

### COLLECTIVE BARGAINING AGREEMENT BETWEEN Wenatchee School District No. 246

and

Wenatchee Association of Public School Employees an affiliate of

Public School Employees of Washington/SEIU Local 1948 September 1, 2018 through August 31, 2021



## Public School Employees an affiliate of

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1	<u>PREAMBLE</u>
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3	This Agreement is made and entered into between
4	WENATCHEE SCHOOL DISTRICT NO. 246
5	(hereinafter "District")
6	and
7	WENATCHEE ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
8	an affiliate of
9	PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU Local 1948
10	(hereinafter "Association").
11	The District and the Association, in accordance with the Public Employees Collective
12	Bargaining Act (RCW 41.56.010 et seg), shall meet at reasonable times to confer and negotiate
13	in good faith with respect to wages, hours, working conditions, and the establishment of
14	grievance procedures, which pertain to the District's employees represented by the Association.
15	In accordance with the provisions of the Public Employees Collective Bargaining Act and
16	regulations promulgated pursuant thereto, and in consideration of the mutual covenants
17	contained therein, the parties agree as follows:
18	
19	ARTICLE I - ASSOCIATION RECOGNITION
20	Section 1.1 Recognition
21	The District recognizes the Association as the sole and exclusive bargaining agent for all
22	Secretaries, Para-Educators, Professional and Technical employed by the Wenatchee School
23	District 246, except for Secretary(s) of the Board of Directors, the Superintendent, and the
24	Superintendent's Administrative staff whose duties necessarily imply a confidential
25	relationship to the Board of Directors or Superintendent.
26	Section 1.2 Labor/Management Meetings
27	The Superintendent and/or designee(s) and the Association's President and/or designee(s) will
28	meet on a mutually agreeable basis to discuss appropriate matters of mutual concern. When
29	requesting a meeting the party calling the meeting shall state the nature of such meeting and
30	the subject(s) to be discussed.
31	Section 1.3 Classifications
32	Classifications are defined as Secretaries, Para-Educators, Professional and Technical.

#### Section 1.4 Substitutes

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

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#### Section 1.5 Long Term Substitutes

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

#### Section 1.6 Leave Replacement Employees

- When a leave of absence is scheduled to be greater than ninety (90) workdays, the employee
- hired to fill the position will be paid at Step 1 of the appropriate classification level of the
- position being filled. Leave replacement employees shall be included within the bargaining
- unit and subject to all the terms and conditions of this Agreement excluding Section 14.1
- 17 (Seniority) and Section 14.9 (Layoff). Employees hired to fill a leave of absence position will
- only be employed for the period of the leave. These positions will terminate on or before the
- end of the school year. These employees shall have no bumping rights.
- 20 Current employees shall be allowed to apply for leave replacement positions per the provisions
- of Section 14.4 (Job Opening) and Section 14.5 (Hiring) and upon completion of the leave of
- absence, the employee filling the leave replacement position shall return to their previous
- position. Only one employee may leave their regular assignment for each leave of absence,
- unless mutually agreed upon by the District and Association. If a current employee is hired
- into a leave of absence position, they will be placed on the appropriate step in the appropriate
- 26 classification.

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#### Section 1.7 LIT Hours

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

#### **ARTICLE II - MANAGEMENT RIGHTS**

The Association recognizes the Board of Directors as the elected representative of the citizens of Wenatchee School District and that the Board in acting in behalf of the citizens of the District, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the Statutes and Constitution of the State of Washington and/or of the United States, and any other law, rule and/or regulation.

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

#### **ARTICLE III - EMPLOYEE RIGHTS**

#### **Section 3.1 Employee Rights**

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

#### **Section 3.2 Administration of Medication**

The administering of medication and ongoing health intervention to students shall be the responsibility only of employees trained for that purpose. Yearly training and ongoing supervision, by the designated district licensed health professional will be provided for all employees responsible for the administration of medication. Employees may not be assigned,

without prior training, to administer medication. Whenever possible, employees accepting the responsibility for "supervision of students" shall be informed of medical problems by the district health professional of any student for which they are responsible, to protect the health and safety of the student.

#### **Section 3.3 Personnel Files**

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

#### **ARTICLE IV- DUES REDUCTION**

#### Section 4.1 Membership

Each employee subject to this Agreement, who on the effective date of this Agreement is a member of the Association in good standing, shall as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement. The District shall deduct Association dues from the pay of any employee who authorizes such deduction in writing, pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington on a monthly basis.

