

COLLECTIVE BARGAINING AGREEMENT

Between the

COLVILLE ASSOCIATION OF EDUCATIONAL OFFICE  
PROFESSIONALS  
Washington Education Association

And the

COLVILLE SCHOOL DISTRICT NUMBER 115

September 1, 2019 through August 31, 2022



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PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (herein called the Act) to promote the continued improvement of the relationship between the employer and the secretarial/clerical employees of the District this Agreement is made and entered into between Colville School District #115 acting by and through its Board of Directors and the Colville Association of Educational Office Professionals, an affiliate of the Washington Education Association/National Education Association.

The District and the Association agree that the purpose of this Agreement is: to establish harmonious relations and uniform conditions of employment for District employees; to set forth and establish wages, hours, terms and conditions of employment; to promote efficiency and economy in the performance of work and to encourage the spirit of helpful cooperation between the District and the Association.

# ARTICLE I - ADMINISTRATION AND GENERAL

## Section A - Definitions

1. The term "District" shall mean the Colville School District #115, Stevens County, Washington State, or its agents.
2. The term "Board" shall mean the Board of Directors of the District.
3. The term "Association" shall mean the Colville Association of Educational Office Professionals, which is affiliated with the Washington Education Association, the National Education Association, and WEA-Eastern Washington.
4. The term "parties" shall mean the District and the Association.
5. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term "employee" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "day" shall mean any day the district business office is open for business with the public.
8. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
9. The term "President" shall mean the President of the Association or his/her designee.
10. The term "seniority" shall mean length of service within the District as an employee in those positions covered by this Agreement.
11. The term "RCW" shall mean the Revised Code of Washington.
12. The term "WAC" shall mean the Washington Administrative Code.
13. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.
14. The term "PERC" shall mean the Washington State Public Employee Relations Commission.

61 Section B - Recognition and Coverage of Agreement

62  
63 The District recognizes the Association as the exclusive bargaining representative for  
64 all office/clerical employees who work for the Colville School District excluding  
65 confidential employees, supervisors, and all other employees of the District.  
66

67 Section C - Employee Classification

68  
69 1. Probationary Status: All newly hired employees except those with substitute  
70 or temporary status shall have probationary status for the first two hundred  
71 five (205) scheduled work days of employment. This period is considered a trial  
72 period. Newly hired employees may be terminated without cause subject to  
73 the evaluation criteria. Probationary status employees shall be covered by all  
74 terms and conditions of this Agreement. (2011)  
75

76 2. Regular Status: Upon successful completion of the probationary period  
77 employees will receive regular status. Regular status employees are subject to  
78 the terms and conditions of this Agreement. (2011)  
79

80 3. Substitute Status: Shall be an employee who is hired on an incidental basis,  
81 for a short period, to replace an individual's absence. Employees with  
82 substitute status shall not be covered by any terms and conditions of this  
83 Agreement.  
84

85 4. Temporary Status: Shall be those employees hired for ninety (90) or more  
86 consecutive work days/shifts. Temporary employees shall be for the following:  
87

88 a. Replace an employee on leave.  
89

90 b. Replace an employee on special assignment.  
91

92 c. To work on a District established special assignment(s).  
93

94 The District reserves the right to terminate temporary employees at the end of  
95 their assignment and any such action on the part of the District shall not be  
96 subject to the grievance procedure. Temporary employees shall be covered by  
97 all the terms of the Agreement except for seniority, layoff, and recall and will  
98 be paid at Level A, Step 1.  
99

100 5. 20/30 Rule: Substitute/Temporary status shall meet the 20/30 PERC rule.  
101 Substitutes qualifying as part of the PERC 20/30 Rule will be eligible for  
102 placement on the salary schedule but no other provisions of this agreement.  
103

104  
105 Section D - Conformity to Law  
106

107 This Agreement shall be governed and construed according to the constitution and  
108 laws of the State of Washington.  
109

110 If any provision of this Agreement or the application of such provision should be  
111 rendered or declared invalid by any court of competent jurisdiction, or by reason of  
112 any existing or subsequently enacted legislation, the remaining parts or portions of  
113 this Agreement shall remain in full force and effect.  
114

115 Section E - Distribution of Agreement  
116

117 The cost of printing of the Agreement and making sufficient copies available for all  
118 parties concerned will be borne equally by the District and the Association. The  
119 Association agrees to distribute to each employee a copy of the Agreement within  
120 thirty (30) calendar days of ratification and approval of the Agreement by the parties,  
121 whichever date is the latest. At the time of such distribution, the Association and the  
122 District shall be provided additional copies of the Agreement.  
123

124 The District shall have copies of this Agreement available for review by persons  
125 seeking employment within the bargaining unit. The Association shall provide newly  
126 hired bargaining unit employees with a copy of the Agreement.  
127

128 Section F - Status of Agreement  
129

130 This Agreement shall become effective upon ratification by the Association and the  
131 Board.  
132

133 This Agreement may be amended or modified only by the mutual consent in writing  
134 of both parties as approved by the duly authorized signatures of the parties. Where  
135 there is a conflict between this Agreement and any resolution, rules, policy, or  
136 regulation of the District, the terms of this Agreement shall prevail.



## Article II - Business

### Section A - Management Rights

Except for those rights, powers, authority, and functions specifically covered by language of this Agreement, all management rights, powers, authority, and functions, whether heretofore or hereafter exercised, shall remain vested exclusively in the District. In matters not covered specifically by language within this Agreement, the District management shall have the clear right to make decisions in such areas, and such decisions shall not be subject to the Grievance Procedure.

### Section B - Association Rights

1. Use of School Buildings: Representatives of the Association shall have access to District premises during business hours provided that no conference(s) or meeting(s) between employees and Association representatives will in any way hamper or obstruct the normal flow of work. Any previously scheduled event shall have precedence over available building space. Representatives of the Association from outside the building recognize they have an obligation to report to the principal's office when they enter the building.
2. Use of District Bulletin Boards: The District shall provide a bulletin board space, if available, at each work site for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees of the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided. The responsibility of prompt removal of notices from bulletin boards after they have served their purpose shall rest with the individual who posted such notices.
3. Use of School Equipment: With proper approval, the Association shall be allowed to use District facilities for meetings and to use District equipment when such facilities and equipment are not in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for the proper operation of all such equipment.
4. Use of District Mail System: The Association will be granted the privilege of using the employee mail boxes for distribution of official Association communications. Courtesy copies will be made available to the building principal or the Superintendent prior to distribution.

