

Agreement Between  
the  
Prosser Association of Educational Office Professionals/WEA/NEA  
and the  
Prosser School District No. 116

Agreement between the parties  
September 1, 2022 to August 31, 2025

## **Preamble**

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms, and conditions of employment of the secretarial employees of the Prosser School District as described in Article I, Section 1.3, this Agreement is made and entered into on this first day of September 2007 by and between the District and the Association.

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## ARTICLE I – ADMINISTRATION

### Section 1 – Recognition

- 1.1 The District hereby recognizes the Prosser Association of Educational Office Professionals/Washington Education Association/National Education Association as the exclusive bargaining unit describe in Section 1.3 excluding any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the executive head or to the Board of Directors pursuant to RCW 41.56.030(2).
- 1.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit.
- 1.3 The bargaining unit to which this Agreement is applicable is as follows: Any and all employees performing work as secretarial employees except for secretarial employee job titles assigned to the Educational Support Personnel of Prosser bargaining unit, office assistant employees of the PSE bargaining unit, and secretarial employees classified as confidential.
- 1.4 The term “employee” when used hereinafter in the Agreement shall refer to all classified employees represented by the Prosser Association of Educational Office Professionals/Washington Education Association/National Education Association.
- 1.5 The terms “PAEOP/WEA/NEA” “PAEOP” or “Association” when used hereinafter in the Agreement shall refer to the Prosser Association of Educational Office Professionals/Washington Education Association/National Educational Association.
- 1.6 Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural; and the word “day” shall mean employee’s workday.
- 1.7 Copies of job descriptions for all positions subject to this Agreement shall be given to each employee and the Association upon request.
- 1.8 Salary schedule of all new positions falling within the recognition clause of this Agreement for which no existing classification applies will be bargained with the Association.
- 1.9 The District will negotiate with the Association the wage of any new position being added to the bargaining unit.
- 1.10 New position(s) involving secretarial/clerical responsibilities shall be submitted to the Association for review and recommendation regarding bargaining unit status. Should agreement not be reached between the parties, the matter shall be submitted to the Public Employment Relations Commission for final adjudication.

## Section 2 – Status of Agreement

- 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.
- 2.2 This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the contract will be by written mutual agreement of the parties.
- 2.3 All wages, hours, terms, and conditions of employment will remain in full force and effect until the effective date of a subsequent agreement, not to exceed one year from the termination of this Agreement.
- 2.4 The District agrees that supervisors or non-bargaining unit personnel shall not be used at any time to permanently displace employees regularly employed within the bargaining unit.

## Section 3 – Conformity to Law

- 3.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provisions or application 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.
- 3.2 In the event any provision(s) is (are) found to be contrary to law as stated in 3.1, such provision shall be renegotiated. Negotiations shall commence within two (2) weeks after receipt of the written tribunal decision.

## Section 4 – Distribution of the Agreement

- 4.1 Following ratification and signing of this Agreement by both parties, the Association shall prepare and submit to the District a proof copy for District review. Upon approval of the proof copy, the District shall provide to all employees copies in electronic format of this Agreement and shall ensure continued access to the Agreement through the District's website and/or other electronic systems. District resources may be used to produce a reasonable quantity of hard copies as may be needed by the parties. All employees, new to the District, shall be provided access to the Agreement by the District upon their date of hire; and such Agreement shall be available for review to all applicants for positions within the bargaining unit.
- 4.2 There shall be two (2) original copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

## Section 5 – Agreement/Interpretation/Negotiation

- 5.1 Upon request by either party, the Association officials and District administrators shall meet to discuss school problems relating to interpretation or compliance with its Collective Bargaining Agreement or other problems. When a request is made, the meeting shall be held at a mutually agreed upon time.

- 5.2 The Association officers may meet with the superintendent and/or his or her designee when mutually agreed to discuss issues related to the contract. When either party requests to meet, the meeting shall be held within ten (10) work days of receipt of the request, unless extended by mutual agreement.

## **ARTICLE II – BUSINESS**

### **Section 1 – Dues, Deductions**

- 1.1 All bargaining unit members may voluntarily join the Association; however no bargaining unit member shall be required to do so. Employees opting to join the Association will sign a membership form authorizing deduction of membership dues and other assessments required for membership. The District, upon receipt of such authorization, will deduct from the employee's salary each pay period the dues amount set by the Association and provided to the District Payroll Office. Deductions for employees submitting authorization after the commencement of the school year shall commence in the first possible pay period following such authorization. The district will transmit all dues deduction funds to the account or entity specified by the Association on a monthly basis. Authorizations in effect prior to July 1, 2018 and authorizations provided by employees hired after that date will be on a continuing basis from year to year, unless withdrawn in writing to the Washington Education Association through the established process. The District shall not discontinue dues collection for any employee until receiving confirmation of completion of the afore mentioned process through WEA.
- 1.2 Members of the Association may sign a separate voluntary membership form and dues deduction authorization for WEA-PAC and NEA-PAC. The District will deduct these dues in the same manner described for dues in section 1.1 above.
- 1.3 The Association agrees to defend and hold the District harmless in the event any employee should bring legal action against the District for compliance with the dues deduction provisions contained in this agreement.

### **Section 2 – Substitute and Temporary Employee Provisions**

#### **Section 2 .1 – Definitions**

- 2.1.1 A temporary employee is an employee who has worked thirty (30) days cumulative or twenty (20) consecutive days in one assignment during the work year and is a member of the bargaining unit.
- 2.1.2 A substitute is a person who has worked less than thirty cumulative days, or less than twenty (20) consecutive days in one assignment during the current or past work year. Substitutes are not members of the bargaining unit except that a substitute working in an assignment known to last more than twenty (20) days shall be classified as a temporary employee from the beginning of such assignment.

#### **Section 2.2 – Provisions**

2.2.1 Temporary employee's hourly rate of pay is approximately five percent (5%) less than the beginning regular employee rate as show in Appendix A of this Agreement.