#### **Section 4.2 Representation Fee**

All new employees shall be, after thirty (30) days, required to become a member or to pay a representation fee to the Association. The District will notify the Association President via email of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

#### **Section 4.3 Religious Objection**

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenants and teachings of a church or

religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other organization mutually agreed upon by the employee and the Association. If the employee and the Association cannot agree on such matter; it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122. Payment shall be made by payroll deduction.

#### **Section 4.4 Membership Exemptions**

The Association agrees that the Grandfather Clause exempting current non-members shall continue until all grandfathered individuals are no longer employed by the district or have voluntarily joined the Association.

#### **Section 4.5 District Held Harmless**

The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association shall indemnify and hold the District harmless for any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the District for the purpose of complying with any of the provisions of this Article of the Agreement.

#### **ARTICLE V - WORK RULES**

#### Section 5.1 Job Descriptions

Copies of job descriptions are to be posted on the WSD website and shall be provided to each employee when hired. The Human Resource Office will review job descriptions as needed or every four (4) years. The District will notify the Association in writing of changes to the content of job descriptions.

#### Section 5.1.1 Work Schedules

The normal workweek shall consist of five (5) consecutive days, Monday through Friday. Employees shall be assigned to regular shifts and workweeks. Employees shall be notified as soon as possible of reassignment to another building.

#### Section 5.2 Rest Periods/Lunch Period

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

1	In the event an employee is assigned	to a shift less than the normal work shift
2	previously defined in this Article, wh	hen practicable, the employee shall be assigned:
3	2 hours up to 4.99 hours worked	One 15-minute break (paid)
4	5 hours up to 6.5 hours worked	One 15-minute break (paid) and one-half
5		(.5) hour lunch break (non-paid)
6	Over 6.5 hours worked	Two 15-minute breaks (paid) and one-half
7		(.5) hour lunch break (non-paid)
8	Section 5.3 First Aid Certificates	
9	The District shall provide first aid	training and designated employees shall obtain first aid
10	certificates with CPR endorsements	as a condition of employment. Employees shall be paid
11	their regular rate of pay while taking	first aide training.
12	Section 5.4 Work Year	
13	The normal work year shall be ba	ased on the 180-day Wenatchee School District student
14	calendar.	
15	Section 5.5 Training Meetings	
16	When employees are required to attend meetings with the District for the purpose of	
17	orientation and/or training, said employees shall receive their regular rates of pay.	
18	Section 5.6 Staff Development	
19	The District will reimburse employe	ees for one-half (1/2) the tuition cost of a course from any
20	accredited college or a district approved professional development training that directly applies	
21	to the employee's current job descri	ption. Reimbursement up to a maximum of \$450.00 per
22	year, with the ability to carry ov	er one year for a total of \$900.00, will depend on a
23	recommendation from the employe	ee's immediate supervisor and prior approval from the
24	Human Resources Office. There w	rill be no tuition reimbursement for courses that have not
25	been pre-approved by the Human Re	esources Office prior to the start of the course. The District
26	and/or employee may recommend a course in which the employee should enroll. Payment will	
27	occur when the employee provides a receipt and transcript or certificate showing that they have	
28	successfully completed the pre-appro	oved course. Employees shall follow the District procedure
29	for Classified Tuition Reimbursemen	nt, HRO-F005, to receive reimbursement.
30	Section 5.7 Liability Insurance	
31	The District shall provide its staff	f with insurance protection while they are performing
32	authorized duties; engaged in the ma	aintenance of order and discipline and in the protection of

students, other staff and property; provided that there is no obligation to assume any responsibility for employees when damages are due to the employee's negligence, in whole or in part, or are due to willful violation of law or criminal act. Employees shall comply with District Policies and Procedures and Washington State Laws governing the physical restraint of and the use of force on students. Such insurance protection shall include liability covering injury to persons and property and insurance protecting staff from loss or damage to their personal property, incurred while so engaged.

#### **ARTICLE VI- WAGES AND HEALTH BENEFITS**

#### Section 6.1 Salaries

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

#### Section 6.2 Prorated Pay - 12 Months

Those employees eligible for health benefits shall be paid on a pro-rated twelve-month basis.

#### Section 6.3 Increments

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

#### Section 6.4 Salary Schedule Placement

Employees moving from one classification to another classification or salary level, shall be placed on a step within the new classification or salary level that is at least thirty-five  $(0.35\phi)$  higher than their current salary. If an employee moves to a lower salary level they shall move laterally across the salary schedule. The District Human Resources Office, upon notification by the employee of prior experience in a like job, will determine if credit for prior work experience should be extended in order to place the employee on a higher step of the job classification. Employees must notify the Human Resources Office within six (6) months from the date of hire of their desire to have prior experience considered.

