

WASHTUCNA SCHOOL DISTRICT

CLASSIFIED EMPLOYEE AGREEMENT

SEPTEMBER 1, 2018

THROUGH

AUGUST 31, 2021

WASHTUCNA SCHOOL DISTRICT #109



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WASHTUCNA SCHOOL DISTRICT 109-43

CLASSIFIED EMPLOYEE AGREEMENT

PROCEDURE STATEMENT

The Board of Directors of the Washtucna School District No.109-43 stand ready and willing to enter into negotiations for the purpose of collective bargaining with the Classified Staff of the Washtucna School District.

PREAMBLE

This agreement is made and entered into by and between the Washtucna School District #109-43 Board of Directors, hereinafter referred as the "Board" or "District", and the Classified Staff of the Washtucna School District #109-43, hereinafter referred to as the "Classified Staff" or "Bargaining Unit". This agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms. Whereas the Board and the Classified Staff recognize the mutual obligation to bargain in good faith to effectuate the provisions of applicable state laws, now, therefore, it be hereby agreed as follows:

RECOGNITION

The Board of Directors of the Washtucna School District #109-43 recognizes the Washtucna School District Classified Staff as a group, are a part of the educational system and are entitled to their own specified rights and privileges. The Washtucna School District Classified Staff recognizes the Board as the elected representatives of the patrons of the Washtucna School District, as the employer of the Classified Staff, and as such, make the final determinations on all policies. It is understood and agreed by both parties that the Board possesses the sole right to operate the School District so as to carry out the statutory mandate and policies of the School District. All management rights are retained in the management team. The bargaining unit to which this agreement is applicable shall consist of all Classified Staff, as being those individuals employed by the district as Bus Drivers, Cooks, Custodians, Para Educators, Preschool staff, *maintenance personnel* and substitutes as defined on the classified salary scale listed elsewhere in the agreement. Let it be noted that due to their scheduling and no-full time employment status, substitutes are not guaranteed any seniority rights mentioned elsewhere in this agreement. All certified staff are excluded and additionally, District Office Personnel (Business Manager and School Secretary) are specifically excluded, this determination being made by the nature of confidentiality inherent in those positions.

DISTRIBUTION OF AGREEMENT

It shall be the responsibility of the Board to print and distribute this agreement to all members of the Classified Staff, within 30 days of ratification by both parties.

INDIVIDUAL AGREEMENT

The Board shall issue individual agreements or letters of intent by May 30th of each year. The employee shall indicate his/her acceptance of the agreement or letter of intent by returning it signed, within 10 days of issuance, and shall, in addition, indicate whether or not he/she is actively seeking employment elsewhere. *Job descriptions shall be reviewed annually and revised when appropriate (see Board Policy/Procedure No. 5230).*

HOURS OF WORK AND OVERTIME

Each employee shall be assigned to a definite shift and workweek with designated time of beginning and ending. Should the employee be required to work more than 40 hours per week, the employee shall be given the option of: (1) receiving pay at the rate of time and one half (1.5) hours for all hours worked over 40 hours per week, or; (2) taking time at one and one half (1.5) as compensated time. Approval for overtime or compensation time will be pre-arranged and determined by the Superintendent/or *designee* except for health and safety emergencies. Compensatory time in lieu of pay for OT must be taken within 30 work days of being earned and must be scheduled with the approval of the principal or superintendent. Two rest periods of 15-minute duration each will be provided for 8-hour employees; one midway within the first four hours of work and one midway within the last 4 hours worked. In the event an employee is assigned to a shift less than eight hours, the employee shall be given one fifteen (15) minute rest period for each four (4) hours worked.

Anyone called into work by the Superintendent or Designee, but not on their regular scheduled shift, shall be paid a minimum one hour (1) for the call-in, and then paid accordingly, to this agreement, after the first hour of being called in.

The Board recognizes that from time to time employees working less than a regular forty (40) hour work week are required to work more than their assigned work day. These full-time less than forty hour **regular employees** have the option to take compensation time. As a general rule, all compensation time must be used as directed in this segment but may not be accrued and held longer than thirty (30) days without pre-approval of the Superintendent or his designee. It is understood by the Board and the bargaining unit that compensation time or "comp time" for employees working less than forty (40) hours a week will be, for the purpose of Department of Labor and Industries' definitions, figured on an hour for hour basis if the total time per week is less than forty hours worked.