2.2.2 Temporary employees are covered by the terms and conditions of the Agreement except for the following provisions:

Article III

Section 3 – Layoff and Recall

Section 7 – Transfers

Section 8 – Training/In-Service

Section 9.5 – Overtime Provisions\*

Section 10.7 – Call-Back Provisions

Section 10 – Holidays and Vacations

Section 11.8 – Increment

Section 11.8 – Tax Sheltered Annuities/Payroll Deductions

Section 11.9 – Direct Banking Provisions

Section 13 – Insurance Benefit (except those anticipated to work 630 hours or via self-pay subject to carrier approval)

Article IV – Leave Article (all sections)

Article V

Section 1 – Seniority (includes probationary provisions)

Section 3 – Job Sharing

\*except for hours worked exceeding forty (40) hours per week.

### Section 3 – Association Rights

- 3.1 The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights.
- 3.2 The Association shall be provided with bulletin board space for the purpose of posting Association materials at each work site. The Association shall also have the right to use the school mail, school mailboxes and any electronic communication systems to distribute Association material.
- 3.3 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.
- 3.4 Association agents shall be permitted to transact official Association business on school property at reasonable times.
- 3.5 Association representatives during working hours, without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the work day.
- 3.6 The District agrees to furnish the Association in response to requests for all available information concerning the financial resources of the District and such other information as



will assist the Association in developing programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals.

- 3.7 On or before the first day of July, the District shall provide the Association with information regarding each employee in the bargaining unit. Notification shall be on a form provided by the Association (Appendix C).
- 3.8 The Association shall promptly be notified by the District of any disciplinary meetings or investigation of any employee. The employee shall have the right to have a representative at all meetings the employee reasonably believes may lead to disciplinary actions.
- 3.9 Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area. Association representatives will guard against the use of excess time in the handling of such matters.
- 3.10 Prior to District adoption of student calendar, the Association shall have the right and opportunity to provide input regarding such.
- 3.11 The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about the union. The Association President or other representative will have not less than 30 minutes during regular contract hours to provide the new bargaining unit member with information about the Association. This time will be within the first 30 days of employment and will not occur during lunch or break periods. To ensure timely access to new employees, the District will provide the Association with the name(s) of newly hired employees, and contact information including the name, assignment, work site, FTE, proposed salary schedule placement, home address, work and home phone numbers, and email address within three business days of the date of hire.

#### Section 4 – Management’s Rights

- 4.1 The parties agree that with the exception of limitations imposed by this agreement, the District retains and may exercise all rights, powers and authority granted by the State of Washington in compliance with applicable laws.

#### Section 5 – Employee Rights

- 5.1 The District and the Association jointly agree that employees shall have the right to freely organize, join and support or not support the Association for the purpose of engaging in collective bargaining. Neither the District nor the Association shall 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 Constitutions of Washington and the United States.
- 5.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under applicable laws and regulations. These rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- 5.3 The employees shall be entitled to full rights of citizenship. To the extent provided by law, the private and personal life of any employee is not within the appropriate concern or attention of the District.
- 5.4 No employee shall be discriminated against because of race, creed, religion, color, national origin, citizenship or immigration status, age, sex, sexual orientation including gender expression or identity, marital status, domicile, honorably-discharged veteran or military status, political activity or lack thereof, or the presence of any physical, mental, or sensory handicap (including the use of a service animal or assistive devices) unless based on a bona fide occupational qualification provided that the prohibition against discrimination because of such a handicap shall not apply if the particular disability prevents the employee's proper performance of the essential job functions.
- 5.5 The employer shall investigate and take appropriate disciplinary action when an employee complains that he/she has been sexually harassed pursuant to District policy.
- 5.6 An 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.
- 5.7 Employees are not required to use their cell phones or other personal devices for District business. Each worksite will be provided with a District cell phone to facilitate communication during power or internet outages.

#### Section 6 – Movement to Balanced Calendar Model

- 6.1 The District shall seek input from the Association prior to implementing a twelve (12) month school (Balanced Calendar Model) year on either an experimental or on a full District basis.

### **ARTICLE III – PERSONNEL**

#### Section 1 – Due Process

- 1.1 No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- 1.2 An employee shall be advised of the right to Association representation prior to any meeting with the employee that he/she reasonably believes could lead to a disciplinary outcome. If the employee requests representation, no meeting shall be held with the employee until such representation is present, provided such a request shall not create a delay of greater than five (5) days. The employee will be given prior notice as to the purpose and subject matter of the meeting, including the details of any specific allegation against the employee.
- 1.3 Any complaint made against an employee by a parent, student or other person will be promptly called to the attention of the employee, except in the case of criminal investigation or investigation of alleged child abuse. Any complaint not called to the attention of the employee

within ten (10) business days may not be used as the basis for any disciplinary action against the employee except in the case of criminal investigation or child abuse. Refusal by a complainant to be identified will preclude the District from acting on the complaint, except when there is information that may lead to criminal charges.

- 1.4 Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings except in the case of emergency. All critiques made shall be confidential.

## Section 2 – Allegations Investigations and Disclosure

- 2.1 When a negative allegation is made against the employee, the employee must be notified in writing within five (5) District work days of the District's receipt of the allegation except during the investigatory period involving potential criminal charge. If no such required written notice is made, the information obtained may not be used as a basis for disciplinary action. Except in the case of potential criminal charges, the employee(s) and the Association will be notified of any allegations unless the employee objects to notice to the Association. If the employee chooses not to be represented by the Association, the Association will receive a summary of the proceedings and outcome thereof to ensure compliance with the collective bargaining agreement. All investigations will be conducted in a confidential manner.
- 2.2 When the District investigates an allegation of misconduct by an employee and chooses not to reprimand or discipline or take adverse action against the employee, all documents regarding the allegation will be destroyed within thirty (30) calendar days of the time the allegation is made.
- 2.3 All information regarding allegation(s) made against an employee will be given to the employee and the Association and/or its representative at the employee's written request.

## Section 3 – Layoff and Recall

- 3.1 Seniority for the purpose of layoff and recall, is pursuant to Article V, Section 1.1 of this Agreement. Accumulation of seniority within the bargaining unit shall begin on the employee's first working day.
- 3.2 All employees shall have a seniority date which shall reflect her/his most recent date of hire into the bargaining unit by the District and shall herein be called the "hire date".
- 3.3 The District shall prepare and maintain the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- 3.4 Laid off employees shall be entitled to all accrued vacation benefits.
- 3.5 Layoff shall be defined as a necessary reduction in the work force beyond the normal attrition.