Para-Educators hired prior to June 12, 2009, that were placed on Schedule A, level 3 (previously II) are grandfathered and will retain salary placement in level 3 for pay purposes

1	only. For purposes other than pay, (layoff, hiring, seniority, o	or any other provisions provided in
2	this Agreement) the grandfathered Para-Educators are in level 2.	
3	Section 6.5 Substituting for Higher Classification	
4	Employees substituting in a position with a higher salary level	el will be compensated at a higher
5	rate of pay, at least .35¢ greater than their current salary, effective	ctive the first day.
6	Section 6.6 Emergency School Closure	
7	Employees shall make every reasonable effort to determine	whether or not to report to work
8	and the District shall make a reasonable effort to notify the en	mployee to refrain from coming to
9	work. Employees reporting to work, not having received	such notification, shall receive a
10	minimum of one-hour pay.	
11	Section 6.7 Professional Stipends	
12	Annual stipends will be paid to employees who hold a Bache	elor's degree or Associates degree.
13	Employees who successfully pass the District Bilingual / E	Bi-literate test may also receive a
14	bilingual / bi-literate translator stipend.	
15	Associates Degree	.65¢ per hour
16	Bachelors Degree	.75¢ per hour
17	Bilingual/bi-literate written and verbal translator	.65¢ per hour
18	Employees hired by 6/12/09 are grandfathered and will retain	their Core Competencies stipend.
19	Stipends will be paid on a prorated basis upon receipt of pr	coper documentation. Employees
20	shall be eligible for each stipend they qualify for, except	an employee may not receive a
21	combined AA/BA Stipends and will be paid on contracted ho	urs only.
22	Section 6.8 Direct Deposit	
23	Employees shall be enrolled in the District's direct deposit	plan. Salaries will be deposited
24	directly to each employee's bank account.	
25	Section 6.9 Health Benefits	
26	Effective September 1 <sup>st</sup> , for October coverage, the District shall contribute (flow through) the	
27	state funded insurance benefit amount per month, toward the cost of District approved medical,	
28	vision, and dental plans for full-time equivalent (FTE) em	
29	Authority rebate for retirees.	• •
30	The District will pay, for those employees who qualify for	or benefits, one hundred (100%)
31	percent of the State Health Care Authority Retiree Subsidy, also known as the Carve-out, per	
32	1.0 FTE prorated per qualified employee towards the HCA	**************************************

hours per day or more (or total of seven hundred twenty (720) hours annually) to be eligible for prorated insurance coverage. The insurance contribution shall be prorated to the amount of full-time employee's equivalency. For this Section, the full-time employee shall be one thousand, four hundred forty (1440) hours, and eligibility shall be four (4) hours per day or a total of seven hundred twenty (720) hours annually. The parties agree to abide by state laws relating to school district employee benefits. Excess contributions shall be pooled. A copy of each year's pooling calculations shall be provided to the Association President upon request, but no sooner than thirty (30) days after the completion of pooling.

#### **Section 6.9.1. Minimum Contributions**

In accordance with ESSB 5940, each employee who elects medical coverage must pay a minimum out of pocket premium. Those employees, who pay zero out of pocket costs, shall pay one dollar (\$1.00) per month.

#### Section 6.10 Longevity

Employees will receive twenty-five cents (\$.25) longevity step for employees with ten (10) years through fourteen (14) years continuous service with the WSD. Employees will receive an additional twenty-five (\$.25) cents longevity step for employees with fifteen (15) years through nineteen (19) years continuous service with WSD. Employees will receive an additional twenty-five (\$.25) cents longevity step for employees with twenty (20) years continuous service with the WSD.

 Incremental steps, when applicable, shall take effect on September 1st of each year during the term of this Agreement; after earning your longevity step, provided, the employee has been actively employed continuously on or before March 1st, of the previous employment year.

#### ARTICLE VII- OVERTIME, COMPENSATORY TIME AND CALLBACK

#### **Section 7.1 Overtime**

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

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

#### 1 Section 7.2 Compensatory Time

- When an employee works overtime the employee may request to have compensatory time off at the rate of overtime earned. The employee shall inform their immediate supervisor before the end of the overtime worked as to whether overtime pay or compensatory time is desired. If
- 5 compensatory time is approved by the District the supervisor shall make the necessary
- 6 accommodations to allow for compensatory time off at a mutually agreed upon time.
- 7 Compensatory time shall be used within two (2) months from the date the overtime is worked.
- 8 Compensatory time accrued is limited to a maximum of forty-eight (48) hours within each
- 9 comp time period. Compensatory time not used within the two (2) month period shall be
- submitted to the payroll office the following month as overtime.

