

September 1, 2009 to August 31, 2012

# Collective Bargaining AGREEMENT

*between*

Spokane School District No. 81  
Board of Directors  
And the  
Spokane Education  
Association

*representing*



Spokane Public Schools  
*excellence for everyone*

## Secretarial/Clerical



*Partners in Building Spokane's Future*

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## PREAMBLE

This Agreement is made and entered into between Spokane School District No. 81, hereinafter referred to as the "District," and the Spokane Education Association, hereinafter referred to as the "Association," on behalf of the Secretarial/Clerical employees of the District.

The parties agree it is paramount that the District and the Association work collaboratively to address the challenge of improving the quality of public education. We have the best chance of meeting this challenge if we continue to work together. Focused and intentional work, guided by our mutual interests, will ensure that our students are prepared to lead productive lives in a democratic society.

The District and the Association are committed to the development of a trusting, respectful environment where the participation of all school employees in the work of improving student learning is encouraged and expected. Our joint efforts to develop trust and respect in the organization will focus on a strong commitment to:

- engage in open, honest, and appropriate communication
- share information, knowledge, and experience
- address concerns through collaborative problem solving
- refrain from making judgments until we have a clear understanding of the issues involved
- provide individuals with the opportunity to be involved in those decisions that directly affect their work situation
- value each individual in the organization and respect individual differences
- encourage innovation and risk-taking with a focus on the improvement of student learning

The Association and District believe in the value of identifying our mutual interests and working together to address those interests. A shared understanding of our common interests will allow us to maximize the personal, creative, and academic potential of each student and staff member in the school system.

We are committed to continued work on the following mutual interests:

- **Improved Student Learning** – The Association and the District participate as equal partners in the responsibility to improve instruction and raise levels of academic achievement. We believe that educators, students, and parents share accountability for student performance. We understand that significant improvement in student learning will require changes in the traditional educational system.

In our commitment to improve student learning, we will continue to focus our collective efforts on building instructional capacity of all staff for the purpose of enhancing effective classroom instruction. All strategies used to improve student learning will align with this joint agreement between the Spokane Education Association and Spokane Public Schools.

- **Site-Based Governance** – The Association and the District support efforts to decentralize the decision-making structure so that decisions are made by individuals most impacted by them. We believe that site-based decision-making is a democratic approach to problem solving and planning which values consensus among teachers, educational support personnel, parents, administrators, and students. The focus of site-based decision-making is on the fundamental issues of school improvement.

- **Parent and Community Engagement** – The Association and the District agree on the importance of engaging parents and community members in our schools in ways that connect them to student learning. We believe that parent and community support is key to maintaining an effective public education system in a democratic society. We will continue to look for ways to bring parents and community into our schools so that they develop a clearer understanding of educational issues. We value the contributions that parents and community members make to the educational process.

Our mutual commitment to work collaboratively does not change the fundamental roles and responsibilities assumed by both the District and the Association. The District understands that it is the responsibility of the Union to advocate for its members and to ensure that the rights of individual members are protected for the benefit of all members. The Association understands that it is the District's responsibility to address the issues of the larger community of educators, students, and parents and to ensure that the work of the District is driven by the mission, philosophy, and goals established by the Board of Directors in accordance with State rules and regulations.

## ARTICLE I - ADMINISTRATION

### Section 1 - Recognition

The District recognizes the Association as the exclusive bargaining representative for all secretarial/ clerical employees employed by the district excluding exempt and substitute employees. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association.

### Section 2 - Definitions

A. The District and the Association identify six categories of employment status.

1. New hire probationary status: All employees except those with substitute status have probationary status for the first sixty (60) working days of employment. This period is considered a trial period. Probationary employees may be discharged at the discretion of the District during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination. Probationary status employees shall be covered by all terms and conditions of this Agreement except layoff/recall, progressive discipline, and grievance process.

Probationary employees shall accrue no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

2. Regular status: Upon successful completion of the probationary period, employees achieve regular status. Regular status employees working more than two (2) hours per day are subject to all terms and conditions of this Agreement. Regular status employees working two (2) or fewer hours per day do not have seniority.
3. Cross-training status: Shall refer to an employee who because of an opportunity for a higher rate of pay or the chance to learn new areas of expertise volunteers to cross-train in a different position. Cross-training positions will be posted as each position becomes available. Such cross-training shall be limited to a one-year period of time. At completion, the employee shall be returned to his/her former position. Employees in cross-training positions shall not have transfer rights in that classification. Cross-training positions shall be for three (3) months to one (1) year in duration and may be limited to not more than two (2) per year. Employees filling cross-training positions shall be allowed to return to their former position at the end of the cross-training period.
4. Out-of-class status: Shall refer to a bargaining unit employee working temporarily in a classification other than his/her regular job classification.
5. Substitute status: Shall refer to an employee who is hired on an incidental basis for a short duration, usually to replace an individual absence for a brief period; or for longer duration when an employee is out on extended leave and no current employee seeks to cross-train in the position. These employees, upon serving the minimum number of days required by law for representation, are covered by the following sections: work hours, lunch and rest periods, and identification cards. Employees with substitute status shall receive the hourly rate specified in this Agreement.

