

2017-2020
Contract

Between

REARDAN-EDWALL CLASSIFIED EMPLOYEES
ASSOCIATION
(RECLA)

And

REARDAN-EDWALL SCHOOL DISTRICT #009

Effective September 1, 2017 through August 31, 2020

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45 SECTION 1.4 – Dues/Representation/Service Fees

46 Each employee subject to this agreement, as a condition of employment, will
47 contribute to the association by choosing one of the options below, by signing an
48 authorization card, within thirty (30) calendar days of the effective date of this agreement,
49 or within thirty (30) calendar days of the hire date, whichever is applicable.
50

51 1. Association Membership

52 As a condition of employment, each new employee may choose to become an
53 Association member in good standing by paying monthly dues. Maintaining
54 membership with the Association entitles the member to additional benefits such
55 as holding office, voting, attending meetings and social events sponsored by
56 RECLA.

57 2. Representation Fee

58 Employees will have the option of declining to participate as a member of the
59 Association, yet contribute financially to the activities of the Association for
60 representation of such employee as a member of the Collective Bargaining Unit.
61 Therefore as a condition of employment, as an alternative to, and in lieu of the
62 membership requirements of Section 1.4 above, an employee who declines
63 membership in the Association will pay to the Association, each month, the
64 representation fee as a contribution towards the administration of this agreement
65 in an amount equal to the monthly dues, less assessments and/or political
66 contributions. This fee will be collected in the same manner as monthly dues.

67 3. Religious Non-Association

68 Nothing contained in this agreement will require Association membership of
69 employees who object to such membership based on bona fide religious tenets
70 or teachings of a church or religious body of which such employee is a member.
71 Such employee, as a condition of employment, will pay a service charge amount
72 equivalent to normal dues to a non-religious charity or other charitable
73 organization mutually agreed upon by the employee and the Association.
74

75 An employee seeking to exercise the right to religious non-association will notify
76 the local Association President in writing of the desire to do so, with a copy of the
77 notification provided to the employer's payroll office. The notification will state the basis
78 for the employee's assertion of the right to religious non-association, and the non-religious
79 charity agreed to by the Association President, to which the employee desires contributions
80 to be made. At the time notification is given, the objecting employee shall execute a payroll
81 deduction authorization form in favor of the selected charity. If there is a dispute regarding
82 the employee's eligibility for religious non-association, or the charity to which
83 contributions will be paid, the employer will commence withholding an amount equal to
84 Association dues which the employee would be otherwise obligated to pay and these dues
85 will be held by the employer until the dispute is resolved. Upon resolution the amounts will
86 be paid to the appropriate entity. If the employee and the Association cannot agree, the
87 dispute will be resolved by the Public Employees Relation Commission (PERC) pursuant to
88 RCW 41.56.122

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90

91 SECTION 1.5

92 Following ratification, the RECLA shall prepare and print sufficient copies of this
93 agreement if requested. The contract will be posted on the District web page at
94 www.reardan.net The District will notify new employees where to find a copy of this
95 agreement.

96

97 SECTION 1.6

98 This agreement shall be governed and construed according to the Constitution and
99 Laws of the State of Washington and the United States. If any provision of this
100 agreement, or any application of this agreement to any employee or groups of employees
101 covered hereby shall be found contrary to law by a tribunal of competent jurisdiction,
102 such provisions or application shall have effect only to the extent permitted by law, and
103 all other provisions of the agreement shall continue to full force and effect. In the event a
104 provision(s) is (are) determined to be contrary to law such provision shall be renegotiated.
105 Negotiations shall commence within two (2) weeks after receipt of the written tribunal
106 decision.

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ARTICLE II
RIGHTS OF THE EMPLOYER

110

111 SECTION 2.1

112 It is agreed that the customary and usual rights, powers, functions and authority of
113 management are vested in management officials of the District. Included in these rights,
114 in accordance with and subject to applicable laws, regulations, and the provisions of this
115 agreement, is the right to direct the work force, the right to hire, promote, retain, transfer
116 and assign employees in positions; the right to suspend, discharge, demote, or take other
117 disciplinary action against employees from duties because of insufficient work or other
118 legitimate reasons with proper documentation. The District shall retain the right to
119 maintain efficiency of the District operations by determining the methods, means, and the
120 personnel by which operations undertaken by the employees in the unit are to be
121 conducted.

122

123 SECTION 2.2

124 The right to make reasonable rules and regulations shall be considered
125 acknowledged functions of the District.

126

127 SECTION 2.3

128 The District shall be promptly informed by the RECLA of any concerns of the
129 classified personnel in the bargaining unit.

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131 SECTION 2.4

132 The Superintendent and the RECLA shall meet when deemed necessary to discuss
133 matters of concern.

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ARTICLE III
RIGHTS OF THE EMPLOYEES

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SECTION 3.1

It is agreed that all employees subject to this agreement shall have and shall be protected in the exercise of the right, freely and without fear or penalty of reprisal, to join and assist the RECLA. The District shall take or refrain from whatever action is necessary in order to assure employees that no interference, restraint, coercion, or discrimination is allowed by district employees to encourage or discourage membership in any employee organization.

SECTION 3.2

Each employee shall have the right to bring matters of personal concern to the attention of appropriate RECLA representatives and/or appropriate officials of the District.

SECTION 3.3

Employees subject to this agreement have the right to have another member of RECLA present during any disciplinary action and/or performance review. The meeting cannot be delayed due to the unavailability of a specific RECLA member.

SECTION 3.4

Neither the District nor the RECLA shall discriminate against any employee subject to this agreement on the basis of race, creed, color, sex, religion, age, or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

The private and personal lives of employees are not within the appropriate concern or attention of the District provided the employee's job performance is not adversely affected.

SECTION 3.5

Employees, upon request, have the right to inspect all contents of their complete personnel file kept with the District. Another person may be present at this review at the employee's request. A copy, at the District's expense, of any documents contained therein shall be afforded the employee. Copies of any document used to establish cause for any adverse change in contract status shall be included in the District personnel file.

