

Collective Bargaining Agreement
between
Educational Support Professionals Local Association
and
Elma School District Number 68

2024-2026

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PREAMBLE

This Agreement is made and entered into between Elma School District Number 68 (hereinafter "District"), and the Elma Educational Support Professionals Local Association (hereinafter "Association"), an affiliate of the Washington Education Association and the National Education Association.

ARTICLE I - RECOGNITION

Section 1.1 The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3 The bargaining unit to which this Agreement is applicable is as follows: All employees hired to fill a position in the general job classifications of Para-educator/Technician, Transportation, Custodian/Maintenance, and Food Service. Specifically excluded from the bargaining unit are secretaries, all supervisory employees, including but not limited to supervisor of transportation/ custodial/maintenance and food service, and employees authorized to drive students on trips as provided in this agreement.

Section 1.3.1 All substitute employees who have worked thirty (30) accumulative days in the current or immediately preceding school year and who continue to be available for employment as substitutes shall be included in the bargaining unit. The only provisions of the Agreement which apply to bargaining unit substitutes are: Section 10.2; the hourly rate for the appropriate position paid for all hours worked as provided in the attached substitute pay schedule; and Article XXI, Grievance Procedure. The provisions stated in this subsection shall be the sole provisions of the Agreement applicable to bargaining unit substitutes.

ARTICLE II – JOB DESCRIPTIONS

Section 2.1 Descriptions for all positions subject to this Agreement are available to the Association upon written request submitted to the Superintendent or designee. Job descriptions altered during the term of this Agreement will be provided to the Association Presidents.

Section 2.2 The parties will bargain wages for a newly created position.

ARTICLE III - RIGHTS OF THE EMPLOYER

Section 3.1 The District's Board of Directors and its agents are legally responsible for the management of the District. Reserved to the District, therefore, is the exclusive authority to manage, determine and operate all programs and staff, subject to this Agreement. Except as specifically and expressly covered and **controlled by the language of this Agreement, all matters relating to program, facilities, budget, personnel** and staffing shall be determined and administered by the District through such policies, procedures, and practices as it may select. This statement of District authority shall be deemed the equivalent of a detailed enumeration of all respects in which such authority may properly be exercised.

Section 3.2 The District agrees to not subcontract work currently performed by members of the bargaining unit pursuant to Section 1.3 of the Agreement. The immediately preceding sentence does not limit the District from subcontracting work associated with activities not customarily performed by the bargaining unit such as but not limited to construction of a new school building or other capital improvement projects. Furthermore, Grays Harbor Transit may be utilized for extra trips if more cost effective than District transportation based on direct costs. Additionally, the District may subcontract a "Type A" a.m. food service breakfast program.

ARTICLE IV – CONFORMITY TO LAW

Section 4.1 If any provision of this Agreement is found to be contrary to law, the remainder of the Agreement shall remain in effect. Upon written request from either the District or the Association, the affected provision may be renegotiated.

ARTICLE V - DISTRIBUTION OF THE AGREEMENT

Section 5.1 Following ratification and signing of this Agreement by the District and the Association, the Association shall print and distribute copies to its membership at the Association's cost. The District shall print and distribute copies to administrators and Board members at the District's cost.

Section 5.2 Copies of this Agreement shall be made available for review to all applicants for classified positions.

ARTICLE VI – NON-DISCRIMINATION

Section 6.1 Neither the Association nor the District will unlawfully discriminate, including sexual harassment, against any person because of race, color, creed, religion, national origin, gender, age, marital status, or disability.

Section 6.2 Employees are entitled to the full and lawful rights of citizenship.

ARTICLE VII - RIGHTS OF EMPLOYEES

Section 7.1 Employees have the lawful right to join or not to join the Association. Neither the District nor the Association will discriminate against any employee for exercising his/her rights under this section.

Section 7.2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 7.3 Employees subject to this Agreement have the right to have an Association representative at an investigatory interview when an employee reasonably believes that discipline could result and the right to an Association representative at any disciplinary hearing: written reprimand, suspension, or discharge.

Section 7.4 There shall be one (1) official personnel file for each employee; provided however, the District shall maintain separately other confidential files as required by law. Said files shall be kept in the District administrative office.

Section 7.4.1 Each employee shall have the right upon request, and after making an appointment for that purpose, to review the contents of his/her District personnel file maintained at the District Office. Each employee shall have the right to have an Association representative present during said review of the employee's personnel file; provided that, the employee will notify the District of such Association representation when making an appointment for review of his/her personnel file. During the review, employees shall be allowed to copy any material therein and shall be permitted to make a written inventory of material there, and, on request, have such inventory signed and dated by a representative of the administration. Upon request, the Superintendent will consider removal of material from an employee's personnel file.

Section 7.4.2 No performance related material shall be placed in the employee's personnel file unless said material has been shown to the employee and the employee has been given an opportunity to sign the material, indicating that the employee has received said material. An employee may attach comments to any material that is a part of the personnel file.

Section 7.5 The use of video camera recording systems is designed to monitor student behavior and building security. Video and audio shall not be used to evaluate or to monitor bargaining unit employees' performance except as part of an investigation. The investigation will be prompted by an allegation, whether or not the allegation involves the employee. Recorded video shall not be the sole piece of evidence of an investigation. However, when reviewing video subsequent to an investigation prompted by an allegation, any employee misconduct will be noted and addressed. Employees shall have the right to review the recorded video for their work area after making an appointment for such purposes with their supervisor. Before any video is shown to a parent or other non-employee except law enforcement, the employee will first be notified and provided with the opportunity to view the recording. The original video(s) will remain in the possession of the District or law enforcement. Affected employees shall be provided a copy of the video upon request whenever possible.

Section 7.6 Any employee assigned to provide services, including transportation, to a student with known behavior issues will be provided with specific information by either case manager or direct supervisor that is necessary for the employee to successfully work with that student. The District will seek input from the Union prior to determining if additional specific training is needed. If training is needed, it will be provided at the next available opportunity.

Section 7.7 District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises. In the event an employee does not believe the district is following safety guidelines from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to remove themselves from the unsafe situation after assuring student supervision will continue. The building administration will take over supervision of students until such time as the safety concern is properly addressed. The employee agrees to stay on the work site, but in a safe location, until excused by building administration or until the safety concern is addressed and adequately resolved. The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the association has the right to be involved in

the resolution of any such concerns. The employee retains the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint as specified by law.