PROFESSIONAL TRAINING

In the mutual interest of the District and the *staff*, the District may cause funds to be available, which shall be used by employees subject to this agreement for professional improvement. Expense reimbursement will follow the District-Wide Travel Policy.

INSURANCE BENEFITS

The Washtucna School District will provide insurance benefits in the dollar amount as allocated by the legislature for permissive benefits on an FTE basis. Employees working over 4 hours per day, on average, or at the option of the district, may participate in

permissive benefit programs offered by the district. Any benefit expense not covered by the state-funded FTE allocation shall be paid by the employee. The FTE for benefit allocation calculation is figured on a 2,080-hour work year. Less than full-time employees will receive insurance benefit allocations prorated as to actual contracted FTE. Should the State give full funding for classified benefits for employees working less than 2,080 hours annually, employees will receive insurance benefits as per dollar and hourly allocation as provided by the legislature. Should the district negotiate different insurance benefit allocation stipulations with other collective bargaining units, the district may offer the same to the classified *employees*.

SICK LEAVE

At the beginning of each month, eligible employees shall be credited with sick leave at the rate of 1 day based on "FTE" (hours worked per day).

Pursuant to RCW 49.46.210(1)(b) and (c), sick leave may be used a) to care for yourself or a family member; b) when you or a family member is the victim of sexual assault, domestic violence, or stalking; and c) in the event the school district or your child's school or place of care is closed by order of a public official for any health-related reason. Sick leave may be used for self, spouse, any dependent in the employee's care to include foster children, parents and grandparents or immediate family and only for the above reasons. The district may request a doctor's verification of illness or disability for any absence that extends beyond 5 workdays. The District will provide an accounting of accumulated sick leave on the employee's pay stub each month.

For part time, substitute and seasonal workers, the District will comply with the requirements set forth in Initiative 1433.

Upon prior approval of the Superintendent/or *designee*, employees may utilize a maximum of three (3) days per year from their allotted sick leave allowance for *emergency* leave. This leave shall be allowed for such personal emergencies as family illness and those items where appointments cannot be made outside the school day e.g. lawyer, banks, contracts, loans, etc. It is agreed that these personal emergency days are provided for true emergencies and are not provided as simply personal leave, for any reason. The district may provide additional personal or emergency leave for unique or extenuating circumstances.

Bereavement

The district shall grant each staff member to use and be paid by the District a maximum of 2 days paid by the Districts and 3 days maximum utilizing sick days per year for bereavement. Bereavement leave shall not accumulate. Bereavement leave may be used for spouse, any dependent in the employee's care to include foster children, parents, grandparents or immediate family.

PERSONAL LEAVE

Each employee shall be granted two (2) paid days of personal leave per year for the purpose of attending to personal business. Personal days do not accumulate from year to

year. Personal days are not eligible for sick leave buy out. Requests for personal leave must be submitted to the principal or superintendent at least three (3) days prior to the anticipated leave. The following caveats apply to personal leave:

- 1. No more than two (2) classified employees shall take personal leave on any one day.*
- 2. No personal leave shall be taken on the first or last day of school or on the day before or after a holiday unless approved by the superintendent/principal prior to the leave. (2080 hour employees already have the day after Thanksgiving, the day before or after Christmas and New Year's Day off)*
- 3. Personal leave may not be approved if no substitute is available. Once approved, however, it is the responsibility of the District to cover the duties of the absent employee.*
- 4. Personal leave need not be taken in half day increments.*

FAMILY LEAVE

The Board recognizes that the demands of the workplace and families need to be balanced to promote a family stability and economic security for School District employees. The Board, at its discretion, may authorize days of leave with or without pay for such emergencies as family leave addressed above. In the event the employee's sick leave has been exhausted, the leave may be granted without pay. The district will administer Family Leave according to the state regulations, as they may exist at the time of requested leave.

EMPLOYEE ATTENDANCE INCENTIVE PROGRAM (Sick Leave Buy-out)

The District will administer the Employee Attendance Incentive as provided for and by the procedures outlined in RCW and WAC as that language exists and may be changed by the state.

VEBA

The District will allow the classified *staff* to participate in VEBA as provided for and by the procedure outlined in state RCW and WAC if requested by the employee group.

LEAVE SHARING

The District will allow for leave sharing as provided for and by the procedure outlined in state RCW and WAC as that language exists and may be changed by the state.

EXTENDED EMERGENCY LEAVE PROVISION

The Board recognizes the fact that certain circumstances could well arise in which an employee would have a need of additional time away from the job in the event of unusual or extended family illness or bereavement. This provision would apply to individuals who have previously used up their allotted vacation time or personal leave. Upon approval of the Superintendent, employees may be granted extended unpaid leave for personal emergencies. The Board may consider paid leave for extenuating circumstances.