#### Section 7.3 Callback Pay

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

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#### **ARTICLE VIII- HOLIDAYS**

#### Section 8.1 Full Time Employees

- Twelve (12) month employees shall receive the following paid holidays:
- 19 1. Labor Day

8. New Year's Day

20 2. Veteran's Day

9. Martin Luther King's Birthday

21 3. Thanksgiving Day

- 10. Presidents' Birthday
- 22 4. Friday after Thanksgiving
- 11. Memorial Day

23 5. Christmas Eve

12. Last Day of Spring Vacation

Christmas Day

13. Day before Independence Day

7. New Year's Eve

- 14. Independence Day
- When the work year has more than two hundred sixty (260) workdays, the additional workday(s) will be designated by the District to be during the Winter Break, shall be a non-school day(s) and shall be taken prior to December 31<sup>st</sup>. If the workload necessitates a temporary deviation from the district designated day(s), prior approval from the immediate supervisor is required, and the day must still be taken during the Winter Break and prior to
- 31 December 31<sup>st</sup>.

1	Section 8.2 Part Time Employ	vees	
2	Employees working less than two hundred sixty (260) days shall receive the following paid		
3	holidays:		
4	1. Labor Day	7. New Year	's Eve
5	2. Veteran's Day	8. New Year	's Day
6	3. Thanksgiving Day	9. Martin Lu	ther King's Birthday
7	4. Friday after Thanksgiving	10. Presiden	ts' Birthday
8	5. Christmas Eve	11. Memoria	ıl Day
9	6. Christmas Day	12. Independ	lence Day*
10	*Effective for 215-day emplo	yees only	
11	Labor Day is a paid holiday wh	ether within the work year o	r not.
12	Section 8.3 Day Before and A	<u>fter Holiday</u>	
13	To receive holiday pay emp	loyees must work the sch	eduled day before and after the
14	recognized holiday or be on paid leave. Employees requesting approved personal leave for the		
15	use in conjunction with a holiday or Thanksgiving, Winter or Spring Breaks must request such		
16	leave no later than thirty (30) days in advance.		
17	Section 8.4 Pay for Holiday Work		
18	Employees required to work on a holiday shall receive their normal hourly rate of pay for the		
19	holiday plus time and one-half for all hours worked on such holidays.		
20			3
21	ARTICLE IX- VACATIONS		
22	Section 9.1 Vacation Accrual		
23	Vacation time shall be earned	I in the amount of one (1)	day per month for each full time
24	employee for the first five (5)	years. After completion of	f the fifth year the following table
25	shall apply: (Bonus days shall be computed effective on anniversary date of hire.)		
26	After completion of:	Add:	Total:
27	5th year	1 bonus day	13 days
28	6th year	2 bonus days	14 days
29	7th year	3 bonus days	15 days
30	8th year	4 bonus days	16 days
31	9th year	5 bonus days	17 days

6 bonus days

10th year

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18 days

1	11th year	7 bonus days	19 days
2	12th year	8 bonus days	20 days
3	Full-time employees are d	efined as those working a forty	(40) hour week over a twelve (12)
4	month period. Those wo	rking less than a forty (40) ho	ur week over a twelve (12) month
5	period shall receive annua	l vacation in an amount prorate	d based on the fraction of the forty
6	(40) hour week worked.		
7	Section 9.2 Vacation Scho	edules	
8	Vacation schedules will be	arranged with the Principal/Sup	ervisor and have the approval of the
9	District. The District will	attempt to accommodate the emp	ployee whenever possible.
10	Section 9.3 Vacation Acc	<u>ımulation</u>	
11	Employees may accumula	te a maximum of fifteen (15) da	ys vacation, which may be added to
12	vacation benefits for the f	following year. Accumulation	of up to a maximum of 30 days or
13	(240) hours for PERS 1 me	embers may be accumulated and	cashed out at retirement.
14	Section 9.4 Holidays Dur	ng Vacation	
15	Holidays that occur while	the employee is on vacation sha	all not be counted as a vacation day
16	for that employee.		
17	Section 9.5 Vacation Pay	<u>Out</u>	
18	Any employee who is la	id off, discharged, retired or	separated from the service of the
19	Employer for any reason, j	prior to taking vacation, shall be	paid on the basis of the employee's
20	regular rate of pay under which the vacation days were earned, for the unused vacation that has		
21	accumulated at the time of	separation.	
22	Section 9.6 Vacation Leave	<u>e Sharing</u>	
23	1. Right to Donate: Em	ployees may donate vacation lea	ve to come to the aid of another
24	secretary/para-educato	r/professional/technical employe	e who is suffering from an
25	extraordinary or severe	illness, injury, impairment or pl	nysical or mental condition which
26	causes or is likely to ca	use the employee to take leave v	vithout pay or terminate his or her
27	employment.		
28	2. Minimum Accumulat	ion: An employee who has ar	accrued vacation leave balance of
29	more than ten (10) days	may donate such leave.	
30	3. Maximum Donation:	Employees are allowed to gr	rant up to six (6) days during any
31	twelve-month period.		