- 3.6 In the event of a necessary reduction in work force the District shall first layoff the least senior employees. In no case shall a new employee be employed by the District when there are laid off employees who are qualified for a vacant or newly-created position.
- 3.7 In the event of layoff, the District shall provide written notice to all affected employees and the Association, as early as possible, but no later than August 1 of the school year preceding the year in which layoff would be affected.
- 3.8 In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list.
- 3.9 Employees that are to be laid off shall be placed in the employment pool. Employees to be placed in the pool shall be those with the least seniority. Any request for pool status by the employee shall be granted. Employees shall not be “bumped” or reduced in seniority ranking by school employees that are not represented by the Association.
- 3.10 A laid off employee shall, upon application and at his/her option, be granted first priority status on the substitute list according to his/her seniority. Laid off employees may continue their basic benefits insurance by paying the regular monthly per subscriber group rate premium for such benefits to the District, subject to carrier approval and limitations of COBRA.
- 3.11 Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified.
- 3.12 Notices of recall shall be sent by certified 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 his/her current mailing address. A recalled employee shall be given at least ten (10) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis by use of a substitute until the recalled employee can report for work.
- 3.13 An employee who declines an offered position shall be removed from the re-employment pool providing such offered position is not less than the number of hours and number of days served prior to layoff.
- 3.14 Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years.
- 3.15 Probationary bargaining unit members shall have no seniority until the completion of the probationary period. At the completion of the probationary period, seniority shall revert to the first day of work.

#### Section 4 – Personnel Files

- 4.1 Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references upon leaving the District. Upon

request, a copy, at District expense, of any documents contained therein shall be afforded the employee. Anyone, at the employee's request, may be present in this review.

- 4.2 Except during a criminal investigation phase, any derogatory material not shown to an employee within five (5) days after receipt of composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. 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 opportunity to attach his/her own comments.
- 4.3 Except for employee evaluations, information regarding an employee held by the immediate supervisor shall be transferred to the personnel file at the end of the employee's work year.
- 4.4 A signature does not necessarily mean agreement with the contents of the document, it merely indicates receipt of the document.
- 4.5 All materials in the personnel file, not necessary for record keeping or kept as required by law, will be removed after a period of two (2) years upon request of the employee.
- 4.6 Personnel files are the property of the District. Except for specific acts of misconduct, employee evaluations are not considered public information and will only be released to appropriate District authorities. The District may release directory information, except employees shall have the right to have her/his telephone number held private and not appear in District publication(s).

## Section 5 – Employee Evaluation

- 5.1 Every employee will be evaluated in writing at least annually with the evaluation process completed and discussed with the employee no later than May 15.
- 5.2 No member of the bargaining unit shall evaluate or assist in evaluation of another employee within the bargaining unit.
- 5.3 Each evaluation will concern an employee's work performance. All unsatisfactory ratings must be accompanied by a written indication of specific weaknesses and a specific written recommendation for improvement and provide a reasonable timeline and assistance to allow the employee the opportunity to improve performance to a satisfactory level.
- 5.4 Once completed, the evaluation shall be signed by the immediate supervisor and the employee and dated. The employee's signature does not indicate approval, only that he/she has seen the evaluation. The employee may, at the employee's option, file a written statement to accompany the evaluation in areas where there is disagreement with statements in the evaluation.
- 5.5 The signed original shall be placed in the employee's personnel file at the District Office and a copy will be given to the employee. No other versions of the evaluation shall be kept by the supervisor.

## Section 6 – Employee Protection

- 6.1 The Board shall provide employees with insurance protection covering those employees' necessary personal property which is damaged while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof.
- 6.2 Classified staff shall be informed immediately of any potential for exposure or when it is discovered they may have been exposed to contagious diseases and illnesses, and they shall be instructed as to prevention and protection from the disease or illness to the extent of the District's knowledge and law.
- 6.3 No employee shall be requested or required to dispense or administer medication unless in accordance with the most recently updated Washington State law. Parents shall be notified annually who shall administer medication by employee name and employee job titles.
- 6.4 The District shall hold employee harmless when reporting alleged child abuse to District administrators.
- 6.5 Employees shall administer first aid, care for ill students, or administer medications pursuant to state law.
- 6.6 No employee within the bargaining unit shall be required to enter or remain alone in a building or to report to a building that has been deemed unfit for occupancy by students. Employees will suffer no loss of pay should the District choose not to assign them other duties when they cannot enter their normal worksite.
- 6.7 The District shall reimburse any employee's equipment that is damaged, destroyed, or stolen on District property, provided that such equipment is used in the performance of the employee's job and is not available by the District and has been approved and registered with the employee's immediate supervisor. Reimbursement shall be at depreciated value.
- 6.8 If any employee's personal property is destroyed through improper maintenance or security of the facilities or through theft or vandalism, the District will pay the deductible that is not covered by the employee's homeowner's insurance, or the full amount if not covered by homeowner's insurance.
- 6.9 The District shall pay for all required fees, inoculations, certificates and health tests needed to maintain employment.
- 6.10 The District will provide a safe and healthy workplace, correct any unsafe condition, safety or health hazard and will comply with all applicable federal, state and local health and safety laws and regulations. Employees will not be required to work in conditions or perform tasks that would be deemed to be unsafe based on state, federal or local standards.
- 6.11 When school is delayed due to inclement weather, employee reporting times will be adjusted by the number of hours delayed. Employees shall suffer no loss of pay or leave time for the missed hours. If the District releases school early due to inclement weather, employees shall be released as soon as possible after the closure is implemented and shall suffer no loss of pay or

leave. Employees deemed to serve a critical function that are asked to report or remain during the hours of delay, closure, or release will receive overtime pay for duration of the delay or release.

