

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**DIERINGER SCHOOL DISTRICT NO. 343**

**and**

**DIERINGER CLASSIFIED PUBLIC EMPLOYEES ASSOCIATION/  
WASHINGTON EDUCATION ASSOCIATION**

**2021-2024**

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## **PREAMBLE**

In order to effectuate the provisions of RCW 41.56, the Public Employees Collective Bargaining Act (hereinafter the Act); and

To promote a uniform basis for implementing the right of public employees to join the Dieringer Classified Public Employees Association/Washington Education Association and to be represented by such organization in matters concerning their employment relations with the District; and

To set forth prescribed rights of the classified employees of the School District; and

To enable the classified employees more fully to participate in and contribute to the development of policies pertaining to wages, hours, and working conditions and other matters of mutual concern;

This Collective Bargaining Agreement is approved and ratified by the parties, effective September 1, 2021, through August 31, 2024.

## ARTICLE I - ADMINISTRATION

### Section 1.1 - Recognition

- 1.1.1 The District hereby recognizes the Dieringer Classified Public Employees Association/Washington Education Association/National Education Association as the exclusive bargaining representative for all classified employees in the bargaining unit described in Section 1.1.2.
- 1.1.2 The bargaining unit to which this Agreement is applicable is all full-time and regular part-time nonsupervisory classified employees of the Dieringer School District No. 343 in any of the job titles listed in Appendix A except confidential employees reporting to the superintendent in personnel and business functions and food service and day care supervisors. Cook Lead duties may be reassigned by the District back to an exempt food service supervisor if the District were to return to a model of managing the Food Service department itself.
- 1.1.3 The term "Association" when used hereinafter in the Agreement shall refer to the Dieringer Classified Public Employees Association/Washington Education Association/National Education Association.
- 1.1.4 The term "employee" when used hereinafter in the Agreement shall refer to all classified employees represented by the Association.
- 1.1.5 Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; words denoting number shall include both the singular and plural; and the word "day" shall mean the employee's working day.
- 1.1.6 In the event that the District assigns an employee to perform services regularly performed by an employee with a classification having a higher rate of pay for a minimum of one (1) week, the assigned employee shall be paid at the higher rate of classification while performing the work of said classification. In the event that the District assigns an employee to perform services regularly performed by a supervisory employee outside of the bargaining unit for a minimum of one (1) week, the employee will be paid \$.40 more per hour than their regular wage.
- 1.1.7 When the District determines that a position having a new job title is to be created, the District will initiate negotiations with the Association prior to posting the position. The District will cooperate with the Association by providing requested information about the new position including, to the extent available, details regarding the requirements for and the responsibilities of the position, which will enable the Association to develop a proposal for an appropriate salary range.

- 1.1.8 Copies of all job descriptions (job postings) will be provided to the Association and to individual employees upon request. New employees will be provided a description of their duties and daily schedule by their immediate supervisors within the first five (5) days of employment. When the District substantially changes the duties assigned to a position, the impact of such changes on salary schedule placement for the position will be negotiated with the Association. Such negotiations will take place within ten (10) days of the effective date of the changed position. Employees may make recommendations regarding changes to job descriptions to the Superintendent at any time.

## **Section 1.2 - Status of Agreement**

- 1.2.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- 1.2.2 All conditions of employment in the Contract shall be maintained at the current level of standards in effect in the District at the time this Agreement is signed.
- 1.2.3 Any past practices of employment pertaining to wages, hours, and conditions of employment shall continue in effect in the District at the time this Agreement is signed.
- 1.2.4 This Agreement may be reopened on any item(s) during the term of the Contract by mutual consent of the parties.
- 1.2.5 This Agreement will continue in effect consistent with RCW 41.56.123 as now or hereafter amended.

## **Section 1.3 - Conformity to Law**

- 1.3.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or applications shall have effect only to the extent permitted by law and all other provisions or applications of the Agreement shall continue in full force and effect.
- 1.3.2 In the event a provision(s) is determined to be contrary to law as stated in 1.3.1, such provision shall be renegotiated. Negotiation shall commence within two (2) weeks after receipt of the written tribunal decision.
- 1.3.3 The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

## **Section 1.4 - Distribution of Agreement**

- 1.4.1 Following ratification signing of this Agreement, the District shall design, prepare the final copy, and publish this Agreement on the District website under "Employment/Classified." Upon request, an employee shall be given a printed copy of the agreement.
- 1.4.2 There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

## **Section 1.5 - Agreement/Administration/Interpretation**

Designated representatives of the Association and the District Administration shall develop a regular annual schedule of meetings to discuss issues of mutual concern.

## **ARTICLE II - BUSINESS**

### **Section 2.1 - Dues Deductions**

- 2.1.1 Employees may sign a dues enrollment form which shall authorize deduction of membership dues of the Association. Upon receiving an authorization, the District will start dues deductions for the next available payroll period, according to the usual administrative cycle. Such authorization shall continue in effect from year to year unless a declaration of withdrawal is submitted to the Washington Education Association (WEA), signed by the employee. The Association agrees to defend and indemnify the District for any claims or liability arising from the implementation of this Section.
- 2.1.3 The District shall transmit all monthly dues to the WEA through the WEA Payroll Deductions system each pay period. Dues will include local dues.

### **Section 2.2 - Rights of the Association**

- 2.2.1 The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:
- 2.2.2 The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mail to distribute Association materials.
- 2.2.3 The Association shall have the right to use school facilities for meetings and school equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.
- 2.2.4 Duly authorized representatives of the state and national levels of the Association shall be permitted to transact official Association business on

school property provided that this shall not interfere with nor interrupt normal school operations.

- 2.2.5 Association representatives will be allowed up to a cumulative total of thirty (30) days of absence each year for professional meetings and business of the national, state, and local Association (including collective bargaining when bargaining sessions are mutually scheduled during the work day). Excluding mutually scheduled bargaining sessions, no employee will access more than fifteen (15) of these days in a single school year. The Association will give five (5) days advance notice to the District whenever possible. As long as substitutes are available, up to four (4) persons may be gone at one time. The Association will reimburse the District at the substitute employee pay rate for substitutes hired to cover such absences.
- 2.2.6 The District agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations; agendas and minutes of all School Board meetings; treasurer's reports; census and membership data; names and addresses of all employees; salaries paid thereto; and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.
- 2.2.8 The District will provide the Association President with the board meeting agenda packets that include the name and position of all transfers within and new hires to the bargaining unit. A "transfer" is a change of assigned building or job title. The names of any new employees will be provided within five (5) days of the employee's start date in the new position. The information above and each employee's average hours per week will also be provided when the annual seniority list is provided to the Association (see Section 3.1.5).
- 2.2.9 The employee work calendars for three years will be published on the District website and incorporated herein by reference. An initial draft calendar based on the criteria in Appendix B shall be generated by the District and submitted to the DEA and Association at least one month prior to the calendar task force meeting. Each year, a calendar task force of 3 community members selected by the District, 3 certificated employees selected by the DEA, 3 classified employees selected by the Association and 3 administrators selected by the District shall review the draft calendar and present a recommendation to the Board and Association to adopt the calendar and/or amend the criteria in Appendix B. Task force members shall solicit input from their constituencies, if desired, prior to meeting with the task force to review the draft calendar.