- 4. <u>Limits:</u> Employees cannot donate vacation leave days that would result in their annual leave going below ten (10) days.
  - 5. Status of Leave Employees: While an employee is on leave under this section, he or she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee's sick leave account in accordance with state statutes, rules and regulations.

REF. 28A.400.380 and RCW 41.04.650 through 41.04.665.

#### <u>ARTICLE X - SICK AND EMERGENCY LEAVE</u>

#### **Section 10.1 Sick and Emergency Leave**

Annual leave with compensation for illness, injury and emergencies shall be granted and accrued at a rate not to exceed twelve (12) days per year for each full-time employee. Less than full-time employees shall be granted sick and emergency leave in the same proportion as their part-time work bears to full-time work. Such leave shall begin accruing to the employee as of September 1 of each year. One half (1/2) of sick leave will be front loaded on September 1<sup>st</sup> and the second half of sick leave will be front loaded on February 1<sup>st</sup> of each school year. Employees working less than four (4) hours per day that have been asked to be paid over ten (10) months will receive sick leave on a monthly basis and will not have sick leave front loaded. Leave provided in this section shall accumulate to the number of days in the employee's work year. Sick and emergency leave shall be categorized as the following:

- Sick Leave An absence resulting in the employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or an employee's need for preventative medical care.
- 2. <u>Family Illness</u>-Serious illness in the immediate family. The immediate family is defined and shall mean spouse, registered domestic partner, parent, mother-in-law, father-in-law, step parent, brother, sister, child, step child, grandparent, grandchild, or legal dependent.
- The District shall allow an employee to use the employee's accrued sick leave to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision. Serious illness of a person not in the immediate family if approved by the Superintendent or designee.
  - 3. <u>Emergency Leave</u>- Circumstances beyond the control of the employee that meets the following definition. An emergency is defined as a sudden, urgent, unexpected occurrence or

1 occasion requiring immediate action, such as fire, flood, accident, etc., if approved by the 2 Superintendent or designee. 3 Section 10.2 Physicians Verification 4 A written statement from a physician shall verify illness in excess of three (3) consecutive 5 days. The District may request verification of sick leave of less than three (3) consecutive days 6 if an abuse of sick leave is indicated and in accordance with State and Federal Family Leave 7 laws. 8 Section 10.3 Transfer of Sick Leave 9 Employees who have accrued sick leave while employed by another public school district in 10 the State of Washington shall, upon request, be given credit for such accrued sick leave in 11 accordance with state statutes. 12 Section 10.4 Sick Cash Out 13 In January of the year following any year in which a minimum of sixty (60) days of leave for 14 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an 15 option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each 16 17 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for 18 illness or injury for which compensation has been received shall be deducted from accrued 19 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary 20 compensation. 21 Additionally, at the time of separation from school district employment due to retirement, 22 death, or separation, an eligible employee or the employee's estate shall receive remuneration 23 at a rate equal to one day's current monetary compensation of the employee for each four (4) 24 full days accrued leave for illness or injury. Days in excess of one hundred and eighty (180) 25 will not be allowed for cash out purposes. 26 An eligible employee means: 27 i. Employees who separate from employment due to retirement or death. 28 ii. Employees who separate from employment and who are at least age fifty-five (55) 29 and have at least ten (10) years of service in SERS 3; or 30 iii. Employees who separate from employment and who are at least age fifty-five and

have at least fifteen (15) years of service in SERS 2.

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#### Section 10.5 Industrial Insurance Payment

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- When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-job injury or occupational disease or illness, and is certified off work by a doctor, the employee may elect to use leave as follows:
- A. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD) benefit payment from the Districts industrial insurance; or
  - B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition to their entitled TTD benefits; or
  - C. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.

#### Section 10.6 Sick Leave Sharing

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

#### ARTICLE XI OTHER PAID/UNPAID LEAVE

#### Section 11.1 Jury Duty

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

#### Section 11.2 Subpoena

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

#### **Section 11.3 Bereavement Leave**

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

#### **Section 11.4 Maternity Leave**

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

- shall be determined, taking into consideration the desire of the employee and the employee's
- 2 attending physician. Employees granted maternity leave may, at their option and at the time
- 3 the leave is requested, be allowed compensation for maternity leave in accordance with Section
- 4 10.1. Before returning to work, the employee must be certified by the employee's physician as
- 5 ready and able to return.
- 6 Upon expiration of the maternity leave the employee shall return to the same or equivalent
- 7 position occupied before the leave. Refusal to accept the available equivalent position shall
- 8 terminate the employee from the District.