#### Section 7 – Transfers

- 7.1 All employees will be notified of open positions that become available within the District's secretarial job titles before outside personnel are considered. All jobs will be posted and/or provided in writing to all members of the bargaining unit for a minimum of five (5) days or less with Association concurrence.
- 7.2 Employees who desire to apply for open positions may file a written statement of such desire with the District.
- 7.3 No outside applicant shall be considered unless it is determined by the District, that there are no qualified internal applicants with the appropriate skills for the position. An employee will be considered qualified if they have filled in for the position in the previous two years, can demonstrate the skills and knowledge indicated on the job posting, or have related experience that would allow the employee to promptly acquire any needed skills and knowledge.
- 7.4 An employee, upon employee request, will be given written reasons for non-selection.

#### Section 8 – Training/In-Service

- 8.1 **Required Training/In-service:** Employees attending training/in-service courses required by the District as a condition of employment, will be paid by the District at the employee's hourly rate of pay for all time in attendance, plus any fees, tuition and travel expenses. Such, training/in-service scheduled outside the employee's work day shall be paid at his/her hourly rate of pay. Overtime provisions will also be in effect for this provision.
- 8.2 **Voluntary Training/Inservice Program:** Funds may be used to allow employees to participate in self-selected training activities. Requests for such training will be submitted on the In-Service/Clock Hour/Quarter Credit Training Request Form in Appendix B of this Agreement. Requests shall be granted except where the employee's absence would severely impact District/building operations and it is not possible to make arrangements to alleviate the disruption. Time spent during the normal workday in training/in-service activities related to skills that are required for the job is not considered part of these hours.
- 8.3 The District will provide in-district training for any new or significantly changed hardware, software, forms or procedures.

#### Section 9 – Hours of Work and Overtime

- 9.1 The normal work week for all bargaining unit members is Monday through Friday. Each employee shall be assigned to a definite shift with designated times of beginning and ending. A Work Schedule Form (Appendix C) showing the employee's shift, workdays, hours, and contract days shall be given each employee. Employees will be given a minimum of two (2)

work week advance notice of employee assignment or change thereof except in case of emergency.

- 9.2 Each shift of five (5) or more hours per day shall include a thirty (30) minute duty-free uninterrupted lunch period where the employee is free to leave the work site. Such lunch period shall be as near the middle of the shift as practicable. Each shift shall also include a fifteen (15) minute first half and a fifteen (15) minute second half rest period both of which rest periods shall occur as near the middle of each half shift as is practicable. Employees working less than five (5) hours per day shall receive a fifteen (15) minute rest period for each two and one-half (2 ½) hours worked.
- 9.3 Work performed by District direction will be paid at the appropriate rate of pay. Overtime pay (1 ½ times the hourly rate) will apply for work over eight (8) hours per day or forty (40) hours per week.
- 9.3.1 The employee working overtime may request compensatory time or pay. Such compensatory time may accumulate to a maximum of forty (40) hours. Compensatory time will generally be taken outside the regular student school day, unless requested by the employee and approved by the immediate supervisor.
- 9.3.2 In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular work week will be advised of the possibility prior to the end of the last workday before the overtime commences.
- 9.4 Employees shall be released for medical/dental appointments during the workday when arranged through the building principal or his/her designee. Such absence may be deducted from the employee's sick leave account prorated against the actual time taken for such appointment. Employees with accumulated compensatory time may elect to use it instead of sick leave.
- 9.5 Employees attending after school events such as open house, scholarship night, and/or orientation at her/his supervisor's request, shall be compensated for such attendance at their regular rate of pay including overtime provisions where appropriate.
- 9.6 When applicable, the Association shall have the opportunity to appoint a bargaining unit member to serve on each site-based decision-making team formed.
- 9.7 Employees required to work on District Committees will be paid at the appropriate contracted rate for hours worked outside the workday.
- 9.8 In recognition that employees are often requested to do duties outside of, and in addition to, their normal job duties, each employee will receive an annual \$500 additional responsibility stipend.

## Section 10 – Holidays and Vacations



10.1 All employees shall receive the following paid holidays which occur while employee is on active payroll. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

- |                       |                                  |
|-----------------------|----------------------------------|
| a. New Year's Day     | b. President's Day               |
| c. Memorial Day       | d. Veteran's Day                 |
| e. Thanksgiving Day   | f. Day after Thanksgiving        |
| g. Christmas Day      | h. Labor Day                     |
| i. Martin Luther King | j. Day before or after Christmas |
| k. Independence Day   | l. Juneteenth                    |

#### 10.2 Unworked Holidays

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time that holiday occurs.

#### 10.3 Worked Holidays

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

#### 10.4 Holidays During Vacations

Should a holiday occur during the employee's work year but while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

#### 10.5 Holiday Miscellaneous Provisions

10.5.1 Verification of illness may be requested if sick leave is taken immediately before or after a holiday period.

10.5.2 Unworked paid holidays shall count as hours worked toward calculating weekly overtime. Compensatory time used shall not count as hours worked toward calculating weekly overtime.

10.5.3 Employees will be released from their worksite once all busses have departed on the day before Thanksgiving, the day before winter break and on the last day of school. These days shall be paid as a full normal workday.

#### 10.6 Vacations

10.6.1 Vacation accumulation shall be based upon full-time employment, which for this purpose, shall be defined as 2080 hours annually.

10.6.2 Employees working less than 2080 annual hours shall be prorated.

10.6.3 Vacation accumulation is as follows:

1 – 3 years	10 days
4 – 6 years	15 days
7–14 years	20 days
15 + years	22days

- 10.7 Employees called back during vacation periods for three (3) consecutive years will have such time added to their work year beginning with the third (3<sup>rd</sup>) year. Call back will have to be one week or more.
- 10.8 Subsections 10.8.1 through 10.8.3 below are effective only for employees working a minimum of 220 workdays.
- 10.8.1 Earned vacation for all employees will be scheduled within a designated period agreed upon between immediate supervisor and the employee. Any change of vacation schedule shall receive prior approval from their immediate supervisor and the Administration Office.
- 10.8.2 Vacation time may be carried over from year-to-year up to a maximum of ten (10) workdays total. Upon termination, the bargaining unit member shall be paid for all unused vacation time based upon his/her current pay.
- 10.8.3 Vacation time will normally be taken during the summer months unless otherwise agreed to by the District and the employee. Vacation requests will be granted on a first come, first served basis.
- 10.9 Five (5) days of earned vacation for all employees may be taken during assigned workdays; in exchange, the workdays will be rescheduled on previously unassigned workdays.