6. Temporary status: Shall refer to those employees hired for a specific period of time, not to exceed one year, or to those employees hired to replace a regular status employee on leave of absence. A temporary status position must be so designated at the time of posting. Temporary status employees shall be covered by all terms of this agreement except Article III, Section 12 Layoff and Recall and Section 10 Assignment and Transfer. Employees who fill these positions are not considered as internal candidates for transferring to other continuing positions. However, they would have the opportunity to apply for positions as they become open with all other out of district candidates.
7. Group status: For the purposes of definition, a group will be as follows: 1) Secretarial/Clerical Group, and 2) Library Clerk Group. Each group contains its own seniority dates. If transfers occur between groups, they lose seniority in that group, and start new seniority in the new group. If they transfer back to their former group, their seniority is reinstated, minus the time they were absent from the former group.
8. Classification: Job Title (See Addendum F).
9. Level: Salary Level (See Addendums A and F).

### **Section 3 - Conformity to Law**

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 shall be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and the Public Employment Relations Commission (PERC) shall be considered tribunals of competent jurisdiction in such matters. Should a federal or state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law or ordinance, the parties agree that either side has a right to seek legal determination of such opinion and if declared invalid, the invalid portion will be stricken from the Agreement upon receipt of such decision.

### **Section 4 - Distribution of the Agreement**

- A. Following the completion of writing contract language, the District shall print a mutually determined number of copies of this Agreement. The Association will accept the Agreement on behalf of the employees and will be responsible for distribution of the copies. Additional copies shall be provided to the Association.
- B. The cost of printing the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.
- C. In order to insure that all employees obtain a copy of this Agreement, the Human Resources Department shall provide the Association with a monthly updated list of new employees and their assignments.

### **Section 5 - Nondiscrimination**

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, political affiliation, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a

disability, sexual orientation including gender expression or gender identity, honorably discharged veteran or military status. The private and personal life of any employee is not within the appropriate concern or attention of the District unless it adversely affects the employee's work or working relations with others, or has a negative impact on the educational atmosphere of the individual building or District. Both the District and the Association shall bear the responsibility for complying with this provision of the Agreement. The parties agree to not use this clause to file frivolous grievances.

### **Section 6 - Labor/Management Meetings**

The District and the Association shall conduct regular labor/management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement. The superintendent and/or designee and the Association president and/or designee shall be in attendance at these meetings. Additional representatives of either party may be in attendance if the other party is in agreement. Additional meetings may be scheduled upon the request of either party.

### **Section 7 - Charter Agreement for Variances**

Any site wishing to apply for a site variance from the negotiated agreement, District policy and/or state law, must have a minimum of a ninety percent (90%) favorable vote of the SEA members who work at the site before the variance request can be considered. The variance must align with the School Improvement Plan (SIP) and utilize an agreed upon decision-making process.

## **ARTICLE II - BUSINESS**

### **Section 1 - Dues Deduction**

- A. All members of this bargaining unit shall, as a condition of employment, be a member of the Association or pay a representation fee (agency fee) equal to the dues of the Association. The District agrees to deduct Association membership dues monthly from the pay of those employees who individually authorize in writing that such deductions be made or from those employees affected under "B" below. A percentage of the hourly wage plus a fixed dollar amount shall be deducted from the wages of represented employees. The amount to be deducted shall be certified to the District by the secretary/treasurer or designee of the Association. The aggregate deductions of all members shall be remitted together with an itemized statement to the treasurer of the Association after such deductions have been made. Such deductions shall be remitted to the Association within ten (10) working days of the normal payroll issue date. In the event of a change in the amount to be deducted, and in accordance with the above provisions, the Association shall notify the District of such change by the tenth day of the month prior to the payroll period during which the change would take place. Thirty (30) days' prior notice will be required when there are extensive changes.
- B. As of the date of final ratification of this Agreement, all members of the bargaining unit who currently are members of the Association or who are currently paying a representation fee, as well as any employees hired on or after this date shall, as a condition of employment, be a member of the Association or pay an amount equal to the dues of the Association. The District shall enforce this provision by deducting from the employee's salary, each pay period, the dues required of membership, or for non-members thereof, a fee equivalent to such dues. This provision safeguards the right of non-association of employees based on bona fide religious objection. Upon annual request, such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the public employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot reach agreement on such matter, PERC shall designate the charitable organization.
- C. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

### **Section 2 - Management Rights**

The District retains the right, unless modified by specific provisions within this Agreement, to direct all employees; hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them for sufficient cause; relieve employees from duties because of lack of work or other legitimate reasons; determine the method, number, and kinds of personnel required. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.

### **Section 3 - Association Rights**

- A. The Association has the right and responsibility to represent the interests of employees in the unit, to present its views to the District on matters of concern, and to enter into collective negotiations with the object of reaching agreement applicable to all employees within the bargaining unit.

- B. Representatives of the Association shall have access to District premises during business hours; provided that no conference or meeting between employees and the Association representatives will in any way hamper or obstruct the normal flow of work. Association representatives will follow District policies and procedures and state regulations when visiting schools.
- C. The District will provide the Association with the use of the District interschool mail facilities for distribution of official Association communications so long as such communications are clearly labeled as Association materials and provided further that such communications are not in violation of RCW 42.17.130. Courtesy copies will be made available to the building principal at the time of distribution. The Association will provide to the District thirty copies of Association communications for distribution at the discretion of the District.
- D. The District will provide bulletin boards at locations mutually agreed upon for use by the Association. All materials posted shall be clearly labeled as official Association materials. Such bulletin boards shall only be used for the following notices:
  - 1. Association meetings and announcements;
  - 2. Official policy statements of the Association;
  - 3. Reports of Association committees;
  - 4. Association election notices; no electioneering of political offices outside of internal Association positions;
  - 5. Recreational and social affairs of the Association; and
  - 6. Other official Association notices.