### Section 11.4.1 Paternity/Co-Parent Leave

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

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#### Section 11.4.2 Adoptive/Foster Leave

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

#### Section 11.5 Family and Disability Leave

one with equivalent pay and benefits.

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

#### 1 Section 11.6 Personal Leave Up to 219 Days and 260 Day Employees 2 Each employee shall be entitled to up to two (2) days paid personal business leave per year. 3 Personal leave shall be granted based on the same proration as an employee's FTE and date of 4 hire. Such leave must be requested two (2) weeks in advance and requires the approval of the 5 employee's supervisor and Superintendent or designee prior to the employee taking such leave. 6 An employee may carry forward one (1) personal leave day per year to the following year, for 7 a maximum of three (3) days in any given year. All appropriate leave will be taken prior to an 8 employee using leave without pay. 9 Section 11.6.1 Personal Leave 220-259 Day Employees 10 Each employee shall be entitled up to three (3) paid personal business leave days 11 per year. Personal leave shall be granted based on the same proration as their FTE 12 and date of hire. Such leave must be requested two (2) weeks in advance and 13 requires the approval of the employee's supervisor and Superintendent or designee 14 prior to the employee taking such leave. An employee may carry forward two (2) 15 personal leave days per year to the following year, for a maximum of five (5) days 16 in any given year. All appropriate leave will be taken prior to an employee using 17 leave without pay. 18 Section 11.7 Leave of Absence 19 Leave of absence without pay may be granted an employee for good and sufficient reasons at 20 the discretion of the District. The employee shall not accumulate seniority during such absence 21 and shall be reinstated to a similar position in accordance with their prior work experience 22 upon termination of the leave of absence. 23 1. An employee shall be required to exhaust all appropriate paid leave prior to the beginning

1. An employee shall be required to exhaust all appropriate paid leave prior to the beginning of the leave of absence without pay.

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- 2. The leave of absence will not exceed twelve (12) months. An employee returning to work from a leave of absence must report for work within twenty-four (24) hours of the final date of the leave or be subject to termination
- 3. Employee must notify the District of their intent to return by February 1st of the year the employee is on leave of absence.
- Once an employee returns from said unpaid leave, the employee may not apply for another
   leave of absence for three (3) years.

1	5. Medical leave of absences not otherwise covered, may be requested on a year to year
2	basis.
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4	<b>ARTICLE XII - DISCRIMINATION/AFFIRMATIVE ACTION</b>
5	Section 12.1 Non - Discrimination
6	Neither the District nor the Association shall discriminate against any employee subject to this
7	Agreement on the basis of race, creed, color, sex, national origin, religion, age, marital status,
8	honorably discharged veteran, military status, sexual orientation including gender expression
9	or identity, the presence of any sensory, mental, or physical disability or the use of a trained
10	dog guide or service animal by a person with a disability is recognized as and declared to be a
11	civil right and provided equal access to the Boy Scouts and other designated youth groups, the
12	duties of which may be performed efficiently by an individual without danger to the health or
13	safety of the physically disabled person or others.
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15	<b>ARTICLE XIII - ASSOCIATION ACTIVITIES</b>
16	Section 13.1 Association Activities
17	Association activities permitted without loss of pay, on the part of District's employees, during
18	working hours and on the District's premises shall be limited to the following:
19	1. Grievance Hearings.
20	2. Labor/Management Meetings.
21	3. Arbitration Hearings.
22	4. Attendance at negotiating meetings with the District.
23	5. Posting of notices and distribution of literature in the building in which the employee
24	works.
25	Section 13.2 Access to Premises
26	Representatives of the Association may have access to the District premises if approved by the
27	Superintendent or designee. This privilege shall be exercised so that no time is lost to the
28	District.

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#### ARTICLE XIV- JOB OPENINGS, HIRING, PROBATION AND LAYOFFS

#### **Section 14.1 Seniority and Hire Date Definition**

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

#### Section 14.2 Seniority List

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

#### **Section 14.3 Loss of Seniority Rights**

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

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

#### Section 14.3.1 Retention of Seniority Rights

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

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

#### Section 14.4 Job Opening

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

#### Section 14.5 Hiring

Selection and assignment of an employee to a new or open position shall be made by the District according to ability, qualifications and performance. If equal to a junior employee, the most senior employee will have preferential rights to the position. If the District determines that seniority rights should not govern because a junior employee possesses ability, qualifications and performance greater than a senior employee, the hiring supervisor will meet with the employee and the Association representative (upon request from the employee) to give his/her reason(s) why the senior employee has been bypassed. The District shall send a notice to the Association President of the fact that a senior employee has been bypassed.