UNPLANNED EMERGENCY LEAVE

If an employee misses school because of an unplanned emergency (travel or weather conditions) the Superintendent may grant emergency leave with pay to the affected employee or employees. Emergency leave without pay may be granted by the Superintendent for special circumstances.

LEAVE OF ABSENCE

Leaves of absence for up to one (1) year without pay may be granted to employees for the purpose of study, travel, recuperation, and working in a professional related field or related business. A leave of absence for one year entitles the employee to the same placement prior to leaving. Upon return from such leave, the employer shall be placed in the position last held or a similar position within the district. Upon request by the

employee, such leave may be renewed for up to one (1) additional year. The employee may continue to receive the employee group medical benefits by prepaying the costs either monthly or annually **per COBRA laws in effect at the time of the unpaid leave**. To be considered for this leave, the employee must have worked in the District for a minimum of three (3) years. There will be a limit of one employee per year taking such leave. The Board reserves the right to attach provisions to any approved request for leave of absence that allows the return of the employee only if a position is available. This provision must be attached at the time of the original request.

HOLIDAYS

All full-time, twelve (12) month employees shall receive the following paid holidays. Holidays that fall on a weekend may be taken at an alternate time at the option of the employee with the agreement of the Superintendent.

- | | |
|---------------------------|-------------------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. President's Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day before/after Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. Day before/after New Year's Day |

Any employee required to work on any of the above holidays shall receive twice the regular pay.

VACATIONS

All full-time, twelve (12) month employees shall receive paid vacations in accordance to the following schedule:

1. After one year of service twelve (12) days paid vacation
2. After four years of service fifteen (15) days paid vacation
3. After eight years of servicetwenty (20) days paid vacation
4. Vacations may be accrued to a maximum of thirty (30) days as of the 1st of September of each year.
5. Vacations shall be scheduled at the request of the employee unless such vacation would disrupt the normal operations for the school, which will be at the determination of the Superintendent. Vacation will accrue to 12-month employees on a monthly basis prorated as to earned days per year. (12 days per year prorated 1 day allocated per month worked; 15 days per year prorated 1.25 days allocated per month; 20 days per year allocated 1.67 days per month)

Newly hired employees

Eligibility for use of vacation shall be determined as follows:

1. The eligibility date of the employee newly hired or hired after termination of employment, shall occur on the anniversary date of his/her employment.
2. An employee becomes eligible to use his/her vacation credit after reaching his/her first eligibility date, provided, however, that new employees after six (6) months of continuous service, may be eligible to use their vacation prorated to their hire date, as determined and approved by the Superintendent.

TRANSPORTATION

***Regular Shift---**Shifts for transportation personnel shall be established by the Transportation Supervisor in relation to the time necessary to complete routes as established by the District. In addition to drive time, one quarter (1/4) hour per run shall be allowed for “walk around” time including:

- pre-trip inspection**
- cleaning**
- defrosting**
- warming time**

Route drivers will be paid the total amount for one (1) contract year in (12) twelve equal installments. Any additional time will be paid from the timesheet hours in the following pay period. The District Transportation Supervisor, in consultation with the Superintendent, will determine the way in which driver pay will be recorded and compensated on any extended or overnight trips.

***Maintenance Runs---**Drivers on maintenance runs shall be compensated at their current rate for actual time required driving to and from the maintenance location. Wait time will be paid at regular current rate so long as the driver remains on duty at the maintenance site.

***Extra Trips---**Extra trips shall be defined shall be defined as any and all yellow school buses owned by and scheduled by the Washtucna School District other than regular scheduled daily routes and shall include, but not limited to:

- activity trips**
- bus drills**
- bus inspections**
- in-service training**
- testing for drug and alcohol**
- any other job related activity required by law or the employing district**

Extra trips shall be assigned to drivers employed by the District in the following order:

1. **Route Drivers**
2. **Substitute Drivers**

The Transportation Supervisor is **not required** to assign **Extra Trips** to any driver if such a trip schedule will place the employee on overtime status. Extra trips or Route assignments will **not necessarily** be assigned in any particular order. Substitute drivers do **not** have a seniority base due to their common availability. As agreed to by the Board in 2012, all drivers are required to follow the “**chain of command**” which strictly prohibits direct contact with **Board Members** without first contacting the **Transportation Supervisor, Principal and Superintendent**.