Notices or announcements should not contain anything reflecting unfavorably upon the District, its management, or any of its employees. Association officers and members shall not use expendable school district materials in the transaction of Association business without reimbursement to the District.

- E. Upon request, the president of the Association will be granted a leave of absence for the school year in which he/she is president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the president during the school year and present it annually to the School District. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the position previously assigned, provided that the position has not been changed or eliminated. In the event the position has been changed or eliminated a mutually agreed-upon position will be provided.
- F. The District shall provide to the Association an aggregate of two hundred fifty (250) total days for all bargaining units represented by the Association each school year for the purpose of Association leave. Use of such leave shall be approved by the president of the Association. The Association shall provide the full salary costs for the employee's absence when substitutes are required. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total. The District will provide substitute time for all joint committee meetings as needed that meet during the workday. Substitute time for joint committees will not be counted against Association leave days. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

- G. Employees who hold a position within the Association that necessitates attending meetings shall have the right to adjust their workday to guarantee the ability to attend the meeting while still maintaining their normal number of work hours. This would be limited to five (5) individuals at any one time.
- H. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.
- I. The Association's Representative Council can approve mid year contract changes after open meetings of bargaining unit involved.

**Section 4 - No Strike - No Lockout**

- A. The Association agrees that during the life of the Agreement it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of Employees covered by this Agreement.
- B. The District agrees that during the life of this Agreement there shall be no lockout of employees covered by this Agreement.
- C. This section is inoperative during periods in which the Agreement is reopened.

## **ARTICLE III - PERSONNEL**

### **Section 1 - Job Descriptions**

- A. Job descriptions for all positions subject to this Agreement will be developed by the District and made available for each employee. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit. Any represented employee may submit written recommendations regarding job descriptions to his/her supervisor. No changes in job descriptions shall be made without good faith consultation with the Association addressing the District's perceived need for the change and suggested alternatives. Any changes in qualifications required in job descriptions shall apply to only employees not currently in those positions.
- B. It is not the responsibility of secretarial/clerical staff to discipline students.
- C. Employees do not have to diaper or change soiled undergarments of students.
- D. When an employee feels that he/she is being asked to perform inappropriate job duties, the employee has the right to discuss the concern with his/her supervisor and/or program director without being reprimanded. Employees shall have the right to representation by the Association in any meetings with the supervisor concerning requests to perform inappropriate job duties.
- E. In the event a new classification is established, the applicable wage rate shall be fixed by the negotiation process. Once the rate is established it shall become a part of the salary schedule and be paid retroactively to the employee dating back to the date when the employee started work in the new classification.
- F. For pay reclassifications based on job responsibilities, a process has been established to review and make recommendations on requests for pay reclassifications. The process includes representatives from the bargaining unit and clear timelines, so employees are ensured of quick action.

### **Section 2 - Seniority**

- A. Group seniority is defined as the length of time the employee has had uninterrupted service, including any paid leave, in a position represented in the bargaining unit (excluding summer and school year breaks). Substitute experience and service of two (2) hours or fewer daily will be excluded when computing seniority. Former Library Media Assistants who were hired into a Library Clerk position of more than ten (10) hours per week will maintain their original seniority date within their Library Clerk group.
- B. Accumulation of group seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that two or more employees have the same seniority date of work, the tie shall be broken as determined by a toss of a coin. The winner being the most senior.
- C. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- D. The District will make a seniority list available to employees annually. The list will not include employee social security numbers.

### **Section 3 - Length of Workday**

- A. The workday shall be in accordance with the hours defined by the position description terms of employment.
- B. Additional hours worked beyond the regular shift shall be paid at the employee's regular hourly rate of pay. Any time worked in excess of eight (8) hours per day during the regular work week shall be at the rate of time and one-half (1 ½) times the employee's regular hourly rate of pay. All hours worked beyond forty (40) hours per week including paid leave and paid holidays shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. Approval for additional time or overtime must be obtained in advance from the building principal or program manager.
- C. Compensatory time may be granted by mutual agreement of the employee and the building principal or program manager for hours worked in excess of the normal workday and/or for hours worked in excess of forty (40) hours per week. Employees who have generated compensatory time during the year must use it by August 15 or the District will pay out any unused compensatory time balance an employee may have. Compensatory time shall be taken at the rate of 1 1/2 hours for each hour of overtime worked beyond forty (40) hours per week.
- D. The parties agree to comply with the requirements of the Fair Labor Standards Act.
- E. Four times a year SEA will be authorized to hold school site meetings during the 30-minute period before or after the student day.

### **Section 4 - Work Hours**

- A. When work site/department hours/FTE's are unchanged, individual employee work hours will not be changed unless work related, programmatic needs require an adjustment.
- B. When work site/department hours/FTE's are changed, individual employee work hours will be determined collaboratively by clerical bargaining unit employees and the supervisor at that site/department. Mediation services may be requested in order to assist site employees in agreeing to a plan. If the employees and the supervisor are unable to agree on a plan, the supervisor may make the final determination.