This section shall reopen if the legislature changes the number of required school days or other work year requirements.



- 2.2.10 The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

### **ARTICLE III - PERSONNEL**

#### **Section 3.1 - Employment Procedures**

- 3.1.1 All work customarily performed by the District in its own facilities with its own employees shall continue to be performed by the District and its employees.
- 3.1.2 New employees shall serve a probationary period of sixty (60) working days during which time the employee may be discharged without just cause. Except in extenuating circumstances, the supervisor and employee shall confer no later than the 45<sup>th</sup> day of probation regarding current levels of performance. An employee experiencing performance difficulties may bring Association representation to such meeting. The length of the probationary period may be extended upon mutual agreement of the Association and District on a case by case basis. After completing this period, the employee shall be entitled to all seniority and other rights under this Agreement.
- 3.1.3 Seniority shall be defined as the length of service in the bargaining unit. Accumulation of seniority shall begin on the employee's first working day of the most recent start date with the District within the bargaining unit. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one (1) individual employee has the same starting date of work, position on the seniority list shall be determined by board hire date, and if a tie remains, by flipping a coin.
- 3.1.4 Seniority shall be lost by an employee upon termination or resignation.
- 3.1.5 Prior to October 15 each year, the District shall prepare, maintain, and annually distribute the seniority list electronically to employees. A copy will also be provided by the District to any employee upon request.
- 3.1.6 Any employee who has been incapacitated at the employee's regular work by injury or compensable occupational disease while employed by the District may be employed at other work on a job that is operated by the District and

which the employee can do without regard to any seniority provision in this Agreement.

- 3.1.7 A resigning employee shall be entitled to all accrued benefits.
- 3.1.8 Substitutes may be used to replace employees on leave or fill open positions that are posted but not yet filled. Substitutes may also be used for up to ten (10) working days before a position is posted.
- 3.1.9 Employees will be given an "Estimate of Wages" form by November 1 each year, or within forty (40) days of an employee's start date for newly-hired employees. The "Estimate of Wages" form shall include a summary of leave balances until such time as the District provides regular access to training on use of Employee Access. Prior to the start of each school year, when the estimate of wages is provided each year, and at other mutually-agreed times, the District shall provide training about employee wage statements, how to understand this information, and how to verify the accuracy of the information. This training shall be made available to substitutes as well.

### **Section 3.2 - Due Process**

- 3.2.1 No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharged, nonrenewed, terminated, or other actions that would adversely affect the employee) without just and sufficient cause.
- 3.2.2 First of all, in the event a disciplinary action is to be taken, the employee shall be advised in writing of the right to representation under this provision of the Agreement prior to the action being taken.
- 3.2.3 Secondly, when a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, unless the employee has been given a reasonable period of time to arrange for such representation.
- 3.2.4 Thirdly, an employee shall be entitled to have present a representative of the Association during any disciplinary action or at any investigatory meeting that may lead to disciplinary action.
- 3.2.5 Further, the specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- 3.2.6 The District agrees to follow a policy of progressive discipline, so any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action, which normally includes the following:
  - 3.2.6.1 verbal warning

3.2.6.2 written reprimand

3.2.6.3 with nonrenewal or discharge as a final and last resort.

This section shall not prevent an arbitrator from viewing the appropriateness of any particular disciplinary action based on all the circumstances.

3.2.7 Any complaint made against an employee will be promptly called to the attention of the employee. When charges of misconduct are made against an employee by any parent, student, or other person which results in an investigation; the principal will give written notice of the allegations to the employee within fifteen (15) working days of commencement of the investigation. Any investigation will include an opportunity for the employee to respond to all allegations lodged against the employee. When investigating such charges, the investigation materials and results will be maintained in the District files except in those instances when the employee is disciplined as a result of the investigation, then the letter of discipline will be placed in the personnel file. The employee will also be given written notice of the results of the investigation within fifteen (15) working days of completion of the investigation.

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

### **Section 3.3 - Layoff and Recall**

3.3.1 In the event of layoff, the District shall provide written notice to all affected employees thirty (30) calendar days prior to layoff during the school year.

3.3.2 Layoff shall be defined as necessary reduction in the work force beyond the normal attrition. Prior to implementing a layoff, the District shall distribute a copy of the seniority list to all employees and provide at least five (5) working days for employees to submit corrections to the seniority rankings.

3.3.3 Step 1: In the event of layoff, the District shall first reduce or eliminate the hours of the least-senior employee(s) in the affected job title (as listed in Appendix A).

Step 2: An employee whose hours were eliminated or reduced by more than 1.5 hours per day may choose to bump a less-senior employee who is the least-senior employee with the same, or within 1.5 hours less, hours per day as the displaced employee in any job title with an equal or lower pay rate for which the displaced employee meets the minimum qualifications. (Functionally, start by excluding from the seniority list all employees in job titles with higher pay rates or minimum qualifications that the displaced employee does not meet. Then, start from the bottom of the seniority list and work up to the first employee with daily hours within 1.5 hours.)

Step 2a: If no less-senior employee has the same, or within 1.5 hours less, hours per day, the displaced employee may bump the least-senior employee with the closest number of hours per day as the displaced employee in any job title with an equal or lower pay rate for which the displaced employee meets the minimum qualifications. (Functionally, start by excluding from the seniority list all employees in job titles with higher pay rates or minimum qualifications that the displaced employee does not meet. Then, start from the bottom of the seniority list and find the employee with the closest number of hours.)

Step 3: An employee who is bumped by a more-senior employee in accordance with the procedures above may choose to bump a less-senior employee who is the least-senior employee with the same, or within 1.5 hours less, hours per day as the displaced employee in any job title with an equal or lower pay rate for which the displaced employee meets the minimum qualifications. (Functionally, start by excluding from the seniority list all employees in job titles with higher pay rates or minimum qualifications that the displaced employee does not meet. Then, start from the bottom of the seniority list and work up to the first employee with daily hours within 1.5 hours).

Step 3a: If no less-senior employee has the same, or within 1.5 hours less, hours per day, the displaced employee may bump the least-senior employee with the closest number of hours per day as the displaced employee. (Functionally, start by excluding from the seniority list all employees in job titles with higher pay rates or minimum qualifications that the displaced employee does not meet. Then, start from the bottom of the seniority list and find the employee with the closest number of hours.)

Step 4: Step 3 will be repeated until there is no employee left to bump.

If more than one employee is subject to layoff at one time, these procedures shall be applied in order of seniority (most-senior employee is placed first).

- 3.3.4 A laid-off employee shall, upon application and at the employee's option, be granted priority status on the substitute list according to the employee's seniority.

Laid-off employees may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group-rate premium for such benefits to the District, subject to SEBB rules.

- 3.3.5 Laid-off employees shall remain in a recall pool for two (2) years. Employees shall be rehired from the layoff pool on the basis of seniority provided that the District determines that the employee is qualified for the job based on job description qualifications.

3.3.6 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to the employee's current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis until the recalled employee can report to work providing the employee reports within the five- (5) day period.

Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which the employee is qualified shall forfeit the employee's seniority rights.

3.3.7 Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose the employee's seniority and any further rights under this Agreement.