***Trips that are directly related to classes, extracurricular activities, or Sports may use the teacher, coach or advisor as the driver when He/She is properly licensed to drive a yellow school bus.**

***A teacher, coach or advisor in possession of a valid Washington State Driver's License may be allowed to drive a school or private vehicle (other than yellow school buses) for trips directly related to classes, extracurricular activities, or sports.**

***Said teacher's and/or coaches will not receive driver's pay for transporting students.**

***Training**—Required in-service and medical physicals, including travel time, shall be paid at the driver's base hourly rate. Required driver physicals will be paid by the School District when performed by a State Certified CDL Physical Doctor.

PERSONNEL FILES

Employees shall, upon request, have the right to inspect all contents of their personnel file kept within the district as well as employment references when leaving. Upon request, a copy of any document contained therein shall be afforded the employee at the employee's expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. **A separate annual work file may, however, be kept by the employee's supervisor. Such working file will be destroyed at the end of the current work year, or after the employee has been evaluated.** A separate file for processed grievances may be kept in the employee's personnel file.

An employee may request a person of his/her choosing to be present at the time of review. An employee's personnel file may contain the following minimum items of information: TB report, all evaluation reports, employment contracts, a transcript or academic records, and any pertinent information pertaining to present position.

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 any discipline action against the employee. No evaluation, correspondence or other derogatory material reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the employee's personnel file without the employee's signature and exclusive right to attach his/her own written comments. The employee shall sign all such material. All information forming the basis for any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events recorded in the personnel file. Upon request by the employee, the Superintendent, or his official designee, shall sign an inventory sheet to verify the contents of the personnel file at the time of the inspection by said employee.

EVALUATION PROCEDURE (See Classified Personnel Evaluation form)

The evaluator shall go over the evaluation form with the individual to be evaluated to achieve a mutual understanding of its contents. Evaluations using the official form shall constitute the only evaluation record in the employee's personnel file unless mutually agreed upon. All evaluations shall consist of direct observation and not hearsay. The use of eavesdropping or audio-systems shall be strictly prohibited. Any complaints regarding a classified person made to any member of the administration by any parent, student, or

other person, which is used in any manner in the evaluation will be promptly investigated and called to the attention of the classified employee. The classified employee will be given the opportunity to respond to and/or rebut such complaint. Informal evaluations and reviews, plans for improvement, or commendations may be used as part of an employee's overall annual performance appraisal. The employee shall sign each evaluation form after careful review of its contents. Such signing does not indicate concurrence with the evaluation but indicates the employee has received and read the evaluation. A classified employee shall have the right to attach a disclaimer or an addendum to the evaluation form. Each classified employee will be provided a copy of the completed annual evaluation. The permanent personnel file is the official file for all employees. A working file may be kept during the year by the supervisor; however, the permanent file is the official file for employment documents including evaluations, discipline records, certification records, etc. The employee's permanent personnel file will be open to the employee for inspection at a mutually agreeable time, during school business hours when the Superintendent, principal or business manager is available.

CLASSIFIED EMPLOYEE PLACEMENT SCHEDULE

Employees shall be compensated in accordance with the provisions of this agreement for all hours worked. Wages for employees subject to this agreement, during the term of this agreement, are contained in the Appendix attached to the agreement. Increments, where applicable, may take effect on the first day of each school year during the term of this agreement; provided the employee has been actively employed continuously for at least one-half of the previous employment year with the district. Contracted hours will be determined at the time that an employee's contract is approved and/or adjusted during the year and will not change from month-to-month without specific approval. Employees shall be placed on the placement schedule at their time of hire by the Superintendent according to their previous work experience and any other factors, which may be deemed relevant by the Superintendent. An employee previously employed by a public school will be placed on the salary schedule to reflect years of service in a like position. Substitute pay shall be set as negotiated in the placement schedule.

IN-HOUSE HIRING PRACTICES

For the purpose of filling open or new positions, "in-house" applications will be limited to any current Washtucna School District Employee who works for the district on a daily basis but will not include anyone working as a substitute for the district on a part time or fill-in basis. It is therefore recognized that the district will not recognize substitutes as being under the "in-house" umbrella. All in-house positions will be posted on the district website, as well as on the school bulletin board at the entrance to the building and in the employee mailroom in order to best communicate to the existing staff. Once the "in-house" period has passed, not to be less than five (5) working days, and the position is openly posted as required by law, all applicants may apply for the open, advertised position.