## Section 11 – Salary, Salary Payments

- 11.1 Hourly rates for employees subject to this Agreement, during the term of this agreement, are contained in Appendix A attached hereto and by this reference incorporated herein. The district will increase hourly rates annually by a minimum of the IPD percentage as determined by the state unless otherwise agreed by the parties. This is not intended to include normal allocation funds for classified compensation, except in that all such funds be flowed through for employee compensation and pay rates be adjusted should these funds generate compensation monies in excess of that required to fund the current salary schedule.
- 11.2 For purpose of calculating daily hours, time worked shall be rounded to the nearest five (5) minutes.
- 11.3 The District shall notify the Association of all new hires and their placement on the salary schedule.
- 11.4 Should the date of execution of this Agreement be subsequent to the effective date, salaries – including overtime – shall be retroactive to the effective date. Retroactive pay, where

applicable, shall be paid on the first regular payday following execution of this Agreement, if possible, or the subsequent pay period at the latest.

- 11.5 Increment steps shall take effect on the first employee workday of the employee's work year. An employee shall receive increment credit and advancement when employed prior to November 1 of each work year.
- 11.6 Payroll warrants shall be issued to employees on the last workday of each month.
- 11.7 All compensation owed to an employee who is leaving the District shall be paid during the next pay period following the final day of employment.
- 11.8 The District shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for District-approved medical plans, United Good Neighbors, credit unions or savings bonds. Payroll deduction for tax sheltered annuities shall be available provided a minimum of five (5) persons employed by the District request payroll deductions for a specific tax-sheltered annuity.
- 11.9 All bargaining unit members are required to enroll in direct deposit of payroll.

#### Section 12 – Transportation Benefits

- 12.1 When acting in accordance with assigned duties or when requested to travel when using his/her own private vehicle, an employee shall be reimbursed for such travel at the prevailing state rate as of January 1.
- 12.2 In the event the District furnishes a district-owned vehicle and gasoline, the employee(s) shall not receive a mileage payment.

#### Section 13 – Insurance

- 13.1 The District shall pay the full portion of the employer contribution as set by the School Employees Benefit Board for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.

The District will pay the employee rates as established by the School Employees Benefit Board to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

The District shall provide the following insurance benefits through SEBB for each FTE eligible employee and their eligible dependents to include but not be limited to:

- 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 Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. 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 in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

## 13.2 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 an eligibility year, so long as they maintain an employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

All compensated hours qualifying under SEBB guidelines in any position within the District shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

Any employee who has worked 630 hours in the previous year and is returning to a similar position(s) will be deemed eligible for benefits

Paid leave hours shall count towards eligibility for benefits under this section. Employees on unpaid leave will retain their employee/employer relationship.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA).

## 13.3 Benefit Termination

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31. In cases when an employee provides notice of an alternate date it is the employee's responsibility to understand they are giving up their benefit eligibility.

- 13.4 The district will contribute a total of two hundred dollars fifty (\$250) per employee per month to an individual VEBA account for use to defray out-of-pocket medical expenses.

13.5 Part-time Employees

The District will not deny or limit employee work hours in order to avoid initial or ongoing benefit eligibility.

The District will not sever the employee/employer relationship with substitute employees in order to avoid initial or ongoing benefit eligibility.

13.7 Legislative Changes and Reopeners:

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes.

Section 14 – Advanced Training Incentive

- 14.1 Upon prior approval by the principal and/or superintendent (Appendix B), an employee shall receive an annual stipend of \$150 for every ten (10) clock hours or one (1) quarter credit completed up to a maximum of \$1,500. Once awarded, such stipend will be retained for five (5) years after which the stipend will expire unless the training was obtained on the employee's own time as described in section 14.2.
- 14.2 Eligible clock hours and/or credits shall include all training approved by the District. Staff Development monies can be used for applicable college classes and/or courses pertinent to the secretarial function. All stipends for credit/clock hours paid for by the District will expire in five (5) years. All stipends for credit/clock hours which are accumulated and completed on the employees own time, i.e. weekends, holidays, non-scheduled work days, will continue and will not expire.
- 14.3 The maximum advance training incentive will increase to \$990 for employees with fifteen (15) or more years of service. The additional clock hours/credits must be earned after the 15<sup>th</sup> year of service.

Section 15 – Employee Workload

- 15.1 The District will consider requests made through the building administration for additional hours as needed to provide additional help at times of peak workload.
- 15.2 Any changes to job descriptions or redistribution of duties will be negotiated by the parties prior to implementation of the duty changes.

## ARTICLE IV – LEAVES

### Section 1 – Sick Leave

#### Definitions:

As used in this section, employee's "relative" means the employee's spouse, domestic partner, child, stepchild, grandchild, grandparent, parent, sibling, in-law and those considered dependents who reside in the same house or foster children and legal wards, even if they do not live in the same household.

- 1.1 At the beginning of each work year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days, in accordance with District policy. Such leave shall be used for absence caused by illness, injury, poor health, maternity, disability, or for an emergency.
- 1.2 Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum allowed by RCW 28A.400-300(e).
- 1.3 Accident due to injury incurred in the course of the employee's employment shall be compensated for in the following manner: Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, he/she will be paid his/her full salary with any time-loss award turned over to the District. The District shall deduct a prorated portion of the employee's sick leave accumulation for each day the employee is unable to work because of an injury as described above. The sick leave proration shall stop at the time the employee's sick leave accumulation is exhausted and the employee shall be compensated only to the extent provided by time-loss payment.
- 1.4 Sick leave earned and unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment, to the extent provided by law.
- 1.5 Sick leave benefits shall be paid on the basis of the employee's hourly rate applicable to the employee's normal daily work shift at the time sick leave is taken.
- 1.6 Emergency Leave – An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action which is beyond the control of the employee for her/his necessary action. The employee must give the District as much advance notice as is reasonable under the circumstances.
- 1.7 Deductions from accumulated sick leave will be made for the following:
  - a. Employee illness, disability, dental or medical appointments
  - b. Emergency leave as described in Section 1.6 above.