181 Section C – Dues and Deductions

182  
183 The Association, which is the recognized bargaining representative of the employees,  
184 shall have the right to have deducted from the salary of members of the Association  
185 (upon receipt of a written authorization form) an amount equal to the fees and dues  
186 required for membership in the Association.

187  
188 It is understood and agreed that this dues deduction system is for the collection of  
189 dues only. Employees who wish to revoke this Dues Deduction Authorization may  
190 do so only upon written notice to the Washington Education Association.

191  
192 The Association will indemnify, defend and hold the District harmless against any  
193 claim made and any suit instituted or judgement rendered against the District  
194 resulting from any deduction of the Association dues.

195  
196 Section D – Labor/Management Committee

197  
198 The Association and the District shall conduct regular labor/management committee  
199 meetings for the purpose of discussing issues of mutual concern and resolving  
200 problems that may arise, and to promote the general climate of labor/management  
201 relations. Meetings shall occur at least three (3) times during the school year, and  
202 more often by mutual agreement. The committee shall be comprised of up to three  
203 (3) members of the Association and up to three (3) members representing the District  
204 administration. Additional persons may be invited to participate by mutual  
205 agreement. The superintendent or designee, and the association president or  
206 designee, shall develop the agenda for these meetings. Grievances which have been  
207 formally filed shall not be brought to this committee unless by mutual agreement.  
208 Participants who attend these meetings shall not lose any pay or benefits as a result  
209 of their attendance. (2015)

## ARTICLE III - PERSONNEL

### Section A - Employee Rights

1. Non-Discrimination: The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, political affiliation, sexual orientation, veteran status, or the presence of any disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the handicapped person or others. (2011)

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine, and words denoting numbers shall include both the singular and the plural.

2. Association Membership Rights: The District agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint, coercion, or harassment by the District or any District representative against any employee because of their membership or non-membership within the Association.

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.

3. Private and Personal Lives: The private and personal life of an employee is not within the appropriate concern or attention of the District unless such employee's private and/or personal activities are detrimental to the educational atmosphere of the district.

4. Dispensing and Administering Medication and Related Duties:  
(2015)

When applicable, employees will be made aware of confidential information that is relevant to these medically related duties, such as 504 and health care plans. The following duties will be required of employees:

- Administer oral medications (pills, liquids)
- First aid
- Call parents as needed
- Arrange transportation as needed
- Accident reports
- Medical error forms

- Inhalers
- Epi-pens
- Salves and ointments
- Temperature, heart rate and blood pressure checks
- Nasal seizure medications
- Carbohydrate counting
- Nose sprays
- Eye drops
- Ear drops
- Nebulizers

The following duties shall not be performed by unit members:

- Nursing skills duties
- Oxygen management
- Blood sugar monitoring
- Catheterization
- Tube feeding
- Diapering
- Injections
- Any duty for which a state license is required

The dispensing and administration of medication shall be in accordance with state law at all times.

Unit members will be provided with adequate training, equipment and supplies for the performance of these duties. Each school shall provide those reasonably available facilities for the performance of these duties. Each building will make every reasonable attempt to provide uninterrupted time for these duties.

Should any employee, as a direct response to an order from supervisory personnel or Washington State Law, be required to dispense, administer, or monitor medication; or provide any other medical functions, the District shall hold harmless such employee from any and all liability.

5. Job Descriptions: Job descriptions for all positions subject to this Agreement shall be provided to the individual employees and/or the Association President upon hiring and/or change in job description. The major focus of the evaluation shall be the employee's job description.
6. Student Discipline: The District shall support and assist employees with respect to maintenance of control and discipline of students in the employee's assigned work area. When applicable, employees will be made aware of

confidential information that is relevant to student behavior and safety. This shall include but is not limited to behavior plans and IEP's.

Section B - Layoff/Recall, Change of Hours, Openings Within The Bargaining Unit

1. Layoff: When it is necessary by the Board and Superintendent to reduce the work force by layoff based on fiscal challenges and/or reorganization, the following procedures shall apply.
  - a. Layoff shall be by seniority.
  - b. Any employee who has established himself/herself as a permanent employee shall retain all seniority rights as long as she/he remains an employee within the bargaining unit.
2. Seniority List: In the fall of each year the District shall prepare a seniority list that shall be distributed to all members of the bargaining unit. An employee who believes an error has been made must challenge the placement on the list within ten (10) working days of receipt of such list.
3. Notification of Layoff: The Association President shall be informed in writing of an impending layoff action by the District at least ten (10) working days prior to the implementation of such layoff. In the event of layoff/reduction, employees shall be given the opportunity to volunteer for such reduction prior to determining which employees shall be adversely affected.
4. Reemployment Pool: Employees laid off shall be placed in a layoff pool by seniority for a period ending on September 1<sup>st</sup> of the third full school year following the last day of employment. An employee in the layoff pool shall receive priority, for substituting and/or serving as a temporary employee. Employees in the layoff pool shall maintain seniority within the category they currently hold for layoff and transfer purposes.

The District shall not fill any vacancies/openings which occur within the bargaining unit with non-bargaining unit personnel as long as employees in the layoff pool are qualified to fill such vacancies/openings.

Employees on layoff status shall file their addresses in writing with the District office and shall thereafter promptly, within one week, advise the District in writing of any change of address.

By May 30 of the first year of layoff, employees on layoff status will submit to the District Office a letter of intent to remain in the Reemployment Pool or reemployment rights will be forfeited.

- 342  
343 5. Recall: Recall shall be by seniority/skills and competency. The employee  
344 returning from layoff and/or authorized leave of absence shall have his/her sick  
345 leave, seniority and salary step placement restored to the same levels as that  
346 at the time of layoff.

347  
348 Increase and decrease in the hours to be worked per day and/or an increase or  
349 decrease in the days to be worked per year shall be by seniority at the work  
350 site providing the employee is qualified.

- 351  
352 6. The employee shall forfeit rights to reemployment if the employee does not file  
353 their address in writing to the District pursuant to this Agreement, or if the  
354 employee refuses the offer of re-employment within five (5) days of the offer  
355 being tendered. The employee is not bound by the scope of this specific section  
356 if the offer is substantially lower than the previously held position.