### **Section 3.4 - Employee Rights**

3.4.1 The District hereby agrees that employees shall have the rights freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental powers under color of law of the state of Washington, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitution of Washington and the United States; that it will not discriminate against any employee with respect to hours, wages, or conditions of employment by reason of the employee's membership in the Association, the employee's participation in any activities of the Association or collective negotiations with the District, of the employee's institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

3.4.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights the employee may have under applicable laws and regulations. These rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

3.4.3 The employees shall be entitled to full rights of citizenship. The private and personal life of any employee is not within the appropriate concern or attention of the District.

3.4.4 The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, or the

presence of any disability as defined by state or federal law except as required in accordance with this Agreement or as otherwise provided by law.

- 3.4.5 Employees shall have a right to Association representation at any meeting pertaining to disciplinary action or an investigation that could lead to discipline. (See Section 3.2) Employees also shall have the right, upon request, to a union representative at a meeting to place an employee on administrative leave or to address performance improvement necessary to avoid termination.

### **Section 3.5 - Personnel Files**

- 3.5.1 Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as written employment references leaving the District.

Upon request, a copy of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate, or other personnel file shall be kept anywhere. Anyone, at the employee's request, may be present in this review.

- 3.5.2 No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach the employee's own comments. Any such material shall be shown to the employee within five (5) days of placement in the personnel file.
- 3.5.3 Upon request by the employee, the Superintendent or the Superintendent's official designee shall sign to verify comments.
- 3.5.4 An employee may request that records of misconduct be removed from a personnel file three (3) years after the record was created. The decision of an administrator to grant or deny a request shall not be subject to the grievance procedure.
- 3.5.5 All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee in a manner befitting the professionalism of both parties.

### **Section 3.6 - Employee Protection**

- 3.6.1 The Board shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while engaged in any supervisory capacity as designated by the Board or their representative. The limit of liability

provided under this policy for school employees' personal property is \$500 per employee for each claim.

- 3.6.2 Any case of assault upon an employee shall be promptly reported to the Board or its designated representative.
- 3.6.3 No final action shall be taken upon any complaint by a parent of a student directed toward an employee prior to said complaint being discussed with the employee by the immediate supervisor. Upon request, the employee may have an Association representative present at this meeting. Such request shall not delay this meeting for more than two (2) days.
- 3.6.4 To the extent allowed by law, when an employee is assigned a student for individual supervision or instruction and that employee has a need to know, the District will make a good-faith effort to provide the employee with information about the student's special medical need or condition.
- 3.6.5 To the extent allowed by law, when an employee is assigned a student for individual supervision or instruction and that employee has a need to know, the District will make a good-faith effort to provide the employee with information about the student's behaviors that could present a safety problem.

### **Section 3.7 - Assignments and Vacancies**

- 3.7.1 Definitions of Assignment or Transfer – An "assignment" is defined as the placement of an employee within one classification within one school building in the P-5 program or specialty area (e.g., an itinerant COTA position). A "transfer" is a placement of an employee outside the employee's current classification or building. The move of a classroom (which does not involve a change of evaluator) or an entire program from one building to another will not constitute a transfer or change of assignment.
- 3.7.2 Assignments – Assignments and changes of assignment may be made at any time by the employer to meet district, student program, and staffing needs.
- 3.7.3 Notice of Interest – Each year, on or before March 1, the District will solicit interests from employees for assignments for the following year.
- 3.7.4 Explanations for Changes in Assignment – An employee shall receive a written explanation and/or a personal conference to discuss the rationale for a transfer or new placement, or the denial of a requested transfer or new placement upon request made to the building principal or program supervisor.
- 3.7.5 Definition of Vacancy – The term "vacancy" shall mean a position that the District has determined' to be open for applicants after changes in assignments have been made pursuant to subsections above.
- 3.7.6. Filling a Vacancy

- A. Notices of vacant positions shall be posted electronically to all members of the bargaining unit at least five (5) working days prior to the closing date for applications.
  - B. The Association upon request will be given the rationale for any position the District determines does not have to be filled.
  - C. All employees who meet the posted qualifications for a vacant position shall be interviewed for the position. Interview teams shall include at least two interviewers and shall, to the extent practical, include the same persons or roles for all interviews for that vacant position.
  - D. The District shall have the right to select the most qualified person for any vacancy. Qualifications will be measured in a manner that includes, but is not limited to, education, certifications, evaluations, training, experience, and years of service with the District. If qualifications are substantially equal between two employees or between an internal candidate and an external candidate, the employee with the greater years of service with the District shall be selected.
  - E. Any employee not selected for a position shall receive a written explanation and or a personal conference to discuss the rationale for the decision upon request made to the building principal or program supervisor.
  - F. Association members may be included in the hiring process (e.g. screening applications and interview teams) for positions within their buildings or programs. A person interested in participating in the hiring process during the summer must notify his or her principal or program supervisor prior to the close of the school year.
- 3.7.7. Exception – As an exception to the processes identified in this section, vacancies may be filled by qualified personnel in the reduction in force employment pool pursuant to Section 3.3.

### **Section 3.8 - Involuntary Transfer**

#### **3.8.1 Use of Voluntary Requests:**

Prior to an involuntary transfer, the District shall solicit volunteers from all qualified employees. No vacancy shall be filled by means of involuntary transfer if there is a qualified volunteer available to fill said position. If there are no volunteers, the least-senior employee with the job title shall be transferred when qualifications are substantially equivalent.



### 3.8.2 Meeting and Appeal:

An involuntary transfer shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason, therefore in the event that an employee objects to the transfer at this meeting, upon the request of the employee, the Superintendent shall meet with the employee. The employee may, at the employee's option, have an Association representative present at such meeting.

3.8.3 An employee being involuntarily transferred shall retain the same rate of pay and the same number of hours per day as was held in the previous position for the duration of the school year in which the transfer was made or for twelve (12) calendar months, whichever is greater.

## **Section 3.9 - Miscellaneous Working Conditions**

3.9.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being as defined by the safety committee of the School District and in accordance with the law.

3.9.2 The District shall provide adequate rest areas, lounges and restrooms, and parking space for employee use. Employees will be issued keys consistent with security needs.

3.9.3 The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work areas.

3.9.4 Employees may use reasonable measures with a student as is necessary to protect the employee, a fellow employee, a teacher, an administrator, or another student from attack, physical abuse or injury, or to prevent damage to District property.

3.9.5 No employee shall be required to dispense or administer medication unless in accordance with the most recently revised Washington State laws.

3.9.6 Employees will be paid at their hourly rate or overtime rate, as required by law, plus mileage and registration fees for workshops and committee meetings to which they are assigned by the District which meet outside the regularly scheduled workday. The request for attendance at workshops or committee meetings must be approved by the Superintendent, or the principal, or program supervisor with budgetary authority. The District and Association shall organize, plan and advertise professional development opportunities for bargaining unit members through labor-management meetings, including, but not limited to, trainings offered by the District, the state, WEA, Puget Sound ESD, etc.

