Collective Bargaining Agreement

between

Wapato Association of Educational Office Personnel

and

Wapato School District No. 207

2018-2021

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And
Wapato School District No. 207

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WAPATO ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL
and
WAPATO SCHOOL DISTRICT NO. 207

PREAMBLE

A. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

B. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

C. Subject to law and the paramount consideration of service to the public, employee-management relations should be professional by providing employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

D. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

E. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and improve the efficient administration of the District and the well-being of employees within the spirit of RCW 41.56, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

F. This Agreement is made and entered into between District and the Association.

G. In accordance with the provisions of RCW 41.56 and regulations promulgated pursuant thereto, and in consideration of the mutual convenience contained therein, the parties agree as follows:

New Contract Language for 2018-2021 is in **Bold**

ARTICLE I - ADMINISTRATION

SECTION 1. DEFINITIONS

A. ***Association/WAEOP*** shall mean the Wapato Association of Educational Office Personnel/WEA/NEA.

B. ***District/Board*** shall mean the Wapato School District No. 207, County of Yakima, Washington.

C. ***Agreement*** shall mean the Collective Bargaining Agreement signed by the District and the Association.

D. ***Parties*** shall mean the District and the Association.

E. ***Employee*** shall mean a member of the bargaining unit represented by the Association.

F. ***Day*** shall mean employee work days, except as otherwise defined.

G. ***Seniority*** shall be defined as the length of service as an employee and shall begin on the employee's first working day. In the event that more than one (1) employee has the same starting date of work, position on the seniority list shall be determined by lot.

H. ***Pro-ration*** shall mean the percentage of time that an employee is employed when compared against an employee in the same or similar job who is full time.

I. ***Over-Time*** shall mean approved additional work time beyond the forty (40) hour week unless otherwise noted in this agreement. Should the employee take sick leave it will be considered regular work time and contribute toward the forty (40) hour calculation.

J. ***Long Term substitute*** shall mean an employee who has (1) substituted twenty (20) consecutive days or thirty (30) days cumulative during the current work year.

SECTION 2. RECOGNITION

A. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit, and the Association recognizes the responsibility of representing the interests of all such employees.

B. The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classification: Secretaries, long term substitutes, except Superintendent's secretary/office manager, Assistant Superintendent Secretary, certificated, and classified personnel officers.

The only other section of this agreement that applies to substitute employees is placement on the salary schedule at the probationary rate of pay.

C. The Association will not release any positions that are represented by the bargaining unit. The Association understands that the District may challenge the inclusion of these positions by petition to the Public Employment Relations Commission.

SECTION 3. STATUS OF AGREEMENT

A. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties. Specific provisions of this Agreement may be opened for re negotiation during its term by mutual agreement only.

B. Any individual agreement between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual agreement contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

C. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from current individual salaries and economic benefits under existing rules, regulations, policies, resolutions, agreements and practices of the District in effect prior to the effective date of this Agreement.

D. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

SECTION 4. PRINTING/DISTRIBUTION

Within 30 days of the final day of bargaining, a draft copy of this Agreement shall be proofread and agreed upon. The Association shall provide the District with a copy prior to printing. Following the ratification and signing of this Agreement by the parties, the Association shall print copies of this Agreement for each employee. The Association will be responsible for explaining the terms of the Agreement and for distributing a copy to each employee. Additional copies shall be provided to each, the District and the Association. All individuals making employment application to the District for bargaining unit positions shall, upon request, be provided with a copy of the Agreement by the District for their examination.

There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

SECTION 5. CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have affect only to the extent permitted by law; and all other provisions or applications of the Agreement shall continue

in full force and effect. In the event a provision is determined to be contrary to law as stated above, such if, possible may be re-negotiated.

ARTICLE II - BUSINESS

SECTION 1. DISTRICT RIGHTS AND RESPONSIBILITIES

It is understood and agreed that with the exception of the expressed provisions of the Collective Bargaining Agreement, the Board retains all rights and responsibilities that have been granted or imposed on it by law, practice, custom, or rules and regulations of federal, state, county, and all other regulatory agencies.

SECTION 2. ASSOCIATION RIGHTS

A. The Association has the exclusive right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of labor relations matters and practices which are within the authority of the District and which are applicable to all employees within the bargaining unit. This shall include the right to enter into collective bargaining with the District on any and all appropriate topics.

B. The Association shall promptly be notified by the District of any grievances or anticipated disciplinary actions of any employee in the unit in accordance with the provisions of Article III, and/or Article VII contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

C. Representatives of the Association, upon making their presence known to the District, shall have access to the District premises provided that no conferences or meetings between employees and the Association representatives will in any way hamper or obstruct the normal flow of work.

D. The District shall provide bulletin board space for the purpose of posting Association activities and matters. Information potentially disruptive to the normal operation of the District may not be posted. The bulletins posted by the Association are the responsibility of the officials in the Association.

E. School facilities and equipment may be used for Association business at reasonable times provided prior approval is obtained from the building administrator and that such use shall not interfere with the normal school operations. The Association shall be responsible for damage resulting from their use of facility and equipment.

F. Any matters that the Association wishes to bring before the Board shall be scheduled by the Association through the Superintendent, and placed on the agenda under “Communications to the Board” depending upon the action required. Under normal circumstances the Association shall observe the normal Board cut-off dates. However, under extenuating

circumstances Association business shall be placed on the agenda so long as the Superintendent is notified 72 hours in advance.

G. The Association may use the District inter-school mail/e-mail service for communication purposes in accordance with District established usage guidelines provided further that such communications are not in violation of RCW 42.17.130 (use for political campaigns).

H. Whenever Association representatives are mutually scheduled with District representatives to participate in formal negotiations, grievance processing or labor management meetings during working hours, the Association representatives shall be released without loss of pay.

I. Labor/Management meetings may be held upon request of either party.

J. Upon request to the Human Resources Director, the Association may be allowed time **after** the Annual Secretary meeting to hold a general membership meeting. This request must be received on or before August 1 at the close of the business day.