ARTICLE VIII - RIGHTS OF THE ASSOCIATION

Section 8.1 The Association has the right and the responsibility to represent the interests of all employees in the bargaining unit pursuant to Chapter 41.56 RCW. The Association rights set forth in this Agreement are afforded solely to the Association as the exclusive representative for all employees in the bargaining unit.

Section 8.2 Association Notification

- a. The Association shall be promptly notified by the District when an employee has been given notice of suspension with or without pay or notice of discharge.
- b. The Association shall promptly be notified by the District when an employee has been given a written warning or letter of reprimand, provided such notification is requested by the employee in writing.

Section 8.3 In accordance with RCW 41.56.035, the District shall provide employee information for all bargaining unit members to the Association that includes: name, date of hire, cell phone number, home phone number, work phone number, most up-to-date home email, work email, home address and mailing address. Employment information provided will include: job title, rate of pay, and work site location. This information shall be provided to the Association every 120 days (consistent with the statute) or as requested by the Association.

Section 8.4 The presidents of the Association or designated representative(s) will be provided a maximum of fifteen (15) days per year to attend regional or state Association meetings provided that no more than four (4) employees will be absent on any given day of work and that no more than two (2) employees from a job classification will be absent on any given day of work for said leave. Substitute costs will be borne by the Association. Additional days of Association leave may be granted by the Superintendent.

Section 8.5 Representatives of the Association or its affiliates may conduct Association business on school property before or after regular school hours, but under no condition shall such business be conducted at times which interfere with normal school operations or interrupt other employees during the performance of their assigned duties.

Section 8.6 Equipment Use Association agents have the right to use District copy equipment provided that such use is consistent with District policies and procedures.

Section 8.7 E-Mail Association agents have the right to use the District e-mail system to conduct business related to its responsibilities as the exclusive representative. Upon written request, an updated e-mail list shall be provided the Association quarterly.

Section 8.7.1 Association agents have no expectation of privacy in their use of the District e-mail system. All e-mails and attachments drafted, sent, or stored on the District system are District records and are subject to monitoring, review, and printing by the District system administrator without limitation and without notice.

Section 8.8 The Association shall have a bulletin board at each work site to be used for official Association materials. Association materials may not be used to support or oppose political candidates or ballot measures.

Section 8.9 The Association shall be allowed to use employee mailboxes located in the District for distribution of Association approved materials.

Section 8.10 The District e-mail system, copy equipment, bulletin boards, or mailboxes will not be used for commercial solicitation; to support or oppose political candidates or ballot measures; or to violate any state or federal law, or to access, store, or distribute obscene or pornographic material. Specifically prohibited is the use of the e-mail system for inappropriate material such as hate mail, harassment, and discriminatory remarks.

Section 8.11 Payroll Deduction

The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement shall have the right to have deducted, through voluntary dues deduction from the salary of the employees represented by the Association an amount equal to the fees and dues required for membership in the Elma ESP, WEA and the NEA, provided however, the employees voluntarily and affirmatively consent to such pay deduction. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA-Fund for Children and Public Education.

The dues deduction forms and authorizations shall remain in effect from year to year, unless withdrawn in writing by the employee. Such written notice will be provided to the Association and to the District. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.

Section 8.12 Elma ESP, WEA and the NEA shall indemnify the Employer and save it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Employer at the request of EESP for the purpose of complying with this Article, provided that the action taken or not taken is in accordance with such request.

Section 8.13

The District shall provide the Union reasonable access to new employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative. The Union shall have no more than one-half (1/2) hour of access to new employees. The access shall occur during the new employee's regular work hours and within ninety (90) days of the employee's start date in the bargaining unit. The date, time and location shall be mutually agreed upon by the Union and the District.

No employee may be mandated to attend any time designated for Association information or other presentations by the exclusive bargaining representative.

ARTICLE IX - APPROPRIATE MATTERS FOR CONSULTATION

Section 9.1 The executive board (or their designees) of the Association will be designated as the conference committee who will meet with the superintendent of the District and the superintendent's representatives

on a mutually agreeable regular basis to discuss appropriate matters which will not include bargaining or grievances, unless mutually agreed to by the parties to include such matters in the discussion.

Section 9.2 The District agrees to meet and gather input from the Association on the school calendar.

Section 9.3 Safety Committee The District will maintain a Safety Committee. The Association may appoint up to three (3) representatives to the Safety Committee. The Safety Committee will respond to written safety concerns received during the school term within two (2) weeks of receipt of the concern.

Section 9.4 The Association may designate an Executive Board Member to be present at a job interview for a position in the Board Member's job classification and work site.

ARTICLE X - HOURS OF WORK

Section 10.1 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday), except for those employees designated by the District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five (5) consecutive workdays plus two (2) consecutive days of rest. Each employee will be assigned in advance to a definite workweek with designated times of beginning and ending; provided that the employer may change the existing workweek in case of emergency without prior notice and in any other case by five (5) days written notice to the employee.

Section 10.1.1 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District shall notify each employee to refrain from coming to work by calling the employee at his/her usual place of residence at least one-half hour before commencement of the employee's workday. Employees who fail to be so notified and who report to work shall receive one hour's pay at the base rate.

Section 10.2 Each full-time work shift shall consist of eight (8) hours, excluding an unpaid thirty (30) minute uninterrupted duty-free lunch period. All full-time shifts shall have a fifteen (15) minute paid first half and a fifteen (15) minute paid second half rest period. In the event an employee is assigned to less than a full-time work shift, the employee shall be given a fifteen (15) minute paid rest period for each three (3) hours of work.

Section 10.2.1 Classified employees are entitled to a meal period of at least 30 minutes, that begins no less than two hours nor more than five hours from the beginning of the work shift. If the employee is required by the employer to remain on the employment premises during the meal period, the meal period shall be on the employer's time.

An employee shall not be required to work more than five consecutive hours without a meal period. Employees who work three or more hours longer than a normal work day shall receive at least one 30-minute meal period prior to or during the overtime period.

Section 10.2.2 The District will consider employee requests for "job sharing". The District will provide a reason for denying a "job sharing" request.

Section 10.3 Classified employees already on the payroll shall have a first opportunity, according to seniority within the job classification, for summer, winter break and spring break jobs. If no one within the job classification accepts the break job, employees outside the classification if qualified, shall have an opportunity, according to seniority within the bargaining unit, to fill the position.