- 3.9.7 Employees shall be released for the purpose of inservice training, observing in other districts, etc., as approved by the Superintendent. The released time for this purpose must be job-assignment related. Upon request, employees denied release time will be provided the reasons for the denial in writing.
- 3.9.8 Employees attending training courses or inservice required by state law or by District policy as a condition of employment will be paid by the District at the employee's regular hourly rate of pay, or at the overtime rate if applicable, for all time in attendance, plus any fees or tuition. Travel time and reasonable, actual expenses incurred (travel, food, lodging) shall be paid by the District pursuant to the procedures in Board policy. Meal reimbursement will be made only when travelling overnight.
- 3.9.9 Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses incurred for training-course fees and tuition will be paid by the District.
- 3.9.10 The District shall reimburse employees for the cost of all fees, certificates, and health tests that are necessary for the employee to retain the employee's position.
- 3.9.11 Building leadership teams shall include Association members in their composition. Each building leadership team shall include at least one employee represented by DCPEA and that person will be paid an honorarium of \$500 for service on the committee. Other classified employees may be asked to attend leadership team meetings during their regularly-scheduled workday or paid hourly for work outside of the employee's regularly-scheduled workday. Such teams shall consider the training and professional growth needs of paraprofessionals and office staff when planning school improvement activities during non-student time.
- 3.9.12 Buildings will organize regular communication and collaboration meetings (e.g., a monthly meeting during ACE time) that include special education paraeducators to discuss the specific needs and programs of high needs students. Buildings will try to schedule these meetings in a way that accommodates the schedules of itinerant certificated staff. Such meetings are a good opportunity to identify training and cross-training needs for paraeducators in these programs. Such training could be scheduled and offered on non-student days and times such as summer institutes, waiver days, conference days, and ACE days (e.g., lifting, de-escalation, or seizure disorder training). The parties encourage the inclusion of substitutes who work with high needs special education students in such trainings on a voluntary basis.

## **Section 3.10 - Hours of Work and Overtime**

- 3.10.1 The normal work year for school-term employees shall be approximately one hundred eighty (180) days, September to June. The normal work year for all other employees shall be twelve (12) months, September 1 through August 31. Employees will be given a written notice prior to the end of the school year whether there is a reasonable assurance of being rehired for the following school year for the purpose of qualifying/disqualifying the employee for unemployment compensation. On or prior to the first day that students report to school, employees will be given a written notice of their tentative hours and assignment (school and program) for the coming school year. This tentative notice shall not be construed as a guarantee of a specific number of hours or assignment for the school year.
- 3.10.2 The normal work week for all employees is Monday through Friday.
- 3.10.3 Each employee shall be assigned to a definite shift with designated beginning and ending times.
- 3.10.4 Each shift of more than five (5) hours per day shall include a thirty- (30) minute, duty-free lunch period without pay. With approval of the supervisor, an employee may decline a lunch period for a shift between five and six hours per day. Employees working at least four (4) hours but less than six (6) hours per day shall receive one fifteen- (15) minute paid rest period at the option of the employee. Employees working at least six (6) hours per day shall receive two fifteen (15) minute paid rest periods at the option of the employee.
- 3.10.5 Overtime shall be divided among employees within each job title as reflected in Appendix A. Overtime shall first be offered to the employee who is qualified to do the activity having the greatest job-title seniority. If all employees within the affected job title refuse the overtime following a second offer, the least-senior employee who is qualified to perform the work may then be required by the employer to perform the overtime work. All overtime must have prior approval of the employee's administrative supervisor. If the employee is called back to work after having left a District work site at the end of the shift, the employee shall be entitled to a minimum of two (2) hours' pay.
- 3.10.6 All hours worked in excess of forty (40) hours a week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly pay.
- 3.10.7 Employees shall not work outside their regular work schedules without prior authorization from an administrative supervisor. All time worked outside a regular schedule must be documented with authorization confirmed by an administrator supervisor. If authorized, an employee may request compensatory time in lieu of additional pay. If approved by the employee's administrative supervisor, such authorization and the dates and times the

compensatory time will be taken shall be promptly documented in writing prior to working beyond the regular work schedule. All compensatory time must be taken within the same fiscal year, or it will be cashed out. Compensatory time will accrue at the same rate as if the time were paid (e.g. hour for hour for work up to forty (40) hours in a week, and one and one-half (1 ½) hours for each hour of work in excess of forty (40) hours in a week.

3.10.8 Paraeducators shall be scheduled to work a half-day before the school year during the “opening week” in exchange for being released a half-day on the day before Thanksgiving. This time is available for collaboration, professional development, or other activities designed to meet the needs of students. For other employees, on the early release day before Thanksgiving, each employee has four options: (1) the employee and his or her administrative supervisor may make a prior agreement to schedule compensatory time on such early-release days under the conditions described in Section 3.10.7 above; (2) the employee may work his or her regular schedule if the employee and supervisor have a prior agreement that work is available; (3) the employee may take unpaid leave (as an exception to the usual practice); or (4) the employee may use personal leave for the portion of the day that students are released. These same options are available for all employees for the early release on the last day of school.

3.10.9 When schools are closed early, employees in the bargaining unit shall be permitted to leave immediately after students are dismissed with a minimum of three (3) hours’ pay or the employee’s shift, whichever is less. When there is a change in the school opening schedule or cancellation for inclement weather or other emergencies, employees are to be notified either by phone or other electronic means by 6:00 a.m. In the event the late start is changed to a closure, staff will be notified by 8:00 a.m. If an employee is not notified by the aforementioned time and arrives at school, the employee will be paid for a minimum of three (3) hours’ work or the employee’s shift, whichever is less.

When school start times are delayed by weather or other emergencies, the start of the employee workday shall be delayed by an equivalent period of time. Employees shall be allowed to reschedule the hours lost at a time mutually agreed upon by the employee and the employee’s supervisor if work is available as determined by the administrative supervisor. If work is not available, the employee has the option of using compensatory time, personal leave, emergency leave (sick leave), or unpaid leave (as an exception to the usual practice).

3.10.10 If schools are closed because of an emergency and the District is granted a waiver so that the school day is not rescheduled later in the year, the District and Association shall negotiate the impact on the length of each employee’s work year.

- 3.10.11 An employee's scheduled hours per day may be reduced by up to a total of one and one-half (1 1/2) hours from the hours held the previous school year without the necessity of following the procedures in Section 3.3.3 of this Article. Such reductions in hours require at least thirty (30) calendar days' advance notice of the change. Reductions that impact at least one-half of the employees in the bargaining unit require notice and procedures defined in Section 3.3.3.

An employee's scheduled hours per day may be increased by up to one and one-half (1 1/2) hours without the necessity of posting the additional hours as a new position. Such hours shall be communicated within the building and offered by seniority (as defined in the CBA) to available employees with the appropriate training in that job title at the building. Exceptions may be made for assignments based on unique student need after a discussion with the Association first.

When the District intends to increase or reduce an employee's hours, it will advise the Association.