### **Section 5 - Employee Files**

- A. Personnel Files:
  - 1. There shall be only one personnel file located within the District. The personnel file of each employee is confidential and, as such, shall be available for inspection only to the management of the District and the individual employee. Upon request, and by prior appointment, an employee shall have the opportunity to review the contents of his/her personnel file and copy, at his/her expense, materials within the file.
  - 2. At the employee's request, some other individual of the employee's choosing may be present for the review of the personnel file. Review of the personnel file will be supervised by the assistant superintendent for human resources or his/her designee. Nothing in the file may be removed, changed, or destroyed by the employee but the employee may work with the director for educational support personnel to have materials added or removed from the file.

3. The employee shall have an opportunity to attach written comments to anything in his/her file which he/she considers to be derogatory. Any material except that material required by statute or placed as a result of disciplinary action, will be removed, if so requested in writing, from the employee's file two (2) years after its initial placement.
4. Any material relating to the process of the grievance only shall not be kept in the personnel file. Material that relates to the substance of the grievance may be kept in the personnel file until the disposition of such is determined in the individual grievance. Grievance files shall be kept in the possession of the hearing officer only.
5. Any derogatory document not provided to an employee within fifteen (15) workdays after receipt 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 his/her personnel file without the employee having been provided a copy first and been provided the opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.

B. Supervisor File:

1. An employee's supervisor(s) may maintain a supervisory file at his/her work site.
2. The supervisory file is kept for the purpose of containing material pertinent to the employee's performance and for completion of an employee's evaluation(s).
3. The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time, within 24 hours if possible, for such review. The employee may choose to have a representative present. The employee may copy materials from the file at his/her own expense.
4. The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program. When those responsibilities end, the contents of the file will be destroyed except for written documentation of counseling sessions and verbal warnings which will be forwarded to human resources. Documentation forwarded to human resources will be filed in the personnel director's office. Documentation of counseling sessions will be destroyed after one (1) year and documentation of verbal warnings after two (2) years, provided that no further issues of a similar nature have occurred during that period of time.

C. Other Materials:

1. The District has the right to maintain investigation, discipline, grievance, and litigation files which contain confidential materials.
2. The materials in such confidential files are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of discipline, grievances, litigation, or investigations.
3. These confidential materials will be kept separate from other employee files; provided that materials regarding discipline may be placed in the personnel file, as provided for in the Progressive Discipline section of this Agreement.

D. Applicability of Public Disclosure Laws:

Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

**Section 6 - Progressive Discipline**

- A. The District has the right to discipline, suspend, or dismiss for just cause. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations. All disciplinary action shall be in accordance with the principles of progressive discipline. Progressive discipline may include: verbal warning, written warning, and written reprimand. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline. If, after the investigation is complete the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by his/her supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond. Such notification must include complainant(s)' name(s). An employee or group of employees shall have the right to be accompanied by a representative of the Association during any such meeting. If, after the investigation is complete the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.
- D. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.
- E. After two (2) years from the date of the discipline, during which the employee has not had a recurrence of the behavior cited, the employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline. From the date of the request to lower the discipline level of the document, if there has been no reoccurrence, the new level of discipline will be noted as revised and dated on the original document. Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only. Two years after the issuance (or dated change) of a verbal warning, the verbal warning will be removed from the supervisor's file upon receipt of a written request from the employee. The only reference to the discipline action will be kept in District records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future discipline of the employee.
- F. The Washington Administrative Code governing acts of unprofessional conduct will be used as the guideline for all employees. In the event the disciplinary action falls under these standards, the two-year provision of this section may not apply.

**Section 7 - Lunch and Rest Periods**

- A. Employees assigned four (4) or five (5) hours will receive a fifteen (15) minute rest period and employees assigned to three (3) hours will receive a ten (10) minute rest period. The rest period will be scheduled by their supervisor as near the midpoint of their work period as practicable. Employees who work six

(6) hours or seven (7) hours per day will be provided one ten (10) minute and one fifteen (15) minute rest period. Employees who work eight (8) hours per day will be provided two fifteen (15) minute rest periods. No wage deduction shall be made for such rest periods.

- B. Employees assigned five (5) hours or more shall be allowed an unpaid meal period of not less than thirty (30) minutes per day. The meal period shall be scheduled by the supervisor as near the midpoint of their work period as practicable.
- C. When employees are not completely relieved from duty during their lunch period, such time will be paid as work time.

**Section 8 - Holidays**

- A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day and Independence Day.
- B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, and Memorial Day. Employees working less than a twelve-month calendar year shall have access to the Independence Day holiday if their regular work year extends beyond July 4; or if they are assigned to work during the summer and their assignment includes work before and after July 4.
- C. Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.
- D. Should Christmas Eve Day/New Year's Eve Day fall on a Friday, the holiday shall be observed on the preceding Thursday. Should these days fall on a Saturday or Sunday the holiday shall be observed on the preceding Friday.
- E. Any employee required to work on any of the listed holidays shall be paid at the double-time rate in addition to his/her regular pay. The employee at his/her option has the right to take compensatory time at the rate it was earned instead of pay. Employees will not be required to work on Labor Day except in emergency situations.

**Section 9 - Vacation**

- A. Twelve-month employees:

- 1. Twelve month employees shall earn vacation monthly on a pro rata basis.