No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner may be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.

SECTION 3.6

An employee who is resigning shall give two (2) weeks' notice or they may be subject to a forfeiture of one (1) week's pay.

182 SECTION 3.7

183 Any complaint not called to the attention of the employee may not be used as the
184 basis for any disciplinary action against the employee.

185 SECTION 3.8

186 All monitoring or observation of the work performance of an employee shall be
187 conducted openly and with knowledge of the employee. Video surveillance cameras are
188 present in many areas of the district and may be used to document disciplinary issues.

189 In addition, all criteria for evaluations shall be established in accordance with the
190 accepted job description. Employees shall be evaluated by their immediate supervisor (s)
191 and given a copy of any evaluation within five (5) days of the completion of the evaluation.
192 Drop-in and unannounced observations are acceptable under this clause of the contract.

193 SECTION 3.9

194 Within the first week of hire, employees shall be given a job description signed by
195 the Superintendent and employee which includes the criteria that will be evaluated during
196 any monitoring or observation of his/her work performance. One (1) full day of paid
197 orientation may be conducted at the discretion of the employees' supervisor.

198
199 ARTICLE IV
200 RIGHTS OF THE RECLA
201

202 SECTION 4.1

203 The RECLA has the right and responsibility to represent the interest of all classified
204 employees of the bargaining unit in the District; to present its views to the District on
205 matters of concern, either orally or in writing.
206

207 SECTION 4.2

208 The District shall provide a bulletin board space in both the elementary and the high
209 school for the use of the RECLA. The bulletins posted by the RECLA are the responsibility
210 of the officials of the RECLA. Each bulletin shall be hand signed by the RECLA official
211 responsible for its posting and a copy given to the Superintendent. Unsigned notices or
212 bulletins may not be posted. There shall be no other distribution or posting by employees or
213 the RECLA of pamphlets, advertising, political matters, notices of any kind, or literature on
214 District property, other than herein provided. The responsibility for the prompt removal of
215 notices from the bulletin board after they have served their purpose shall rest with the
216 individual who posted such notices.
217

218 SECTION 4.3

219 The District agrees to furnish to the RECLA in response to reasonable requests all
220 available information concerning the financial resources of the District.
221

222 SECTION 4.4

223 Representatives of the RECLA shall be permitted to transact official RECLA
224 business on school property with prior Superintendent approval when such activity least
225 interferes with any school employee's assigned duties or with any school use of the
226 facilities. RECLA representatives may use District office equipment as provided by law.
227 Reimbursement of the cost of supplies used will be the responsibility of RECLA.

ARTICLE V
HOURS OF WORK AND OVERTIME

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SECTION 5.1

The normal work schedule shall consist of five (5) workdays a week. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. The work schedule is at the discretion of the District.

Hourly employees will work the daily contracted number of hours. In the event of an early release or late start, hourly employees will work their full number of assigned hours. If they choose to end their shift early (with supervisor approval) they will use leave to cover the missed hours of work (comp. time, sick leave, personal leave, or vacation) or keep time sheets detailing the additional hours worked to make up the difference in hours.

SECTION 5.2

The district recognizes the need for extra time to help accomplish our mission. Overtime and/or Compensation time will be calculated in accordance with the Fair Labor Standards Act (FLSA). Overtime pay or Compensation time shall be agreed upon by the employee and approved by the Superintendent prior to the commencement of the work. All employees will be given a copy of accrued compensation time upon request and at the end of the school year. When an employee uses compensation or vacation time, a substitute may be hired to alleviate accumulation of workload upon returning to work.

There will be a minimum 2 hour call out for employees called to return to work after their shift is completed. Time begins from the employee's doorstep to return to doorstep (not including personal errands.)

Sunset Clause – Maintenance employee Jay Warwick shall be given an annual prepaid stipend of \$7920 which shall include up to 100 hours of overtime per year. The employee shall document overtime hours worked on his monthly timesheet. He will be “on call” 24 hours per day including leave time and weekends. This paragraph of the agreement terminates when the continuous employment with the district terminates for any reason and is not transferrable to another employee.

SECTION 5.3

Each employee assigned a shift of more than five (5) hours per day shall receive a thirty minute uninterrupted lunch period and one ten minute break. The unpaid lunch period will be near the middle of the shift as possible and the paid breaks will be placed before and after lunch period.

SECTION 5.4

Temporary reassignment – If an employee is asked to cover for another employee for one day or less, there shall be no changes in the employee's salary.

Short-term reassignment - If an employee is reassigned to a different classification for a period between two (2) and thirty (30) days, the employee's hourly wage will be paid the higher of the current salary classification or the temporary assignment at the employee's current years of experience.

272 Permanent reassignment – Employees whose job category changes for a period of 30 days
273 or more will be placed on the salary schedule based on their qualifications and experience
274 for that classification.
275

276 SECTION 5.5

277 Classified personnel, when acting in accordance with assigned duties for the
278 District, will be reimbursed for the use of a personal car at a mileage rate equal to the
279 business deduction rate established for federal income tax returns for the previous year.
280 When practical a district car will be used.
281

282 SECTION 5.6

283 Classified employees shall receive his/her hourly wage when required to attend
284 District meetings or attend classes necessary to remain current for certification (i.e. First
285 Aid, etc.). The District will pay for all registration fees of any required certification course.
286

287 SECTION 5.7

288 The job category of school secretary will be 210 days annually. It will include a
289 minimum of 210 days working at least 10 school days after school ends and before school
290 begins. Secretaries will coordinate to open the school offices on one day per week during
291 the remainder of the summer (end of June through the 1st of August.)
292

293 ARTICLE VI
294 EMPLOYMENT NOTIFICATION

295 SECTION 6.1

296 The District shall notify employees of intent to rehire for the next school year at
297 least two (2) weeks prior to the employee’s last working day of the current year.
298

299 ARTICLE VII
300 VACATIONS AND HOLIDAYS

301
302 SECTION 7.1

303 Each twelve (12) month employee (as defined by those working a 2080 hour school
304 year shall be granted annual vacation on the following:

<u>Years Completed In District</u>	<u>Vacation Accrual Rate Basis</u>
305 1 – 5 Years	306 10 Days per Year
307 6 – 10 Years	307 15 Days per Year
308 11 – Or More Years	308 20 Days per Year

309
310 Full time employees may take vacation time after six (6) months on a pro-rated
311 basis. Vacations shall be scheduled at times when normal activities required of the
312 employee will be least disrupted.