- 3.10.12 The District will work to ensure that employees directly involved in student instruction will be provided with an appropriate amount of paid planning/preparation time as determined by the employee's administrative supervisor. The District will not be obligated to increase an employee's hours in order to provide this time. There shall be no assumption that all or any particular employee needs planning time. Employees will not be requested to plan or prepare on their own time. Employees who believe they have more work than can be accomplished in their current shift shall first discuss the work with the teachers in special programs or administrators with whom they work. If expectations or schedules cannot be re-arranged, the employee shall approach the building administrator for additional options or a lengthening of the work shift.
- 3.10.13 Employees who are assigned to specific students shall have the option to continue working their regular schedule at their current rate of pay during the intermittent day-to-day absences of the student. If the student is absent for more than five consecutive days, the employee shall have the option to continue working in another assigned bargaining unit position at the rate of pay for that position.
- 3.10.14 When an employee's work hours are reduced, an administrator shall consult with the employee and other impacted staff to identify and communicate to the employee the work that will no longer be expected and performed. The Association shall bring concerns regarding inappropriate expectations or poor communication to the District in the regular labor-management meetings.

### **Section 3.11 - Holidays/Bonus Days**

3.11.1 All employees shall receive the following paid holidays which fall within their work year:

- (1) New Year's Day
- (2) Martin Luther King Jr. Day
- (3) Presidents' Day
- (4) Memorial Day
- (5) Fourth of July
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving Day
- (10) Day before Christmas
- (11) Christmas Day
- (12) New Year's Eve

Employees will be paid the rate of pay and hours per day on their current Estimate of Wages sheet, except that, those employees who fall under Article I, Section 1.1.6, shall be paid at the higher rate and hours per day if the holiday falls within the period of that assignment.

3.11.2 Unworked Holidays:

To be eligible to receive pay for an unworked holiday, an employee must be at work on either the first school business day prior to the holiday or the first school business day after the holiday. An exception to this requirement will occur if the employee is on compensated leave (except personal leave) on either of these days. Personal leave may be used on only one of these days. "School business day" shall mean any day for which the office of the Superintendent of the District is open for business.

3.11.3 Worked Holidays:

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday plus twice their base rate of all hours worked on such holidays.

### **Section 3.12 - Salaries and Salary Payment**

3.12.1 Salaries for employees subject to this Agreement during the term of the Agreement are contained in Appendix A attached hereto and by this reference incorporated herein. Should the date of execution of this Agreement be subsequent to the effective date, salaries—including overtime—shall be retroactive to the effective date.

- 3.12.2 For the 2022-23 school year, the hourly rates in Appendix A shall be increased by the inflationary adjustment percentage funded by the state (currently the IPD) plus 2%. For the 2023-24 school year, the hourly rates in Appendix A shall be increased by the inflationary adjustment percentage funded by the state (currently the IPD) plus 2%.
- 3.12.3 Increment steps shall take effect on September 1 of each year during the term of this Agreement. An employee shall receive increment credit and advancement for a year of experience when the employee has started service for the position on or before February 1 of that school year.
- 3.12.4 Each classified employee new to the District will be granted credit for previous work experience in the same type of job. An employee must apply for previous work experience during the first year of employment to receive said credit. Years of experience will be calculated by adding up all of the employee's months of previous service in the same type of job, dividing by 12, and rounding to the nearest whole year. Service in schools that spans the summer months shall count as continuous service over those months. Employees who transfer between bargaining unit positions or transfer into a bargaining unit position from another position in the District will be granted credit for all years of service with the District for the purpose of salary placement, vacation accrual, and any other monetary benefit that is related to years of service. Up to three years of substitute service within the bargaining unit shall count toward initial placement under the formula above, but not substitute service for other employers or outside the bargaining unit.
- 3.12.5 Checks shall be directly deposited into an employee's bank account on the last business day of each month. Any confirmed underpayment in compensation shall be corrected by the District initiating a direct deposit within five (5) business days or on the next available monthly payroll date, as selected by the employee.
- In cases of overpayment, the District and employee (with or without Association representation at the employee's request) shall meet to develop a mutually-agreed plan for repayment. An explanation of the overpayment calculation and the plan for repayment shall be provided in writing. Options may include repayment in one lump sum; deductions from future payments over an agreed period of time; deductions from accrued compensatory time; or repayment from additional worked time.
- 3.12.6 All compensation owed to an employee who is leaving the District shall, upon request, be paid at the first available payroll date following the next payroll cutoff date.
- 3.12.7 All employees will be paid on a twelve (12) month basis.

3.12.8 The District shall offer the hours of paraeducator professional development funded by the state for meeting the fundamental course of studies and the general paraeducator certificate. If the state reduces or fails to fund the paraeducator courses, the District shall continue to offer at least 8 hours of paraeducator training. Employees shall be paid for these hours at their regular hourly rates.

3.12.9 For the 2021-22, 2022-23 and 2023-24 school years, paraeducators who complete the fundamental course of studies (FCS) shall be paid a \$400 stipend. Proof of completion shall be submitted by July 31 of the fiscal year and the stipend will be paid in the next available payroll cycle. After completion, the paraeducator shall continue to receive the stipend each year in the November payroll.

Beginning in the 2024-25 school year, the previous paragraph will be replaced with the following:

Paraeducators who have finished the fundamental course of studies (FCS) shall be paid a \$200 stipend. Proof of completion shall be submitted by July 31 of the fiscal year and the stipend will be paid in the next available payroll cycle. After completion, the paraeducator shall continue to receive the stipend each year in the November payroll.

In addition, paraeducators who have completed the general paraeducator certificate shall be paid a \$200 stipend. Proof of completion shall be submitted by July 31 of the fiscal year and the stipend will be paid in the next available payroll cycle. After completion, the paraeducator shall continue to receive the stipend each year in the November payroll.

In addition, paraeducators who have completed the EL paraeducator certificate or the special education certificate shall be paid a \$200 stipend for each certificate. Proof of completion shall be submitted by July 31 of the fiscal year and the stipend will be paid in the next available payroll cycle. After completion, the paraeducator shall continue to receive the stipend each year in the November payroll.

3.12.10 Each employee who meets the District's technology standards for classified employees shall be entitled to a stipend in the amount of \$300 each year payable upon submission of the verification form. Competency will be verified by the District and may be demonstrated by completion of classes which relate to the standards (as preapproved by the employee's administrative supervisor), by interview, or by direct observation. After initial verification, competency may be maintained in future years by completion of eight (8) hours of professional training related to the standards during the previous twelve (12) months.



- 3.12.11 For employees who are not in paraeducator positions, employees will be paid \$400 for certifications, or eight (8) hours of training approved by the employee's supervisor and relevant to the employee's specific assignment. Employees shall be paid for these hours at their regular hourly rates.
- 3.12.12 Timesheets submitted by the 10<sup>th</sup> of the month will be paid on the last business day of that month. All timesheets must be submitted by the last business day of the month following the month in which the time was worked, or they will not be paid. This rule will be included on the timesheet. (Compensatory time is cashed out at the end of the year per Section 3.10.7.)

### **Section 3.13 - Transportation Reimbursement**

When acting in accordance with assigned duties or when required to travel in the employee's own private vehicle, an employee shall be reimbursed for such travel at the IRS rate per mile or be provided with a School District vehicle.

### **Section 3.14 - Insurance Benefits**

#### **3.14.1. General**

The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. In addition, the parties have a shared understanding of the following rules and applications, paragraphs 3.14.2-3.14.9 of which are exclusively within the jurisdiction of, and may be changed by, the SEBB.