K. The Association shall be provided the name, contact information, position, building location and placement on the salary schedule for any new hire when they have completed the process through Human Resources. Notice shall be also be provided when substitutes are added to the substitute list.

L. The Association President or designee will be allowed no less than 30 minutes to meet with each new hire during paid working time to present information about the exclusive bargaining representative. The Association will be provided with up to eight (8) additional Association Leave hours to conduct the meeting(s) with new hires.

SECTION 3. ASSOCIATION DUES/REPRESENTATION FEE

A. The Association shall have the right to have deducted from the salary of members of the Association *(upon receipt of a written authorization form)*, an amount equal to the fees and dues required for membership in the Association.

The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms may be delivered to the business office at any time and will be processed in a timely fashion.

B. No member of the bargaining unit will be required to join the Association, however, those employees who are not members but are part of the bargaining unit will be required to pay a representation fee to the Association. The amount of the fee shall be determined by the Association, and transmitted to the Business office in writing. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

C. In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such bona fide objections shall be resolved according to the provisions of RCW 41.56.122, or the Public Employment Relations Commission.

D. The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the representation fee deduction.

SECTION 4. NO STRIKE - NO LOCKOUT

During the term of this Agreement, the Association agrees not to participate or encourage participation in any work stoppage or slow down, and further agrees not to observe any picket lines at school properties during the period of the Agreement. The District agrees there shall be no lockout or other economic action by the District during the term of this Agreement.

SECTION 5. ASSOCIATION LEAVE

A. **Twenty (20)** days of Association leave shall be provided annually for Association business. The WAEOP shall keep track of usage and provide appropriate absence documentation to the district. The WAEOP shall be responsible for the cost of a substitute if one is hired.

B. Requests for leave shall be submitted in writing by the President to the Superintendent/**Designee** three (3) days before the leave is to take effect.

C. The Superintendent/Designee shall acknowledge receipt of the request for Association leave to the President, to the supervisor, and to the employee taking such leave. The supervisor shall be responsible for securing a substitute when necessary.

ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1. EMPLOYEE RESPONSIBILITIES

A. Employees shall comply with all District policies, rules, regulations, and the requirements of all statutory laws and administrative codes provided a copy of such policies, rules, and regulations are given to each employee.

B. The employee shall care for materials and equipment for which they are responsible and shall report damage, loss, theft of equipment, furniture or fixtures to their supervisor.

SECTION 2. EMPLOYEE RIGHTS

A. The employee shall be entitled to full rights of citizenship and no religious or political activities outside of the workday or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.

B. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, gender, marital status or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.

SECTION 3. DUE PROCESS

A. No employee shall be disciplined without just and sufficient cause *(See Appendix D).* The specific grounds forming the basis for disciplinary action will be made available to the employee and to the Association in writing prior to the imposition of the discipline. Should the employee specifically request the Association not be informed of the basis for the discipline, he or she must do so in writing and provide a copy to both the employer and the Association.

B. An employee shall be notified that they have the right to have a representative of the Association present during any formal disciplinary action. No action shall be taken with respect to the employee until such representative of the Association is present; provided, however, such representation shall not delay discipline in excess of two (2) days. If employee declines representation through email or written documentation the disciplinary process will move forward without delay. All discipline will be in private.

C. The District agrees to follow a policy of progressive discipline (*where appropriate*) which minimally includes oral warning, reprimand, suspension with pay, with non-renewal or discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Steps in the progressive discipline may be by-passed if appropriate to the offense.

D. Any complaint not called to the attention of the employee within ten (10) days may not be used as the basis for any disciplinary action against the employee, except in cases of criminal investigations.

E. All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District.

SECTION 4 - PERSONNEL FILES

A. Employees, or former employees, shall upon request have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Anyone, at the employee's request, may be present during this review. Upon request, one (1) copy of any documents contained therein shall be afforded the employee at cost, if any. No secret, alternate or other official personnel file shall be kept anywhere in the District. A separate file for processed grievances, if any, shall be kept part from the employee's personnel file.

B. Any derogatory material not shown to an employee within ten (10) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

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

D. After three (3) years, at the request of the employee, any warning or reprimand and the materials related thereto shall be removed from the District's personnel file, provided that no subsequent warning(s) or reprimand(s) of the same or similar nature has been issued to the employee during that period.

   Materials which have been in the employee's personnel file and are removed pursuant to the above clause may be retained in a separate file in the personnel director's office if the warning(s) or reprimand(s) involved one (1) or more of the following:

   1. sexual abuse or harassment;
   2. sexual contact with students;
   3. violence, excessive use of force, or physical abuse;
   4. racial, ethnic, or sexual slurs; and/or
   5. improper off-duty conduct involving students.

   The District shall retain in a separate file a record of any warning(s), reprimand(s) and related materials which may result in criminal action against the employee.

SECTION 5 - EMPLOYEE PROTECTION

A. The District shall provide a safe and healthful working environment for all employees. Conditions which employees consider to be unsafe or hazardous shall immediately report them to their supervisor.

B. Any employee who feels threatened or is threatened with physical harm by any person while carrying out assigned duties shall immediately notify the immediate supervisor.

C. The District shall provide liability insurance covering injury to employees and their property, and insurance protection employees from loss or damage of their personal property incurred while engaged in the maintenance of order and discipline and the protection of school personnel and students, and the property thereof when that is deemed necessary by such employees as outlined by RCW 28A.400.370.

D. Any case of an assault upon an employee shall be promptly reported by the (assaulted employee or a witness of the assault) to the immediate supervisor, who will then report the incident to the Superintendent. The District shall report the incident to the proper law enforcement authorities, and will render full support to assure the employee's legal rights. The District will render assistance to the employee in connection with handling of the incident by law enforcement authorities.

E. Unit members may be requested by the employer to administer/dispense medication to students. Annual mandatory group training will be provided to the employees and the employee's supervisor as required by law. Said training will take place during the work day before the start of the school year and will be presented by a recognized and qualified medical professional. All building secretaries must attend the required training unless there are extenuating circumstances. Should the employee be absent at the time of the training, a make-up training will be provided which could take place after the beginning of the school year.