313 It is mutually agreed that vacations shall be granted at the request of the employee
314 provided the employee’s absence will not disrupt the normal operation of the District.
315 Simultaneous vacation leaves will be granted to a maximum of two employees in similar
316 job classifications. Vacation leaves to be used in increments of two (2) days or less shall
317 normally be requested a week in advance of the vacation date. Vacation leave to be taken

318 during the summer months shall be requested by May 1st of each year. Seniority will
319 determine which employee shall be awarded vacation dates if two or more employees
320 request the same time off. Vacations for 12 month employees will not be used during the
321 first week or the last week of school or the last two weeks of August. Vacations dates
322 requested after May 1st shall be awarded on a first come-first served basis. Scheduled and
323 approved vacation leave that is cancelled by the district due to critical needs of the District
324 may be rescheduled, carried over, or cashed out at the option of the employee.
325

326 Vacation is to be used annually by December 31 of the year following the contract
327 year in which the leave was earned or it shall be considered as forfeited; provided, however,
328 that exceptions may be made with prior approval of the Superintendent. RECLA members
329 may cash out up to 50% of annually accrued vacation days (in the year earned) at a per
330 diem rate of pay.
331

332 SECTION 7.2

333 All regular classified employees shall be paid for Christmas Day and Thanksgiving
334 Day (at their regularly scheduled number of hours per day) after one full year of
335 employment with the Reardan-Edwall School District.

336 Full time classified employees (as defined by those working a 2080 hour school
337 year) shall also receive the following paid holidays:
338

- | | |
|-------------------------------|---------------------------|
| 1. Fourth of July | 7. Christmas Day |
| 2. Labor Day | 8. New Year's Day |
| 3. Veteran's Day | 9. Martin Luther King Day |
| 4. Thanksgiving Day | 10. Memorial Day |
| 5. Day following Thanksgiving | 11. President's Day |
| 6. Christmas Eve Day | |

339 Whenever a paid holiday falls on Saturday, the preceding Friday shall be recognized as the
340 holiday, and whenever the paid holiday falls on Sunday, the following Monday shall be so
341 observed, unless otherwise prescribed by law or general trend.
342
343

344 ARTICLE VIII
345 LEAVES

346 SECTION 8.1 – Sick Leave

347 A regular employee (normally defined as an employee who works 180 days or more per
348 school year) will earn not more than 12 days per year of sick leave.

349 For some employees, the number of hours earned per year may change with the number
350 of hours they work and earn. All computer records are kept on an hourly basis. Sick leave may
351 be used for medical, vision or dental for self, spouse, children, parents, grandparents or
352 grandchildren.

353 Up to three (3) additional days of paid sick leave per school year shall be granted for
354 serious illness for members of immediate family to include spouse, child, parent, parent-in-law,
355 sister, brother, sister-in-law, brother-in-law, uncle, aunt, grandparent or grandchild. These three
356 (3) days can be used prior to using your cumulative sick leave. This leave (serious illness) is

357 non-cumulative and NOT three (3) days of each item BUT a total of three (3) days. *Serious*
358 *illness is defined as any illness or accident serious enough to cause documented confinement to*
359 *a hospital.*

360 SECTION 8.2 – Sick Leave Buy-Back

361 Commencing in January of 1994, each eligible, current employee of the School
362 District may elect to convert excess sick leave to monetary compensation. Eligible employees,
363 excess sick leave and the conversion of excess sick leave to monetary compensation shall be
364 determined as follows.

365
366 Eligible Employees:

367 In order to be eligible to convert excess sick leave days to monetary compensation, an employee
368 shall have accumulated in excess of sixty (60) full days of unused sick leave at a rate of
369 accumulation no greater than one full day per month as of the end of the previous calendar year
370 and shall provide written notice to his/her employer during the month of January of his/her
371 intent to convert excess sick leave days to monetary compensation.

372 Excess Sick Leave:

373 The number of sick leave days which an eligible employee may convert shall be determined by
374 taking the number of sick leave days in excess of sixty (60) full days that were accumulated by
375 the employee during the previous calendar year at a rate of accumulation no greater than one
376 full day per month and subtracting them from the number of sick leave days used including
377 shared leave donated by the employee during the previous calendar year. The remainder, if
378 positive, shall constitute the number of sick leave days, which may be converted to monetary
379 compensation.

380 Rate of Conversion:

381 Sick leave days that are eligible for conversion shall be converted to monetary compensation at
382 the rate of twenty-five percent (25%) of an employee's current, full-time daily rate of
383 compensation for each full day of eligible sick leave. Partial days eligible sick leave shall be
384 converted on a pro-rated basis, all sick leave days converted pursuant to this section shall be
385 deducted from an employee's accumulated sick leave balance. Compensation received pursuant
386 to this section shall not be included for the purpose of computing a retirement allowance under
387 any public retirement system in this state.

388
389 At the time of separation from school district employment due to death or retirement,
390 an eligible employee or the employee's estate shall receive remuneration at the rate equal to one
391 day's current monetary compensation of the employee for each four (4) full day's accrued leave
392 for illness or injury. Moneys received under this section shall not be included for the purposes
393 of computing a retirement allowance under any public retirement system in the state. In
394 addition, an employee is also considered eligible who is separating from employment and is at
395 least fifty-five (55) years of age and has at least ten (10) years of services under the school
396 employee's retirement system Plan 3 (SERS 3), or the employee who separates from
397 employment and who is at least fifty-five (55) years of age and has at least fifteen (15) years of
398 service under the school employee's retirement system (SERS 2).