#### **3.14.2. SEBB Benefits**

Benefits offered by SEBB currently include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.

#### **3.14.3. Eligibility**

Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Except for paid holiday hours, paid leave hours shall count towards eligibility for benefits under this section. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage under conditions identified by SEBB. Unpaid leaves shall be reviewed for impact on eligibility under SEBB rules on a case-by-case basis.

3.14.4. **Benefit Enrollment/Start**

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours. The employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

3.14.5. **Continuity of Coverage**

When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year with the new employer. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

3.14.6. **Effective Date of Resignations**

When an employee eligible for SEBB benefits separates from employment after completion of the employee's full school-year contract obligations, the separation will be effective August 31 unless the employee terminates the employment relationship with a specific earlier date. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective.

3.14.7. **Declining Coverage**

An employee may decline medical coverage through the SEBB within the required SEBB timelines and therefore not have any payments or premiums deducted from their paychecks for this purpose.

3.14.8. **Appeals**

Eligibility, enrollment and surcharge decisions may be appealed through the process described in Chapter 182-32 WAC, not the grievance procedure of the collective bargaining agreements between the District and DCPEA, unless the remedy provided by the SEBB administrative appeal process does not fully compensate the employee for reasonable out of pocket costs resulting from the incorrect eligibility, enrollment and surcharge decision.

3.14.9. **Compliance and Legislative Changes**

These understandings shall be interpreted and applied consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party may initiate a reconvening to align shared understandings with current regulations.

3.14.10 EAP Services are available to all employees and their family members.

The District agrees to pay the monthly premiums for the Employee Assistance Program.

### **Section 3.15 - Leaves**

#### **3.15.1 Sick Leave:**

At the beginning of each work year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, emergency, poor health, maternity, quarantine, or other disability. Sick leave may also be used to care for a child of the employee who is under the age of eighteen (18) with a health condition that requires treatment or supervision as defined by state law. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of the number of days in the employee's annual work year. Any days that are used but unearned at the time of an employee's separation from employment or due to an unpaid leave of absence exceeding half the workdays in the month shall be deducted from the employee's paycheck.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at the ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may cash in up to twelve (12) days per year by February 28 of each school year if notification is given by January 30 or cash in the entire accumulation at retirement or death (or separation from service with the minimum years of experience provided in statute). For the duration of this agreement, in lieu of cash out, the equivalent funds shall be deposited in a VEBA health care account.

Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner: for absences due to job-related injuries which qualify for Industrial Accident and Workmen's Compensation coverage, a prorated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed, the employee's normal salary.

An employee who is unable to perform their duties because of personal illness, maternity, or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave under Section 3.15.7.

#### **3.15.2 Family Illness and Bereavement Leave:**

A. Any employee who works at least 4 hours per day on a regularly scheduled basis for at least one year shall qualify for Family and Medical Leave under the other federal and state rules applicable to such leave. The District shall allow up to five (5) days of paid leave, in addition to sick leave, for family members with a serious health condition qualifying for FMLA. These days may also be used for parental bonding under the same

terms as Section 3.15.3 below. Unused leave under this section shall not accumulate from year to year.

- B. The District shall allow each staff member a maximum of eight (8) days' leave for each death of a husband, wife, mother, father, son, daughter, sister, brother, mother-in-law, or father-in-law. A maximum of eight (8) days' leave shall be allowed for each death of son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter, grandson, or significant others. Up to one (1) day of leave shall be allowed for each death of a personal friend in order to attend a funeral. Concurrent deaths shall be treated as a single occurrence with respect to the length of leave granted. Such leave need not be consecutive days and may be used within a 12-month period. Such leave may be accessed by employees prior to the death when death is imminent.
- C. Family illness and bereavement leave shall not be deducted from sick leave. Payment for leaves under this provision shall be in accordance with the employee's regular rate of pay and the regular number of hours worked per shift.

### 3.15.3 Maternity and Parental Leave:

An employee requesting maternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment and, within thirty (30) days after childbirth, shall inform the employer of the specific day when the employee will return to work.

In the event sick leave has been exhausted, then the employee shall be granted a leave of absence as stated under the sick leave provision.

An employee shall be allowed up to one (1) year of unpaid leave for the purpose of childrearing a child under one (1) year of age. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

An employee may use up to eleven (11) weeks of accrued sick leave (in addition to one (1) week of family illness in Section 3.15.2 above) during the twelve months after birth or adoption of a child for purposes that qualify for parental leave (birth or adoption) under the state or federal family and medical leave laws. Such leave need not be consecutive days and may be used within a 12-month period.

### 3.15.4 Jury Duty and Subpoena Leave:

Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from

the employee's salary. The employee shall notify the District when notification to serve on jury duty is received. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be deducted from the employee's regular pay. Any transportation, meal, or lodging expense reimbursement shall be retained by the employee.

#### 3.15.5 Military Leave:

Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

#### 3.15.6 Personal Leave:

Every employee shall have three (3) personal leave days with pay per year. A "day" shall be measured as the daily average of hours over the course of regular school week. If, because of a variability in an employee's daily scheduled hours, an employee's personal leave allotment does not cover three of their longer days, the employee will be granted unpaid leave for the difference in the hours on the third day. The applicant for such shall not be required to state the reason for taking such leave. No more than three (3) employees in the bargaining unit may schedule this leave on the same day to extend a three- (3) day weekend, holiday or vacation period and employees shall schedule such days on a first-come, first-served basis through the Association President, although an employee may not schedule a personal leave day to extend the same three-day weekend, holiday or vacation period the following year until two months prior to such day. An employee may not use more than one (1) personal leave day per year to extend a three-day weekend, holiday or vacation period. An exception for scheduling a personal leave day to extend a three-day weekend, holiday or vacation period may be granted by the Superintendent for cases in which advance planning was not possible.

Employees who do not use the three (3) above-mentioned personal leave days shall be compensated for each unused day at their normal rate of pay for their regularly scheduled work hours. Cash out for unused personal leave days shall be automatically paid in the July payroll.

Employees who wish to roll these days (rather than cash them out under the preceding paragraph) shall notify the District in writing by June 30 each year. Employees may roll up to two (2) unused days per year for use in the following year, up to a maximum of five (5) days total in any one year.

Full year employees who have unused personal leave days that they do not want automatically cashed out shall notify the District by June 30 of each year.

Employees who separate from employment before completing their full work year will be considered to have fully earned the three (3) personal leave days if they complete at least 180 work days, and there shall be no deduction from the final paycheck for unused leave.

Employees working total daily hours of two and one-half (2½) or less, and who have exhausted their three (3) personal days may apply for unpaid leave to their immediate supervisor. Such unpaid leave must be pre-approved by the supervisor and the superintendent.

3.15.7 Other Leaves:

Leaves of absence up to one (1) year without pay may be granted employees for the purpose of personal disability, study, travel, recuperation, childrearing, adoption, working in a professionally related field, or Association or Association-related business. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District provided the employee gives notice to the District of his or her intent to return for the following school year prior to April 15.

Upon request by the employee, such leave shall be renewed for up to one (1) additional year.

3.15.8 The District will provide family and medical leave in accordance with state and federal law and will allow employees to use their accrued sick leave to care for an ill child in accordance with state law.