F. Any employee who reports a suspected case of child abuse to his/her administrator shall be protected as much as is legally possible so as to maintain anonymity.

G. The district recognizes that reporting an assault or suspected child abuse to a district official does not meet legal or professional obligations to report those same types of transgressions to legally constituted authorities by the employee. It is expected that after following district procedures of notification, the employee must be assured by the designated reporter that the offense has been reported to the proper authority.

SECTION 6 - TRANSFERS/VACANCIES

When the District determines that a vacancy or newly created position shall be filled, the District will publicize the position in accordance with the following procedures.

1. A job posting with opening and closing dates and job description will be sent electronically to all WAEOP members. The job description shall set forth the qualifications for the position.

2. At the District's discretion, the District may concurrently post the job externally.

3. If after five (5) days, no unit member makes formal application for the position or all such voluntary transfers are found by the District to be unsuitable for the position and the interested employees are notified, the District will then consider external applicants. Upon request by the employee, the District will provide the reasons why the employee was unsuitable.

4. When a committee is formed to interview applicants a member of WAEOP appointed by the President will serve as a member of the interview committee. The appointed employee must not have a personal or family relationship with any candidate and must attend entirety of all candidate interviews. The appointed employee will be provided with the names of the candidates before the interview date and will notify the HR Director and WAEOP President if a conflict exists so that another employee may be appointed. It is understood that throughout this entire process confidentiality will be upheld by all and the names of those people who are to be interviewed will be held in strictest confidence.

A. **Voluntary Transfer**

Employees desiring reassignment or transfer shall use the following procedure:

1. Current unit members who wish to transfer to a different position may file a letter with the District stating a desire to transfer and the type of position desired. Prior to filling any vacant position, the District will review all such requests to transfer to determine if the position can be filled by a voluntary transfer. Any such volunteer will be considered for the position, and if more than one current employee applies, the person with the highest amount of seniority, desired skills, no leave without pay (excluding FMLA related leave) in the prior year as well as the current year, and appropriate qualifications will be considered for the position.

2. When an employee transfers whether by his/her own request or the District's request, all rights and benefits including years of experience and accumulated sick leave shall be carried into the new position. **Secretaries transferring into a payroll position in which they have no previous payroll experience will be placed at the maximum of Year 2 on the payroll portion of the salary schedule.**

3. Following the successful transfer to a new position, the employee will not be eligible for another transfer for a period of one (1) year--unless mutually agreed to by the District and the Association.

4. When a District employee from outside the bargaining unit is hired to fill an employee position, he/she may be given prior experience credit on the Association salary schedule--providing such experience is of a type and equivalent to the experience demanded for advancement on the Association schedule and appropriate to the position being filled---and maximum initial placement shall be no greater than Step 2 on the schedule. Any and all rights and benefits accumulated during service in another school district or another bargaining unit of the Wapato School District including sick leave and family illness leave shall be carried into this bargaining unit position.

5. No vacancies in bargaining unit positions shall be filled except after compliance with the provision of this Agreement.

6. Any employee applying for transfer to another position shall not be required to take the skill requirement test for the new position, providing there has been a skill test taken within the past three years, and providing the requirements for the new position are the same or are less than the requirements for the position currently held.

   Any employee applying for transfer to a position requiring different skills from a position currently held shall not be required to take the skills test in those areas where he/she has already been tested as in paragraph one (1) above.

   NOTE: Employees may elect to take the skills test at any time to keep their file current.

B. **Involuntary**

An involuntary transfer or reassignment shall be made only after:

1. A list of all qualified employees for the position is made and rank by seniority.

2. The President of the WAEOP has been notified in writing of the transfer.

3. It is determined that no employee is qualified and willing to voluntary transfer to said position.

4. A meeting has been held between an employee involved, the employee's representative, and the immediate supervisor.

5. Any additional training needed by the employee to meet the standards of the new position has been provided by the District at the District's time and expense.

6. No employee will be transferred for punitive reasons. If the employer considers an involuntary transfer necessary to resolve conflict, involuntary transfer will be used only as a last resort. Any unit member so transferred will suffer no loss of pay or benefits.

C. **Voluntary Job Exchange**

When two employees mutually agree to exchange positions, they will make their request known to the District. The District has total discretion over whether or not the exchange takes place and the process by which this will occur.

D. **Transition Process**

Employees, whether voluntarily, involuntarily transferred, or a job exchange was agreed to, shall be given five (5) working days prior written notice of the date of the commencement of work in the new position. The District shall provide the employee with an orientation to the

new position and any necessary training as determined by the District with input from the employee, prior to the date of commencement of work in the new position.

E. **Job Description**

1. When the District changes a particular job description, a copy of the new job description shall be provided to the affected employee and to the employee's supervisor within thirty (30) days. Such job description shall not be changed without first notifying the Association and the employee(s) involved of the intent to change and receiving input from the Association before creating the change.

2. In addition, if such job description requires additional training, the District shall provide such training determined by the District.

SECTION 7 - PROBATIONARY PERIOD

Each new hire shall remain in a probationary status for a period of not more than twelve (12) months following the hire date. The District may discharge such employee at its discretion. Unless safety at the work site or following the conviction of a criminal act, the District shall give the employee and the President of the WAEOP a week's notice of the discharge.

SECTION 8 - RESIGNATION

In case of employee resignation, a written resignation should be sent to the District. A minimum of two (2) weeks notice is required, except under unusual circumstances.

SECTION 9 - SENIORITY

A. The District shall prepare, maintain and post the seniority list. Such list shall be prepared annually prior to November and shall be updated when necessary.

B. State and federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited by law, all employees shall receive seniority rights as provided in this Agreement.

C. The seniority of an employee within the bargaining unit shall be established as of the "hire date" unless such seniority shall be lost as hereinafter provided. Seniority shall be lost by an employee upon resignation or retirement. However, an employee on unpaid leave of absence shall maintain their current seniority status without loss or gain.