Years of Service

1-4 years - 6.66 hrs./mo.  
5-9 years - 10 hrs./mo.  
10-24 years - 13.3 hrs./mo.  
25 plus years - 15.4 hrs./mo.

Vacation Eligibility

10 days or 80 hours  
15 days or 120 hours  
20 days or 160 hours  
23 days or 185 hours

In addition to the above noted vacation days each employee will be granted an additional three non-restricted vacation leave days annually. These days are separate from regular vacation days, can be accumulated up to a total of five (5) and will be front loaded each year. Three (3) non-restricted vacation leave days may be taken for which no reason need be given. The employee is not required to state the reasons for the request to take such leave days. These leave days are separate from sick, injury, and emergency leave days.

Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.

Employees who elect to not utilize these days may elect to cash out days as provided in number 4 below. These days are prorated for a partial year worked.

2. Any terminated employee will receive prorated vacation pay on their last warrant.
3. Twelve month employees requesting vacation during periods of non student days shall be granted at the time requested by the employee providing that work site coverage as determined minimally necessary by the District can be maintained.
4. Employees may carry over up to one half of their earned regular vacation and up to two (2) days of non-restricted vacation days each year. Additional vacation may be accumulated if an employee is requested in writing to defer his/her vacation because of work schedules. In any year an employee may choose to sell back up to three (3) days of non-restricted vacation at the true per diem rate so long as in the last two years of employment the maximum total vacation days for cash out purposes does not exceed thirty (30).

## **Section 10 - Non twelve Month Employee Vacation Leave**

Two vacation leave days will be granted each year. These days can be accumulated to a total of five (5). Vacation leave days may be taken and the employee is not required to state the reasons for taking such leave days. These leave days are separate from sick, injury, and emergency leave days.

Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days for which no reason need be given, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.

Employees who elect to not utilize these days will receive an amount equal to one day's pay for each unused day. These days are prorated for a partial year worked. Three (3) days are eligible for sell back.

Non-twelve month employees will earn a non-twelve month employee stipend. See Article V Section 2 Stipends for details.

## **Section 11 - Assignment and Transfers**

### **A. Definition of Terms:**

1. **ASSIGNMENT:** An individual's current job placement.

2. ASSIGNMENT OF HOURS: The number of workdays and hours per day an individual is assigned.
3. OPENING: A position of more than two hours that is available to members of a bargaining unit.
4. TRANSFER: Voluntary or involuntary movement of staff.
  - a. INVOLUNTARY TRANSFER: Placement by the District in as similar a position as is feasible within the same bargaining unit.
  - b. VOLUNTARY TRANSFER: Movement from one position to another within the same or lower pay level.
5. PROMOTION: When an employee changes from one assignment to an assignment whereby the employee receives increased hourly pay.
6. VACANCY: A position that is available to individuals outside of the bargaining unit.

B. Sequence of Assignments and Transfers:

1. Assignment of hours
2. Declaration of openings as they become available
3. Placement of employees who have been previously involuntarily transferred
4. Placement of new involuntary transfers if there is a need
5. Placement of returns from leave
6. Posting of openings
7. Voluntary transfers within the same classification
8. Voluntary transfers within different classification.
9. Consideration of candidates from outside the bargaining unit.

C. Assignment of Hours Procedure:

1. When work site/department hours/FTE's are unchanged, individual employee work hours will not be changed unless work related, programmatic needs require an adjustment.
2. When work site/department hours/FTE's are changed individual employee work hours will be determined collaboratively by clerical bargaining unit employees and the supervisor at that site/department. Mediation services may be requested in order to assist site employees in agreeing to a plan. If the employees and the supervisor are unable to agree on a plan, the supervisor may make the final determination.

D. Declaration of Openings Procedures: The District will identify all known openings as they occur throughout the year.

E. Placement of Employees Who Are On Involuntary Transfer Status From Prior Years Procedure:

1. The District will generate a list of those who are under involuntary transfer status from prior years.
2. Based on known available openings and the information on return to a comparable position, employees will be offered transfers (see F.10). Employees not matched to openings will remain on involuntary status until a match is offered.
3. Employees offered a match may decline and remain where they are currently assigned but will be taken off of involuntary transfer status.

F. Involuntary Transfer Procedures:

1. Prior to any involuntary transfers occurring, the District will identify the location/department and number of staff needing to be relocated.
2. Employees identified for involuntary transfer will be least senior in the bargaining unit within the classification at that site.
3. All identified surplus staff will be ranked from most to least senior.
4. In an attempt to prevent involuntary transfers, the District will seek volunteers to take the place of those identified for involuntary transfer. For purpose of selecting a new assignment, volunteers will assume the seniority ranking of the employee they are replacing. When an individual's turn to select a new position comes up he/she may withdraw his/her offer to volunteer and the originally identified employee will be placed back on the involuntary transfer list.
5. All known open assignments will be listed.
6. The employee selected for involuntary transfer may select by seniority from available openings at the same pay level. If no positions are open, the employee may be placed in any clerical opening for which he/she is qualified. Employees so transferred will suffer no financial loss. In no case shall an employee receive a promotion through this provision.
7. An employee may only access positions through this provision for which he/she is qualified, and that are not more than one (1) hour than his/her original assignment.
8. Selection of a site includes agreement with the site's charter and any prior approved variance(s).
9. If the involuntary transfer does not agree to accept the charter and agreed upon variances at any of the available options he/she may be assigned as a regularly employed substitute for the District or be temporarily assigned to a site. The employee will be offered other positions as they become available throughout the year.
10. When an involuntary transfer occurs, the employee will fill out a form indicating a comparable position to which he/she would wish to be returned. Comparable position may include work site(s), classification, grade level or a combination of these.
11. No employee will be involuntarily transferred two years in a row.