3.15.9 Sick Leave Sharing: The District shall offer a shared leave program in accordance with state law and regulations. Details are available in Board Policy 5406.

3.15.10 Paid Family and Medical Leave: Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay the 0.1467% wage premium and the employee shall pay the 0.2533% of the employee's individual wage premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during period of approved PFML leave. Other paid leaves may be available as supplemental benefits under the terms of such leaves defined above.

- 3.15.11 Each year, the District and Association shall jointly determine through labor-management meetings a chosen focus on better education about employee leave rights under the CBA and/or state and federal law.

### **Section 3.16 - Employee Evaluation**

- 3.16.1 All employees will be evaluated in writing by an administrative supervisor prior to May 1 using the form attached to this Agreement as Appendix B. The administrative supervisor will include input from teachers and others who work with the employee. Any ratings that are "Needs Improvement" or "Minimum Requirements" shall be accompanied by comments explaining the rating.
- 3.16.2 In the event an employee's work performance is unsatisfactory, the employee will be notified in writing prior to January 31 of each school year.
- 3.16.3 In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee will be given a reasonable amount of time to implement the recommendation(s).

The District will provide a specific plan of assistance to help implement the remedial plan.

Reports: Evaluation reports shall be presented to each employee by the employee's immediate supervisor in accordance with the following procedures:

- a. Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by the immediate supervisor.
- b. Such reports shall be addressed to the employee.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
  - (1) Strengths of the employee.
  - (2) Weaknesses of the employee.
  - (3) Specific suggestions as to measures which the employee might take to improve the employee's performance in each of the areas wherein weaknesses have been indicated.

Any employee who receives an unsatisfactory evaluation will be reevaluated in writing within thirty (30) days.

- 3.16.4 Any employee who has received satisfactory evaluations in the District for at least three (3) years may be evaluated using a professional growth model in which the employee and administrative supervisor shall set professional growth goals. Such goals, the activities to support achievement of such goals, and how progress toward the goals will be measured shall be agreed upon by the employee and administrative supervisor prior to October 15. Such goals may include the input of non-administrative supervisors with whom the employee works. The employee and administrative supervisor shall meet prior to May 31 to review the employee's progress on meeting such goals. The employee shall be evaluated using the forms and process in Section 3.16.1 in any year in which (a) the employee or administrative supervisor requests a traditional evaluation; or (b) the employee's duties or assignment have substantially changed.

## **ARTICLE IV - GRIEVANCE PROCEDURES**

### **Section 4.1 - Definitions**

- 4.1.1 A "grievant" shall mean an employee or group of employees or the Association filing a grievance.
- 4.1.2 A "grievance" shall mean a claim by a grievant regarding a dispute, or disagreement, or application of the terms of this Agreement.
- 4.1.3 A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4.1.4 "Days" shall mean working days, except as otherwise indicated; if the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of procedure.

### **Section 4.2 - Rights to Representation**

- 4.2.1 The Board shall recognize grievance representatives upon their identification by the Association. At least one (1) Association representative shall be present for any meetings, hearings, or appeals, or other proceeding relating to a grievance which has been formally presented.
- 4.2.2 If, in the judgement of the Association, a grievance affects a group of employees or the Association; the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the procedure even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Step II.



- 4.2.3 In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.
- 4.2.4 The Association, on its own, may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Contract.
- 4.2.5 Upon mutual agreement, any grievance can be submitted directly to the Superintendent.

### **Section 4.3 - Individual Rights**

- 4.3.1 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.
- 4.3.2 A grievant may be represented at all stages of the grievance procedure by the grievant, or at the grievant's option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

### **Section 4.4 - Procedure**

- 4.4.1 Step I. The parties of interest acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

The "Statement of Grievance" shall name the grievant(s) involved, the specific facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing within five (5) working days of receiving the grievance. The immediate supervisor's answer shall include the specific reasons upon which the decision was based, and supervisor shall

concurrently send a copy of the grievance, the supervisor's decision and all supportive evidence to the grievant(s), Association representative and the Superintendent.

- 4.4.2 Step II- Superintendent. If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II, Superintendent or designated representative, within eight (8) working days of receipt of the decision rendered in Step I.

The Superintendent or designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled to take place within eight (8) working days of the receipt of the Step II Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

The Superintendent or designated representative shall provide a written decision, incorporating the specific reasons upon which the decision was based, to the grievant(s), Association representative, and immediate supervisor within five (5) working days from the conclusion of the meeting.

- 4.4.3 Step III – Board. If the grievant is not satisfied with the proceedings in Level II, or if no decision has been given within five days of the grievance meeting, a grievant may appeal the grievance directly to the Board within five days of receiving the Superintendent's decision. The Board will deliver its decision within five days after its next regular meeting.

- 4.4.4 Mediation/Arbitration. The Employer and the Association may mutually agree to bypass the Board (level III) and to utilize instead the mediation/arbitration process in accordance with the rules stated in Appendix C attached.

- 4.4.5 Binding Arbitration. If no satisfactory settlement is reached at Step III, the Association may within fifteen (15) working days of the receipt of the Step III decision appeal the final decision of the Employer to arbitration.

Within ten (10) days after written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten- (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the voluntary rules and procedures of the American Arbitration Association

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Level III meetings.

The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue

the arbitrator's decision not later than twenty (20) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which required the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

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

#### **Section 4.5 - Exceptions to Time Limits**

Time limits provided in this procedure may be extended by mutual agreement when documented by the parties. Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the Employee's answer to the previous step.

#### **Section 4.6 - No Reprisals**

No reprisals of any kind will be taken by the Board or the School Administration against any employee because of the employee's participation in this grievance procedure.

#### **Section 4.7 - Cooperation of Board and Administration**

The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance.

#### **Section 4.8 - Release Time**

Should the investigation or processing of any grievance require that an employee or an Association representative be released from the employee's regular assignment, the employee shall be released without loss of pay or benefits.

#### **Section 4.9 - Personnel Files**

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

**Section 4.10 - Grievance Forms**

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board and the Association.

**ARTICLE V - DURATION AND REOPENER**

This Agreement shall be in effect from September 1, 2021, to August 31, 2024. The parties agree to commence bargaining a new Agreement prior to the expiration date as stated above.

Either party may reopen the agreement should the legislature increase or decrease funding for classified salaries, or change the manner and flexibility in which funding may be used, including but not limited to local revenue, levy authority, inflationary indexes, regionalization and state funding for professional development.