399
400 Furthermore, employees, by a majority vote of the Association, shall each year choose
401 whether employees who have a minimum balance of 180 days of sick leave as of August 31st of
402 the prior year, or employees who are retiring, or who are separating from employment as cited

403 in Section 8.2, paragraph B will be allowed to place their sick leave buyback into a VEBA III
404 plan for the payment of post-retirement medical expenses.

405 SECTION 8.3 – Bereavement Leave

406 Up to five (5) days per occurrence per year shall be granted with pay for each
407 bereavement of a relative including spouse, child, parent, parent-in-law, sister, brother, sister-in-
408 law, brother-in-law, uncle or aunt, grandparent or grandchild and up to two (2) days for other
409 relatives or friends. Such leave is non-cumulative.

410 A classified employee may take a maximum of ten (10) paid leave days per year for
411 bereavement. Extra leave without pay may be granted at the discretion of the Superintendent.

412 SECTION 8.4 - Judicial Leave

413 In the event an employee is summoned to serve as a juror, or subpoenaed witness, he/she
414 shall receive a day's pay for each day of required presence in court. No deduction from salary
415 will be made for workdays absent as a result of jury duty; however, any compensation received
416 by the employee for serving jury duty (except mileage or travel allowance) shall be remitted by
417 the employee to the district. A copy of summons must be submitted to the superintendent's
418 office.

419 SECTION 8.5 – Maternity Leave/Paternity Leave

420 An employee shall not be required to leave work at any particular time, but shall be
421 allowed to work as long as she is capable of performing the duties of her job as long as her
422 physician concurs.

423 To be entitled to maternity leave, a woman employee shall, within twenty (20) calendar
424 days following the birth of her child, notify the District of the specific day she will return to
425 work, which shall be no later than sixty (60) calendar days following the birth of her child,
426 provided she has a release from her physician. The time off will be paid, up to forty-five (45)
427 days maximum (provided she has accumulated forty-five (45) days sick leave).

428 A male employee shall be granted up to ten (10) days paternity leave. The time off will
429 be paid provided he has accumulated ten (10) days sick leave.

430 SECTION 8.6 – Military Leave

431 Classified employees shall be granted military leaves of absence when required by law
432 (RCW 38.40.060 and/or the Uniformed Services Employment and Reemployment Rights Act).

433 SECTION 8.7 – Personal Leave Days

434 Three (3) personal leave days with pay each school year will be provided if notice is
435 given, except in case of an emergency, at least one full working day prior to the leave.

436 An additional personal leave day will be granted to those employees with twelve (12)
437 years of experience-

438 Except in case of emergency, or with prior supervisor approval, personal leave will not
439 be granted the day before or the day after vacation days including Labor Day, Veteran's Day,
440 Thanksgiving, Christmas, New Year's Day, Martin Luther King's Birthday, Presidents' Day,
441 Memorial Day or Independence Day.

442 The personal leave days are subject to the availability of substitutes.

443 If leave is not used before the end of the fiscal year for full time employees and the end
444 of the school year for school time employees, you will have the following options:

- 445 A. Employee’s normal wages will be given to the employee as compensation.
 - 446 B. Remaining personal days may be carried to the following year.
- 447 No employee may have more than five (5) personal days in the bank at any given time. The
448 business office will be notified in writing by June 1 of any given year of your intention. If
449 notification is not received, you will receive compensation of personal days owed in your July
450 paycheck.
- 451 Personal leave will be granted on a first-come first-served basis. If substitutes cannot be
452 obtained, your personal leave may be denied.

453
454 SECTION 8.8 – Leave Without Pay

455 The Superintendent may grant an employee leave without pay (for non-medical purposes) for
456 up to five (5) days for major “life events.” Examples could include attending immediate family
457 events (such as a wedding, college graduation, or other special family event.) All personal and
458 vacation leave must be exhausted before the granting of leave without pay. Consideration will
459 be given to unforeseen/unplanned circumstances and history of an employee’s previous use of
460 personal, emergency, and other leaves.

461
462 SECTION 8.9 – Leaves of Absence

463 The local board of directors may grant leaves of absence without salary and benefits for
464 a period not to exceed one (1) year, but subject to renewal on recommendation of the
465 Superintendent on account of illness or health or personal hardship. For any extended leave of
466 absence, which includes the end of the school year, the employee must give the District written
467 notification by May 1 if he/she intends to return to employment for the next school year.

468 The employee will retain accrued sick leave, vested vacation rights and seniority rights
469 while on leave of absence. A person granted leave, upon returning, would be assigned the same
470 or a similar position. Vacation credits and sick leave shall not accrue while the employee is on
471 leave of absence.

472 SECTION 8.10 – Family and Medical Leave Act

473 The District agrees to comply with the terms of the Family and Medical Leave Act and
474 will provide access to the law to employees as requested.

475 For the purposes of this section, each 12-month period shall begin on September
476 1 and end on August 31 of the following year.

477 Employees are required to substitute any unused personal leave for extended
478 maternity, paternity or parental leave.

479 The FMLA shall run concurrently with other available leaves. For the purpose
480 of this section, FMLA will be administered in accordance with federal law and RESD policy
481 #5404.

482 After use of all unused personal leave, employees may, at their option; substitute up to
483 three days of unused sick leave for extended maternity, paternity, or parental leave. At the
484 option of the employee, unused accrued sick leave may be substituted for all or part of any
485 medical or disability leave, including maternity leave, or leave for an employee to care for the
486 employee’s seriously ill child, including an adopted, foster or “de facto” child.

487

488

489 SECTION 8.11 – Leave Sharing

490 Employees with at least 22 days of accumulated sick leave may donate leave to another
491 classified employee as stated in District policy 5406. The employee must maintain a minimum
492 balance of 22 days of leave in their sick leave account.