- 357  
358 7. Involuntary Decrease of Hours: In the event of an involuntary decrease of  
359 hours to four (4) within a position, any employee who is established as a  
360 permanent employee shall retain and continue to accumulate seniority within  
361 the category they currently hold. In the event the previous hours are  
362 eventually restored (or increased to more than four (4) hours) and the employee  
363 chooses not to work the restored hours, the employee would not accumulate  
364 seniority from that point on.

365  
366 Section C - Assignment and Transfer

- 367  
368 1. Definition:

369  
370 a. The term "assignment" shall mean the placement of an employee in a  
371 position within the bargaining unit.

372  
373 b. The term "position," including new positions, shall mean the specific job  
374 and its location to which the employee is assigned.

375  
376 c. The term "transfer" shall mean the assignment change from an  
377 employee's current assignment to a different assignment.

378  
379 d. The term "vacancy" shall mean any position opening within the  
380 bargaining unit including new positions.

- 381  
382 2. Notice to Continuing Employees: All employees presently employed will be  
383 given written notice of any changes in their specific assignments for the  
384 upcoming year as soon as possible.

- 386 3. Posting: All vacancies occurring during the student year shall be reported to  
387 the Association and posted in each building for a minimum of five (5) days.  
388 Employees who are interested in being considered for a posted position shall  
389 inform the District in writing of such interest during the posted period.  
390

391 All known vacancies for the following student year shall be reported to the  
392 Association and posted in each building by May 15 of the current student year.  
393 In the event that staff have to be moved after May 15<sup>th</sup>, then the  
394 Superintendent can transfer staff based on building need with consideration of  
395 staff Intent Notice/Written Request for Transfer with a reasonable attempt to  
396 notify union leadership.  
397

- 398 4. Priority: All bargaining unit employees who apply during the five-day period  
399 will be given priority as follows:  
400

- 401 a. All bargaining unit applicants will be guaranteed an interview.  
402
- 403 b. All bargaining unit applicants shall have the testing requirements and  
404 application review waived provided they have previously demonstrated  
405 that they are capable of performing the skills and competency  
406 requirements necessary for the position as posted.  
407
- 408 c. If any or all of the bargaining unit applicants are deemed capable to fill  
409 the job, i.e., possess the skill, abilities and competencies to perform the  
410 duties assigned, then the position will be assigned to the individual in  
411 the bargaining unit with the highest seniority. The District reserved  
412 the right, however, to offer the job to an applicant in the bargaining unit  
413 with less seniority, if the District believes the individual with lesser  
414 seniority had more overall experience and/or skills required for the  
415 particular job in question.  
416
- 417 d. If a decision is made that any or all of the bargaining unit applicants are  
418 not suited for the position, then a private “face to face” individual  
419 notification and written explanation for that decision will be provided.  
420
- 421 e. All internal interviews, decisions, and notifications/explanations are to  
422 be made prior to posting the original vacancy out-of-district and  
423 considering out-of-district candidates.  
424
- 425 f. If the original vacancy is filled with an in-district candidate, then the  
426 second and any subsequent vacancies resulting for the in-district hiring  
427 can be posted in-and out-of-district simultaneously. The same rules of  
428 priority (a through d above) apply to all in-district applicants for each  
429 additional vacancy. In-district applicants will be considered first.

- g. Upon hiring, the District will notify the Association President(s) within five (5) business days.

5. Involuntary Transfer

A bargaining unit member may be involuntarily transferred at the discretion of the superintendent. Involuntary transfers will be based on seniority (least senior moves). If the least senior person does not have the skills necessary for the position the least senior qualified employee will be moved. Reasons for the decision will be provided in writing to the Association upon request. The superintendent or designee will meet face to face with employee upon request. The Association shall be notified of all meetings. Unless waived, affected employees have the right to representation at any meeting involving an involuntary transfer.

6. Temporary Transfer

Temporary shall be defined for purposes of this article as to not exceed one semester. The association shall be notified of any temporary assignments along with the rationale for why there is a need for a temporary position. A transferred employee should not suffer a loss of wages or benefits. If the position is converted to a regular position, the district and the Association must meet and confer.

Section D - Seniority

1. Definition: The seniority of an employee within the bargaining unit shall begin as of the date on which the employee began continuous non-substituting daily employment (hereinafter "hire date") as an office/clerical employee within the school district unless such seniority shall be lost as hereinafter provided. For those with equal seniority, lots will be drawn to determine seniority and that position on the seniority list will remain constant, with respect to other employees involved in that drawing, as long as the employee is with the District. Employees who work less than four (4) hours per day shall accrue seniority pro-rated in proportion to their work hours as compared to full-time status. (2011)

2. New Hire: Upon successful completion of the new hire probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to hire date.

3. Loss of Seniority: Seniority rights of an employee shall be lost for the following reasons:

- a. Resignation



- 474
- 475           b.       Termination
- 476
- 477           c.       Retirement
- 478
- 479   4.       Retention of Seniority: Seniority rights shall not be lost for the following
- 480           reasons:
- 481
- 482           a.       Time lost by reason of industrial illness or jury leave.
- 483
- 484           b.       Time on leave of absence granted by the Board for voluntary service in
- 485                   the Armed Forces of the United States.
- 486
- 487           c.       Time spent in layoff status for a period ending on September 1<sup>st</sup> of the
- 488                   third full school year following the last day of employment. (2011)
- 489
- 490           d.       Time spent on authorized leaves.
- 491

492 Section E – Disciplinary Action for Just Cause

493

494 Just Cause: The District has the right to discipline, suspend, or dismiss for just cause

495 and will follow state and federal employment laws.

