**

32 Seniority rights of an employee shall be lost for the following reason without limitations:

- 1 A. Resignation;
- 2 B. Discharge for just cause; or
- 3 C. Retirement

4 **Section 13.3.1 Retention of Seniority Rights**

5 Seniority Rights shall not be lost for the following reasons, without limitations.

- 6 A. Time spent on leave for industrial accidents, industrial illness, or judicial leave;
- 7 B. Time spent on leave of absence granted for purposes of serving in the Armed Forces of
- 8 the United States
- 9 C. Time spent on other authorized leave; or
- 10 D. Time spent in reduction in force status as hereinafter provided

11 **Section 13.4 Job Opening**

12 Whenever a job opening occurs which is more than two (2) hours per day, the opening shall be
13 posted on the District website for a minimum of five (5) work days. The District shall send a
14 copy of the posting to the Association President on the first day of posting. During this period,
15 employees who wish to apply for that opening must follow the procedure as outlined in the
16 Notice of Opening.

17 **Section 13.5 Hiring**

18 Selection and assignment of an employee to a new or open position shall be made by the District
19 according to ability, qualifications and performance. If the hiring supervisor chooses not to
20 interview an employee in this bargaining unit, the employee will be notified. If equal to a junior
21 employee, the most senior employee will have preferential rights to the position. If the District
22 determines that seniority rights should not govern because a junior employee possesses ability,
23 qualifications and performance greater than a senior employee, the hiring supervisor will meet
24 with the employee to give his/her reason(s) why the senior employee has been bypassed. The
25 District shall send a notice to the Association President of the fact that a senior employee has
26 been bypassed.

27 **Section 13.6 Probation**

28 New employees shall be placed on a ninety (90) work day probationary period. No later than
29 the end of the initial ninety (90) work day probationary period, the employee shall receive an
30 evaluation. Upon mutual agreement between the District and the Union, the initial probationary
31 period may be extended an additional forty (40) work days. The employee has the right to provide
32 the District with past work experience history for possible placement at a higher step on the wage

1 schedule. Upon completion of their entire probationary period Human Resources will determine
2 if the prior work experience will be accepted for placing the employee on a higher step of the
3 job classification, in accordance with Section 6.4 Salary Schedule Placement. During this
4 probationary period, the District may terminate the employment of such employee at its
5 discretion. Upon completion of the probationary period, the employee will be subject to all rights
6 and duties contained in this Agreement retroactive to the hire date. It is the employee's
7 responsibility to confirm that their salary is correct through the regular review of documents
8 provided.

9 **Section 13.7 Change in Job and/or Job Classification**

10 A change in job and/or job classification shall be considered temporary for a period of thirty
11 (30) workdays from the date of such change. Within the thirty (30) work day period, if the
12 employee decides not to continue the job or the District decides the employee is unsuited for the
13 job, the employee shall go on layoff status, retaining accrued seniority, for one (1) year, but shall
14 not have bumping rights. The employee shall be allowed to apply for any new or open position.
15 Any time during the thirty (30) day period, by mutual agreement, the thirty days may be waived.

16 **Section 13.8 Summer Employment**

17 The District may have summer employment and may provide such employment as follows:

- 18 a. The summer employment offered must be work covered by this collective bargaining
19 agreement. The association president will be notified of the summer work.
- 20 b. All employees who wish to be considered for summer work shall follow the procedures
21 outlined in the Notice of Opening.

22 **Section 13.9 Layoffs**

23 In the event of layoff, employees so affected are to be placed on a re-employment list maintained
24 by the District according to layoff ranking. Such employees are to have priority in filling an
25 opening in the employee's classification level held prior to layoff in compliance with Section
26 14.1 (Seniority and Hire Date Definition) of this Agreement. Names shall remain on the re-
27 employment list for one (1) year. The District will notify the Association President on or before
28 June 1st of impending layoffs when possible.

29 A. The terms "layoff" and "reduction in force" are considered to be synonymous. The above
30 terms refer to action taken by the District to reduce classified staffing hours due to operational
31 or financial need as determined by the District. Layoffs shall begin at the bottom of the
32 seniority list and start up, in the affected job classification level, based on assignment.

1 B. Bumping: Whenever a classified employee's position or part of their assignment is laid off
2 or reduced resulting in loss of one (1) hour or more, the employee is eligible for "bumping
3 rights". "Bumping rights" are as follows:

4 a. Employees with the earliest adjusted seniority date within the affected job
5 classification level or assignment, shall have preferential rights regarding layoffs
6 when qualifications, ability and performance are substantially equal.