Reduction in work hours for a particular position may be determined from year to year by the Board, depending on the demands of the position or the financial position of the District. Individual classified agreements are not continuing contracts and are made to be paid out during one fiscal year, September 1—August 31. Annual written agreements shall be distributed no later than September 30th of each school year. Individual agreement work days are based on the school year, and may include days before and after the start and end of the school year.

The District shall pay the full cost of all fees related to education and training required as a condition of continued employment. **If the State or District requires physical exams, the actual out-of-pocket cost to the employee will be paid by the school district.**

DISCIPLINE AND DISCHARGE OF EMPLOYEES

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to

reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Should the District decide to discharge or lay off any Classified employee, the employee shall be notified in writing prior to June 30th of any year. Nothing contained herein shall be used to prevent the District from discharging an employee for acts of misconduct occurring at any time, or for failure to meet the requirements of said employee's job description.

PROBATION, SENIORITY AND LAYOFF PROCEDURES

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment based on formal school board approval (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. Each new hire shall remain in a probationary status for a period of not more than six (6) months following the date of hire. During this probationary period, the District may discharge such employee at its discretion and for any reason.

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this agreement retroactive to the hire date. Seniority rights of an employee shall be lost for the following reasons:

1. Resignation
2. Discharge
3. Retirement
4. Change in job classification within the bargaining unit as hereinafter provided.

Seniority rights shall be effective within the general job classification. As used in this agreement, general job classifications are as follows:

- a. *Transportation*
- b. *Custodial/Maintenance*
- c. *Student Services — Para educators, preschool staff, food service*

The employee with the earliest hire date will be given preferential consideration regarding promotions, assignment to new or open jobs, extra job assignments or new positions and layoffs when ability, training, certification, job knowledge and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability, training, certification, job knowledge and performance substantially greater than a senior employee or senior employees, if requested, the District will set forth in writing to the employee or employees and the group grievance committee chairperson its reasons why the senior employee or employees have been bypassed.

The District will publicize within the bargaining unit for five working days, the

availability of open positions as soon as possible after the District is apprised of the opening.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for two years.

Employees on layoff status shall provide their addresses in writing with the Business Manager of the District and shall thereafter promptly advise the District in writing of any change of address. An employee shall forfeit rights to reemployment provided the employee does not comply with the requirements or does not respond to the offer of re-employment within fifteen (15) calendar days. An employee on layoff status who rejects an offer of employment forfeits seniority and all other accrued benefits, provided, that such employee is offered a position substantially equal to that held prior to layoff.

RIGHT TO BE HEARD

No employee shall be reprimanded, disciplined, reduced in compensation, or deprived of any employment advantages or rights, without due process. An employee has the right to access all accusations. Any grievance is to be settled through the grievance procedure.

RIGHT OF REPRESENTATION

At least one disinterested party (member of the Classified Staff) may be present for any meeting, hearing, appeals, or other procedure relating to a grievance, which has been formally presented, upon request of the aggrieved. The *bargaining unit* has the right to represent the interests of all employees in the *classified group* and 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 personnel policies which effect employees covered by this agreement and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The *bargaining unit* shall promptly be notified by the District of any grievance or disciplinary actions for any employee in the *bargaining unit* in accordance with the provision of the discharge and grievance procedure articles contained herein. The *bargaining unit* is entitled to have an observer at the hearing conducted by any District Official or body arising out of grievance or discipline, and to make known the *unit's* concerning the case. Each year, the *bargaining unit* will notify the District, in writing, indicating which *unit* member is the contact for official notifications.

NO REPRISALS

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in a grievance procedure.

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the *bargaining unit* are matters relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the Classified *Bargaining Unit*, subject to this agreement.

BARGAINING UNIT REPRESENTATION

The *bargaining unit* will designate a committee of two (2) members who will meet with the Superintendent as needed, to discuss items of mutual concern. The meeting may be held during the day at such times as will cause the least disruption of the work schedule of the District.

GRIEVANCE PROCEDURE — NEW SECTION

A grievance is defined as an alleged violation of a specific term of this agreement or a dispute regarding an interpretation of this agreement. A grievant shall be an individual employee or group of employees covered by this agreement. Grievances shall be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum and every reasonable effort shall be made to expedite the process. To the extent that time limits are expressed in days, days shall consist of weekdays exclusive of legal and school holidays. The time limits specified herein may be extended by the mutual concurrence of the parties; however, failure of either party to comply with the time limits set forth herein, without that mutual concurrence, will serve to declare the grievance settled based upon the last request made or the last answer provided and no further action shall be taken.