496

497

498

499

500 Section F – Personnel File

501

- 502   1.       Right to Review: Employees shall, upon request, have the right to review all
- 503           contents of their complete personnel file. Upon request, a copy of any
- 504           documents contained therein shall be afforded the employee. Another person
- 505           at the employee's request, may be present for the review. Upon request, the
- 506           Personnel Officer shall sign to verify the contents of the file.
- 507
- 508   2.       Placement of Materials: Derogatory materials about an employee will not be
- 509           placed in her/his personnel file without the employee's knowledge. A copy of
- 510           all such materials shall be given to the employee.
- 511
- 512   3.       Right to Attach Statements: Materials reviewed by an employee and judged
- 513           by the employee to be derogatory to the employee's conduct, service, character,
- 514           or personality may be answered and/or refuted by the employee in writing.
- 515           Such written response shall become a part of the employee's written personnel
- 516           records.
- 517

518 Section G – Evaluation

- 519
- 520 1. Procedure: An employee shall be evaluated in writing at least annually. Such
- 521 evaluation shall have as a general basis the job description and evaluation
- 522 criteria adopted for that position. A copy of the evaluation criteria shall be
- 523 found as a part of this Agreement (Appendix B). Job descriptions may be found
- 524 in the district office.
- 525
- 526 2. Evaluation Conference: The employee shall be given reasonable time – up to
- 527 three (3) work days – to request a conference with his/her superiors prior to
- 528 the time the evaluation instrument is made a part of the employee's permanent
- 529 employment record. If the employee requests such a meeting, the meeting
- 530 must be held prior to the inclusion of the evaluation in the permanent
- 531 employment record of the employee.
- 532
- 533 3. Employee Signature and Written Comments: Any evaluation form used for
- 534 members of this bargaining unit must include a statement that the employee
- 535 has seen the evaluation and that by signing it he/she does not necessarily agree
- 536 with its contents. The employee will have the right to attach any of his/her
- 537 written comments to the evaluation. Such comments shall remain attached to
- 538 the evaluation and in the permanent employee employment record as long as
- 539 the evaluation instrument remains there. The district reserves the right to
- 540 include the evaluation in the employee's permanent employment record if the
- 541 employee should refuse to sign the evaluation, as long as such refusal is noted
- 542 and witnessed on the evaluation itself.
- 543
- 544 4. Employee Probation (for employees past the initial one-year probationary
- 545 period – Article I, Section C – Employee Classification): In the event an
- 546 employee's work performance leads to a negative evaluation that may
- 547 ultimately lead to dismissal, a performance probationary period of ninety (90)
- 548 working days shall be established. At the beginning of such period the
- 549 immediate supervisor and the employee shall make every effort to jointly agree
- 550 on a Plan of Improvement. In the event a jointly developed Plan of
- 551 Improvement is not possible, the immediate supervisor shall establish in
- 552 writing such Plan of Improvement.
- 553

554 The Plan of Improvement shall include at least three (3) evaluations evenly

555 distributed during the performance probationary period and a list of District

556 resources available to the employee designed to improve identified

557 performance deficiency(ies).

558

559 At the end of the performance probationary period the employee will receive a

560 written statement of successful completion of the performance probationary

561 period or termination from employment due to performance deficiency.

Section H – Employee Workday and In-Service

1. Work Shift: Each employee shall be assigned to a definite and regular shift and workweek that shall not be changed without discussion between employee and supervisor and with superintendent approval.
2. Non-Standard Workweek: Upon joint agreement between supervisor and employee, the workweek for employees may be four (4) ten (10) hour days with an unpaid thirty (30) minute duty-free lunch period and appropriate break times, during times when schools are not in session. Such agreements are not appropriate for those periods five (5) days before and after the start or the end of school.
3. Duty Free Lunch Period: Each employee shall be assigned a minimum of a thirty (30) minute uninterrupted and unpaid lunch period and is free to leave the District premises during such time, and a fifteen (15) minute paid break period for every four hours worked.
4. Part-Time Position: In the event part time staffing is needed in a building, defined as less than 8 hours and less than 205 days, the district will notify the association before posting the position. Should an existing association member have interest in the position, they will be interviewed. If they are not selected, the district will meet with the employee and share the reasons for the decision in a face to face meeting.

Section I – Paid Days For Bargaining Unit Personnel

1. Paid Days: Except by joint agreement, the work year for job titles within the bargaining unit is as follows (2019):

Job Title	Hours Worked	Paid Holiday	Paid Vacation	Total Days Paid
Secretary	8			207
Secretary, Full-time	8			260
Secretary, Part-time	7.5 or fewer			207

Two (2) days each school year as determined by the District shall be scheduled as Training Days, and employees shall be compensated for these days at their regular rate of pay. Scheduling for upcoming medication, first aid and safe

schools Training Days will be done by April 1st, of the previous school year, and the selection of the date(s) will include input from employees. (2015)

2. Required Training: Employees attending training courses required by State regulation or District policy as a condition of employment will be paid by the District at the employee's regular rate of pay for all time in attendance, not to exceed regular workday time, plus any fee/tuition or transportation costs as per district policy.

1. Annual Safe Schools Training shall be scheduled and available to employees no later than August 1<sup>st</sup> of the upcoming school year.

2. Employees shall be provided with training regarding any changes to District Policy, as it relates to date entry or other employee job responsibilities, as soon as these changes in policy are finalized. As potential training needs become known, they will be discussed at the next Labor Management meeting.

3. Accrual: Full-time employees, those working 2080 hours (260 days annually), are entitled to an annual paid vacation benefit based on the accrual listed below:

During the	Days per year
1 <sup>st</sup> through 5 <sup>th</sup> years	10
6 <sup>th</sup> through 10 <sup>th</sup> years	15
Over 10 years	20

4. Minimum Employment Required: No employee as defined above, may take vacation leave until employed for a minimum of twelve (12) months. Vacation leave must be taken within the twelve (12) month period following the time when vacation was earned.

5. Payment of Unused Vacation Days: When full time employees, those working 2080 hours (260 days annually) separate from service by reason of resignation, layoff, dismissal, retirement or death, they are entitled to a lump sum payment of unused vacation leave.

6. Vacation Scheduling: Employees must schedule vacation with their principal or immediate supervisor at least two weeks in advance of the first day of vacation leave. Employees may elect to take vacation during breaks when schools are not in session, including summer break time, or during the student's work year if approved by her/his supervisor.

- 644 7. Inservice Training: Employees will be provided an opportunity to attend in-  
645 service training pursuant to District policy.
- 646 8. Employee Directed Professional Development: All employees shall receive one-  
647 half day of employee directed Professional Development time, at their current  
648 rate of pay, for each year of this agreement. This time shall be paid on a time  
649 sheet at any point in the employee work year.