493 SECTION 8.12 – Emergency Leave

494 The District will provide two (2) days of emergency leave per year. Emergency leave is
495 defined as leave necessary to deal with unplanned, unforeseen circumstances, or where
496 planning should not relieve the necessity of the employee's absence. Emergency leave shall be
497 deducted from sick leave. There shall be no carryover of emergency leave.

498
499 ARTICLE IX
500 INSURANCE

501 SECTION 9.1

502 The District agrees to provide whatever insurance benefits are funded by the state at the
503 maximum funded by the state for all full-time regular classified employees. Employees hired
504 for regular employment on or after May 1, 2006 whose work is less than 2080 hours per year
505 shall receive a pro-rated amount as their total hours bear to 2080 hours per school year. Regular
506 employees receiving benefits as of April 30, 2006, shall be grandfathered to receive their
507 benefits prorated as their total hours bear to 1440 hours per school year.

508
509 ARTICLE X
510 DISCHARGE OF EMPLOYEES

511 SECTION 10.1

512 The District shall have the right to discipline or discharge an employee for sufficient
513 cause. The issue of sufficient cause shall be resolved in accordance with the grievance
514 procedure.

515
516 ARTICLE XI
517 RETIREMENT

518 SECTION 11.1

519 The District shall comply with reporting requirements of the Washington State Public
520 Employees' Retirement System with respect to hours worked by employee members.

521
522 ARTICLE XII
523 SENIORITY

524
525 SECTION 12.1

526 The seniority of an employee in the bargaining unit shall be established as of the first
527 day of the job in the District, unless such seniority shall be lost as here in after provided.

528 Seniority shall be transferred from one district to another according to state law (RCW
529 28A.400.300)

530
531 SECTION 12.2

532 The seniority rights of an employee shall be lost for the following reasons: resignation,
533 retirement, and discharge, lay off in excess of one (1) year.

534

535 SECTION 12.3

536 Employees within a job classification may request a change in assignment at the
537 beginning of a new school year or when an opening occurs. When the opening occurs within a
538 job classification, current employees in the same classification may request consideration to
539 change assignments through their supervisor. Additional consideration will be given to avoid
540 disruptions to students during the school year.

541 In the event of an opening within the classified staff, anyone currently employed with
542 proper district job description qualifications may apply for the position. Employees will be
543 responsible to demonstrate experience, training and/or expertise when applying for a new
544 position.

545 If two or more employees have equal qualification including previous job performance,
546 that employee with the most years of employment with the District will have first consideration.

547 Definitions:

548 Classification – A category of employees with similar duties listed on the same pay scale.
549 Examples include custodians, bus drivers, and para educators are different classifications.

550 Assignment – The particular task, duty or job station given to an employee.

551

552 SECTION 12.4

553 The District shall publicize among members of the classified staff the availability of all
554 new or open classified positions for internal transfer for five (5) working days and shall
555 consider any forthcoming internal applications before offering the position to someone not on
556 staff, unless the RECLA president agrees to not publishing the opening among classified staff
557 because no current classified employee meets the job qualifications.

558 When an employee working for the District (new or old) applies and is hired for a
559 position, he/she will serve a ninety (90) working days probationary period for evaluation
560 purposes. Probation begins each time an employee changes to a new position.

561

562 SECTION 12.5

563 In the event of lay-off, employees so affected are to be placed on a re-employment list
564 maintained by the District according to lay-off ranking based on seniority. Such employees are
565 to have priority in filling an opening in the classification they held when laid off. Names shall
566 remain on the list for one (1) year.

567

568 SECTION 12.6

569 When a lay-off is necessary in a certain job classification, the employee with the last
570 hire date in that job classification will be laid off first.

571

572 SECTION 12.7

573 Employees in the re-employment pool shall be able to continue current health and life
574 insurance benefit programs by reimbursing the premium costs to the District.

575 All benefits to which an employee was entitled at the time of his/her lay-off, including
576 unused accumulated sick leave, shall be restored to the employee upon rehire.

577

578 SECTION 12.8

579 Seniority rights shall not be lost for the following reasons, without limitation.

- 580 i. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
581 United States.
- 582 ii. Time lost by reason of industrial accident, industrial illness or jury duty;

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SECTION 12.9

Extra-curricular Activities – Custodians will be offered the opportunity to work activities that are scheduled beyond their 40 hour per week shift on a rotating basis beginning with the most senior custodian. The extra work offer will be an “all or nothing” shift. Whether the employee works or rejects the offer of extra hours, they will then be placed on the bottom of the rotation list. A time sheet is required from the custodian and is due on the first Monday after the extra hours shift.

ARTICLE XIII
SALARIES

SECTION 13.1

Wages for employees subject to this agreement are contained in Appendix “A” attached hereto and by this reference incorporated herein.

Payment shall be issued on the last non-weekend or non-holiday day of each month. All employees shall be paid by direct deposit.

All compensation owed to an employee who is leaving the District shall be paid by the end of the regular pay period.

SECTION 13.2

The monetary value of all new positions covered by this contract for which no existing classification applies shall be bargained with the RECLA.

SECTION 13.3

All classified employees shall receive all classified salary increases provided by the Washington State Legislature.

Section 13.4

When a para educator is assigned to a student with a history of inflicting injuries to previously assigned para educators, the District shall pay an enhancement of \$.50 per hour for the time assigned with the student as a direct (one-to-one) supervision. The decision to award the stipend will be made by the Superintendent after receiving recommendations from the Special Education Director and Building Principal.

ARTICLE XIV
CONTINUING EDUCATION/TRAINING

SECTION 14.1 Workshops/Conferences

Employees attending training courses required by state regulation or District policy as a condition of employment will be paid by the school district, at the employee’s regular hourly rate of pay if it is during the employee’s normal working hours, plus any fee, tuition, or transportation costs. If clock hours are purchased at any such training, payment for such hours will be the sole responsibility of the employee. If the course is taken outside the employee’s normal work hours, the District will pay the employee at his or her hourly rate for a workweek totaling forty (40) hours. If the training creates overtime the District will provide “Comp Time” at a rate of one and one-half (1 ½) times the hours extended beyond 40.