D. Seniority shall be calculated on a pro-rated basis. Employees shall be credited on the seniority schedule in a fashion to reflect the amount of time they are employed.

E. When an employee is absent in excess of allocated leave, with exception of FMLA Leave, the employee's seniority placement will be impacted. Excess leave will be deducted from the employee's seniority placement. (For example: Five (5) days of excess leave will reduce an employee's seniority standing by five (5) days).

SECTION 10 - TRAVEL REIMBURSEMENT

Required travel shall be reimbursed to the employee at the federal rate.

SECTION 11 - TRAINING

A. The District shall provide training on new systems that are being implemented in the District or building, or a significant change in job responsibilities.

ARTICLE IV - LAYOFF AND RECALL

SECTION 1 - LAYOFF

A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds, which may happen at any time.

B. In the event of a necessary reduction in work force, the District shall first lay off probationary employees, then the least senior employee by date of hire. The only exceptions to seniority shall be in the case of employees who have specialized skills that no senior employee possesses. Special skills are those skills included in the job description.

SECTION 2 - RECALL

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District record and a copy shall be sent to the President of the WAEOP. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) days from receipt of notice to report to work. The District may fill the position on a temporary basis for a reasonable period of time until the recalled employee can report for work. An employee who declines the offer of recall to perform work or who fails to notify the District regarding the position for work for which he/she is qualified within ten (10) days shall be removed from the recall list.

If the recalled employee who is out of the area or who, due to extenuating circumstances, cannot report to recall work within the above stated time will not be considered to have refused employment or failed to report.

SECTION 3 - MISCELLANEOUS PROVISIONS

A. Employees on layoff shall have the right to purchase insurance benefits by making premium payments to the District during the time they are laid off.

B. In no case shall a new employee be employed by the District while there are laid off employees in the layoff pool who are qualified for a vacancy or newly created position. Employees on layoff shall retain their seniority and accrued benefits for purpose of recall for a period of thirty (30) months from date of layoff. Any employee on layoff for more than thirty (30) months from date of layoff shall lose his/her seniority and any further rights under this Article. In order to maintain a position in the layoff pool for the second twelve (12) months, a written letter of intent to remain in the pool must be on file in the District by June 1. In order to maintain a position in the pool for the last six (6) months of the thirty (30) months period a letter must be on file in the District by June 1.

ARTICLE V - LEAVES

SECTION 1 - SICK LEAVE

A. Each employee shall receive twelve (12) days of sick leave for each year worked. The District shall project the number of annual days of sick leave at the beginning of the school year. The employees shall be entitled to the number of projected days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to employee's normal daily work shift; provided, however that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken and the accumulated benefits will be expended on an hourly rather than a daily basis. If leave is taken in excess of the above formula, and an employee leaves the District's employ, the difference will be deducted from the final paycheck.

B. For less than "full work year" employees (less than 180 days), the sick leave allotment shall be prorated.

C. In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn provided the employee wishes to draw from accumulated sick leave during such absence, which choice shall rest exclusively with the employee. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

D. Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

E. At the end of each year, the District will provide each employee with an accounting of his/her accumulated sick leave.

F. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the District, provided such leave was not transferred and used in another school district.

G. An employee who has exhausted accumulated sick leave and who is unable to perform the duties because of illness **or injury of themselves or immediate family members**, maternity or other disability may, upon request, be granted unpaid Medical Leave of Absence under provisions of this Agreement.

H. An employee who has been granted leave of absence (long-term leave) from work may not return to full time work prior to the completion of the leave without District agreement.

I. Any employee who is absent in excess of five (5) consecutive work days or more will provide verification of such absence by written confirmation from a qualified health care provider who provided treatment for the malady that kept the employee from work.

J. For each day of absence exceeding the total sick leave allowance, one day's pay will be deducted from the salary payment. **Any employee who has exhausted their leaves and is absent must provide a Doctor's note or other documentation justifying the absence, if requested, upon return. The employee may also face disciplinary action for absences without leave.**

SECTION 2 - SICK LEAVE CASHOUT

A. Upon retirement, as defined by Department of Retirement System (DRS), the employee may cash in at the rate of one day per every four days of accumulated sick leave to a maximum of one hundred eighty (180) days as stated by Washington State Law. Additionally, in accordance with state law, upon separation from District employment, an employee who is a least fifty-five (55) years of age and has at least fifteen (15) years of service under SERS 2 or at least ten (10) years of service under SERS 3 may cash out their entire accumulation of sick leave days on the same one for four basis provided for above. Each year, retirement eligible employees will vote to determine if accrued sick leave is to be placed into a VEBA account.

B. Annually employees may cash in up to twelve (12) days unused sick leave days above an accumulation of sixty (60) days at the ratio of one full day's pay for four (4) accumulated sick leave days. The employee may cash in such days between January 1 and February 1 of each school year. The employee may cash in his/her entire accumulation of sick leave days at retirement in accordance with the above four (4) for one (1) ratio.

C. Donations of sick leave to another employee under Article V, Section 3 will not reduce the ability of the employee to cash out up to twelve (12) sick leave days, depending on the number of sick leave days used during the previous year. Employees must have sixty (60) days of sick leave at the time of cash-out to be eligible to cash-out on an annual basis. during the year donated. This provision is pursuant to WAC 392-126-104 and WAC 392-136-015.

SECTION 3 - LEAVE SHARING

The following provisions shall apply to all employees on leave:

A. Bargaining unit members who have accumulated more than twenty-two (22) leave days may donate up to six (6) accumulated sick leave days to other employees in any Washington State School District during any twelve (12) month period. The employee donating the days shall specify the number of days to be donated and to whom they shall be donated. Contribution of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential. The parties shall develop forms and procedures necessary to implement this. No transfer of sick leave shall result in an employee's account going below twenty-two (22) days.