650

651 Section J – Overtime Compensatory Time and Call Back

652

- 653 1. Fair Labor Standards Act: All work and overtime provisions including  
654 carryover of compensatory time shall be pursuant to the Fair Labor Standards  
655 Act. An employee may elect compensatory time in place of paid time for all  
656 hours of overtime worked.
- 657
- 658 2. Minimum Call Back: An employee required to return to work following the  
659 completion of her/his shift shall be guaranteed a minimum of two (2) hours pay.
- 660
- 661 3. Holiday Call Back: An employee called back to work on a holiday shall receive  
662 time and one-half (1 1/2).
- 663
- 664 4. Additional Time and One/Half Provision: Each employee working 260 days or  
665 less per year may be provided compensation at time and one-half if approved  
666 in advance by the superintendent. Payment for such overtime shall be  
667 pursuant to statutory provisions. Documentation of such time is required.
- 668

669 Section K – Holidays

670

671 Full time employees, those working 2080 hours (260 days annually), shall be  
672 compensated at their regular rate of pay for the following holidays that fall within  
673 their work year:

674

675 New Year's Day  
676 Martin Luther King, Jr.'s Day  
677 President's Day  
678 Memorial Day  
679 Independence Day  
680 Labor Day  
681 Veteran's Day  
682 Thanksgiving Day  
683 Day after Thanksgiving Day  
684 Day Before Christmas Day  
685 Day After Christmas  
686 Day Before New Year's Day  
687

688 Section L – Salaries and Employee Compensation

- 689
- 690 1. Salary: Employees shall be compensated in accordance with the provisions of
- 691 this Agreement for all hours worked. Each employee shall receive a full
- 692 accounting and itemization of authorized deductions, hours worked, and rates
- 693 of pay each paycheck.
- 694
- 695 2. Salary Schedule: Salaries for employees subject to this Agreement, during the
- 696 term of this Agreement, are contained herein as Appendix A.
- 697
- 698 3. Retroactivity: Salaries contained in Schedule A shall be for the entire term of
- 699 this Agreement, subject to terms and conditions of Article III, Section L.4.
- 700 Should the date of execution of this Agreement be subsequent to the effective
- 701 date, salaries, including overtime, shall be retroactive to the effective date.
- 702
- 703 Retroactive pay, when applicable, shall be paid on the first regular payday
- 704 following execution of this Agreement if possible, and in any case no later than
- 705 the second regular payday. In case of retroactive pay resulting from
- 706 negotiations pursuant to Appendix A, such retroactive pay shall be paid on the
- 707 first regular payday following agreement on such schedule, if possible, and in
- 708 any case, not later than the second regular payday.
- 709
- 710 4. State Funding: As a minimum, the District agrees to flow through money as
- 711 provided by the legislature and agrees to distribute such money in the amount
- 712 received for the purpose indicated on the funding formula.
- 713
- 714 5. Payment: Pay warrants shall be issued the last weekday of the month
- 715 including November and December. All compensation owed to an employee
- 716 who is retiring from the District shall, upon request, be paid within thirty (30)
- 717 days after the final day of employment. The District may take District-
- 718 approved deductions from an employee's warrant as per District policy.
- 719
- 720 6. Public Employment Retirement System: In determining whether an employee
- 721 subject to this Agreement is eligible for participation in the Washington State
- 722 Public Employee's Retirement System, the District shall report all hours
- 723 worked, whether straight time, overtime or otherwise.
- 724
- 725 7. Use of District and Personal Vehicle: Employees required to travel on District
- 726 business using their own vehicle shall be reimbursed for such travel on a per
- 727 mile basis at the state rate per mile or District approved rate, whichever is
- 728 greater.
- 729

730  
731 Section M – SEBB: School Employee Insurance  
732

733 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide  
734 the insurance plans, follow employee eligibility rules, and provide funding for all  
735 bargaining unit members and their dependents as required by State Law, the State  
736 Operating Budget, and the School Employee's Benefits Board (SEBB). Inclusive of  
737 employer funding will be payment of the retiree carve-out for all eligible employees.  
738

739 The employer agrees to provide timely information about SEBB insurance plans to  
740 eligible employees during the school year (as required or recommended by SEBB) and  
741 at each open enrollment period.  
742

743 The employer agrees to follow SEBB eligibility rules for employees who are  
744 anticipated to work 630 hours or more per school year. Paid leave hours shall count  
745 towards the 630 hours used to determine eligibility for benefits. For purposes of  
746 benefits provided under the SEBB, a school year shall mean September through  
747 August. The effective date of coverage is the first day of the month following the day  
748 they begin work, unless other circumstances apply per SEBB rules.  
749

750 Basic benefits include medical, dental, vision, long-term disability and group life  
751 insurance. Employees may select optional benefits at their own expense. Employees  
752 shall be able to participate in the SEBB offered Medical Flexible Spending  
753 Arrangement (FSA) and the Dependent Care Assistance Program (DCAP).  
754

755 Benefit Termination: Any employee terminating employment shall be entitled to  
756 receive the District insurance contribution for the remainder of the calendar month  
757 in which the contribution is effective. In cases where separation occurs after  
758 completion of the employee's full contract obligation (i.e. the end of the school/work  
759 year), benefit coverage will continue through August of that year.  
760

761 In the event that any unforeseen changes, that are subject to bargaining, regarding  
762 SEBB occur during the duration of this agreement, the parties agree to bargain the  
763 impact.  
764

765 Should any contract language be found not to be allowed under State law and/or  
766 SEBB rules, State law and SEBB rules shall govern.  
767

768 Section N: Substitute  
769

770 The District shall maintain a pool of substitute secretaries who are on call when an  
771 employee is absent for illness, personal leave, emergency leave or any other  
772 approved absence. The District shall establish an hourly rate for substitute  
773 secretaries. When a regular part-time or full-time District employee fills in as a

774 substitute secretary, the employee shall be compensated at the established  
775 substitute rate or their normal rate of pay, whichever is greater. (2019)



## ARTICLE IV - LEAVES

### Section A - Sick Leave

1. Accumulation: The District will allow paid sick leave according to the following policy: Twelve (12) days annual sick leave, prorated for employees working less than 260 days per year. At the discretion of the Superintendent, employees will be able to borrow five (5) days sick leave from their next year should it be needed. Should the employee leave District employment prior to the beginning of the next school year, a salary deduction from the final paycheck shall be taken for the extra days received.
2. Usage: Sick leave will be granted for the following purposes:
  - a. Doctor and dental appointments: Actual time for the appointment and reasonable time to and from the appointment.
  - b. Personal illness or injury.
  - c. Illness in the immediate family (immediate family as defined in Section D. Bereavement Leave).
  - d. Other reasons as authorized in advance by the Superintendent. Possible examples:
    - 1) Emergency
    - 2) Maternity/paternity. To be entitled to maternity leave an employee shall inform the District at least one month in advance of her intention to take leave. Maternity leave shall be limited to the period of disability. The exact beginning and ending dates of sick leave will be determined by the employee's physician.
    - 3) Additional bereavement for a person of close personal ties
3. Doctor's Verification: Illness and injuries requiring time off for five (5) or more consecutive days may be subject to a health care provider's verification in writing at the discretion of the Superintendent. (2011)
4. Reporting: Notice of illness and injury requiring time off the job shall be reported to the principal or his/her designee.