A grievant must file a grievance within ten (10) days of the alleged act which gives rise to the grievance. The parties mutually agree to provide each other such information about the grievance as is required for investigation or processing of the grievance.

Time Lines

Step one — Informal discussion: an employee with a grievance shall first discuss the grievance with his/her immediate supervisor. Every effort will be made to resolve the grievance at this level in an informal manner and the employee will identify the specific subject of the grievance.

Step two- Formal submission: In the case the grievant is not satisfied with the disposition of the grievance at Step One, he/she shall reduce the grievance to writing indicating (1) the specific section and contract language and specific term(s) of this agreement violated or misinterpreted; (2) the relief sought and within (5) five days from the date of the informal discussion in Step One, present the signed grievance to the supervisor who will in turn have (5) five days to provide the grievant with written disposition of the grievance.

Step three- In the event the grievant is not satisfied with the disposition of the grievance at Step Two; he/she shall within (5) five days, refer the grievance to the Superintendent. The Superintendent or designee will meet with the grievant and shall

provide the grievant with a written disposition of the grievance within (5) days of the meeting.

Step four – If no settlement is reached at Step Three; the grievant may submit a written complaint to the School Board through the Superintendent. After the submission of the complaint the parties have (30) thirty days to resolve the grievance. Either party may cause a review of the issue to be made at a special board meeting, or as a part of a regular board meeting. In any case the Board shall provide the grievant a written disposition of the grievance within (40) forty days of the initial filing of the grievance at Step Four or (10) ten days after the board meeting in which the issue was discussed.

Time limits may be extended by mutual agreement; however, no extension shall be granted if the time limits in any of the above steps have expired.

The District and the *Bargaining* Unit shall each bear their own expenses involved in the processing of the grievance.

All material presented by the grievant and pertinent to the grievance must be submitted no later than Step Two of the process. If new information or evidence is forthcoming the grievance must return to the beginning.

The decision of the School Board shall be final and binding on all parties.

STAFF COMPLAINT

The Board recognizes the importance of establishing reasonable and effective means for resolving difficulties which may arise among staff, to reduce potential areas of grievances and to establish and maintain two-way channels of communication between supervisory personnel and staff. The Board intends to expedite the process of all concerned parties. Staff is urged to use the administrative procedures whenever they feel that a district action has aggrieved them. The procedures are established to secure a proper and equitable solution to a complaint at the lowest possible supervisory level and to facilitate an orderly procedure within which solutions may be pursued. A complaint may be a claim by a staff member based on alleged violation, misinterpretation or a misapplication of existing district policies or administrative procedures. All documents, communications and records dealing with the processing of a grievance shall be maintained in a separate file and shall not be kept in the personnel file of the aggrieved.

RESOLUTION OF STAFF COMPLAINTS are on record in the District Office under Policy and Procedure #5270 and #5270P, adopted 5/25/10.

DURATION AND TERMS OF AGREEMENT

The terms of this agreement shall be for a 3-year period, September 1, 2018 through August 31, 2021.

All provisions of this agreement shall be applicable to the entire term of the agreement notwithstanding its execution date, except as provided in the following paragraphs.

This agreement may be reopened and modified at any time during its term upon mutual agreement of both parties in writing.

This agreement may be reopened prior to June 30th of each successive year for the purpose of discussing wages and benefits and to consider the impact of any legislation enacted by the Legislature following execution of this agreement that may affect the terms and conditions covered by this agreement.

If any provision of this agreement or the application of any such provision is held invalid, the remainder of this agreement shall not be affected therein.

Neither party shall be compelled to comply with any provision of this agreement which conflicts with State or Federal statute or regulations promulgated pursuant thereto.

APPENDIX

2018-19 CLASSIFIED HOURLY RATES

POSITION	STEP 1	STEP 2	STEP 3
Head Cook	\$14.60	\$15.00	\$15.45
Custodian	\$14.60	\$15.00	\$15.45
Maintenance	\$17.14	\$17.66	\$18.19
Maintenance with school bus CDL	\$17.48	\$18.01	\$18.55
Trans Supervisor	\$23.67	\$23.76	\$24.95
Bus Driver	\$17.14	\$17.66	\$18.19
Bus Standby	Minimum Wage		
Bus Driver On Call	1 hour at Minimum Wage per on call period (Fri, Sat, Sun only)		
Support Driver	\$13.50 without class (No OSPI approval) \$15.00 with class and OSPI approval		
Para Educator	\$13.00	\$13.39	\$13.79
Preschool Lead	\$14.81	\$15.25	\$15.71
SUBSTITUTE RATES			
Sub Custodian/Summer	\$12.30		
Sub Maintenance	\$13.30		
Sub Transportation Supervisor	Short Term (first 30 days)- \$2 over current pay Long Term (over 30 days)- Step 1 Transportation Supervisor		
Sub Bus Driver	Step 1		
Sub Para Educator	Step 1		
Sub Preschool	Step 1		
Sub Cook	Step 1		