Dieringer School District

Dieringer Classified Public Employees  
Association

\_\_\_\_\_  
Board Chair

*Tina Valencie*  
\_\_\_\_\_  
President

*[Signature]*  
\_\_\_\_\_  
Superintendent

## APPENDIX A – SALARY SCHEDULE

### Dieringer School District #343 DCPEA Salary Schedule 2021-22 School Year

<b>Job Titles</b>	<b>base 1-3 Yrs.</b>	<b>base+5% 4-6 Yrs.</b>	<b>base+10% 7-9 Yrs.</b>	<b>base+15% 10-12 Yrs.</b>	<b>base+20% 13-15 Yrs.</b>	<b>base+25% 16+ Yrs.</b>
<b>Food Service</b>						
Cook's Helper	\$18.22	\$19.13	\$20.04	\$20.97	\$21.87	\$22.78
Cook	\$20.80	\$21.84	\$22.89	\$23.91	\$24.96	\$25.99
Lead Cook	\$23.17	\$24.35	\$25.52	\$26.67	\$27.83	\$28.98
<b>Student Support</b>						
Paraeducator	\$21.19	\$22.25	\$23.32	\$24.36	\$25.43	\$26.48
Library Technician	\$23.84	\$25.05	\$26.24	\$27.43	\$28.62	\$29.81
Interpreter-Tutor	\$26.22	\$27.52	\$28.85	\$30.14	\$31.46	\$32.77
<b>Health Services</b>						
COTA	\$27.19	\$28.54	\$29.92	\$31.26	\$32.63	\$33.98
PTA	\$27.19	\$28.54	\$29.92	\$31.26	\$32.63	\$33.98
LPN	\$27.19	\$28.54	\$29.92	\$31.26	\$32.63	\$33.98
RN	\$34.70	\$36.43	\$38.16	\$39.91	\$41.63	\$43.38
<b>Office Support</b>						
Health Technician	\$23.17	\$24.35	\$25.52	\$26.67	\$27.83	\$28.98
Elementary Office Assistant	\$23.17	\$24.35	\$25.52	\$26.67	\$27.83	\$28.98
Middle School Secretary	\$23.65	\$24.82	\$26.00	\$27.18	\$28.38	\$29.56
Elementary Office Manager	\$25.94	\$27.24	\$28.52	\$29.82	\$31.12	\$32.41
Middle School Office Manager	\$25.94	\$27.24	\$28.52	\$29.82	\$31.12	\$32.41
<b>Technology Support</b>						
Technology Support Specialist	\$25.45	\$26.71	\$27.98	\$29.26	\$30.54	\$31.81

The rates above will be increased in the 2022-23 and 2023-24 school years as described in Section 3.12.2 of the CBA. Eligible employees shall also be paid the stipends described in Section 3.12.

## APPENDIX B – CALENDAR DEVELOPMENT

The employee work calendar for each school year shall be constructed in accordance with the following:

- (a) The school year shall begin on the Tuesday following Labor Day (or Wednesday if the last day of school would be a Monday) and contain 180 school days.
- (b) The school year shall contain the following holiday breaks/non-work days:
  - (i) Veterans Day;
  - (ii) Thanksgiving Day and the day after Thanksgiving Day;
  - (iii) Martin Luther King Jr. Day;
  - (iv) Memorial Day.
- (c) Winter Break (10 consecutive weekdays beginning on the Monday before Christmas if Christmas is on a Wednesday through Saturday or 9 consecutive weekdays beginning on the Thursday before Christmas if Christmas is on a Sunday, Monday or Tuesday);
- (d) Mid-Winter Break (5 consecutive weekdays beginning on Presidents Day);
- (e) Spring Break (5 consecutive weekdays beginning on the Monday 7 weeks after Presidents Day);
- (f) Make-up days for school days cancelled due to inclement weather will be scheduled on the weekdays following the last scheduled day of school;
- (g) On the Wednesday before Thanksgiving students shall be scheduled for a three-hour school day; and
- (h) On the last day of school, students shall be scheduled for a three-hour school day.

## APPENDIX C – MEDIATION RULES

The Employer and the Association agree to a procedure for the mediation of grievances in accordance with the following:

1. A grievance may be referred to mediation if the Association is not satisfied with the disposition of the grievance at Step Two or Step Three of the grievance procedure contained within the collective bargaining agreement, or if no written decision has been received from the District within the time limits prescribed in Step Two or Step Three.
2. The Association must notify the District in writing within five (5) working days of the conclusion of Step Two or Step Three of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than two (2) working days prior to the Association's contractual deadline for the submission of a grievance to the next step in the grievance procedure or within five (5) working days of receipt of the written notification, whichever is sooner.
3. The District and the Association must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines and procedures contained within the grievance procedure of the collective bargaining agreement shall be held in abeyance until such time as written notification of appeal is provided by the Association to the District. The date on which written notification of appeal is filed by the Association with the District shall serve as the date from which the timelines and procedures contained within the collective bargaining agreement shall be enforced.
4. Within five (5) working days following the agreement of the District and the Association to mediate the grievance, the parties shall have mutually agreed on a mediator or else the parties shall discontinue mediation and the Association may pursue the grievance in accord with the grievance provisions of this Agreement.
5. The grievant shall have the right to be present at the mediation conference.
6. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.
7. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.
8. The presentation of facts and considerations shall not be limited to those presented at earlier steps of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to the mediator.

9. Written material presented to the mediator shall be returned to the party representing that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.
10. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
11. If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with Article IV of the collective bargaining agreement between the parties. If the Association desires to appeal the grievance to the next step of the grievance procedure, written notice of such appeal must be made within ten (10) working days following the termination of the mediation conference.
12. The mediator shall conduct no more than three (3) mediations per day.
13. Starting time for the mediation shall be agreed to by the District and the Association.
14. The fees and expenses of the mediator shall be shared equally by the parties.



## MEMORANDUM OF UNDERSTANDING – EVALUATIONS

The District and Association agree to form a committee to explore replacement of the current evaluation criteria with criteria and/or indicators which are more specific and meaningful for the positions within the bargaining unit. One of the options to be explored is the NEA Education Support Professionals Professional Growth Continuum, but the committee is not limited to this model. The committee shall also identify any grants available for exploration, training and/or implementation of new evaluation criteria and/or processes. The Association and the District agree to jointly apply for any available grant applications that would support the work of the committee.

The members of the committee shall include up to seven representatives appointed by the Association president from various job families and schools and at least two administrators appointed by the Superintendent. Committee members will be offered a \$500 honorarium for the responsibilities involved in serving on the committee. The committee shall begin meeting no later than November 1, 2021, and report back to the Superintendent and Association President by May 1, 2022, with a recommendation which could include, among other things, new standards-based evaluation criteria, meetings and elements to be involved in the evaluation process (i.e., goal setting, self-assessments, evidence, etc.), professional development and training related to evaluation, a pilot evaluation program, and/or additional research on evaluation systems.

Dieringer School District



Superintendent

Dieringer Classified Public Employees  
Association



President

## MEMORANDUM OF UNDERSTANDING – ONBOARDING

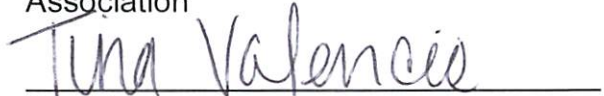
The District and Association have a joint interest in improving procedures and practices for orienting and preparing our new employees to be successful. This applies to employees hired at the beginning of the school year and employees hired mid-year. Such practices could include, but are not limited to, practices such as new hire documentation, job shadowing, orientation from a distinguished employee leader, and training from another staff member in the specific services to which an employee is assigned. The goal is to provide better service to our students and ensure new employees are orientated to their work as soon as possible. Our initial efforts will be implemented at the beginning of the 2021-22 school year with refinements and improvements implemented in succeeding years.

Dieringer School District



Superintendent

Dieringer Classified Public Employees  
Association



President