Section 10.4 If an employee is assigned to perform the duties of a shift regularly filled by a higher paid bargaining unit employee for one (1) day or more consecutively, such employee shall receive compensation equal to that normally received by the bargaining unit employee in the higher paid position. Such "out of position" pay shall be effective with the start of the first day of performing such duties.

Section 10.4.1 All employees assigned to work a swing or graveyard shift (an eight (8) hour shift scheduled to commence at 11:00 a.m. or thereafter) will receive a forty-five cents (\$0.45) per hour shift differential. A custodian assigned to work a split-shift shall earn the differential for all hours of assigned split-shift work.

Section 10.5 All employees, other than bus drivers, assigned to work more than the normal shift of eight (8) hours per day, and all employees, including bus drivers, assigned to work more than forty (40) hours per week, shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate for the overtime period.

Section 10.5.1 Call Back Employees called back to work for special service shall receive no less than two (2) hours pay per call at the rate of one and one-half (1½) times the employee's base hourly rate. Special calls caused by an employee's negligence will be for only the time worked and at the employee's regular rate of pay, unless the work results in the employee exceeding forty (40) hours of work in that work-week and being eligible for over-time pay.

Section 10.6. Transportation

Section 10.6.1 Shifts shall be established by the transportation supervisor for transportation personnel in relation to the routes and driving times necessary to fulfill tasks assigned by the transportation supervisor.

Section 10.6.2 Regular a.m./p.m. route assignments shall be assigned on the basis of employee bids pursuant to Section 15.5. Bidding will occur prior to the school year on an annual basis or biennial basis, or as needed basis as solely determined by the Transportation Supervisor.

Section 10.6.3 All bus driver personnel shall receive in addition to actual hours of driving time, one-half (½) hour per day (two and one-half (2½) hours per week) for the purpose of bus warm-up and interior bus cleanup; provided that additional time may be approved by the supervisor. Driving times for all trips shall be calculated to the nearest quarter (¼) hour. All trips other than the regular daily scheduled runs shall be assigned on a rotation basis.

Section 10.6.4 The minimum time scheduled for a bus driver will be one (1) hour for each AM assignment and for each PM assignment.

Section 10.6.5 Bus drivers shall be compensated at regular driving rates for time spent in bidding for and learning assignments.

Section 10.6.6 Driver Minimum Pay Drivers assigned regular routes to and from school will be paid a minimum of three and one-half (3.5) hours per day provided that Drivers assigned regular routes less than three and one-half (3.5) hours per day will need to make up time not worked as directed by the Transportation Supervisor. Sub-drivers will be paid regular route time which can be different for each bus run.

Section 10.6.7 General Ed Bus Monitors When student discipline or safety becomes a major concern, drivers may request that a supervisor, driver, or paraprofessional, ride the route to assist

the driver with safety, student support and discipline. Following this ride along, the affected parties shall meet with the supervisor to discuss an ongoing student safety or student discipline plan for the route in question. the employee may include an association representative at this meeting.

Section 10.7 Transportation Extra Trips

Section 10.7.1 In the event an extra trip (trip other than regular daily scheduled run) is canceled, the driver assigned, on rotational basis, shall be notified in a reasonable and timely fashion whereby the driver is guaranteed rights to the regular daily scheduled run. A driver not so notified shall be compensated for the regular daily scheduled run.

Section 10.7.2 Extra trips that fall on an employee's Sabbath shall be discretionary to that driver. In the event an employee opts to exercise such discretionary right, the employee shall not be eligible for assignment to an extra trip until the rotational order has gone full cycle.

Section 10.7.3 Regarding extra trips, the District may utilize regular employees (non-substitutes) of the District who are not members of the bargaining unit to transport, in District van(s), groups of not more than twenty-one (21) to and from school activities. The terms and conditions of employment of such employees shall not be governed by this Agreement.

Section 10.7.4 Regarding extra trips, the District may also utilize regular employees (non-substitutes) of the District who are not members of the bargaining unit to transport an overload from a bus, in District vans, groups of not more than fourteen (14). The terms and conditions of employment of such employees shall not be governed by this Agreement.

Section 10.7.5 Transportation of students for vocational/agriculture activities may be driven by a non-classified District employee, utilizing the vocational/agriculture vehicle.

Section 10.8 The District shall make available to the Association, through a designated Association representative, and all transportation records requested, whereby the Association may verify the exemptions specified herein to the provisions of Section 10.7.3 through Section 10.7.5.

Section 10.9 Extra Trip Compensation Drivers will be paid their regular hourly rate for all hours of driving on an extra trip, provided that drivers will not be allowed an extra trip if the trip would cause the driver to work more than forty (40) hours in a week.

Section 10.10 Bus Cleaning/Driver Meetings. Bus drivers will be required to perform the end of the school year bus cleaning and will be compensated up to four (4) hours as approved by the driver's supervisor. Drivers will be compensated for all time of required attendance at District required meetings.

Section 10.11 Waiver Days An employee's regularly assigned hours will not be reduced during approved waiver days except with agreement from the employee.

Section 10.12 Professional Development Time. The District will offer Classified Staff up to thirteen (13) hours of time at the beginning of each work year. Such time will be scheduled and directed by the employee's immediate supervisor and will be for professional collaboration, training, and preparing for the instructional year.

Requests to participate in unique trainings specific to the employees position are subject for approval at the discretion of the employee's supervision.

For Paraprofessionals, at one hundred twenty (120) minutes of the time shall be scheduled for collaboration and preparing for the instructional year, unless an employee has not yet completed the state-required Fundamental Course of Study. Such time is mandatory and will be paid at the employee's regular hourly rate of pay.

ARTICLE XI - HOLIDAYS

Section 11.1 All employees shall receive the following paid holidays that fall within their work year:

- | | |
|---------------------------|------------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Juneteenth |
| 3. Presidents' Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Veterans' Day | 11. Christmas Day |
| 6. Independence Day | 12. Day before or after Christmas* |

* Item 11 shall be the additional holiday specified in RCW 1.16.050.

Section 11.1.1 Each twelve (12) month employee shall be granted, in addition to the above, an additional paid holiday during Christmas break to be assigned by the District.

Section 11.2 Unworked Holidays. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked the last scheduled shift preceding the holiday or the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such un-worked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness the employee was unable to work on either of such shifts, and the absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

Section 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 one and one-half (1½) their base rate for all hours worked on such holidays, unless the employee starts to work at 10:00 p.m. or thereafter on that date.

Section 11.4 Holidays During Vacation. Should a holiday occur while an employee is on vacation, the employee shall not be charged vacation leave for the holiday.