12. The District will give transferred employees a reasonable amount of time to make the required move.

G. Returns From Leave Procedure:

1. Prior to departing on a leave of absence, the employee will fill out a form indicating the type of position to which he/she would wish to be returned. Options may include work site(s), classification or a combination of these.
2. Employees returning from a leave of absence will be offered a choice from as like positions as possible based on their indicated interest and their qualifications.
3. Agreement to take the leave of absence means the employee is willing to accept the charter and any approved variances at the building where he/she is placed.

H. Posting of Openings:

1. All open positions will be posted in a timely manner. A Notice of Position Opening shall be developed and posted on the District website for a minimum of five (5) days. Openings will be posted as soon as reasonably possible.
2. Staff with limited or no computer access may call Human Resources and inquire about postings.
3. The Notice of Position Opening shall contain all information necessary for an employee to evaluate his/her interest in the position. For example:
  - a. Position location and supervisor;
  - b. Description of responsibilities, qualifications and terms and conditions of employment;
  - c. Identification of existing charter, variances and any other governance documents and where the employee can obtain copies for inspection; and
  - d. Timelines and procedures for filling the position opening.
4. Library Clerk Openings:
  - a. Once per year in the summer, Library Clerk reassignments will occur if there are open positions and/or if changes in the allocation of hours occur. If no changes occur, then all Library Clerks remain as they were assigned during the previous school year. If there are changes, Library Clerks will bid for open or changed positions in Library Clerk seniority order.
  - b. If a vacancy occurs during the school year, the job will be posted as Temporary to end of year. No Library Clerks will have the opportunity to bid on Temporary positions as the person moving into the job will terminate on the last day of school. The job opening will then be put on the "open" list during the reassignment process noted in 4.a. above.

I. Voluntary Transfers and In-Building Reassignments:

1. Requests for transfer must be made on a form provided by the District as specific openings become available. Staff interested in openings which occur while they are on vacation or during

non-student periods may leave a transfer request form with Human Resources prior to leaving for the break.

Transfer requests from bargaining unit members who work in a group outside of the posted opening shall be accepted only if there are no requests for transfer from within the affected group or no one requesting transfer meets the qualification requirements.

2. The employees must meet qualification requirements for the position. An employee with current performance deficiencies may be denied consideration.
3. All employees within the same classification requesting a transfer will be interviewed and one (1) will be selected based on I-5.
4. When no employee within the same classification (job title) requests a transfer, in-building reassignments among those in the same job level (pay scale) may occur if mutually agreed to by the principal and the employee. In-building reassignment opportunities will be posted at the site for two days. An employee may only access positions through this provision for which he/she is qualified provided the employee currently works at least four (4) hours per day as a secretary in that building.
5. If no employee within the same classification requests a transfer, and if there are no in-building reassignments to that position, the job will be posted and a pool may be created by interviewing at least two applicants from different classifications and one (1) will be selected based on I-5. Transfer requests from bargaining unit members who work in a group outside of the posting, but within the bargaining unit, shall be accepted only if they have seniority within their own group and are qualified. If there are no requests from qualified individuals with group seniority, then requests from bargaining unit members from the other group will be considered.
6. Positions awarded through I.3-4 will be based on the following considerations:
  - a. First consideration: most qualified based on prior work experience as it relates to the posted opening and/or other related experiences.
  - b. Second consideration: seniority, if qualifications are essentially equal.
  - c. The position will not be awarded in an arbitrary or capricious manner.
7. The employee selected for the position must agree to sign the site charter and any site variances.
8. A represented employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.
9. An employee who is selected for a voluntary transfer or change of position will begin the new position on the required start date. A substitute will be placed in the employee's former position, if needed. A permanent replacement will not be hired for the employee's former position until any employees who were interviewed, but were not selected for the new position, have an opportunity to complete the grievance hearing process. The grievant must initiate the process within five (5) working days of being notified by Human Resources that he/she has not been selected for the position.

J. Posting of Vacancies:

1. Additional hours will be offered to current employees before the District hires additional personnel provided the additional hours are compatible with the schedule of the employee and meet the program needs.
2. Application files from those outside the bargaining unit will be kept separate from the files of bargaining unit members. No one involved in the interview process will be made aware of whether or not applications exist from outside the bargaining unit, or if so, how many or who the individuals are.
3. Vacancies will be available to individuals outside of the bargaining unit after all reassignment, transfer, and position placement decisions have been made.

K. The parties realize that from time to time positions currently held by bargaining unit employees will evolve into different positions with new titles and job descriptions. When that occurs, employees in the eliminated positions, if obviously qualified and if performing near identical performance responsibilities, will move into the new positions without those positions being posted and without going through the normal application, screening, and interviewing process.

L. The District and the Association may agree to the special placement of a staff member for unique circumstances. Such placements would by-pass other transfer provisions and be agreed to by the employee.