#### Section 14.6 Probation

New employees shall be placed on a ninety (90) workday probationary period. No later than the end of the initial ninety (90) workday probationary period, the employee shall receive an evaluation. Upon mutual agreement between the District and the Union, the initial probationary period may be extended an additional forty (40) workdays. The employee has the right to provide the District with past work experience history for possible placement at a higher step on the wage schedule. Upon completion of their entire probationary period Human Resources will determine if the prior work experience will be accepted for placing the employee on a higher step of the job classification. If so determined, the higher step would be retroactive to the date of hire. During this probationary period, the District may terminate the employment of such employee at its discretion. 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. It is the employee's responsibility to confirm that their salary is correct through the regular review of documents provided.

#### Section 14.7 Change in Job and/or Job Classification

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

#### Section 14.8 Summer Employment

- 2 The District may have summer employment and may provide such employment as follows:
  - a. The summer employment offered must be work covered by this collective bargaining agreement. The association president will be notified of the summer work.
    - All employees who wish to be considered for summer work shall follow the procedures outlined in the Notice of Opening.

#### Section 14.9 Layoffs

- In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the employee's classification level held prior to layoff in compliance with Section 14.1 (Seniority and Hire Date Definition) of this Agreement. Names shall remain on the re-employment list for one (1) year. The District will notify the Association President on or before June 1<sup>st</sup> of impending layoffs when possible.
- A. Layoffs shall begin at the bottom of the seniority list and start up, in the affected job classification level.
  - B. Bumping: Whenever a classified employee's position is terminated, loss of one (1) hour or more, or an employee is laid off, the employee with the earliest adjusted seniority date shall have preferential rights regarding layoffs when qualifications, ability and performance are substantially equal shall have the right to "bump" an employee with less seniority within the same job classification level. Employees shall not bump into a position that has more hours.

#### Section 14.9.1 Notification to District

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

#### Section 14.9.2 Forfeiture of Re-employment Rights

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

#### **Section 14.9.3 Forfeiture of Accrued Benefits**

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

#### **Section 14.10 New Job Position**

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- When a job within the bargaining group encompassed by this contract and not listed on the
- 7 wage schedule attached hereto is established, the District may create a job position and
- 8 designate a rate of pay for the position. The District shall notify the Association in writing of
- 9 new positions prior to placement on Schedule A, B, C and D. In the event the Association does
- not agree that the placement of the new position is appropriate, the Association shall have the
- right to submit the issue for negotiations.

#### Section 14.11 Washington School District Experience

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

#### 23 <u>Section 14.12 Evaluations</u>

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

#### Section 14.12.1. Evaluation Forms.

- Changes to the evaluation form will be brought to the Union for a collaborative
- 32 discussion.

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#### **ARTICLE XV DISCIPLINE AND DISCHARGE**

The District shall have the right to discipline or discharge an employee for cause. Disciplinary action may be imposed by the District upon an employee only for failing to fulfill responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular 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. The employee may have Association representatives present if the employee wishes to review a written reprimand with their immediate supervisor

#### ARTICLE XVI GRIEVANCE PROCEDURE

#### Section 16.1 Disagreements

Any grievance or dispute which may arise between the District and the Association or an employee within the bargaining unit, with respect to the application or interpretation of this Agreement, shall be resolved under this Grievance Procedure. Every individual and the Association covered by this Agreement shall have the right to present grievances as herein defined in accordance with the procedures herein set forth. All matters relating to a specific grievance shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any participant to the grievance. All documents, communications and records dealing with grievances and their adjustments shall be filed separately from the grievant's personal file.