5. Accounting: Upon request and within a reasonable amount of time, the District will provide each employee with an accounting of his/her accumulated sick leave and all transactions concerning his/her sick leave days within that time period to the nearest one-half (1/2) day.
6. Sick Leave Exhaustion: At the exhaustion of an employee's sick leave, an employee who is unable to continue to perform his/her duties because of illness, maternity, or injury as verified by a written statement from a licensed physician so stating shall be granted extended leave without pay for a period no longer than the current work year. While on such leave, the employee's position shall be filled by a temporary employee. Additional leave, if needed, shall be pursuant to the Family Leave Act.
7. On-The-Job Injuries: On-the-job injuries requiring time off the job pursuant to a doctor's order, are covered by Washington State Industrial Insurance, and shall be subject to the rules governing Worker's Compensation.
8. Sick Leave Sharing: The District will establish and administer a leave sharing plan in which eligible employees may donate excess sick leave for use by a staff member who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition only after all other leave is exhausted. Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive, or foster child. The value of leave transferred is based upon the current salary rate of the person receiving the leave. The value of any leave transferred under this policy which remains unused shall be returned at its original value to the staff member who donated the leave.
- Parental Leave means to bond and care for a newborn child after birth or to bond and care for a child after adoption or foster care, for the maximum number of weeks allowed under the law, after the birth or placement and within the first 12-months after birth or placement. (2019)
9. Annual Sick Leave Cashout Program: Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave days in January of the school year following any year in which minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation to the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. Such payment shall occur with the February payroll.

10. Death or Retirement Sick Leave Buy-Back Option: 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 of the employee for each four (4) full days accrued sick leave.

#### Section B - Jury Duty/Subpoena Leave

1. Jury Duty: A leave of absence with pay shall be authorized by the Superintendent for jury duty. There will be no deduction in pay for jury duty absence.

When the employee is released from jury duty, the employee shall be required to promptly report to his/her assigned duty station.

2. Subpoena: A leave of absence for subpoena purposes shall be with pay.

#### Section D - Bereavement Leave

Up to five (5) days bereavement leave with pay shall be granted for each occurrence of death in the immediate family. Immediate family shall be defined as parents, parents-in-law, spouse, children, siblings, brothers-in-law, sisters-in-law, grandparents, grandchildren, or such person with whom an equivalent relationship exists. Such leave shall not be deducted from sick leave. Additional time may be granted at the discretion of the Superintendent and may be charged against other paid leaves.

#### Section E - Military Leave

Employees shall be granted military leave of absence for involuntary active duty training when required by law. Voluntary military leave shall be without pay.

#### Section F - Personal Leave

Each employee shall have three (3) personal leave days per year. The employee is not required to state his/her reason(s) for the request to take such leave days. Prior notice will be given to the building administrator if at all possible.

Three (3) personal days are loaded at the September start of each school year. Employees will be allowed to carry a maximum of five (5) personal days at any time. During the end of year checkout day, the employee shall notify the building principal of his/her decision to either save any remaining unused personal days or cash out at his/her per diem rate of pay.

A request for five (5) consecutive days must be made at least ten (10) days in advance of said leave.

#### Section G - Association Leave

Leave for Association business may be granted to officers/designees of the Association. The Association will pay for the cost of a substitute. There will be no pay loss to the employee. Maximum number of days per year is five (5) per Association.

#### Section H - Personal/Pay Loss Leave

Up to a limit of two (2) days may be granted to employees with a five (5) day prior notification to the immediate administrator. Granting such leave will be subject to acceptable substitute availability; can be preempted by other emergent priorities of substitutes; i.e., injury, illness, bereavement of other employees.

#### Section I - Child Rearing Leave

Child rearing leave shall follow the guidelines of the Family Medical Leave Act. The employee upon returning from such leave, shall be returned to the same or comparable position that was held at the time the leave was granted if the position continues to exist.

An employee may request a leave of absence, without pay, for up to one (1) year by written request to the Superintendent. Upon return from leave the employee shall be placed in an open position for which the person is qualified to fill. Should a position for which the employee is qualified is not available, the employee shall be placed on layoff status.

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

#### Section J - Family Illness Leave

The District shall provide unpaid Family Illness Leave for the employee, spouse and dependents pursuant to Federal Law (Family and Medical Leave Act of 1993).

FMLA benefits will run consecutive to sick leave, at the employee's election. Non-work weeks will not be counted against the 12-week leave entitlement (e.g. Winter Break, Spring Break, Thanksgiving, etc

950  
951 Section K - Emergency Leave  
952

953 Reasonable emergency leave, up to a limit of two (2) days, with prior notification to  
954 the Superintendent, may be granted to employees. Such leave will be charged to  
955 allowed sick leave days.

956  
957 An emergency is defined as a situation not covered by any other leave provision, and  
958 is one over which the employee has no control, and is one which compels the  
959 employee's absence during the workday and presents damaging effects to one's self,  
960 family, finances, or possessions.

961  
962 Section L – Washington State Paid Family and Medical Leave (PFML)  
963

964 Commencing January 1, 2020, employees shall be eligible to receive Paid Family  
965 and Medical Leave (PFML) under the Washington State Family and Medical Leave  
966 and Insurance Act. To be eligible for this leave, employees must have worked a  
967 minimum of 820 hours within the past calendar year. Paid Family and Medical  
968 Leave may be utilized in conjunction with other State and Federal leaves per State  
969 and Federal law. The District shall use the state insurance as the carrier for PFML  
970 to ensure ongoing compliance with the law. When such leave is used for  
971 pregnancy/maternity disability, the District shall maintain health insurance  
972 benefits during periods of approved PFML leave. As allowed by State Law and  
973 Employment Security Department, employees may have the option of using PFML  
974 prior to utilizing sick leave; an employee cannot be compelled to exhaust or use sick  
975 leave prior to accessing PFML.

## ARTICLE V - GRIEVANCE PROCEDURE

### Section A - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions regarding problems arising over the meaning and interpretation of this Agreement. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.