Section 11.5 Thanksgiving Leave. Employees shall be permitted to leave one hour after students are dismissed, or at their normal quitting time, whichever comes earlier, on the day before Thanksgiving as long as it remains an early release for students.

Kitchen workers and bus drivers will be granted two hours of personal leave each year which may be used without requiring a substitute. Employees who do not use this personal time will be compensated for that amount at the end of the fiscal year.

Custodians working a swing/night shift, shall be granted two hours of personal leave to be used on the day before Thanksgiving. This leave may not be used at any other time and does not carry over year to year.

For employees who use personal or sick leave on this day, it is a full day of leave.

ARTICLE XII - LEAVES

Section 12.1 Sick Leave (Illness, Injury and Emergency Leave). Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than twelve (12) days of sick leave per school year. Sick leave shall be vested when earned and may be accumulated to a maximum of one hundred eighty (180) days, or the employee's work year, whichever is greater. Each year after an employee has completed one calendar year of employment with the District, the District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. After three (3) consecutive days of sick leave, an employee may be required to provide the District with physician's written verification of the need for the employee's use of sick leave.

Section 12.1.1 Upon approval of the Superintendent, on a case by case basis, an employee may, on a voluntary basis, transfer sick leave to another employee in accordance with Chapter 392-136A WAC. The employee must have accrued more than twenty-two (22) days of sick leave. An employee's donation may not reduce the employee's total sick leave to less than twenty-two (22) days. The leave recipient must have depleted his or her annual leave days and sick leave days before the donated leave will be applied (this does not apply to Paid Family Medical Leave).

Section 12.2 Sick Leave Attendance Incentive Program. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days, except that: days accumulated and vested in excess of one hundred eighty (180) days shall not be eligible for remuneration. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation. At the time of separation from school district employment, pursuant to the provisions of RCW 28A.400.210, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury to a maximum of forty-five (45) days of remuneration.

Section 12.2.1 In the event an employee utilizes five (5) days or fewer of annually accrued sick leaves, the employee will be paid the equivalent of one (1) day at the employee's daily rate of pay. The incentive will not be deducted from the employee's accrued sick leave.

Section 12.3 Family Illness Leave. Each employee shall be entitled to a maximum of five (5) days leave with pay deductible from sick leave per year for absence caused by family illness in the immediate family. The "immediate family" shall be defined per Section 12.4 – Bereavement Leave; provided that, an employee may use accumulated sick leave to provide care for the employee's spouse, son, daughter, or parent with a serious health condition.

Section 12.3.1 Employees responsible for dependent children under the age of eighteen (18) years shall have the right to utilize family illness leave for such dependent's care so long as the employee

has accumulated vested sick leave; notwithstanding the general limitation of five (5) days specified in Section 12.3 herein.

Section 12.4 Bereavement Leave. Each employee shall be entitled up to five (5) days leave with pay per occurrence for death in the immediate family of the employee, as defined below. Additional bereavement may be granted as emergency leave. Immediate family shall mean spouse, parent, child, sibling, grandchild, grandparent, or those of the employee's spouse, or state registered domestic partner, a person living in the same household as the employee, any person who is a dependent of the employee, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 12.4 1. Bereavement leave shall not be deducted from sick leave.

(It is understood that for the life of the agreement either party may exercise the option to re-open section 12.4)

Section 12.5 Emergency Leave. Each employee is eligible for five (5) days paid emergency leave per year. The purpose of the leave must be of a serious and emergency nature and something that must be done during the hours the employee is required to be at his/her place of employment. If time permits, the employee shall file a written request for approval prior to taking the leave. If time does not so permit, a written report shall be filed as soon as possible thereafter. All such leave shall be subject to the approval of the immediate supervisor of the employee for the purpose of determining compliance with the requirements of this section. Emergency leave shall be deducted from sick leave.

Section 12.6 Judicial Leave.

Section 12.6.1 The employer will grant full pay when an employee has been subpoenaed to appear in court as a witness for the District.

Section 12.6.2 An employee summoned to appear in court for charges brought against the employee may be granted leave subject to other leave provisions of this Agreement. In the event such appearance arises from the employee's authorized acts of employment, such absences shall be reimbursed by the employer without any reduction in leave.

Section 12.6.3 An employee required to serve on a jury will be paid at their normal rate of pay.

Section 12.6.3.1 An employee called for duty who is temporarily excused from attendance at court will, unless excused by the employee's supervisor without pay, report to work if sufficient time remains after such excuse to permit the employee to report to the employee's place of work and work at least one-half of the employee's normal work day.

Section 12.6.3.2 In order to be eligible for normal pay, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

Section 12.7 Personal Leave

Each employee shall have two (2) personal leave days with pay per year. Two days of unused personal leave may be carried forward to the subsequent year for a total accumulation of five (5) days. The employee will not be required to state the reason for personal leave. Personal leave will not be granted the day immediately before or after a holiday or vacation or during the first week or last two weeks of the school

year unless approved in advance by the immediate supervisor. Personal leave shall not be deducted from sick leave.

Section 12.7.1 Unused personal leave days may be converted for payment at the employee's regular daily rate of pay at the end of each contract year upon request of the employee.

Section 12.8 Worker's Compensation

An employee receiving Workers' Compensation time-loss benefits will have the option of supplementing his/her benefit income by using a portion of his/her available annual leave and/or sick leave benefits.

An employee may choose the following:

1. For every day the employee will be receiving time-loss benefits (Sunday through Saturday), the employee may elect to use hours of sick leave (not to exceed the number of hours that the employee is regularly scheduled to work), and/or
2. For every day the employee will be receiving time-loss benefits (Sunday through Saturday), the employee may elect to use hours of annual leave (not to exceed the number of hours that the employee is regularly scheduled to work).
3. An employee may elect to buy back a portion of sick leave or annual leave used to supplement his/her time-loss benefits during the time of the employee's disability from work or deduct time.

For any one (1) day, the combination of sick and annual leave taken cannot exceed the number of hours that the employee is regularly scheduled to work.

Section 12.9 Parental Leave.

Section 12.9.1 Employees shall be eligible to use paid leave for pregnancy, adoption, placement of a foster-child, and for child-bonding. The employee may use any accrued sick, personal, PFML (if applicable), or shared leave.

Section 12.9.2 Notice. Employees requesting maternity disability leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee. Physician's certification may be required.

Section 12.9.3 Job Guarantee. The employee will be provided a position within the employee's job classification upon return from maternity leave.