630 If additional training is optional or the employee voluntarily attends a conference, the
631 employee may request payment for conference fees and travel expenses. There is no additional
632 hourly wages or overtime paid. There will be no deductions if the conference is held during the
633 employees regularly scheduled work time for attending an approved conference or workshop.
634

635 SECTION 14.2 Training

636 The District will meet with classified staff quarterly to collaborate on training that is
637 beneficial to the District to meet applicable state and national standards and the specific needs
638 of the Reardan-Edwall School District. With this knowledge in mind, the District will provide
639 the materials and supervision to complete such training.
640

641 ARTICLE XV 642 TRANSPORTATION

643
644 Terms and Definitions:

645 Routes

- 646 1. Permanent defined as:
 - 647 a) Scheduled as a daily (or consistent) event, and
 - 648 b) Starting at or near the beginning of the year, and
 - 649 c) There is a strong likelihood the route will continue until the end of the school year.
- 650 2. Temporary defined as:
 - 651 a) Starting after the beginning of the year, or
 - 652 b) There is a strong likelihood the route will not continue until the end of the year.
- 653 3. Extracurricular

654 Activities that are outside the normal curriculum are considered extracurricular. All
655 athletics (not Physical Education) and clubs fall under this category. Field Trips
656 Trips that directly support the curriculum, are headed by a certificated teacher, and usually
657 occur during the school day are considered field trips. Benefits are provided for those drivers
658 who have permanent routes. Participation in the State retirement system will be in accordance to
659 law.

660 Management reserves the right to assign temporary routes on the most cost effective
661 basis. A temporary route may be designated at a later date as a permanent route at the discretion
662 of the Transportation Supervisor.
663

664 SECTION 15.1

665 The District will use paid designated route drivers for all extra-curricular bus trips, with
666 the following exceptions:

667 The Transportation Supervisor, the mechanics or any other volunteer driver may only be
668 assigned to trips if no route driver is available. (Only District personnel may be considered to
669 *volunteer* drive).

670 Coaches who agree to drive for their own sports teams may do that, provided that these
671 coaches may opt out of any trips they do not want to drive.

672 Supervisors of student groups or organizations may drive their supervisees, if they
673 choose to, on overnight trips or on shorter trips that can be handled by cars or vans.

674 Drivers may be passed over for taking extra-curricular trips if the trip would result in
675 overtime pay for the driver.
676

677 All extra-curricular trips that become available to route drivers will be assigned from a
678 rotating list posted in the driver's lounge. This list will be the responsibility of the
679 Transportation Secretary. A week's advanced notice; if possible, of trips and driver
680 assignments will be given. Drivers have the right to remove themselves for a specified period
681 of time from the rotating list by letter to the Transportation Supervisor.

682 All drivers on the rotating list have the option to skip a trip now and then but must make
683 an obvious effort to take the trips as they come.

684 Coaches and supervisors driving their own teams or supervisees will be paid a flat rate
685 of three (3) hours per trip with no stand-by pay, except that trips resulting in four (4) or more
686 hours driving time will be paid for actual driving time with no stand-by pay.

687 All school bus drivers will be paid their regular driving wages for actual driving time or
688 2.50 hours, whichever is greater per field trip or extra-curricular trip. All other time (stand-by)
689 will be paid at a rate of fifty cents (.50) above current minimum wage. There will be no
690 differentiation for weekends or holidays.

691 If a regular route driver takes a trip during a route time, the driver cannot be paid the
692 route time plus extra time. A 15-hour maximum per day will be imposed unless, special
693 permission is granted by the Transportation Supervisor.

694 Drivers shall be admitted without charge to the event for which they are driving, or if
695 there are charges for the event, the District shall reimburse the employee his/her costs upon
696 submission of receipts.

697

698 SECTION 15.2

699 Shifts shall be established for transportation personnel in relation to the route and
700 driving time necessary to fulfill tasks assigned by the Transportation Supervisor.

701 Bus driver personnel shall receive state minimum wage per hour for bus maintenance,
702 which will include cleaning both the inside and outside of the bus with a maximum of four (4)
703 hours per month. Any additional time is subject to Supervisor's approval. (Time slips must be
704 turned in to the Superintendent's office for payment).

705 Up to thirty (30) minutes per day at regular hourly wage will be paid for pre- and post-
706 tripping of buses. Drivers will be paid a minimum of twenty (20) minutes per week for fueling
707 at their regular driving wage.

708 Pre- and post-tripping wages will be paid for all extra-curricular trips.

709 Bus Aides shall receive one (1) hour of pay at their regular rate for travel time to and
710 from the bus compound daily.

711

712 SECTION 15.3

713 Drivers who do not house buses at their home shall be furnished transportation between
714 runs to and from the yard in which the bus or school car is housed.

715 Drivers who house buses at their home at the District's request shall be provided
716 transportation to return home between bus runs or shall receive a mileage rate equal to the
717 business deduction rate established for federal income tax returns for the previous year as
718 compensation for use of their own vehicle. Drivers using school or personal vehicles for the
719 purpose shall receive up to one (1) hour of their hourly base pay per day. Such drivers shall be
720 provided \$35.00 per month for each month the District requests the bus must be plugged in, no
721 driver shall lose pay nor be held responsible for any such bus which will not start or which
722 freezes up.

723 Time for all drivers shall begin and end at the location the bus is picked up and returned.

724

725 SECTION 15.4

726 Paid or volunteer drivers (only District personnel may be considered to *volunteer* drive)
727 for special trips that require meals and or lodging away from home shall receive compensation
728 for the same, upon presentation of receipts. Generally, if the group transported eats a meal the
729 driver may also eat and the meal will be deemed as required.