M. Trade/Switch of Positions: The language in this section will only apply to those positions for which fewer than four (4) like vacancies were posted in the previous school year.

1. There would be no posting; interested parties would make proposal; both parties requesting trade would send in a form together with reason for trade/transfer.
2. Hours and level must match.
3. All parties must agree to follow the process, including supervisor/principal and employees.
4. All parties need to agree to the timeline for the trial, training schedule, and plan:
  - a. Day one both secretaries at building A
  - b. Day two both secretaries at building B
  - c. Up to three - five days secretaries switch buildings

Criteria for Review Process:

1. Positive evaluations; no discipline issues.
2. Must agree to cross training visit.
3. Initial interview.

Process for Trading Positions:

1. Both secretarial/clerical interested parties make proposal.
  2. Requests should be submitted (proposals) in a timely manner as deemed appropriate by all parties.
  3. Proposal includes cross training/trial plan, which needs to include an overlap day at each site.
  4. Cross training (transition) visit (with principal on site) of one week (itinerant coverage as needed).
  5. Confirmation interview with new principal.
  6. Both principals and both employees will sign off/approve final proposal.
  7. Both employees must agree to sign the respective site charter and any site variances.
  8. If all parties do not sign off for approval, reasons will be provided at Labor Management upon request.
- N. Up to five (5) educational support personnel, entry-level positions per year may be filled by the District irrespective of hiring priorities and all transfer provisions. These positions are to enable the District to hire people who can offer special and unique contributions and to fill areas of shortage. The District will notify the Association, in writing, when this provision is applied.
- O. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

## **Section 12 - Position Sharing**

- A. Position sharing is a procedure whereby two employees other than substitutes share a position. Employees desiring to share a position must submit such request to the superintendent, or designee, no later than May 1 of each school year. The District shall determine, in a timely manner, whether or not to honor the request. It is the intent of the parties to conscientiously work towards solving problems of position sharing. Reasons for denial will be given upon request.
- B. Prior to entry into the position share, employees and supervisors will develop, in writing, an agreement on such issues as reporting responsibilities, early release days, attendance at required meetings, coverage of duties during one employee's absence and arrangements which shall insure intra-team communication necessary to support the total program.
- C. If the position sharing dissolves because one of the employees moves to a full-time position, or resigns, goes on a leave of absence, etc., the District may, at its discretion, either transfer the remaining employee or assign the remaining employee into the position on a full-time basis.
- D. The two employees will work with the building principal/supervisor to establish the working relationship between the parties involved within the following parameters:
  1. Only two employees may share a position.
  2. Each employee will receive his/her proportional fringe benefit amount.

3. The employees may substitute for each other at their regular rate of pay, or by changing the work-hour pattern with the principal/supervisor's approval.
4. Seniority will accrue according to the regular seniority provisions in this Agreement.
5. Employees will advance on the salary schedule according to the salary provisions of this Agreement.
6. Employees may establish their work schedule with approval of their principal/supervisor.
7. Requests to move back into a full-time job will be made under the regular Assignment and Transfer procedures contained in this Agreement.
8. Employees wishing to continue sharing a position should so inform the District by May 1.

### **Section 13 - Layoff and Recall**

- A. Layoff shall be defined as a reduction in the workforce, by affected group, causing a severance of employees.
- B. The District shall first layoff employees, by affected group, who work two (2) hours or less per day, or in the Library Clerk group, who work ten (10) hours or less per week..
- C. Layoff will be applied by group, then by classification title, using the following procedures:
  1. The District shall first determine how many positions will be retained in each salary level in each classification title.
  2. Within a classification title, the District shall identify for layoff the least senior employees in that classification title.
  3. The district will then proceed to identify for layoff employees by reverse seniority until the designated employment level is reached within the classification title grouping.
  4. Employees who have been identified for layoff by provisions 1, 2, and 3 above may displace employees in represented positions at the same or lower salary levels in the same or other classification titles provided that they:
    - a. have prior successful experience in the specific position, or
    - b. meet the current qualifications for the position, and
    - c. possess greater seniority than employees who would otherwise be retained in the position.
  5. The determination of whether or not qualifications have been met shall be made by the District evaluation of the employee's qualifications against the qualifications enumerated in the position description.
  6. Employees wishing to exercise this provision must complete a district-provided form that will be included with the initial notice of layoff. This form shall include job classification titles, assignment, insurance benefits (for employees on benefits at time of layoff), physical disabilities which may affect performance (medical verification also required). If the form and notice of layoff are delivered

in person to the employee, the completed form must be returned to the Human Resources office within six (6) calendar days. If the form and layoff notice are delivered via certified mail return receipt requested, the form must be returned to the Human Resources office within six (6) calendar days of the receipt being signed by the recipient.

D. Laid-off employees may apply for employment in vacant District positions. The District agrees to grant to the laid-off employee preference for interviews for two (2) Association-represented positions for which they meet the job qualifications and if there exist no performance concerns with the laid-off employee who applies. The District shall award the Association-represented position to the laid-off employee if:

1. During the hiring process, the District identifies no distinguishable differences among the laid-off employee who interviews for a position according to the terms of this paragraph and other candidates who interview for the subject position.
2. No law, regulation, contract or other agreement prohibits the award.