Section 12.9.4 Childcare Leave. The District may grant childcare leave for up to one (1) year for the purpose of caring for a natural or adopted child or a child of legal custody. The employee will be provided a position within the employee's job classification upon return from childcare leave.

Section 12.10 Workplace Injury Leave

If an employee is injured during the workday, they will be given paid release time for the rest of that day. If emergency medical care is rendered within 24 hours of the injury, an additional 2 days of leave will be

available if needed without deduction from the employee's sick leave allocation. The employee must provide verification from a medical provider.

12.11 Leave Sharing

1. One district pool will be established for the purpose of sharing leave among employees according to the provisions of WAC 392-126-104. A district employee is eligible to receive donated leave if:

- a. The staff member is entitled to use and accrue annual and/or sick leave;
- b. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause, the staff member to:
 - (i) Go on leave without pay status; or
 - (ii) Terminate his/her employment;
- c. The staff member's absence and the use of shared leave are justified by documentation;
- d. The staff member has depleted his/her annual leave and sick leave reserves;
- e. The staff member has abided by District rules regarding annual and/or sick leave use; and
- f. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

ARTICLE XIII - LEAVE OF ABSENCE WITHOUT PAY

Section 13.1 An employee may be granted an extended leave of absence, not exceeding one year, upon recommendation from the immediate supervisor, approval through administrative channels, and final approval by the Board of Directors.

Section 13.1.1 Employees requesting leave of absence as a result of a job-related injury, subject to statutory definition, shall be granted such leave with rights to an extension of not more than one (1) year.

Section 13.2 An employee returning from a leave of absence will be assigned to a position equivalent in duties and salary to that occupied before the leave of absence provided that a position is available. To be eligible for a position assignment, an employee on leave of absence must provide written notice to the District of intent to return to regular employment. Said notice must be received by the District not less than one (1) month prior to the end of the leave of absence.

Section 13.3 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence, except that: employees on job injury related leave of absence shall accrue seniority while on leave of absence.

ARTICLE XIV - VACATIONS

Section 14.1 Upon the first regular anniversary of the hire date with the school district, each full-time employee shall be granted five (5) days paid vacation per year. For the purpose of the section, a full-time employee is assigned a two-hundred and sixty (260) day work year. Upon the second anniversary of the hire date, each full-time employee shall be granted ten (10) days paid vacation per year. Upon the fifth anniversary of the hire date, each full-time employee shall be granted fifteen (15) days paid vacation per year. Upon the tenth anniversary of the hire date, each regular employee shall receive twenty (20) days paid vacation per year.

In the event the District offers custodial work during the summer, the District will provide a vacation benefit for a custodian working a total of 2080 hours resulting from his/her regular assignment and assigned summer custodial work. Overtime hours worked during the custodian's regular assignment will be included in these total-assigned hours. The vacation benefit will be the amount due based on this section. Paid vacation must be taken at a time mutually agreed upon by the employee and his/her immediate supervisor during the school year immediately following the 2080 hours.

Section 14.2 Vacations of full-time employees during the work year shall be scheduled no later than September 30. Vacation schedules will be submitted to the employees' supervisor for his/her approval. Exceptions to the vacation schedule are subject to the Supervisor's approval. An employee who terminates shall receive payment for unused accrued vacation (up to two-hundred and forty (240) hours) with their final paycheck.

Section 14.3 Vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date. No employee shall be denied accrued vacation benefits due to District employment needs. Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final paycheck.

ARTICLE XV - SENIORITY

Section 15.1 The seniority of an employee in the bargaining unit shall be established as of the date on which the employee began continuous daily employment with the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 15.1.1 In the event more than one employee in the general job classifications, set forth in Sections 15.4 and 15.4.1, is awarded the same seniority date, seniority will be determined by a draw of cards. (Conventional fifty-two card deck, utilizing one suit, Ace is high card). The employees have five (5) working days after being notified by the District to come and draw a card. If an employee does not draw a card, he/she will be the last in seniority.

Section 15.1.2 The District and the Association shall publish annually an official dated seniority list, ranking all employees in each of the general job classifications specified in Sections 15.4 and

15.4.1. Association and/or employee originated corrections/comments must be in writing to the District not later than thirty (30) days after the date of the dated seniority list.

Section 15.2 The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for any reason contained in this Agreement;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 15.3 Seniority rights shall not be lost for the following reasons, without limitation:

- A. Time lost by reason of industrial accident, industrial illness or jury duty;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- C. Time spent on other authorized leaves of absence, not to exceed one (1) year.

Section 15.4 Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are as follows: Para educator/Technician, Transportation, Custodians/Maintenance, and Food Service.

Section 15.4.1 Employees performing work in more than one general job classification (e.g., a bus driver (transportation) that additionally works in food service) shall enjoy seniority, separately and concurrently, during employment in such multiple assignments.

Section 15.5 The employee with the earliest hire date within the general job classification shall have seniority rights for shift selection, vacation periods, promotions, assignment to new or open jobs and lay-off when other employees are equally qualified, based on the general job classification position job description. If the District determines that seniority rights should not govern, the District shall set forth in writing to the employee(s) reasons why the senior employee or employees have been bypassed; provided that the bypassed employee(s) makes a written request for reasons for the bypass within five (5) working days of the District's decision. For purposes of this section, suspension and/or other disciplinary actions taken by the District may be considered in determining the questions of ability and performance applicable to the bypass procedure herein.

Section 15.5.1 In the event that during the school year the District involuntarily reduces an employee's hours of employment by one-half (1/2) hour or more of regular daily assigned time, the impacted employee shall have the right to bump a junior employee within the job classification, provided the employee has the qualification to perform the job of the "bumped" employee. In the event that during the school year, the District involuntarily increases an employee's hours of employment by one-half (1/2) hour or more of regular daily assigned time, a more senior employee within the job classification shall have the right to bump said employee, provided the more senior employee has the qualification to perform the job of the "bumped" employee.

Section 15.5.2 In the event the District posts a temporary position for a short period with a definite termination date or leave replacement position in accordance with Section 13.2. of the Agreement, existing employees (excluding substitutes as defined in Section 1.3.2 of the Agreement) transferred in accordance with Section 15.5. of the Agreement shall have return rights to their previous position.

Section 15.5.3 Temporary work opportunities occurring throughout the year will be offered to available bargaining unit employees including substitute employees and persons in layoff status, within the general job classification, on a seniority basis. If no employees within the job classification are available, the temporary work will be offered to the other bargaining unit members.