From time to time, the Washington State or Federal legislature(s) see fit to allocate funds to school districts in the form of raised income, cost of living increases, consumer price index, and/or other like funding's. If such funding becomes available, it is the request of the Washtucna Classified Staff that the Washtucna Board pass through any such funds in full that are made available to the classified staff or support staff or any other term used by legislature(s) that refer to the Classified employees of the Washtucna School District. It is also requested by the Classified staff that any such funds allocated by said legislators not be used as or to be supplemental in funding of any and all pay increases otherwise negotiated elsewhere in this or any future negotiations between the Classified Staff of the Washtucna School District and the Washtucna School Board unless jointly agreed upon.

Classified Personnel Evaluation Form Washtucna School District

Date _____ Classified person _____

Assignment _____ Years in District _____ Evaluator _____

Exceeds Expectations=EE Satisfactory=S Needs Improvement=NI
Unsatisfactory=U Not able to observe=NA

CRITERIA 1

Job Performance: The Classified Employee demonstrates through his/her performance a competent level of skill and knowledge in the following areas:

- | | | | | | | |
|----|---|----|---|----|---|----|
| 1. | Understands the job and the job description. | EE | S | NI | U | NA |
| 2. | Completes the tasks assigned. | EE | S | NI | U | NA |
| 3. | Seeks and accepts additional tasks when appropriate. | EE | S | NI | U | NA |
| 4. | Attempts to upgrade his/her performance. | EE | S | NI | U | NA |
| 5. | Has a good attitude toward his/her duties and assignments. | EE | S | NI | U | NA |
| 6. | Follows directions | EE | S | NI | U | NA |
| 7. | Is punctual. | EE | S | NI | U | NA |

Comments:

CRITERIA 2:

Work Site Management: It has been proven that a tidy work area is more beneficial to job performance and job efficiency.

1. **Maintains a clean and pleasant work area.**
EE S NI U NA
2. **Maintains a current inventory of needed supplies and equipment.**
EE S NI U NA
3. **Demonstrates proper care of equipment.**
EE S NI U NA
4. **Can produce necessary information that may be requested at ease.**
EE S NI U NA

Comments:

CRITERIA 3:

Occupational Preparation: To be open to new ways and ideas is a sign of interest and pride in your work.

1. **Seeks and accepts new methods from peers.**
EE S NI U NA
2. **Seeks and/or accepts new methods from other districts**
EE S NI U NA
3. **Maintains active credentials as necessary.**
EE S NI U NA
4. **Attends District in-service programs.**
EE S NI U NA
5. **Attends District approved in-service workshops.**
EE S NI U NA
6. **Makes constructive suggestions that make your job more efficient.**
EE S NI U NA

Comments:

CRITERIA 4

Effort Toward Improvement When Needed:

Everyone can go along thinking they are doing the best job possible when in essence they fall in to habits. The conscientious employee will look for impartial ideas and accept new changes with ease.

- | | | | | | | |
|----|--|----|---|----|---|----|
| 1. | Accepts constructive criticism. | EE | S | NI | U | NA |
| 2. | Keeps abreast of current changes pertaining to his/her job. | EE | S | NI | U | NA |
| 3. | Shows effort to improve in skills and techniques. | EE | S | NI | U | NA |

Comments:

CRITERIA 5

Rapport With Students and Staff:

In order to have a smooth and efficient operation it is necessary for the employee to do his/her share. This can be done in the following manner.

- | | | | | | |
|---|-----------|----------|-----------|----------|-----------|
| 1. Has a positive influence on others. | EE | S | NI | U | NA |
| 2. Supports the students and their activities. | EE | S | NI | U | NA |
| 3. Gets along with others. | EE | S | NI | U | NA |
| 4. Keeps lines of communications open. | EE | S | NI | U | NA |
| 5. Supports fellow staff members. | EE | S | NI | U | NA |
| 6. Utilizes the chain of command when appropriate. | EE | S | NI | U | NA |
| 7. Is polite, courteous and helpful. | EE | S | NI | U | NA |
| 8. Gets along well with subordinates | EE | S | NI | U | NA |
| 10. Gets along with those in authority. | EE | S | NI | U | NA |

Comments:

CRITERIA 6:

Job Loyalty: If an employee is happy with his/her job and likes it he/she will be willing to defend it by his/her actions and mannerisms.