730

731 SECTION 15.5

732 The District will pay for physicals, drug/alcohol testing and CDL endorsement costs
733 required of employees to continue employment; the amount to be negotiated between the
734 District and whatever medical clinic and/or testing facility the District has arranged to do the
735 physicals and/or testing.

736

737 SECTION 15.6

738 In the event of a breakdown or other substantiated problem resulting in delays of bus
739 runs, the driver shall receive straight time for the time spent following the end of his/her regular
740 shift. Provided the additional time is in excess of one-quarter (1/4) hour. The driver shall,
741 without delay, notify the Transportation Supervisor of the problem.

742

743 SECTION 15.7

744 The District shall maintain at least two (2) radios, which can be moved from one vehicle
745 to another, for use in the District's cars and vans.

746

747 SECTION 15.8

748 At the discretion of the Transportation Supervisor, bus aides may be added temporarily
749 to those routes that require assistance with student discipline.

750

751 SECTION 15.9

752 Substitute bus drivers that accumulate one hundred (100) hours for trips and routes (to
753 include stand-by) should advance to the next pay step the following year. Such hours can be
754 accumulated from year to year to reach the 100 hours level.

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ARTICLE XVI
GRIEVANCE PROCEDURE

759 SECTION 16.1

760 Grievances or complaints arising between the District and its employees within the
761 bargaining unit defined in Article I herein, with respect to matters dealing with the
762 interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in
763 strict compliance with this Article.

764

765

766 SECTION 16.2.1

767 Employees shall first discuss the grievance with their immediate supervisor. If employees
768 so wish, they may be accompanied by an Association representative at such discussion. All
769 grievances not brought to the immediate supervisor in accordance with the preceding sentence
770 within twenty (20) days of the occurrence of the grievance shall be invalid and subject to no
771 further processing.

772

773 SECTION 16.2.2

774 If the grievance is not resolved to the employee’s satisfaction in accordance with the
775 preceding subsection, the employee shall reduce to writing a statement of the grievance
776 containing the following:

- 777 A. The facts on which the grievance is based;
- 778 B. A reference to the provisions in this Agreement which have been allegedly violated; and
- 779 C. The remedy sought.

780 The employee shall submit the written statement of grievance to the immediate supervisor for
781 reconsideration and shall submit a copy to the Superintendent. The parties will have five (5)
782 working days from submission of a written statement of grievance to resolve it by indicating on
783 the statement of grievance the disposition. If an agreeable disposition is made, all parties to the
784 grievance shall sign it.

785 SECTION 16.2.3

787 If no settlement has been reached within the five (5) days referred to in the preceding
788 subsection, and the Association believes the grievance to be valid, a written statement of
789 grievance shall be submitted within fifteen (15) working days to the District Superintendent.
790 After such submission, the parties will have ten (10) working days from submission of the
791 written statement of grievance to resolve it by indicating on the statement of grievance the
792 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

793 SECTION 16.2.4

795 If no settlement has been reached within the ten (10) days referred to in the preceding
796 subsection, and the Association believes the grievance to be valid, a written statement of
797 grievance shall be submitted within fifteen (15) working days to the District Board of Directors.
798 After such submission, the parties will have thirty (30) working days from the submission of the
799 written statement of grievance to resolve it by indicating on the statement of grievance the
800 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The
801 Board of Directors reserves the right to summon the employee for an oral statement of the
802 grievance. The employee reserves the right to appear before the Board of Directors to explain
803 the grievance. At any appearance before the Board of Directors, the employee may be
804 accompanied by an Association representative or designee.

805 SECTION 16.2.5

807 The meeting for settlement of the issue will be held under the chairmanship of the
808 President of the School Board of Directors or a School Board member designee. This is a
809 hearing held in executive session. The decision of the Board of Directors of the School District
810 shall be rendered to the Association within fifteen (15) days of the meeting. The decision by the
811 Board shall include a statement of reason if the grievance is denied.

812
813 ARTICLE XVII
814 STUDENT MEDICATIONS

815 SECTION 17.1

816 Employees giving medication will be given appropriate and adequate training.

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ARTICLE XVIII
EMPLOYEE PROTECTION

SECTION 18.1

The District shall defend all employees in civil court when appropriate.

ARTICLE XIX
TERMS OF AGREEMENT

SECTION 19.1

The term of this Agreement shall be from September 1, 2017 through August 31, 2020.

SECTION 19.2

This agreement may be reopened for modification at any time during its term upon mutual consent of all parties in writing to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein.

SECTION 19.3

It is mutually agreed that the District will explain to the Association in writing the reasons and the procedures if adjustments are made to salaries or benefits pursuant to this Agreement.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE REARDAN-EDWALL SCHOOL DISTRICT
AND
REARDAN-EDWALL CLASSIFIED ASSOCIATION

NEGOTIATING FOR THE

CLASSIFIED ASSOCIATION

By Michael McCain
Michael McCain, President

By Jody Jones
Jody Jones

By Therese Witter
Therese Witter

BOARD OF DIRECTORS

By Nick Landt
Nick Landt, Board Chairman

By Marcus Morgan
Marcus Morgan, Superintendent

By Dr. Effie Dean
Dr. Effie Dean, Spec. Services Dir.