### Section 2 – Annual Sick Leave Cash-Out Program

- 2.1 Employees shall be compensated annually and/or upon retirement or death for unused sick leave credits in a timely manner and in accordance with District policies and the laws of the State of Washington.
- 2.2 The District shall maintain the sick leave conversion entitlement so long as the District has the statutory right to do so.
- 2.3 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, to a maximum of twelve (12) days accumulated in the previous year, at a rate equal to one (1) day's monetary compensation for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. 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.
- 2.4 At the time of separation from School District employment due to retirement or death, 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) days accrued leave for illness or injury.

### Section 3 – Family Illness Leave

- 3.1 Employees shall be provided with a leave of absence during the work year, when such absence is occasioned by the illness of any spouse, child, or parent, who has a serious health condition requiring full-time or part-time attention by the employee.
- 3.2 The first three (3) days of such family illness leave shall be with pay and shall not be deducted from sick leave.
- 3.3 A minimum of twelve (12) weeks Additional leave is available under state and federal leave laws unless an employee qualifies for additional time under those laws. The employee may choose to utilize a combination of accumulated sick leave, accumulated and unused vacation time, and leave without pay for the leave period.
- 3.4 The District will implement the provisions of Washington Paid Family Medical Leave Act in accordance with the law and applicable regulations and the terms included in this agreement. Up to twelve (12) weeks of PFML may be used to care for the employee's self or family experiencing an illness or medical event, including pregnancy disability or to bond with a child within twelve (12) months after birth or adoption.
  - a. The weeks/days of the benefit periods for PFMLA shall be counted only for workdays exclusive of weekends, holidays and school breaks.
  - b. Leave periods under the PFMLA will run concurrently as allowed by law with any contractual, federal or state leaves at the employee's election.
  - c. Benefits may be extended as follows: 1) Up to 14 weeks for a serious condition during pregnancy that results in incapacity: 2) Up to 16 weeks for combined medical and family leave: 3) Up to 18 weeks for event involving both of the above conditions.

- d. An employee may choose to, but shall not be required to, exhaust all or part of their sick leave or other negotiated paid leave benefits before using leaves provided by Washington Paid Family Medical Leave Act.
- e. When accessing PFMLA insurance, an employee may use accumulated sick leave to make up the difference between the PFMLA benefit and the employee's regular compensation.
- f. Continuation of the District's contribution to an employee's insurance benefits for up to twelve (12) weeks is guaranteed in any situation that falls under the use of family PFMLA.
- g. The Employee shall be returned to his/her same position upon return to work.

#### Section 4 – Maternity/Adoption Leave

- 4.1 Employees shall inform the Superintendent of Schools, in writing, of intention to take such leave and the approximate expected time of return to work. Within thirty (30) days after birth or adoption of a child, the Superintendent shall be informed, in writing, of the specific date of return to work. The normal length of time for maternity/adoption leave shall be sixty (60) calendar days from the date of the birth/adoption of a child. However, the maternity/adoption leave may be taken flexibly in continuous half day increments, or combination of full day and half day increments. Leave taken under this provision shall be deducted from accumulated sick leave.

#### Section 5 – Child Rearing Leave

- 5.1 A male or female employee shall be allowed up to one (1) year of unpaid leave for the purpose of child rearing a natural or adopted child. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

#### Section 6 - Bereavement Leave

- 6.1 In the event of the death in an employee's or spouse's immediate family\*, the employee shall be allowed up to five (5) days. Five (5) days are paid and not a deduct against sick leave.
- 6.2 In the event of death of an uncle, aunt, nephew, niece, or cousin of the employee or the employee's spouse, the employee shall be allowed one (1) day of absence with full pay per incident.
- 6.3 Employee may utilize up to two (2) days per year to attend the funeral of individuals not otherwise covered by this section.
- 6.4 Additional days may be granted by the Superintendent and will not serve as a precedent.

\*Immediate family to mean: Spouse, parents, children, step-parent, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, and siblings of the employee or spouse.

#### Section 7 – Jury Duty and Subpoena Leave



- 7.1 Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall not be refunded to the District. The employee shall notify the District when notification to serve on jury duty is received.
- 7.2 Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law if related to school business.
- 7.3 Any transportation, meal, or lodging expense reimbursement shall be retained by the employee.

#### Section 8 – Military Leave

- 8.1 Employee shall be granted military leaves of absence for military reserve or National Guard Service in accordance with the law.

#### Section 9 – Personal Leave

- 9.1 Every employee shall have four (4) personal leave days with pay per year. Notification shall be made if possible, to the employee's immediate superior for personal leave and the applicant for such shall not be required to state the reason for taking such leave other than that he/she is taking it under this section.
- 9.2 Employees shall be able to carry over two (2) days per year, not to accumulate to more than six (6) days per year or seven (7) days for those employees eligible for an additional day under section 9.4.
- 9.3 At the end of their work year, employees may request to cash-out any or all unused personal leave days at their daily pay rate. Unused days at the time of resignation, termination or death will be prorated and any days beyond the maximum accrual amount will be automatically cashed out. Payment will occur on the following month's payroll.
- 9.4 An additional one (1) personal leave day will be granted annually for each employee who has worked for the District for fourteen (14) or more years. Those employees eligible to receive the additional personal day may also use that day for carry over, resulting in the ability of employees who have worked for the District for fourteen (14) or more years to carry over three (3) personal days per year.
- 9.5 In special circumstances, personal leave days may be used before or after a holiday with the permission of the Principal and/or the Superintendent.

#### Section 10 – Association Leave

- 10.1 The District shall grant ten (10) days leave with pay to the Association as determined by the Association President. The Association shall be responsible to reimburse to the District any cost of the employee's salary during such absence.

#### Section 11 – Paternity Leave

- 11.1 The District shall grant three (3) days paternity leave with pay on or about the date of the birth of his child or on or about the time of adoption of a child under the age of two (2) years.