1. **Represents the school with honesty and integrity.**

EE S NI U NA

2. **Sets a good example on/off for students and patrons.**

EE S NI U NA

3. **Does not gossip about school or personnel on/off duty.**

EE S NI U NA

Comments:

SUMMATION

General comments:

Employee Comments or Disagreement:

Evaluators Signature: _____

Date: _____

I have seen this report:

Evaluatee's Signature:

Date

CLASSIFIED PERSONNEL EVALUATION
WASHTUCNA SCHOOL DISTRICT 109-43
GRIEVANCE PROCEDURE FORM
FOR STEP #2

(To be completed by the aggrieved)
Please type or Print

Aggrieved person (s) signature (s) _____

Date of formal presentation ____/____/____

Home Address of aggrieved person (s) _____

School District No. _____ Supervisor _____

Years worked at Washtucna School Dist. ____ Area of work _____

Name of Representative (if any to be present) _____

Statement of Grievance (additional Pages as needed):

Signature of Aggrieved

**CLASSIFIED PERSONNEL EVALUATION
WASHTUCNA SCHOOL DISTRICT 109-43
GRIEVANCE PROCEDURE FORM
FOR STEP #3**

**DECISION OF THE SUPERINTENDENT
OR ADMINISTRATIVE ADVISOR**

(To be completed by the Superintendent or administrative advisor within the time frame of step 3 of the Classified Agreement)

Aggrieved Person (s) _____

Date of Formal Grievance presentation ____/____/____
Date of Appeal received by Superintendent ____/____/____

Decision of Superintendent and reasons therefore:
(See attached Decision) _____

Date of Decision ____/____/____ _____
Signature of Superintendent

Aggrieved person's response: (to be completed within three (3) days of decision)

____ I accept the above decision of the Superintendent
____ I do not accept the decision of the Superintendent and would like to pursue this further.

Date ____/____/____ _____
Signature of the Aggrieved

CLASSIFIED PERSONNEL EVALUATION
WASHTUCNA SCHOOL DISTRICT NO. 109-43
GRIEVANCE PROCEDURE FORM
FOR STEP #4

The following format will be used in any grievance procedure involving the Board and Employee:

REVIEW BY BOARD OF DIRECTORS

Aggrieved Person _____

Date of Formal Grievance Presentation _____

The attached grievance is hereby appealed to the Board of Directors for a review and hearing.

Date referred to the Board ____/____/____

Signature Board Chairman _____

Board Response: (To be completed by the Board Chairman within the time frame of step 4 of the Classified Agreement)

Date appeal was received by the Board ____/____/____

Date of hearing held by the Board ____/____/____

Decision of the Board of Directors and reasons therefore:

(See Attached
Decision)

Date of Decision ____/____/____

Signature of Board Chairman

Aggrieved person's response: (To be completed within three (3) days of decision).

_____ I accept the above decision of the Board of directors.

_____ I do not accept the decision of the Board of Directors and would like to pursue this further.

Date ____/____/____

Signature of the Aggrieved

**CLASSIFIED PERSONNEL
WASHTUCNA SCHOOL DISTRICT NO. 109-43
GRIEVANCE FORM STEP 4 RESPONSE**

FINAL DECISION AND ACTION ON THE GRIEVANCE

TYPE OR PRINT

Date ____/____/____

Signature of Chairman of the Board of Directors

Washtucna School District Classified Employee Agreement
Signature Page

School Board Approval Date: May 10, 2018

School District/Classified Representative Review Date: May 10, 2018

Current Duration: September 1, 2018 through August 31, 2021

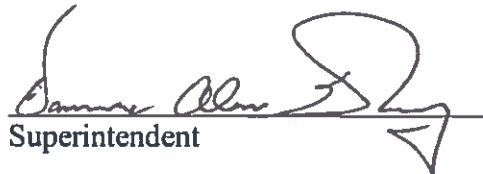
Signatures:



School Board Chairperson



Washtucna Classified Employee
Negotiator



Superintendent



Washtucna Classified Employee
Negotiator

May 10, 2018

Date Signed

May 10, 2018

Date Signed