GRIEVANCE REPORT FORM

Grievance Number _____

DISTRIBUTION OF FORM

- 1. Grievance Representative
- 2. Immediate Supervisor
- 3. Grievant

COMPLAINT BY THE GRIEVANT

Grievant _____ Date of Occurrence _____

Position _____ Date of Informal Hearing _____

Supervisor _____ Date of Filing _____

Grievance Representative _____

Step 2

A.1. Statement of Grievance

2. Relief Sought

Signature of Grievant

Date

B. 1. Disposition by Supervisor

Signature of Supervisor

Date

GRIEVANCE CONTINUANCE NOTICE

Grievance Number _____ Date of Filing _____

Step 3

Grievant's Statement of Position following Step 2 of Grievance Procedure

Signature of Grievant

Date

Disposition of Superintendent

Signature of Superintendent

Date

GRIEVANCE CONTINUANCE NOTICE

Grievance Number _____ Date of Filing _____

Step 4

Grievant's Statement of Position following Step 3 of Grievance Procedure

Signature of Grievant

Date

Disposition of School Board

Signature of Board Chairman

Date

Signature of Board Secretary

RESD Classified Salary Schedule

10.33 Base 2017-18

Steps	Accounts Payable/ Secretary	Para/Aids	Head Cook	Kitchen Assistant	Maint.	Grounds/ Custodial	Mechanic	Bus Driver
Sub/0	12.80	12.29	12.89	11.68	15.73	13.50	17.59	14.43
1	13.12	12.54	13.15	11.92	16.05	13.77	17.94	14.72
2	13.45	12.79	13.41	12.16	16.37	14.05	18.30	15.01
3	13.78	13.05	13.68	12.40	16.70	14.33	18.67	15.31
4	14.13	13.31	13.95	12.65	17.03	14.61	19.04	15.62
5	14.48	13.57	14.23	12.90	17.37	14.91	19.42	15.93
6	14.84	13.84	14.52	13.16	17.72	15.20	19.81	16.25
7	15.21	14.12	14.81	13.42	18.07	15.51	20.21	16.58
8	15.59	14.40	15.10	13.69	18.43	15.82	20.61	16.91
9	15.98	14.69	15.41	13.96	18.80	16.14	21.02	17.25
10	16.38	14.98	15.72	14.24	19.18	16.46	21.44	17.59
11	16.79	15.28	16.03	14.53	19.56	16.79	21.87	17.94
12	17.21	15.59	16.35	14.82	19.95	17.12	22.31	18.30
13	17.32	15.68	16.45	14.91	20.07	17.23	22.44	18.41
14	17.42	15.78	16.55	15.00	20.19	17.33	22.58	18.52
15	17.52	15.87	16.65	15.09	20.31	17.43	22.71	18.63
16	17.63	15.97	16.75	15.18	20.44	17.54	22.85	18.75
17	17.74	16.06	16.85	15.27	20.56	17.64	22.99	18.86
18	17.84	16.16	16.95	15.36	20.68	17.75	23.13	18.97
19	17.95	16.26	17.05	15.45	20.81	17.86	23.26	19.08
20	18.06	16.35	17.15	15.54	20.93	17.96	23.40	19.20
21	18.17	16.45	17.25	15.64	21.06	18.07	23.55	19.31
22	18.27	16.55	17.36	15.73	21.18	18.18	23.69	19.43
23	18.38	16.65	17.46	15.82	21.31	18.29	23.83	19.55
24	18.49	16.75	17.57	15.92	21.44	18.40	23.97	19.66
25	18.61	16.85	17.67	16.02	21.57	18.51	24.12	19.78

*YOU CAN MAKE HORIZONTAL ADVANCEMENTS ON THE SCHEDULE (SAME NUMBER OF YEARS OF EXPERIENCE GRANTED) BETWEEN CATEGORIES APPROVED BY THE SUPERINTENDENT.

**THIS SALARY SCHEDULE MAY BE MODIFIED IF IT EXCEEDS THE MAXIMUM MANDATED SALARY INCREASE DETERMINED BY THE STATE.

Reardan-Edwall Classified Association
Bylaws

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PURPOSE

The purpose of the RECLA is to provide an association open to all classified employees of the Reardan-Edwall School District. The RECLA is recognized by the district as the sole bargaining unit for classified employees.

ARTICLE I

Section 1. The RECLA is responsible for bargaining contracts. It shall follow the wishes of the majority.

Section 2. The RECLA shall provide support for any member who has a grievance. An officer will, if requested, accompany the member when discussing the problem with a supervisor, administration or the school board.

Section 3. The RECLA shall provide opportunities for social activities if such are requested by members.

ARTICLE II
MEMBERSHIP

Section 1. The RECLA shall collect dues to establish membership in the association.

Section 2. Classified employees who do not pay dues, will not be members of the association and forego all rights afforded by the RECLA and the collective bargaining agreement.

Section 3. Dues collected will be used to provide graduating senior(s) with a scholarship, or to provide for social activities of the members.

Section 4. Membership dues shall be two dollars (\$2.00) per month, dues shall be payable by pre-tax payroll deduction.

ARTICLE III
OFFICERS AND DUTIES

Section 1. The officers shall be elected by a majority vote of the members at the beginning of each school year.

Section 2. Duties of Officers

Section 2.1 The President shall preside at all meetings and be chairperson of the Administrative Board.

Section 2.2 The Vice President shall preside in the absence of the President and serve on the Administrative Board.

Section 2.3 The Secretary shall keep the minutes of the meetings, send notices to the members as needed and serve on the Administrative Board.

Section 2.4 The Treasurer shall be responsible for keeping the books, depositing funds, and writing checks and serving on the Administrative Board.

884
885 **ARTICLE IV**
886 **ADMINISTRATIVE BOARD**
887

888 **Section 1.** The purpose of the Administrative Board shall be to meet to discuss and decide
889 on minor business items not requiring a vote of the entire association.

890 **Section 2.** The Administrative Board shall consist of the following: President, Vice-
891 President, Secretary, Treasurer and a representative of each group within the association.
892

893 **ARTICLE V**
894 **OTHER**
895

896 **Section 1.** Each department shall select a member to serve on the Administrative Board.
897 This person shall be available when a member needs to discuss a problem within the
898 department or with a supervisor or administrator.

899 **Section 2.** Standing or temporary committees may be formed by a vote of the association.
900

901 **ARTICLE V**
902 **BYLAWS**
903

904 **Section 1.** The by-laws of this Association cannot be changed without a majority vote (50
905 percent plus one vote) of the members of the association.
906
907
908

Signed Michael McCaus
RECLA President

Jody Jones
RECLA Vice-President

Kathie J. Hein
RECLA Secretary/Treasurer

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911
912 By- laws adopted by the membership, as amended, on this 28th day of August, 2017.