This section is also intended to apply to employees exercising the option to move from swing to day shift on a temporary basis; provided, the employee can perform the full scope of duties of the day shift.

Section 15.5.3.1 As appropriate, the District will provide training opportunities for employees to qualify for temporary work.

Section 15.6 The District shall post within the bargaining unit the availability of new or open positions concurrent to posting for outside applicants provided that bargaining unit applicants will be considered first for said new or open positions. Employees who apply for a new or open position and who meet the minimum qualifications of the posted position will be offered an interview for the position. Said position posting will be for a minimum of five (5) days.

Section 15.7 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Names shall remain on the re-employment list for twenty-four months. Bargaining unit members and the Association shall be notified in writing of any anticipated layoff, and written rationale for the layoff decision no later than June 10 in the school year prior to the school year in which the layoff is to occur.

When there is an employee(s) on the reemployment list and the District determines there is a new or open position within said employee(s) job classification, the District shall post the position for three (3) working days in District before offering the position to the senior qualified employee on the re-employment list.

Section 15.8 An employee on layoff status shall file the current address in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 15.9 An employee shall forfeit rights to employment as provided in Section 15.7 if the employee does not comply with the requirements of Section 15.7, or if the employee does not respond to the offer of re-employment within seven (7) days after mailing of a written notice by the District to the employee, or three (3) working days after receiving oral notice, whichever event first occurs.

Section 15.10 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

Section 15.10.1 Laid off employees will be on the substitute list for twenty-four (24) months after layoff or until being offered regular employment with the District, whichever comes first.

Section 15.11 The District may separate any employee without prejudice for reasons of economy or curtailment of work.

Section 15.12 Involuntary transfers will be based on seniority except for the transferred employee's special qualifications for the position or reason as an alternative to discipline.

ARTICLE XVI - PROBATIONARY PERIOD

Section 16.1 Each new hire shall remain in a probationary status for a period of not more than one hundred (100) calendar days of their work year following the hire date. During this probationary period, the District may discharge such employee at its discretion.

Section 16.1.1 Existing employees that work in an additional general job classification (reference, Section 15.4.1: multiple assignments) shall be in probationary status for sixty (60) calendar days in that additional general job classification, notwithstanding that such employee has already completed all or part of the probation specified in Section 16.1 herein for the position originally hired.

Section 16.2 At the end of the probationary period, the employee will be placed on regular employee status and be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 16.3 If during the first seventy-five (75) calendar days but no less than 10 working days of an employee's work year (unless mutually agreed upon between both parties), it is determined by the employee's supervisor that an employee who has received a promotion or who has been transferred to a new or open position in a different job classification does not have the ability or qualifications to fulfill the job requirements, the District shall set forth in writing to the employee and the Association's grievance committee chairman its reasons why the employee is not qualified, and the employee may then be transferred to the prior position.

ARTICLE XVII - DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 17.1 **Discipline or Discharge of Employees.** The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided

Section 17.2 The specific grounds forming the basis for disciplinary action will be made available to the employee and to the Association in writing.

Section 17.3 The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

Section 17.4 To the extent possible, a criticism of an employee shall be made in confidence.

ARTICLE XVIII - NOTIFICATION TO EMPLOYEES

Section 18.1 Except in extraordinary cases, the District will give the employee two (2) weeks' notice of intention to dismiss. The District will expect the employee to give two (2) weeks' notice in case of resignation.

Section 18.2 The District shall notify any regular school year employee on or before the last student school day in June of intent to rehire for the next school year.

Section 18.3 Nothing contained herein shall be construed to prevent the District from immediately discharging an employee for justifiable cause.

ARTICLE XIX - GROUP INSURANCE

Section 19.1 The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements as provided below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August.

Section 19.1.1 SEBB will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

Benefits provided by the SEBB are:

- Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) 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 their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll through SEBB (e.g. increased AD&D, Long-term disability, etc.).

Section 19.1.2 Eligibility:

All employees, including substitute 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. For the purpose of determining eligibility, "hours of work" includes paid sick leave, personal leave, bereavement leave, and paid holidays.

Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.

Section 19.1.3 Benefit Termination:

- A. The employer contribution toward School Employee Benefits Board (SEBB) benefits ends the last day of the month in which the school year ends (August 31). The employer contribution toward SEBB benefits will end earlier than the end of the school year if one of the following occurs:
 1. The District terminates the employment relationship. In this case, eligibility for the District contribution ends the last day of the month in which the District-initiated termination notice is effective:

2. The school employee terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective; or
 3. The school employee's work pattern is revised such that the school employee is no longer anticipated to work six hundred thirty hours (630) during the school year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.
- B. If the District deducted the school employee's portion of the premium for SEBB benefits from their pay after the school employee was no longer eligible for the employer contribution, SEBB benefits end the last day of the month for which school employee premiums were deducted.

Section 19.2 Medical exams required by the District for continued employment will be paid for by the District at a District approved health provider.

Section 19.3 FMLA The District shall pay the Washington State Family and Medical Leave Act Insurance (PMLA) required premiums.

ARTICLE XX – VOCATIONAL TRAINING

VOCATIONAL TRAINING

Section 20.1 Employees attending training courses or in-service training required by state regulation or District policy as a condition of continued employment, or at the specific direction of the District, will be paid by the District, at the employee's regular hourly rate of pay for all time in training sessions not to exceed eight (8) hours in any one day, plus any fee, tuition, or transportation costs. Said training courses or in-service training must be approved by the employee's supervisor or administrator.

Section 20.2 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 on their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuitions will be paid by the school district.

Section 20.3 Transportation must be cleared with the school district management so as to pool rides as much as possible. Paid transportation expense allowed will be for the lesser of: (a) normal and reasonable expenses from the District administrative office to the training location and return, or (b) normal and reasonable expenses from the employee's principal residence to the training location and return.

Section 20.4 Voluntary First Aide/CPR Training Each year, the District will offer First Aide/CPR training on a voluntary basis for Paraprofessionals. Such time is voluntary and will be paid at the employee's regular hourly rate of pay.

Section 20.5 If an employee believes they need additional training or equipment to adequately and safely supervise or work with a particular student, they may request such training or equipment from their supervisor. If their supervisor does not respond or denies such request within twenty-four hours, they make take their request to the building administrator or the Superintendent. The District will seek input from the Union before determining if additional training or equipment is necessary. The District will make a good faith effort to provide the training during the employee's regular work hours. If all other options are

exhausted and it is not possible to conduct the training during regular work hours, the employee will be paid to attend the training at their regular hourly rate.