B. **Employees who** have exhausted all accumulated leave **and will likely go on an unpaid leave of absence; or terminate employment may request shared leave for the following situations:**

1. **The employee suffers from or has immediate family or household members suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the individual from working;**

2. **The employee is a victim of domestic violence, sexual assault, or stalking;**

3. **The employee is sick or temporarily disabled because of pregnancy disability or for parental leave to bond with the employee's newborn, adoptive, or foster child; or**

4. **The employee has been called to service in the uniformed services**

C. No employee shall receive more shared leave than is described in WAC 392-126.

D. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro-rata, within thirty (30) days after the donee's use of accumulated leave ceases.

E. An employee using donated leave days shall receive full pay and benefits as if they had used their own sick leave.

F. Except for procedures in D. above, when leave is donated the donor will be required to execute a waiver whereby the donor will be required to agree that he/she will not ask for return of the donated leave.

SECTION 4 - EMERGENCY LEAVE

Emergency leave shall be granted with pay and shall be deducted from sick leave. Emergency leave may be taken at the employee's discretion due to a problem which has suddenly occurred or is unplanned, or where planning could not relieve the necessity for the employee's absence.

SECTION 5 - FAMILY ILLNESS

A. Employees shall, upon request, be granted a leave of absence with pay for up to three (3) days during a contract year when such absence is occasioned by the illness of a member of the immediate family. This leave is not to be deducted from sick leave.

B. Immediate family is defined as being a parent, step-parent, child, step child, sibling, step sibling, spouse/partner, parent-in-law, sibling-in-law, grandparent, grandchild, or any person if living in the same household as the employee and upon request, the employee can demonstrate to the Human Resources Director that they are the primary care giver for that person.

D. If family illness leave is needed beyond the amount granted above, it shall be deducted from the employee's accumulated sick leave.

E. Family Illness Leave is noncumulative.

SECTION 6 - MATERNITY AND CHILD CARE LEAVE

A. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and should be treated as paid sick leave. **The employee** shall not be required to leave work at the expiration of any arbitrary time period during pregnancy, but shall be allowed to work as long as she is capable of performing the duties of her job, as long as her physician concurs.

B. An employee shall be entitled to take a leave of absence for childbirth **and/or bonding with a newborn child**. Said employee shall inform the District of the approximate **length of** time **needed** *(up to one year)*; and within thirty (30) days after childbirth, said employee shall inform the District of the specific day when she will return to work. **The employee** shall be able to return to **the same** job under the same uniform terms and conditions as any other employee consistent with temporary disability policies and other leave policies.

E. In the event sick leave has been exhausted, the employee may be granted an extended leave of absence without pay for a period of time up to one year under Section 12 of this Article.

SECTION 7 - ANNUAL LEAVE

A. Employees will be credited three (3) days of annual leave each year on the first working day of September. Employees hired after the first working day of September will have their annual leave prorated based on the percentage of days remaining in the work year.

B. An employee may, for personal reasons, request up to five (5) days of leave per year. Refer to C below for additional information. Such leave shall be granted with pay. Annual leave shall not be taken from sick leave and will be granted on a first-come first-serve, per building, basis. In unusual cases where more than one (1) person per building requests leave or if more days are needed, such requests will be cleared through the Central Office. Annual leave may be used in half day or full day increments. Employees must receive prior approval from their supervisor of intended use of leave at least one week in advance of the date of use. Exception to the one (1) week requirement may be approved by the Human Resources Director or supervisor on a case by case basis. If an employee asks for an exception to the one week rule, the employee will be required to state the reason for the personal leave and the reason why the exception should be approved. If no exception is requested, the employee shall not be required to define leave taken beyond the phrase "Personal".

C. Up to three (3) such days may be used on consecutive work days provided **if** a substitute is needed the leave will be granted only if a substitute has been procured.

D. Employees may choose to cash out any and all accumulated days at the employee's hourly rate of pay. Written notice of the intent to cash out annual leave shall be submitted to payroll by June 1. Payment will be in the June pay warrant. If an employee elects to cash out all

accumulated annual leave, then no additional annual leave will be granted during the remainder of that work year.

E. The use of annual leave will be discouraged during the first and last two (2) weeks of school.

F. If annual leave is not used it can be accumulated up to ten (10) days.

SECTION 8 - BEREAVEMENT LEAVE

In the event of death in an employee's immediate family, including fiancé/fiancée, the employee shall be allowed five (5) days with full pay.

In the event of the death of an employee's close friend or his/her spouse's uncle, aunt, nephew, niece, or first cousin, one (1) day of absence with full pay shall be allowed.

SECTION 9 - ADOPTION LEAVE

An employee adopting a child shall notify the District in writing of the intent to take adoption leave stating the expected dates of commencement of leave and return to employment. Adoption leave shall be granted without pay for a period not to exceed one (1) year.

One paid day of leave will be granted for relocating and transporting the child to finalize the adoption process.

SECTION 10 – JUDICIAL LEAVE

In the event an employee is summoned to serve as a juror, or appear as a witness in a district-related court case, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of their required presence in court. Due to the length of their appearance, if the employee has the ability to return to work for two hours or more of their regularly scheduled work day the employee will return to work.

An employee upon receiving notice of jury duty shall notify his/her principal or supervisor for such time that is needed to serve. Leave shall be granted and shall not result in loss of pay. The employee shall transmit to the District any compensation received, excluding travel and meal allowance.

SECTION 11 - OTHER LEAVES

The District may authorize an employee to take a leave without pay up to one (1) year for child rearing, education, restoration of health, or for the alleviation of hardship involving the individual or his/her immediate family.

SECTION 12 - GENERAL

The following provisions shall apply to all employees on leave:

A. The returning employee shall be assigned to the same or to a comparable position as that occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.

B. The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

C. Employees on leave of absence must notify the personnel office by April 15 of their intent to return for the next calendar year. If no notice to return is given to the personnel office, the employee shall forfeit his/her right to return.