7 b. The most senior employees shall have the right to "bump" an employee with less
8 seniority within the same job classification level who are assigned the same or fewer
9 amount of total hours. For example, a six (6.0) hour employee who will suffer a two
10 (2) hour reduction in hours as determined by the District, may bump a less senior
11 employee in the same job classification level who has been assigned six (6.0) hours
12 or less.

13 c. Employees shall not bump into a position that has more hours or into an assignment
14 within the classification level in which they do not meet the minimum qualifications. .

15 **Section 13.9.1 Notification to District**

16 Employees on layoff status shall provide the District with their current addresses and telephone
17 number(s). Employees may provide a current e-mail address to the District. All information and
18 preference of notification method must be provided in writing to the district personnel office. It
19 is the employees' responsibility to notify the District in writing of any change of address, phone
20 number(s) or e-mail address.

21 **Section 13.9.2 Forfeiture of Re-employment Rights**

22 An employee shall forfeit rights to re-employment as provided in Section 14.9, if the employee
23 does not comply with the requirements of Section 14.9.3, or if the employee does not respond to
24 the offer of re-employment within seven (7) calendar days.

25 **Section 13.9.3 Forfeiture of Accrued Benefits**

26 An employee on layoff status who does not respond to an offer of re-employment forfeits
27 seniority and all other accrued benefits; provided, that such employee is offered a position
28 substantially equal to that held prior to layoff.

29 **Section 13.10 New Job Position**

30 When a job within the bargaining group encompassed by this contract and not listed on the wage
31 schedule attached hereto is established, the District may create a job position and designate a

1 rate of pay for the position. The District shall notify the Association in writing of new positions
2 prior to placement on Schedule A, B, C and D. In the event the Association does not agree that
3 the placement of the new position is appropriate, the Association shall have the right to submit
4 the issue for negotiations.

5 **Section 13.11 Washington School District Experience**

6 When an employee leaves one school district within the State of Washington and commences
7 employment with the Wenatchee School District, the employee shall retain the same seniority,
8 leave benefits, and other benefits that the employee had in his or her previous position:
9 PROVIDED, That classified employees who transfer between districts after July 28, 1985, shall
10 not retain any rights other than longevity when leaving one school district and beginning
11 employment with the Wenatchee School District. If the Wenatchee School District has a
12 different system for computing seniority, leave benefits and other benefits, then the employee
13 shall be granted the same longevity seniority, leave benefits and other benefits as a person in that
14 district who has similar occupational status and total years of service. (Language from RCW
15 28A.400.300)

16 **Section 13.12 Evaluations**

17 Each employee's performance shall be evaluated annually by the building/program administrator
18 or program director. Bargaining unit members will not administer evaluations. Performance
19 evaluation shall fairly and accurately reflect each employee's actual duty performance of his or
20 her job description. Every effort will be made to provide employees with adequate time to
21 correct performance deficiencies. Each supervisor shall address concerns as they come up
22 throughout the year with the employee.

23 **Section 13.12.1. Evaluation Forms.**

24 Changes to the evaluation form will be brought to the Union for a collaborative
25 discussion.

26 **Section 13.13 Job Placement/Position Reclassification Committee and Process**

27 The parties agree to form a Reclassification Committee to review requests from employees or
28 administrators as to the employee's position, classification, or salary placement level. The
29 Reclassification Committee shall consist of no more than five (5) bargaining unit members and
30 five (5) district administrative personnel.

1 Employees or administrators shall submit a written request with remedy sought and supporting
2 documentation to the Human Resources Director and Association President by January 15th of
3 each year.

4 The Reclassification Committee shall meet annually as needed during this time to evaluate
5 requests and may request to meet with the employee or administrator for additional
6 information. The Reclassification Committee shall provide a written recommendation including
7 rationale for any approval or denial to the Superintendent or designee and the respective
8 employee by March 15th.

9 The Superintendent or designee shall have thirty (30) calendar days to review the committee's
10 recommendations and make a final determination. Written notification will be provided to the
11 committee and the respective employee including a rationale for any approval or
12 denial. Approved changes will be implemented September 1st of the following school year.
13 Those not granted classification change may re-apply after two (2) years.