## Section 12 – Public Office Leave

- 12.1 The District shall grant leave without pay for up to one year to any employee who has been elected to a local, state, or national governmental office. Upon return to the District, the employee shall be assigned the same or similar position he/she had prior to the leave. The employee shall retain all seniority while on leave. Such public office leave may be renewed for a second year.

## Section 13 – Leave of Absence

- 13.1 Leaves of absence without pay may be granted to employees by the Board on a case-by-case basis. Granting of individual leaves shall not set precedent or establish a binding past practice.
- 13.2 Employees hired to fill the position of the person on leave will be hired for a specific temporary period of time and will be subject to all provisions of this Agreement except as provided in Article II, Section 2.2. The employee on leave will retain accrued sick leave, vested vacation rights, and seniority rights while on leave; however, these rights will not continue to accrue while the person is on leave.

## Section 14 – Leave Sharing

- 14.1 In accordance with RCW 41.04.665, sick leave sharing will be made available to an employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the individual from working and causes great economic and emotional distress to the employee and his or her family; is a victim of domestic violence, sexual assault or stalking; is sick or temporarily disabled because of pregnancy disability; or for the purpose of parental leave to bond with a newborn, adoptive, or foster child; which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

Shared leave shall also be available as allowed by law to employees who are current members or veterans of uniformed services as defined under RCW 41.04.005 or the spouse of such person providing necessary support for service-related care.

An employee volunteering needed skills that are accepted by either a governmental agency or nonprofit organization engaged in humanitarian relief when state of emergency has been declared by the federal or any state government to assist in responding to the emergency shall be eligible shared leave.

If the employee qualifies for shared leave due to being temporarily disabled because of pregnancy disability; or for the purpose of parental leave to bond with a newborn, adoptive, or foster child, they shall not be required to deplete all of their sick leave and can maintain up to forty (40) hours of sick leave in reserve, and shall have the right to access up to sixteen (16) weeks of shared leave for bonding with a child at any time within the first twelve (12) months after the birth of placement of a child. The sixteen-week period shall be exclusive of holidays and school breaks.

The district will provide a form for qualified employees to make written application for donated leave and a form for qualified employees to donate sick leave.

#### Section 15 – Attendance Stipend

- 15.1 Any employee who uses three (3) days or less of sick leave during the school year will be paid one (1) extra day's pay with their September pay warrant.

### **ARTICLE V – GENERAL WORKING CONDITIONS**

#### Section 1 – Seniority

- 1.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment with the District within the bargaining unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.
- 1.2 Each new hire shall remain in a probationary status for a period of not more than ninety (90) consecutive work days following the hire date.
- 1.3 Seniority rights of an employee shall be lost for the following reasons:
- a. Resignation from the District
  - b. Discharge for justification cause
  - c. Retirement
  - d. Twenty-four (24) consecutive months of layoff
  - e. Change of bargaining unit to another bargaining unit
- 1.4 Seniority rights shall not be lost for any one of the following reasons, without limitation:
- a. Time lost by reason of "on the job injury", "on the job illness" or judicial leave
  - b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States
  - c. Time spent on other authorized leaves

#### Section 2 – Employee Immunization

- 2.1 Employee immunization shall be pursuant to Board policy. Such Board policy shall be posted on work-site bulletin boards readily accessible to members of the bargaining unit.

#### Section 3 – Job Sharing

- 3.1 Job sharing may be approved on an individual case by case basis and shall not establish precedent.

#### Section 4 – Hepatitis B Training and Inoculation Requirement

- 4.1 Employee immunization procedures shall be pursuant to Board policy, a copy of which shall be posted on bulletin boards at each work site easily accessible to employees.

## Section 5 – Substitute Service

- 5.1 Unless prearranged, employees shall notify the substitute hotline of absence and a substitute may be arranged by the Administrative Office. (The school principal will request substitute unit members based on need).

## **ARTICLE VI – GRIEVANCE PROCEDURES**

### Section 1 – Procedure

- 1.1 Grievances or complaints arising between the District and the employees within the bargaining unit defined in Article I herein, with respect to matters dealing with interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

### Section 2 – Grievance Steps

- 2.1 Step One – Employee shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievance not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) working days of the occurrence or the date the grievant should reasonably have known of the grievance shall be invalid and subject to no further processing.
- 2.1.2 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection within ten (10) working days of notice to the supervisor, the employee or representative shall reduce to writing a statement of the grievance containing the following:
- a. the facts on which the grievance is based
  - b. a reference to the provisions in the Agreement which have been allegedly violated;
  - and
  - c. the remedy sought
- 2.2 Step Two – If no settlement has been reached within the ten (10) days referred to in the preceding subsection 2.1.2 and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) 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.
- 2.3 Step Three - If no settlement has been reached within the ten (10) days referred to in the preceding paragraph, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working days to the District Board of Directors. The Board shall hear the grievance at its next regular meeting. After the Board's meeting, they will render their decision within ten (10) days. This step may be omitted with mutual agreement of the parties.
- 2.4 Step Four – If the Association is not satisfied with the disposition of the grievance by the Board within ten (10) days after receipt of same, or if no disposition has been made within the period

above provided, the grievance may be submitted for arbitration-by giving the Superintendent written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition of the Board or expiration of the specified timeline for response. Selection of the arbitrator and the arbitration proceedings shall be in accordance with the LABOR ARBITRATION RULES of the AMERICAN ARBITRATION ASSOCIATION. The governing rules at the proceedings will be the voluntary rules of the American Arbitration Association as modified by “jurisdiction of the arbitrator.” The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in “Jurisdiction of the Arbitrator” or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

- 2.5 Arbitration Costs – Each party shall bear its own costs of arbitration including each party shall pay its own attorneys fees. The fees and charges of the arbitrator, if any, shall be shared equally by the parties.
- 2.6 Jurisdiction of the Arbitrator – The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The arbitrator shall rule exclusively as to the compliance or non-compliance of the Collective Bargaining Agreement and issue a remedy should he find non-compliance. Upon request of either party, the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of “arbitrability” of a grievance prior to having heard the merits of the grievance. The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision.