ARTICLE XXI - GRIEVANCE PROCEDURE

Section 21.1 Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 21.2. Grievance Steps.

Section 21.2.1 The employee shall first discuss the grievance with the immediate supervisor. If the employee wishes, the employee may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) working days of the occurrence of the event giving rise to the grievance shall be invalid and subject to no further processing.

Section 21.2.2 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing, within fifteen (15) working days of the discussion referred to in the preceding subsection, a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 21.2.3 If no settlement has been reached within the five (5) working days referred to in the preceding subsection, and the grievant believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District superintendent or the superintendent's designee. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 21.2.4 If no settlement has been reached within the ten (10) working days referred to in the preceding subsection, and the grievant believes the grievance to be valid, the grievance may be appealed to the Board within fifteen (15) school days after receiving the disposition of the Superintendent or after the above stated time limits have expired.

If the grievance is submitted to the Board, the Board within fifteen (15) school days shall meet with the grievant, the Association representative and the Superintendent to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate.

The disposition by the Board shall be made to the grievant in writing within fifteen (15) school days of the meeting. A notification of such disposition shall be furnished to the grievant, the Association, and the immediate supervisor.

Section 21.2.5 If no settlement has been reached within the fifteen (15) working days referred to in the preceding subsection, and the Association believes the grievance to be valid, the Association may, within fifteen (15) working days, demand arbitration of the grievance by notifying the superintendent in writing. The arbitrator shall be selected by the Association and the District through the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS).

- A. The cost of the services of the arbitrator shall be shared equally by the Association and the District. Each party shall bear all costs of producing its own witnesses and the cost of the preparation of a record or transcript of the proceedings unless such record or transcript is desired by both parties or required by the arbitrator, in which case the cost shall be shared equally.
- B. The arbitrator's findings shall be submitted in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on all parties; provided, however, that any interpretation of state law shall be subject to review by the Superior Court of Grays Harbor County.
- C. The arbitrator's jurisdiction shall be limited to determining whether or not the specific provision of the Collective Bargaining Agreement cited in the written grievance has been violated, and the arbitrator shall have no jurisdiction to award a remedy that was not sought in the written grievance. The arbitrator shall have no authority to add to, subtract from, or in any way amend or modify the specific terms of this Agreement.
- D. If the arbitration demand is not received by the superintendent within the fifteen (15) working days referred to in this section, the grievance shall be deemed waived and the arbitrator shall have no jurisdiction to consider a demand for arbitration.

Section 21.3 The grievance or arbitration discussions shall take place whenever possible on school time. Neither the association nor the employer shall discriminate against any individual employee for acting under this Article.

Section 21.4 Each employee shall have the right to delegate to the Association the execution and filing of any document provided for under this Article XXI.

ARTICLE XXII – EVALUATION

Section 22.1 Each employee shall meet with his/her supervisor by June 1 of each year for the purpose of evaluation.

Section 22.1.1 Supervisors shall meet with each employee by October 15 to establish mutual expectations.

Section 22.2 The written record of the meeting shall indicate areas of satisfactory performance and any areas of concern. It shall be signed by the employee and the supervisor. One copy shall go to the personnel file and one to the employee. The employee shall have the opportunity to attach his/her comments to this evaluation.

Section 22.3 Employees shall not be adversely evaluated for uncompleted work in their primary job description duties when they are redirected to higher priority District activities.

ARTICLE XXIII - SALARIES

Section 23.1 Salaries for employees subject to this Agreement, during the period of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

2022-23 - Prior to adding any increase to the salary schedule, the District will rebase the schedule with a \$1 increase to each cell. After rebasing, the schedule will be increased by 5.5% (IPD).

2023-24 - The District will rebase the salary schedule with \$1 increase to each cell. The District will increase salaries by the same percentage increase that is provided to the District's allocation from the state for Classified salaries.

2024-25 – The Parties agreed to a 5% increase (inclusive of IPD) across all cells of the EESP salary matrix contained with Appendix A1.

2025-26 – The Parties agreed to an increase of IPD + 1% across all cells of the EESP salary matrix contained within Appendix A1.

Section 23.1.1

Schedule A incorporates employee longevity in six (6) steps at five (5) year intervals. Any across-the-board (by job title, classification or the bargaining unit) negotiated percentage increase or state-funded inflationary adjustment shall be applied to each step on the wage schedule.

Section 23.2.1 Employees will be paid for all hours worked which are authorized by shift assignment or by direction of a supervisor or administrator. Pay includes the employee's longevity pay.

Section 23.3 Any employee authorized to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the amount set by District policy for all employees.

Section 23.4 Employees authorized to remain overnight on District business shall be reimbursed for reasonable costs of room and board actually expended.

Section 23.5 Assignments that cause an employee to be out of the district at meal time shall entitle employees to reasonable reimbursement for meals.

Section 23.6 The District designated driver trainer shall be compensated at the bus driver regular hourly rate, increased by three dollars (\$3.00) per hour for all hours of employment devoted to driver training, up

to two hundred (200) hours per year, as directed by the District. The District will provide a job description for the position of Driver Trainer.

Section 23.7 Employees shall be reimbursed for actual expenses incurred for required attainment/renewal of licenses or permits (excluding basic driver's license) which are required by the District, state, or federal government for performance of duties within the employee's assignment.

Section 23.8 Each school unit (primary, intermediate, middle, and high school) may have one (1) paraeducator as part of their Building Site Council. Compensation for serving on this team will be a stipend of two hundred dollars (\$200.00) per person. This position is for one school year.

ARTICLE XXIV - SEPARABILITY OF PROVISIONS

Section 24.1 If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 24.2 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 24.3 In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 25.3.

Section 24.4 This Agreement shall supersede rules, regulations, policies, resolutions, or practices which violate the terms and conditions of this Agreement.

ARTICLE XXV - TERM

Section 25.1 The term of this Agreement shall be September 1, 2024, through August 31, 2026.