D. Upon return from leave the employee shall complete the proper leave form as provided by the District.

SECTION 13. FAMILY MEDICAL LEAVE

A. The District will grant Family Medical Leave in accordance with the provisions of the Federal Medical Leave Act of 1993 and the applicable State of Washington Laws in the RCW's. FMLA provisions will be posted at each worksite. Brochures are available at the Human Resource office upon request.

B. **Washington State Paid Family and Medical Leave (PFML)**

1. **Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year and have a qualifying family or medical event that requires leave.**
2. **Employees may elect to use either accrued leave or PFML.**
3. **The District shall maintain health insurance benefits as required by FMLA during periods of approved leave under PFML.**

ARTICLE VI - SALARY/BENEFITS/WORKING CONDITIONS

SECTION 1 - HOURS OF WORK

A. The work week shall consist of five (5) consecutive days followed by two (2) consecutive days of rest.

B. Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks. Employees are not expected to work outside of their definite and regular shift unless prior approval has been given. In case of emergency, the above may be waived. When **an employee** is absent and the District fills the position with **an employee working under this Agreement,** the District will take into consideration the need for an employee hired as bilingual and the impact of the move on all buildings involved. **All employees working under this Agreement, regardless of their job descriptions, will be considered to cover temporary absences. It is understood that a replacement employee may not have the access or knowledge to take over all responsibilities of the absent employee. An employee** who is moved to cover another building will leave at the end of their regularly scheduled work day or be granted overtime for the extra time worked.

C. Each employee shall be assigned to a definite shift with designated time of beginning and ending. The shifts shall be determined by the immediate supervisor based on the hours per day employee was hired to work. Each employee shall be provided a minimum of one-half (1/2) hour duty-free lunch period and shall be provided a fifteen (15) minute duty-free break in the morning and afternoon. Employees may leave the job site if they choose during lunch and break times. These breaks must be taken unless authorized by the immediate supervisor.

D. Employees required to work through their regular duty free breaks and/or lunch will be given time to make up the missed breaks/lunch or compensated in accordance with Article VI Section 2 Overtime, as agreed upon by the employee and supervisor.

E. The District will have the flexibility to change the shift for summer months to ten (10) hours, four (4) day shifts, or some other mutually agreeable schedule.

SECTION 2 - OVERTIME

A. All overtime must be approved by the supervisor in advance. Overtime shall be considered as any time worked beyond forty (40) hours per week. During the first two weeks of school overtime will be time worked beyond an eight (8) hour day. To ensure proper documentation of overtime hours, each secretary will use the *Wapato School District Secretary's Overtime* document. Secretaries will obtain the initials of their supervisor on the *Wapato School District Secretary's Overtime* document within two working days of earning overtime. Secretaries will keep a file of such documentation.

B. Overtime rate of pay shall be one and one-half (1-1/2) times the hourly rate of pay for individual employees; however, an employee may request comp time at the rate of one and one-half (1-1/2) hours credit for each hour worked beyond 40 hours a week. Such comp time,

if granted by employer or mutually agreed upon, may accumulate up to the maximum allowed by law. The use of comp time shall be scheduled between the employee and his/her supervisor and must be taken within thirty (30) days. *(Comp time is understood to mean compensatory time off in lieu of pay.)*

C. When the District has extra work or holds special events/activities that involve duties that would normally be bargaining unit work, the District shall offer the work opportunity to the employees in the following order, providing that there is no conflict with the existing schedule of the employee: (1) members assigned to the specific site of the activity and are qualified to perform the duties (2) members not assigned to the specific site of the activity and are qualified to perform the duties (3) District employees who are qualified to perform the extra work.

SECTION 3 - COMPENSATION

A. Pay day shall be the last working day of each month. The employer shall furnish to each employee at the time of payment of wages an itemized statement showing the pay basis *(i.e., hours or days worked)*, rate or rates of pay, sick leave, gross wages and all deductions there from for that pay period.

B. All compensation owed to an employee who is leaving the District, shall be paid at the next regular payroll date after the final day of employment.

C. Current employees may request their checks be directly deposited into a banking institution. Such request shall be honored within the capabilities of the current payroll system. New employees as of September 1, 2010 will have their checks directly deposited into a banking institution.

D. The District shall **provide employees with any inflationary increases approved and funded by the State Legislature pursuant to RCW 28A.400.205.**

SECTION 4 - HOLIDAYS

A. Each employee receives the following paid holidays:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Veteran's Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Day before or after Christmas
10. Christmas Day
11. Martin Luther King Day

B. In the event a paid holiday falls on Saturday or Sunday, the preceding Friday or the following Monday shall be granted as the paid holiday.

C. Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one half (1-1/2) times their base rate of all hours

worked on such holidays, provided the total time worked including the holiday is not less than forty (40) hours in that work week or regular shift hours.

D. The number of paid holidays will be added to the number of contract days worked.

SECTION 5 – VACATION DAYS

A. All 260-day-employees subject to this Agreement shall be granted:

	Vacation Days	Buy Back Up To:
At completion of 0-3 years of service:	12 days	5 days
At completion of 4-9 years of service:	18 days	10 days
At completion of 10 years of service:	25 days	15 days

Employee must submit a letter to personnel department requesting buy back days and their work calendar by August 5th of the contract year.

SECTION 6 - INSURANCE BENEFITS

A. The District will provide, at minimum, all state funded benefits per month for health insurance premiums based on an F.T.E. basis *(one full time equivalent F.T.E. = 1440 hours)*.

B. It is agreed that the health insurance plans offered shall be administered in accordance with state law.

C. The District will pay 100% of the Health Care Insurance Carve-Out for the term of this contract. In addition, the District will contribute $4,000.00 annually to the insurance pool and any unclaimed training funds (Article VI Section 9) from the previous year.

SECTION 7 - SALARIES AND SALARY PAYMENT

A. Salaries for employees subject to this Agreement during the term of the Agreement are contained in Appendix A attached hereto and by this reference incorporated herein.