14 **ARTICLE XIV DISCIPLINE AND DISCHARGE**

15 **Section 14.1 Discipline**

16 The District shall have the right to discipline or discharge an employee for cause. Disciplinary
17 action may be imposed by the District upon an employee only for failing to fulfill responsibilities
18 as an employee. Any disciplinary action or measure imposed upon an employee may be
19 processed as a grievance through the regular grievance procedure hereinafter-provided. If the
20 District has reason to reprimand an employee it shall be done in a manner that will not embarrass
21 the employee before other employees or the public. The employee may have Association
22 representatives present if the employee wishes to review a written reprimand with their
23 immediate supervisor

24 **Section 14.2 Progressive Discipline Action Steps**

25 Discipline shall only be for just cause. The District agrees to use the principles of progressive
26 discipline, except in the case of gross misconduct, insubordination, employee dishonesty, or
27 where the offense merits other discipline. Progressive discipline shall include:
28

- 29 1. Oral Reprimand – With Written Confirmation
- 30 2. Written Reprimand
- 31 3. Suspension Without Pay
- 32 4. Discharge

1 Any such discipline or discharge shall be subject to the grievance procedure provided for in this
2 Agreement.

3 1. Oral/Verbal Reprimand.

4 Management has the responsibility to discuss areas of concern necessitating corrective action by
5 the employee and providing that employee an opportunity to correct the situation. The employee
6 shall be provided a written confirmation of the discussion, which shall be relied upon to establish
7 that the employee has been made aware of their obligations and responsibilities. Written
8 confirmation shall explain the nature of the problem and a specific outline for correction of the
9 problem. This record shall be made part of the employee's personnel file.

10 2. Written Reprimand.

11 A written reprimand is a disciplinary notice in writing, which shall include an explanation of the
12 deficiency or misconduct to be corrected and a specific outline for correction of the problem.
13 This record shall be made a part of the employee's personnel file.

14 3. Suspension Without Pay

15 In the case of suspension without pay, any employee shall, unless otherwise provided herein, be
16 entitled to a written notice of the charges against him/her; and when the suspension without pay
17 shall begin. The employee has the right to representation at any hearings. This record shall be
18 made a part of the employee's personnel file.

19 4. Discharge

20 In the case of discharge, any employee shall, unless otherwise provided herein, be entitled to a
21 written notice of the charges against him/her; and when the discharge shall begin. The employee
22 has the right to representation at any hearings.

23
24 **ARTICLE XV GRIEVANCE PROCEDURE**

25 **Section 15.1 Disagreements**

26 Any grievance or dispute which may arise between the District and the Association or an
27 employee within the bargaining unit, with respect to the application or interpretation of this
28 Agreement, shall be resolved under this Grievance Procedure. Every individual and the
29 Association covered by this Agreement shall have the right to present grievances as herein
30 defined in accordance with the procedures herein set forth. All matters relating to a specific
31 grievance shall be confidential information and shall not be unnecessarily or indiscriminately
32 related, disclosed or divulged by any participant to the grievance. All documents,

1 communications and records dealing with grievances and their adjustments shall be filed
2 separately from the grievant's personal file.

3 **Section 15.2 Timelines**

4 Any grievance which is not timely filed or pursued in accordance with these procedures, or
5 within the time limit specified, shall be waived and the right to pursue said grievance will be
6 barred, provided that the time limits may be extended by mutual agreement. If, after timely filing
7 a grievance, appropriate action is not taken by the administrator required to take action, the
8 grievance may be advanced to the next appropriate level. Workdays for the purpose of this
9 agreement shall mean a day of the year with the exception of holidays (those recognized as a
10 part of this agreement), weekends and spring and winter breaks.

11 If there is a grievance during the summer months and one of the parties is unavailable, timelines
12 may be held in abeyance as mutually agreed. Abeyance must be confirmed in writing by the
13 parties.

14 **Section 15.3 Grievance Steps**

15 **Step One.** The grievant shall first discuss the grievance with the appropriate administrator. The
16 employee may request to be accompanied by an Association representative at such discussion.
17 All grievances not brought to the appropriate administrator under Step One within fifteen (15)
18 workdays of the occurrence of the grievance, or reasonable knowledge thereof, shall be waived
19 by the grievant. An administrator receiving a grievance as herein provided shall respond to the
20 grievant within fifteen (15) workdays from the receipt of the grievance.

21 **Step Two.** If the grievance is not resolved at the completion of Step One, the grievant shall
22 reduce the grievance to writing within fifteen (15) workdays. The written grievance shall contain
23 the following:

- 24 A. The facts on which the grievance is based.
25 B. A reference to the provisions in this Agreement, which have allegedly been violated.
26 C. The remedy sought.