Section 25.2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 25.3 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing

2024-2025 EESP SALARY SCHEDULE

CLASSIFICATION	Substitute 90%	Probation 95%	0-4 Years	5-9 Years	10-14 Years	15-19 Years	20-24 Years	25+ Years
PARAED/TECHNICIAN	90%	95%						
Paraeducator	23.09	24.38	\$25.66	\$26.13	\$26.60	\$27.06	\$27.53	\$28.00
Behavioral Tech	24.22	25.57	\$26.91	\$27.41	\$27.90	\$28.39	\$28.89	\$29.38
Library Tech	23.85	25.17	\$26.50	\$26.99	\$27.48	\$27.96	\$28.44	\$28.93
Computer instructional	29.43	31.07	\$32.70	\$33.31	\$33.92	\$34.53	\$35.14	\$35.75
Music	23.85	25.17	\$26.50	\$26.99	\$27.48	\$27.96	\$28.44	\$28.93
Office	23.85	25.17	\$26.50	\$26.99	\$27.48	\$27.96	\$28.44	\$28.93
ESL	23.85	25.17	\$26.50	\$26.99	\$27.48	\$27.96	\$28.44	\$28.93
Indian Education	23.85	25.17	\$26.50	\$26.99	\$27.48	\$27.96	\$28.44	\$28.93
Security	23.85	25.17	\$26.50	\$26.99	\$27.48	\$27.96	\$28.44	\$28.93
Copy Center	25.46	26.88	\$28.29	\$28.82	\$29.34	\$29.86	\$30.38	\$30.90
Interpreter for the Deaf	25.46	26.88	\$28.29	\$28.82	\$29.34	\$29.86	\$30.38	\$30.90
Nurse Tech	25.46	26.88	\$28.29	\$28.82	\$29.34	\$29.86	\$30.38	\$30.90
Nurse/LPN	27.93	29.48	\$31.04	\$31.61	\$32.19	\$32.77	\$33.35	\$33.92
Nurse/RN	29.50	31.14	\$32.78	\$33.39	\$34.01	\$34.62	\$35.23	\$35.84
District RN	37.11	39.18	\$41.24	\$42.01	\$42.79	\$43.57	\$44.35	\$45.13
Class OT Asst	31.28	33.02	\$34.76	\$35.40	\$36.06	\$36.70	\$37.35	\$38.01
Art Technician	25.46	26.88	\$28.29	\$28.82	\$29.34	\$29.86	\$30.38	\$30.90
Student Support Specialist	33.37	35.22	\$37.08	\$37.78	\$38.48	\$39.17	\$39.87	\$40.57
TRANSPORTATION								
Bus Driver	27.04	28.55	\$30.05	\$30.61	\$31.16	\$31.73	\$32.28	\$32.84
Lead Mechanic	33.68	35.55	\$37.42	\$38.12	\$38.84	\$39.54	\$40.24	\$40.94
Mechanic	28.84	30.44	\$32.05	\$32.64	\$33.24	\$33.84	\$34.43	\$35.02
Asst. Mechanic	28.36	29.93	\$31.51	\$32.09	\$32.68	\$33.26	\$33.85	\$34.44
Lube Technician	27.23	28.74	\$30.26	\$30.82	\$31.37	\$31.93	\$32.50	\$33.06
Bus Monitor	23.09	24.38	\$25.66	\$26.13	\$26.60	\$27.06	\$27.53	\$28.00
Bus Washer	19.00	20.06	\$21.11	\$21.49	\$21.87	\$22.25	\$22.63	\$23.01
Driver Trainer	29.75	31.40	\$33.05	\$33.61	\$34.16	\$34.73	\$35.28	\$35.84
CUSTODIAN/MAINTENANCE	Substitute 90%	Probation 95%	0-4 Years	5-9 Years	10-14 Years	15-19 Years	20-24 Years	25+ Years
Day Custodians	25.46	26.88	\$28.29	\$28.82	\$29.34	\$29.86	\$30.38	\$30.90
Night Custodians (includes .45 diff)	25.87	27.30	\$28.74	\$29.27	\$29.79	\$30.31	\$30.83	\$31.35
Night Forman Custodian-Secondary.	26.44	27.91	\$29.38	\$29.93	\$30.47	\$31.01	\$31.55	\$32.10
Lead Custodian/Maint. Elem	27.55	29.08	\$30.61	\$31.19	\$31.75	\$32.32	\$32.89	\$33.45
Lead Custodian/Maint. Middle	27.55	29.08	\$30.61	\$31.19	\$31.75	\$32.32	\$32.89	\$33.45
Lead Custodian/Maint.HS	27.84	29.39	\$30.93	\$31.51	\$32.08	\$32.66	\$33.23	\$33.80
Grounds/Maintenance	27.84	29.39	\$30.93	\$31.51	\$32.08	\$32.66	\$33.23	\$33.80
FOOD SERVICE								
Head Cook	26.45	27.92	\$29.39	\$29.95	\$30.49	\$31.02	\$31.58	\$32.12
Cashier	23.56	24.87	\$26.18	\$26.66	\$27.13	\$27.61	\$28.10	\$28.57
Assistant Cook	24.61	25.98	\$27.35	\$27.85	\$28.35	\$28.85	\$29.36	\$29.85
Cook/Baker	23.56	24.87	\$26.18	\$26.66	\$27.13	\$27.61	\$28.10	\$28.57
Kitchen Helper	22.03	23.25	\$24.48	\$24.93	\$25.36	\$25.81	\$26.26	\$26.71
Lunch Server	21.87	23.09	\$24.30	\$24.74	\$25.18	\$25.63	\$26.06	\$26.51
Food Service Driver	23.56	24.87	\$26.18	\$26.66	\$27.13	\$27.61	\$28.10	\$28.57

SIGNATURE PAGE

ELMA EDUCATIONAL SUPPORT
PROFESSIONALS
LOCAL ASSOCIATION

ELMA SCHOOL DISTRICT #68

By Erin Walker
Local President

By Cheryl P. [Signature]
Superintendent

Date 10/01/2024

Date 10.1.2024

Memorandum of Understanding
Elma School District/Elma Education Support Professionals Association
Classified Job Description 2024-2025 School Year

The Elma School District will complete and compile job description for all classified positions. Prior to completion of job descriptions supervisions will use existing job descriptions or in absence of job descriptions supervisions will use current existing evaluation criteria.

Supervisors shall meet with each employee by October 15 to establish mutual expectations. In an effort to increase employee skill and capacity, the district shall provide one (1) mid-year performance review per employee with feed-back. Supervisors shall meet with employees by June 1 to conduct an end of year evaluation.

Agreed to this 02 day of October, 2024.

Association:

Erin Walker

District:

Christopher R Nesmill

Christopher R Nesmill - Superintendent

RECEIVED

OCT 02 2024

Elma School District #68
Human Resources