B. Building Secretarial Staff who work with student attendance will submit and be paid for up to 16 hours of additional time related to student attendance (payment will be made at the appropriate rate of pay including overtime rate of pay if over 40 hrs/week). If a secretary is required by the building administrator(s) to complete student attendance work during the work day, the work that the secretary was unable to complete may be done after the work day and submitted for up to 16 hours of additional time. This additional time will be designated as “Attendance Work” on their timesheet.

SECTION 8 - EVALUATIONS

All employees will be evaluated on an annual basis. Employees who work less than 260 days will be evaluated no later than June 1. For employees who work 260 days, evaluations are due no later than August 15. The employee has the exclusive right to attach a written rebuttal within ten (10) days upon receipt of the evaluation. The written rebuttal can only include a signed, dated letter by the employee.

SECTION 9 – TRAINING FUND

Each year of the contract, the District shall place $2000.00 into a training reimbursement pool. On April 1st each year, employees in the bargaining unit who have submitted a claim during the current year shall receive an equal share of the pool for training reimbursement for prior approved classes/training applicable to improving job performance. Starting in the 2016-17 school year, any unexpended training funds will be placed into the insurance pool for the following year.

SECTION 10 – INCLEMENT WEATHER

A. The District shall notify employees of a school closure or delay as soon as possible. Should an employee report to work at the employee's designated start time and prior to the District providing notification (which may be done via methods identified in advance by the District and including Twitter, other social media, the District's website, School Messenger, or local media), the employee shall receive a minimum of one (1) hour of report to work pay or the actual amount of time worked whichever is greater.

B. Should an employee's regular work schedule be changed by the District due to inclement weather or other emergency, the District will notify the Association within ten (10) days of the decision to make this change and the Association will be provided the opportunity to bargain the impacts of this change.

ARTICLE VII - GRIEVANCE PROCEDURE

SECTION 1 - DEFINITIONS

A. A "*grievant*" shall mean an employee or group of employees or the Association filing a grievance.

B. A "*grievance*" is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement to the detriment of the grievant and may be processed as a grievance as hereinafter provided.

C. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

SECTION 2 - RIGHTS TO REPRESENTATION

A. The Board shall recognize grievance representatives upon their identification by the Association. At least one Association representative shall be present for any meetings, hearings, appeals or other proceeding relating to a grievance which has been formally presented.

B. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the procedure, even though there is no individual grieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

C. The Association on its own may continue any grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

SECTION 3 - INDIVIDUAL RIGHTS

A grievant may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by an Association representative selected by the Association provided, however, the District shall notify the Association of all grievances and the Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

SECTION 4 - PROCEDURE

STEP 1.

The parties in interest acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications, prior to the filing of a grievance. Within twenty (20) days following knowledge of the act or condition which is the basis of the complaint, the grievant may

present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

STEP 2

If the grievant is not satisfied with the disposition of the grievance at Step l, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be appealed to the Superintendent or his/her designee within five (5) days. The Superintendent shall arrange for a meeting with the grievant and/or the Association to take place within five (5) days of his/her receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent will have five (5) days to provide his/her written decision, together with the reasons for the decision to the Association.

STEP 3.

If the grievant is not satisfied with the disposition of the grievance at Step 2, or if no decision is rendered after presentation of the appeal to the Board, the grievant may within five (5) days request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may by written notice to the Superintendent, within fifteen (15) days after receipt of the request from the grievant, submit the grievance to binding arbitration.

SECTION 5 - ARBITRATION

If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

A. Within ten (10) days after written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator or to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the ten (10) day period, the WAEOP shall request a list of arbitrators from the Federal Mediation & Conciliation Service (FMCS), Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA).

   The parties shall separately rank and strike the names on the list and return their selections to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

B. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step 3 at meetings.

C. The decision of the arbitrator will be transmitted to the District and the Association and will be final and binding upon the parties.

D. The costs for the services of the arbitrator, including per diem expenses, if any and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

SECTION 6 - ALTERNATE PROCEDURES/ELECTION OF REMEDIES

In the event a legal remedy other than arbitration is chosen by the grievant, the District will not be required to participate in the arbitration.

SECTION 7 - TIME LINES

If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure.

When a grievance is submitted on or after June 1, the time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

SECTION 8 - NO REPRISALS

No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.

SECTION 9 - COOPERATION OF THE DISTRICT

The District will cooperate with the Association in its investigation of any grievance and, further will furnish the Association such information as is requested for the processing of any grievance.

SECTION 10 - JURISDICTION OF THE ARBITRATOR

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute his/her knowledge for the expressed provisions of the Agreement under question.

SECTION 11 - RELEASED TIME

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

SECTION 12 - PERSONNEL FILES

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

SECTION 13- GRIEVANCE FORMS

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be as attached in Appendix B and by this reference incorporated herein.

ARTICLE VIII - DURATION

SECTION 1 - DURATION

A. This Agreement shall be effective on September 1, **2018** and continue in effect through August 31, **2021**, for a three (3) year term.

SECTION 2 - RE-OPENERS

A. **If employees are required to transition to a state insurance benefit program during the term of this agreement, impacted sections of this agreement shall be opened.**

B. There will be no **other** re-openers for the duration of this contract unless mutually agreed upon by both parties.

APPENDIX A - Salary Schedule

Treaty Day is not a paid holiday. When an employee works on Treaty Day, their regular rate of pay applies. Treaty Day is a work day for 260 day employees.

	2018-2019 10% increase	2019-2020 3.75% or IPD whichever is higher	2020-2021 2.25% or IPD whichever is higher
Probationary Step of 1 year	**19.75**	**20.49**	**TBD**
Years 2 and 3	**21.80**	**22.62**	**TBD**
Years 4 and above	**23.54**	**24.42**	**TBD**
Years 6 and over	**24.55**	**25.47**	**TBD**
Payroll position			
Probationary Step of 1 year	**26.74**	**27.74**	**TBD**
Years 2 and 3	**28.72**	**29.80**	**TBD**
Years 4 and 5	**30.12**	**31.25**	**TBD**
Years 6 and over	**31.38**	**32.56**	**TBD**

Employees who hold an AA will receive $200.00 and those who hold a BA degree will receive $400.00 per year. This payment will be paid in one lump sum in the June paycheck.