### Section B - Definitions

1. Grievant: Shall mean one or more employees who singularly or jointly alleges a violation of this Agreement as it concerns their individual or collective interests. The Association shall be the grievant where class grievances are involved.
2. Class Grievances: Shall mean grievances involving more than one supervisor. Grievances involving the administrator above the building level may be filed by the Association on behalf of the grievant(s) at Step 2.
3. Grievance: A claim by an employee, group of employees, the Association, or the School District that there has been a violation or unjust application of the terms and conditions of this Agreement.
1. Days: Shall mean employee workdays, except during the summer vacation when calendar days shall be used. When the time period for taking any action under this Article ends on a weekend or legal holiday, the deadline for taking such action shall be extended to the next regular business day following the weekend or holiday. (2011)

### Section C - Time Limits

Grievances shall be filed within a reasonable period of time. The Association agrees that filing recovery of a grievance shall be bound by a one-year recovery period from when discovery of the violation of the contract took place. The District agrees that it may only seek reimbursement for any overpayment for one year from the date of discovery of the overpayment.

Failure of the grievant to comply with the time limits set forth herein shall mean default by failing to conform and no further action shall be taken. Failure of the District to comply with the time limits set forth herein shall mean automatic movement to the next step.

1020  
1021 Section D - Contents of Grievance Filing  
1022

1023 During each step where a grievance is reduced to writing, the written statement shall  
1024 clearly specify:

- 1025
- 1026 1. The specific section(s) and/or paragraph(s) of the Agreement allegedly violated.
  - 1027
  - 1028 2. How and when the alleged violation occurred.
  - 1029
  - 1030 3. The name of the grievant(s) and the proposed remedy being sought for the
  - 1031 resolution of the grievance.
  - 1032
  - 1033 4. The results of the previous step(s), if appropriate, and why the results were
  - 1034 unsatisfactory.
  - 1035

1036 Section E - Grievance Process  
1037

1038 Grievances shall be processed in the following manner:  
1039

1040 STEP ONE: Informal: Grievant(s) shall discuss the grievance first with the  
1041 principal/supervisor. Every effort shall be made to resolve the grievance at  
1042 this level in an informal non-adversarial manner.  
1043

1044 STEP TWO: Principal/Supervisor: In the event the grievant(s) is not satisfied  
1045 with the disposition, it shall be reduced to writing and within twenty (20) days  
1046 presented to the principal/supervisor who in turn, within five (5) days, shall  
1047 provide the grievant(s) with a written disposition of the grievance. When  
1048 reducing the grievance to writing, the grievant shall name the specific article  
1049 and section of the Agreement that has allegedly been violated and a suggested  
1050 remedy.  
1051

1052 STEP THREE: Superintendent: In the event that the grievant(s) is not  
1053 satisfied with the disposition of his/her grievance at Step 2, she/he will within  
1054 five (5) days refer the matter to the Superintendent, who shall be provided by  
1055 the grievant(s) with a copy of a written statement of the grievance and the  
1056 written disposition of the grievance which occurred at Step 2. The  
1057 Superintendent shall within five (5) days of the request meet with the  
1058 individual in an effort to arrive at an equitable solution. If the grievance is not  
1059 resolved at this Step, the Superintendent shall provide the grievant(s) with a  
1060 written disposition of the grievance within five (5) days after this meeting.  
1061

STEP FOUR - Binding Arbitration:

1. If the grievant(s) is not satisfied with the disposition of his/her grievance at Step 3, or if no decision has been rendered within ten (10) days after he/she has first met with the Superintendent, he/she may within five (5) days after a decision by the Superintendent, or fifteen (15) days after he/she has first met with the Superintendent, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may by written notice to the Superintendent within fifteen (15) days after receipt of the request, Superintendent's decision, or meeting in which no ruling was forthcoming, submit the grievance to binding arbitration. If any question(s) arises as to arbitrability, such issue(s) shall be heard, along with the substantive issues and the arbitrator's ruling shall resolve all arbitrability and the substantive issues raised.
2. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment from such arbitrator to serve within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association (AAA) by either party. The parties will be bound by the expedited rules and procedures of the American Arbitration Association, except as modified by this Agreement.
3. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of the Step 3 proceedings. Should new information become available to either party between Grievance Step 3 and the arbitration, the arbiter will rule if the information can be used in the proceedings.
4. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasonings and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision



which requires the commission of an act prohibited by law or which is violative or in any way changes the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

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

#### Section F - Individual Rights

Nothing herein contained shall be construed as limiting the right of any employee having a complaint to discuss the matter by way of administrative channels.

No reprisals of any kind will be taken by the District or the Association against any grievant for exercising rights that are specifically reserved herein for the grievant's benefit.

A grievant may be accompanied at all stages of the Grievance Procedure by a representative of his/her own choosing. If the representative is not an Association representative, the Association may have a representative in attendance and make its views known.

#### Section G - Management Grievances

Management grievances, should they occur, will be presented directly by the Superintendent to the President of the Association within ten (10) days of the occurrence prompting the grievance, or within ten (10) days of the date upon which the Superintendent became aware of the situation causing the grievance. The President of the Association shall provide a written answer within five (5) days.

#### Section H - Release Time

Should official hearings of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits providing there is work site coverage.

#### Section I - Grievance Form

An appropriate grievance form for initiating and processing a grievance shall be added to this Agreement as Appendix C. The District shall provide these forms at no cost to the employees.

1150 ARTICLE VI - DURATION AND SUCCESSOR AGREEMENT

1151  
1152  
1153 The term of this Agreement shall be from September 1, 2019 through August 31,  
1154 2022.

1155  
1156  
1157  
1158 For The Association

For The District

1159  
1160 \_\_\_\_\_

\_\_\_\_\_

1161  
1162 \_\_\_\_\_

\_\_\_\_\_

1163  
1164 \_\_\_\_\_

\_\_\_\_\_

1165  
1166 Date\_\_\_\_\_

Date\_\_\_\_\_

## APPENDIX A – SALARY SCHEDULE

Effective September 1, 2019 – August 31, 2022

Step	1	2	3	4	5	6
Begins at	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
2019-20	\$18.88	\$19.79	\$20.58	\$21.46	\$22.82	\$24.01
2020-21	\$19.35	\$20.29	\$21.10	\$22.00	\$23.39	\$24.61
2021-22	\$19.84	\$20.79	\$21.62	\$22.55	\$23.97	\$25.22

Step	7	8	9	10
Begins at	Year 10	Year 15	Year 20	Year 25
2019-20	\$24.52	\$25.03	\$25.54	\$26.06
2020-21	\$25.13	\$25.66	\$26.18	\$26.71
2021-22	\$25.76	\$26.30	\$26.84	\$27.37

When calculating years of service, staff hired before February 1 and in continuous service with the District will be granted one year of service for that partial year for salary credit calculations.