### Section 3 – Time Limits

- 3.1 The time limits provided in this Article shall be strictly observed unless extended by the written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times herein before provided shall result in the dismissal of the grievance. Failure of the Board or its representative to take the required action within the times provided shall entitle the Association to proceed to the next step of the grievance procedure. Failure of the Board or its representatives to take action within the specified times at the final grievance step shall result in the requested remedies being granted.

### Section 4 – Grievance and Arbitration Hearings

- 4.1 All hearings or conference pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to be present, including any and all witnesses.

### Section 5 – Continuity of Grievance

- 5.1 Notwithstanding the expiration of this Agreement, any claim or grievance arising here under may be processed through the grievance procedure until resolution.

## Section 6 – Grievance Sites

- 6.1 The grievance or arbitration shall take place whenever possible on school time and meetings at Steps 1, 2, and 3 will be held at a time and place convenient to both parties. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

## Section 7 – Grievance Files

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

## Section 8 – Exclusive Remedy Clause

- 8.1 Where more than one forum exists for a resolution of a dispute, the employee and/or the Association may only elect arbitration or another method to resolve the dispute.

# **ARTICLE VII – DURATION**

## Section 1 – Expiration

- 1.1 This Agreement shall be in effect from September 1, 2021 through August 31, 2022.
- 1.2 This Agreement shall be reopened as necessary to consider the impact of any legislation or State regulation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.
- 1.3 The parties agree to commence bargaining within a reasonable time prior to or after the expiration date as stated above.

Signed by both parties:

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Lorena Ruiz

PAEOP President

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Matt Ellis

Superintendent

## APPENDIX A

### PROSSER ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS/WEA/NEA

#### Salary Schedule

Step	2022-23	2023-24	2024-25
Substitute/Temporary	\$20.00	IPD + 1.25%	IPD + 1.5%
1 <sup>st</sup> Year	\$21.00	IPD + 1.25%	IPD + 1.5%
2 <sup>nd</sup> Year	\$21.64	IPD + 1.25%	IPD + 1.5%
3 <sup>rd</sup> Year	\$23.29	IPD + 1.25%	IPD + 1.5%
9 <sup>th</sup> Year	\$23.83	IPD + 1.25%	IPD + 1.5%
13 <sup>th</sup> Year	\$24.28	IPD + 1.25%	IPD + 1.5%
18 <sup>th</sup> Year	\$24.81	IPD + 1.25%	IPD + 1.5%

Employees will be paid a 1% longevity bonus after completing 5 years with the District, 2% after 11 years and 3% after 15 years (not included in above rates).

**APPENDIX B**  
**PROSSER ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS**  
**IN-SERVICE/CLOCK HOUR/QUARTER CREDIT TRAINING REQUEST**

\_\_\_\_\_ In-Service Funds Request

\_\_\_\_\_ Clock Hour/Quarter Credit Approval

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

NAME OF WORKSHOP/TRAINING/CONFERENCE/CLASS \_\_\_\_\_

OFFERED BY \_\_\_\_\_

DATE(S) \_\_\_\_\_ LOCATION \_\_\_\_\_

**EXPENSES:**

TRANSPORTATION TO BE USED \_\_\_\_\_

REGISTRATION FEE \_\_\_\_\_

LODGING \_\_\_\_\_

MEALS \_\_\_\_\_

MISCELLANEOUS \_\_\_\_\_

TOTAL \_\_\_\_\_

SKILLS AND BENEFITS YOU EXPECT TO RECEIVE \_\_\_\_\_

**APPROVED**

PRINCIPAL \_\_\_\_\_ TOTAL HOURS/CREDIT \_\_\_\_\_

**DENIED**

PRINCIPAL \_\_\_\_\_ SUPERINTENDENT \_\_\_\_\_

RECOMMENDATION \_\_\_\_\_



## APPENDIX C

### PAEOP

Name \_\_\_\_\_ Position/Location \_\_\_\_\_

Hours Per Day \_\_\_\_\_

Start Time \_\_\_\_\_ End Time \_\_\_\_\_

Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Total Contract Days \_\_\_\_\_

Student Days \_\_\_\_\_

Additional Work Days \_\_\_\_\_

Paid Holidays \_\_\_\_\_

Prorated Vacation \_\_\_\_\_

Personal Leave Days \_\_\_\_\_

Additional Personal Leave Day (14 years with District) \_\_\_\_\_

Accumulated Sick Leave \_\_\_\_\_

Total Clock Hours \_\_\_\_\_ Annual Stipend \_\_\_\_\_

Step	2022-23	2023-24	2024-25
Substitute/Temporary	\$20.00	IPD + 1.25%	IPD + 1.5%
1 <sup>st</sup> Year	\$21.00	IPD + 1.25%	IPD + 1.5%
2 <sup>nd</sup> Year	\$21.64	IPD + 1.25%	IPD + 1.5%
3 <sup>rd</sup> Year	\$23.29	IPD + 1.25%	IPD + 1.5%
9 <sup>th</sup> Year	\$23.83	IPD + 1.25%	IPD + 1.5%
13 <sup>th</sup> Year	\$24.28	IPD + 1.25%	IPD + 1.5%
18 <sup>th</sup> Year	\$24.81	IPD + 1.25%	IPD + 1.5%

Longevity Bonus: Employees will be paid a 1% longevity bonus after completing 5 years with the District, 2% after 11 years and 3% after 15 years (not included in above rates)

#### Holidays:

- |                       |                                  |
|-----------------------|----------------------------------|
| a. New Year's Day     | b. President's Day               |
| c. Memorial Day       | d. Veteran's Day                 |
| e. Thanksgiving Day   | f. Day after Thanksgiving        |
| g. Christmas Day      | h. Labor Day                     |
| i. Martin Luther King | j. Day before or after Christmas |
| l. Independence Day   | l. Juneteenth                    |

\* Active payroll for purposes of the Independence Day holiday is defined as working at least three (3) days during the month of July and paid at the end of August.

**Vacation:** Vacation accumulation is as follows (prorated based on 2080 annual hours):

1-3 years 10 days; 4-6 year 15 days; 7+ 20 days

**Attendance Stipend:** Any employee who uses three (3) days or less sick leave during the school year will be paid one (1) extra day's pay with their September pay warrant.