27 The written statement of grievance shall be submitted to the immediate supervisor for
28 reconsideration and a copy sent to the District Human Resources Office. The supervisor will
29 have fifteen (15) workdays from submission of the written statement of grievance to resolve it
30 by indicating the disposition in writing.

31 **Step Three.** If the grievance is not resolved at the completion of Step Two, and the chapter
32 validates the grievance, the written statement of grievance shall be presented by the grievant

1 and/or Association representative, and if the employee desires the employee Association
2 representative, to the District Superintendent/or designee within ten (10) workdays. The District
3 Superintendent/or designee shall respond in writing within ten (10) workdays of the hearing as
4 to the disposition of the grievance.

5 **Step Four.** If the grievance is still unresolved the grievant and/or Association representative has
6 twenty (20) workdays to notify the District Personnel Office in writing of its intent to go to
7 arbitration.

8 The dispute, claim or grievance arising out of the interpretation or the application of this
9 agreement shall be submitted to the American Arbitration Association under voluntary
10 arbitration rules, unless mutually agreed otherwise.

11 The decision of the arbitrator shall be final and binding on the parties. Expenses for the
12 arbitrator's services and proceedings shall be borne equally by the District and the Association.
13 Each party shall be responsible for compensating its own representative and witnesses.

14 Arbitration hearings normally will be held during working hours where practical. Employees
15 whose attendance as witnesses is required at hearings during their regular working hours shall
16 be on employer time when appearing at the hearing, provided the time spent as a witness is part
17 of the employee's regular working hours.

18 19 **ARTICLE XVI NO STRIKE CLAUSE**

20 The Association agrees that during the term of this Agreement it will not encourage, condone,
21 or participate in any strike, slowdown, complete or partial refusal to perform work, or any other
22 type of concerted work stoppage. It is agreed that such activity is specifically prohibited during
23 the term of this Agreement. It is agreed that participation by an employee in such prohibited
24 activity is cause for discipline, including dismissal.

25 In the event such prohibited activity occurs, the District will notify the Association of such, and
26 the Association agrees that it will take immediate action to end such prohibited activity. The
27 failure or reluctance of the Association to take such immediate action constitutes evidence that
28 the Association is encouraging, condoning and participating in such prohibited activity. The
29 Association agrees that the violation of this Article by the Association or the membership shall
30 automatically terminate this Agreement.

1
2 **ARTICLE XVII TERM AND SEPARABILITY OF PROVISIONS**

3 **Section 17.1 Term of Agreement**

4 This Agreement shall remain in full force and effect from September 1, 2023 until August 31,
5 2025. Salaries in Schedules A, B, C and D and Health Benefits shall be adjusted for each school
6 year in accordance with Section 6.1 Salaries and Section 6.9 Health Benefits. Wage increases
7 will be retroactive to September 1, 2023 on all contract time.

8 **Section 17.2 Provisions**

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

10 **Section 17.3 Openers**

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

13 **Section 17.4 Unlawful Provisions**

14 If any provision of this Agreement or the application of any provision is held invalid or unlawful
15 by any court of competent jurisdiction, the remainder of this Agreement shall not be affected
16 thereby and shall be deemed valid and enforceable.

17 **Section 17.5 Conflicts with Statute**

18 Neither party shall be compelled to comply to any provision of this Agreement which conflicts
19 with State or Federal Statutes or regulations promulgated pursuant thereto.

20 **Section 17.6 Re-negotiating**

21 In the event either of the two (2) previous sections is determined to apply to any provisions of
22 this Agreement, such provisions shall be renegotiated pursuant to Section 18.3.

23 **Section 17.7 Waiver Bill**

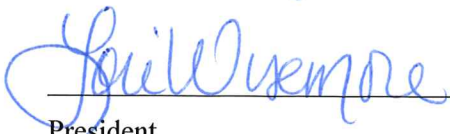
24 The District will notify the Association President of any principal requests for statutory or
25 regulatory waivers.


26
27 Dated this _____ day of
28 _____, 2023

WENATCHEE ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES
an affiliate of
PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU Local 1948


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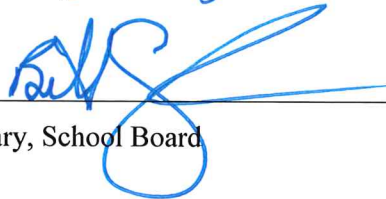
Dated this 27th day of
June, 2023

BY: 
President


Vice President

WENATCHEE SCHOOL DISTRICT #246

BY: 
Chairperson, School Board


Secretary, School Board