The Superintendent is authorized to evaluate new employees' past employment service/experience/education related to the position, and, if applicable, credit past service/experience/education for placement on the wage schedule. For this reason, an employee's step placement may not necessarily correlate to their seniority date.

## APPENDIX B – PERFORMANCE EVALUATION

### Performance Evaluation

#### Secretarial/Clerical Employees

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Location: \_\_\_\_\_

	Evaluation Rating
NA	Evaluation criteria does not apply
1	Significantly below requirements
2	Below requirements
3	Meets requirements
4	Exceeds requirements

Evaluation is to be based on the following criteria as related to the responsibilities and qualifications described in the job description for the specific position being evaluated.

#### RATING

Criterion 1: PERFORMANCE: Knowledge of Job Requirements – Demonstrates knowledge of procedures, job scope, and responsibilities necessary for effective performance.

\_\_\_\_\_ Comments:

Criterion 2: Responsibility – Demonstrates ability to fulfill requirements of position and understands established priorities.

\_\_\_\_\_ Comments:

Criterion 3: Quality of Work – Produces assigned work in an accurate, neat, and thorough manner.

\_\_\_\_\_ Comments:

Criterion 4: Quantity of Work – Produces assigned volume of work in a timely manner.

\_\_\_\_\_ Comments:

Criterion 5: Development of Skills – has acquired competencies as position requires in computer, word processing, and other office equipment.

\_\_\_\_\_ Comments:

Criterion 6: Organization – Demonstrates ability to organize and prioritize workloads; uses discretionary time effectively.

\_\_\_\_\_ Comments:

Criterion 7: Communication – Expresses and understands instructions and other work-related information both written and oral: evidences acceptable grammar, punctuation, and spelling.

\_\_\_\_\_ Comments:

Criterion 8: Self-Improvement – Participates in professional growth activities; demonstrates desire to refine skills.

\_\_\_\_\_ Comments:

Criterion 9: Interpersonal Relations – Deals effectively with others in the work site; is flexible; demonstrates teamwork.

\_\_\_\_\_ Comments:

Criterion 10: Confidentiality – Deals with confidential information and communications in an ethical manner.

\_\_\_\_\_ Comments:

Criterion 11: Initiative - Takes independent action as situation warrants; identifies potential problems; determines course of action within parameters of assignment.

\_\_\_\_\_ Comments:

Criterion 12: Attitude - Demonstrates cooperativeness with staff, students, and community; approaches work in a positive manner, is sensitive to needs of others.

\_\_\_\_\_ Comments:

Criterion 13: Leadership - Exhibits ability to lead, develops confidence of others and delegates as appropriate; participates in work-related activities in a leadership capacity; is role model for others.

\_\_\_\_\_ Comments:

Criterion 14: Dependability - Shows resourcefulness and completes required work on schedule with little supervision.

\_\_\_\_\_ Comments:

Criterion 15: Attendance - Comment on employee's attendance and punctuality (breaks, arrival, and departure).

\_\_\_\_\_ Comments:

Summary comments or suggestions for improving present performance:

Evaluator:

\_\_\_\_\_ Date: \_\_\_\_\_

Department Supervisor:

\_\_\_\_\_

The signature below does not necessarily imply that the employee agrees with this evaluation, but only that he/she has seen and discussed it with the evaluator and/or supervisor.

Employee Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

# APPENDIX C - GRIEVANCE FORM

COLVILLE Association of Educational Office Professionals/WEA

## Grievance Form

Step of the Grievance Procedure: One, Two, Three, and Four

Name of Grievant:

\_\_\_\_\_

Job Title: \_\_\_\_\_ Supervisor:

\_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ -

\_\_\_\_\_

Briefly state the specific section(s) and/or paragraph(s) of the Agreement allegedly violated, how and when the grievance occurred, the results of the previous step(s) if appropriate and why the results were unsatisfactory.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What remedy(ies) are you seeking?

\_\_\_\_\_

\_\_\_\_\_

Date of Step One Meeting \_\_\_\_\_

Date of Step Two Meeting \_\_\_\_\_

Date of Step Three Meeting \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date \_\_\_\_\_

Send the original signed grievance to the person with whom the grievance is filed.

Send one copy each to the Superintendent and Association President.

Keep one copy.

# MEMORANDUM OF UNDERSTANDING

## MEMORANDUM OF UNDERSTANDING Between COLVILLE SCHOOL DISTRICT AND CAEOP

The District and Association recognize that a new State mandated insurance program will become effective on January 1, 2020 and desire to adopt the following language to serve the parties between the signature date and December 31, 2019:

### Section M – Insurance Benefits

1. Payment: The District shall provide payments towards premiums of group insurance programs on a pooled basis and in accordance with applicable Washington State Law.
2. Eligibility: An employee shall work a minimum of four (4) hours per day on a regular schedule to be eligible to enroll in the insurance programs.
3. District Contributions:  
The district shall provide all insurance benefits as allocated and funded by the state and legislature for all employees, per month, per FTE, for Health and Medical, and Dental insurance programs. Insurance funds will be pooled according to state law. The District shall not use any portion of the insurance pool for payment of the monthly Health Care Authority (HCA) subsidy required by the State or any other cost. The District shall pay up to \$75.00 of the cost of HCA monthly amount for the employees. (2015)
4. Basic Benefits (2015)
  - a. Dental Insurance for employee, spouse, and dependents
  - b. Vision Insurance for employee, spouse, and dependents
  - c. Family medical for employee, spouse, and dependents
  - d. Life Insurance
  - e. Disability insurance
5. Salary Insurance: Employees may voluntarily enroll in the District approved salary insurance program. Premium for such coverage shall be by payroll deduction.
6. Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA): Employees leaving active District employment may continue employee, spouse and dependent health coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

All remaining terms and conditions of the CBA remain the same and this benefits section language shall expire on January 1, 2020.

  
Sue Bray, CAEOP President

7/30/19  
Date

  
Pete Lewis, Superintendent

7/30/19  
Date



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