#### **Section 16.2 Timelines**

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

- 1 If there is a grievance during the summer months and one of the parties is unavailable,
- 2 timelines may be held in abeyance as mutually agreed. Abeyance must be confirmed in writing
- 3 by the parties.
- 4 <u>Section 16.3 Grievance Steps</u>
- 5 <u>Step One.</u> The grievant shall first discuss the grievance with the appropriate administrator.
- The employee may request to be accompanied by an Association representative at such
- 7 discussion. All grievances not brought to the appropriate administrator under Step One within
- 8 fifteen (15) workdays of the occurrence of the grievance, or reasonable knowledge thereof,
- 9 shall be waived by the grievant. An administrator receiving a grievance as herein provided
- shall respond to the grievant within fifteen (15) workdays from the receipt of the grievance.
- 11 <u>Step Two.</u> If the grievance is not resolved at the completion of Step One, the grievant shall
- reduce the grievance to writing within fifteen (15) workdays. The written grievance shall
- 13 contain the following:
- 14 A. The facts on which the grievance is based.
- B. A reference to the provisions in this Agreement, which have allegedly been violated.
- 16 C. The remedy sought.
- 17 The written statement of grievance shall be submitted to the immediate supervisor for
- reconsideration and a copy sent to the District Human Resources Office. The supervisor will
- have fifteen (15) workdays from submission of the written statement of grievance to resolve it
- 20 by indicating the disposition in writing.
- 21 Step Three. If the grievance is not resolved at the completion of Step Two, and the chapter
- validates the grievance, the written statement of grievance shall be presented by the grievant
- and/or Association representative, and if the employee desires the employee Association
- representative, to the District Superintendent/or designee within ten (10) workdays. The
- District Superintendent/or designee shall respond in writing within ten (10) workdays of the
- hearing as to the disposition of the grievance.
- 27 <u>Step Four.</u> If the grievance is still unresolved the grievant and/or Association representative
- has twenty (20) workdays to notify the District Personnel Office in writing of its intent to go to
- 29 arbitration.
- The dispute, claim or grievance arising out of the interpretation or the application of this
- 31 agreement shall be submitted to the American Arbitration Association under voluntary
- arbitration rules, unless mutually agreed otherwise.

1 The decision of the arbitrator shall be final and binding on the parties. Expenses for the 2 arbitrator's services and proceedings shall be borne equally by the District and the Association. 3 Each party shall be responsible for compensating its own representative and witnesses. 4 Arbitration hearings normally will be held during working hours where practical. Employees 5 whose attendance as witnesses is required at hearings during their regular working hours shall 6 be on employer time when appearing at the hearing, provided the time spent as a witness is part 7 of the employee's regular working hours. 8 9 **ARTICLE XVII NO STRIKE CLAUSE** 10 The Association agrees that during the term of this Agreement it will not encourage, condone, 11 or participate in any strike, slowdown, complete or partial refusal to perform work, or any 12 other type of concerted work stoppage. It is agreed that such activity is specifically prohibited 13 during the term of this Agreement. It is agreed that participation by an employee in such 14 prohibited activity is cause for discipline, including dismissal. 15 In the event such prohibited activity occurs, the District will notify the Association of such, 16 and the Association agrees that it will take immediate action to end such prohibited activity. 17 The failure or reluctance of the Association to take such immediate action constitutes evidence 18 that the Association is encouraging, condoning and participating in such prohibited activity. 19 The Association agrees that the violation of this Article by the Association or the membership 20 shall automatically terminate this Agreement. 21 22 **ARTICLE XVIII TERM AND SEPARABILITY OF PROVISIONS** 23 Section 18.1 Term of Agreement 24 This Agreement shall remain in full force and effect from September 1, 2018 until August 31, 25 2021. Salaries in Schedules A, B, C and D and Health Benefits shall be adjusted for each 26 school year in accordance with the salary and insurance funds allocated from the state. 27 **Section 18.2 Provisions** 28 All provisions of this Agreement shall be applicable to the entire term of this Agreement. 29 Section 18.3 Openers 30 This Agreement may be reopened and modified at any time during its term upon mutual 31 consent of the parties in writing.

1	Section 18.4 Unlawful Provisions		
2	If any provision of this Agreement or the	application of any provision is held invalid or	
3	unlawful by any court of competent jurisdiction, the remainder of this Agreement shall not be		
4	affected thereby and shall be deemed valid and enforceable.		
5	Section 18.5 Conflicts with Statute		
6	Neither party shall be compelled to comply to	any provision of this Agreement which conflicts	
7	with State or Federal Statutes or regulations p	romulgated pursuant thereto.	
8	Section 18.6 Re-negotiating		
9	In the event either of the two (2) previous sec	ctions is determined to apply to any provisions of	
10	this Agreement, such provisions shall be rene	gotiated pursuant to Section 18.3.	
11	Section 18.7 Waiver Bill		
12	The District will notify the Association Pre	sident of any principal requests for statutory or	
13	regulatory waivers.	*	
14			
15	Dated this day of	WENATCHEE ASSOCIATION OF	
16	October, 2018	PUBLIC SCHOOL EMPLOYEES	
17		an affiliate of	
18		PUBLIC SCHOOL EMPLOYEES OF	
19		WASHINGTON/SEIU Local 1948	
20		10 100000	
21 22	BY:	President	
23		Swith Louis	
24 25		Vice President	
26	9		
27	Dated this Oq day of	WENATCHEE SCHOOL DISTRICT #246	
28	October, 2018	$(1/0) \leq 1/0$	
29	BY:	Chairperson, School Board	
30 31		Chairperson, School Board	
32			
33		Secretary, School Board	