APPENDIX B - Grievance Review Request Form

STEP 1

A. 1. Name _____

2. Date of knowledge of the action or condition giving rise to grievance._____

3. Date of filing _____

4. Position/Title _____

5. Building Assignment _____

B. 1. Statement of grievance:

a. Situation leading to grievance:

b. Specific violations:

c. Steps taken to resolve grievance:

2. Specific relief requested, including provision(s) justifying the response, if any:

3. _____ _____
Grievant's Signature Date

C. 1. Immediate supervisor's Step l response, including provision(s) justifying the response, if any:

2. _____ _____
Supervisor's Signature Date

3. Grievant's response:

_____ a. I accept the Supervisor's response

_____ b. I reject the Supervisor's response and I appeal to Step II

_____ _____
Grievant's Signature Date

STEP II

D. 1. Superintendent's Step II response, including provision(s) justifying the response, if any:

_____ _____

Superintendent's Signature Date

2. Grievant's response:

_____ a. I accept the Superintendent's response.

_____ b. I reject the Superintendent's response and I appeal to Step III.

_____ _____

Grievant's Signature Date

STEP III

Date appealed to arbitration _____

_____ _____

Association President's Signature Date

APPENDIX C - EMPLOYEE EVALUATION REPORT

Employee's Name _____ School/Department/Position _____

Period Covered by Evaluation _____

	Exceeds Expectations	Meets Expectations	Problem/ Concern	Unacceptable
1. **QUALITY OF WORK**				
A. Accuracy	_|	_|	_|	_|
B. Skillfulness	_|	_|	_|	_|
C. Thoroughness	_|	_|	_|	_|
D. Neatness	_|	_|	_|	_|
E. Organization of job	_|	_|	_|	_|
F. Economy of materials	_|	_|	_|	_|

Comments: _____

_____

_____

2. **QUANTITY OF WORK**				
A. Time management/use	_|	_|	_|	_|
B. Volume of work accomplished	_|	_|	_|	_|
C. Lunch, breaks of appropriate length	_|	_|	_|	_|
D. Performs all job description duties	_|	_|	_|	_|

Comments: _____

_____

_____

3. **KNOWLEDGE OF JOB**				
A. Understands job procedures/methods	_|	_|	_|	_|
B. Expertise in assigned tasks	_|	_|	_|	_|
C. Utilization of work experience	_|	_|	_|	_|
D. Ability to acquire necessary skills	_|	_|	_|	_|

Comments: _____

_____

_____

4. **PERSONAL QUALITIES**				
A. Appropriately attired	_|	_|	_|	_|
B. Honesty, integrity	_|	_|	_|	_|
C. Confidentiality in job performance	_|	_|	_|	_|
D. Leadership	_|	_|	_|	_|
E. Positive attitude	_|	_|	_|	_|
F. Communicates appropriately, courteously	_|	_|	_|	_|
G. Willingness to work toward common goals	_|	_|	_|	_|
H. Team effort-supports District's Team	_|	_|	_|	_|

Comments: _____

_____

_____

5. **COOPERATION**

A. Work rapport with peers	_|	_|	_|	_|
B. Work rapport with supervisor	_|	_|	_|	_|
C. Rapport with students	_|	_|	_|	_|
D. Work rapport with public	_|	_|	_|	_|
E. Accepts assignments in responsive manner	_|	_|	_|	_|
F. Accepts/implements suggestions	_|	_|	_|	_|

Comments: _____
_____
_____

6. **DEPENDABILITY**

A. Punctuality	_|	_|	_|	_|
B. Attendance	_|	_|	_|	_|
C. Conscientiousness	_|	_|	_|	_|
D. Assumes responsibility	_|	_|	_|	_|

Comments: _____
_____
_____

7. **INITIATIVE**

A. Self-starting	_|	_|	_|	_|
B. Seeks additional	_|	_|	_|	_|
C. Seeks increased responsibility	_|	_|	_|	_|
D. Where appropriate, makes decisions	_|	_|	_|	_|

Comments: _____
_____
_____

Evaluated by: _____ Date: _____

Summary Comments: _____
_____
_____
_____
_____

Employee's Signature: _____ Date: _____

Employee comments: _____
_____
_____
_____
_____

(Signature indicates that evaluation has been discussed with the employee and that he/she has received a copy. Such discussion and signature does not imply agreement with this evaluation report. Within ten (10) days the employee may provide a written rebuttal/response)

(FORM CE 1) REV. 7/98

APPENDIX D - JUST CAUSE/SEVEN KEY TESTS *

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE**: "Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"

2. **REASONABLE RULE OR ORDER**: "Was the District's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District's business, and (b) the performance that the employee might properly expect of the employee?"

3. **INVESTIGATION**: "Did the District, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"

4. **FAIR INVESTIGATION**: "Was the District's investigation conducted fairly and objectively?"

5. **PROOF**: "At the investigation, did the `judge' obtain substantial evidence or proof that the employee was guilty as charged?"

6. **EQUAL TREATMENT**: "Has the District applied its rules, orders and penalties even-handedly and without discrimination to all employees?"

7. **PENALTY**: "Was the degree of discipline administered by the District in a particular case reasonably related to
   a) the seriousness of the employee's proven offense, and
   b) the record of the employee in his service with the District?"

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

SIGNATORIES

FOR THE ASSOCIATION:

Rebecca Ruiz, President

Merced Carillo, Bargainer

Yessica Ramirez, Bargainer

Nancy Rivera, Bargainer

Andrea Rodriguez, Bargainer

Diana Salinas, Bargainer

Date 5/31/19
Ratified by Wapato Assoc of Ed Office Personnel

FOR THE DISTRICT:

Kelly Garza, Superintendent

Maria Erickson, Board President

Sarah Divina, Board Member

John Francisco, Board Member

Alan Taylor, Board Member

Javier Vela, Board Member

Date 6/26/19
Ratified by the Wapato School Board