E. Recall Procedures:

1. Employees on layoff status shall be recalled, according to seniority, to any position that:
  - a. is equal to or less than the salary level of the position from which they were laid off and had served in for more than sixty (60) working days;
  - b. for which they meet the specified qualifications;
  - c. meets the terms identified by the employee via Section C.6.
2. Notice of recall shall be sent by certified or registered mail to the last address of record. It shall be the responsibility of the employee to keep the Human Resources office notified of his/her current mailing address. A recalled employee shall be given up to five calendar days following receipt of the letter to accept the reemployment offer by signing and returning the appropriate copy of the recall notice to the Human Resources office.
3. An employee recalled to work is obligated to take said work. An employee who declines recall to perform work for which qualified shall forfeit his/her rights to recall. The District may fill the vacant position on a temporary basis for up to fifteen (15) working days while the employee is being recalled.
4. Employees on layoff shall retain their earned seniority for purpose of recall for a period of eighteen (18) months. Employees on layoff for more than eighteen (18) months shall lose their rights under this Agreement.
5. Unused accumulated sick leave shall be restored to employees upon their return to active employment. Other benefits will be reinstated as appropriate for the position held.
6. Employees who are laid off at the end of a school year and recalled at the beginning of the subsequent school year, so long as they are recalled into a position prior to October 1, shall not lose experience credit for purposes of salary schedule placement.

## **Section 14 - Employee Evaluation**

### **A. Regular Status Evaluation Process:**

1. The parties agree to adopt the philosophy that there will be no surprises on the performance evaluation report. Evaluator(s) will accurately inform employees of their progress during the evaluation process. An employee shall be given a copy of any written evaluation report prepared by his/her evaluator(s) at least one (1) day before any conference to discuss it. No such report shall be placed in the employee's file without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
2. An employee will normally have one evaluation per school year unless he/she has moved to the Professional Growth form, according to the provisions below, or is having performance problems. An employee may request additional evaluations.
3. Evaluations will be completed on the approved form.
4. The primary evaluator will be an administrator or supervisor.
5. The performance report is to be completed on or before June 10.
6. An employee, receiving unsatisfactory ratings on the evaluation report may be placed on probation at the discretion of the District.

### **B. Professional Growth Process:**

1. In order to access the Professional Growth Process, the employee must have completed one (1) year of satisfactory performance in the District in a clerical position.
2. The evaluator and the employee must agree to participate in the Professional Growth process.
3. Either the employee or the District will have the right to terminate the use of the Professional Growth process at any time and to thereafter use the standard evaluation report and procedures. If a decision to terminate the professional growth process occurs; a conference will be held to discuss the return to the standard evaluation form.
4. In the event that performance deficiencies occur during the Professional Growth process, the evaluator shall communicate the deficiencies to the employee using the Performance Evaluation form and will have the right to remove the employee from the Professional Growth process and place the employee on the evaluation form.
5. The Professional Growth form will be used to record employee growth goals. A copy of the goals may be placed in employee's personnel file by employee request.
6. The primary evaluator will be an administrator or supervisor.
7. By October 15, the evaluator will notify the Human Resources Division of those employees who are on the Professional Growth process.

### **C. New Hire Probation Status Employees - Sixty (60) Day Evaluation Procedures:**

1. Employees new to the bargaining unit (does not include transfers from one building or job site to another) shall serve a probation period for the first sixty (60) days of employment. This period is considered a trial period.
2. Probationary employees may be discharged at the discretion of the district during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination.
3. New hire probationary status employees shall receive a performance evaluation report at the completion of their trial period of employment (the initial sixty (60) days of employment).
4. The District shall have the right to terminate the employee during the trial period - the initial sixty (60) days of employment.
5. Probationary employees shall accrue no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

D. Regular Status Employee Performance Probation Process:

1. Employees may be put on probation for performance deficiencies at any time. Performance deficiencies will be communicated to the employee, thereby providing the employee an opportunity to remediate his/her performance concerns. The employee will be provided with suggestions for improvement of his/her performance.
2. Any probation period will last a minimum of forty-five (45) working days. The forty-five (45) days must be inclusive in the same work year.
3. The probationary employee should be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator/supervisor, in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the evaluation document indicating the employee has successfully met the conditions of probation.
4. If the probationary employee has not demonstrated sufficient improvement after completion of the probation, a recommendation shall be made to the school board that the employee be terminated.

**Section 15 - Workload**

- A. Administrators and clerical staff will work together to prioritize workload.
- B. The principal/supervisor, in collaboration with the office staff, will designate an appropriate place for secretarial staff to perform high priority tasks (e.g.: payroll, banking, dispensing of medications, etc.), uninterrupted, except in the case of emergency.
- C. Staffing at each site is based on the negotiated formula and adjustments will be implemented upon the October 1 student data. For purposes of allocation of hours, student enrollment data shall include non-enrolled preschool students in the *Headstart* and *Express programs*. A copy of the formula will be available at each site. Additional hours provided to sites based on the formula will be allocated for use during the student year.

- D. Each site will receive the following supplemental hours in addition to the regularly assigned hours for that work site. These hours may be used before, after or during the student year at the principal's discretion.
  - 1. 50 hours for elementary schools of less than 400
  - 2. 70hours for elementary schools of 400 or more
  - 3. 70 hours for middle schools
  - 4. 70 hours for high schools
- E. Certificated elementary instructional supply funds will be administered in a centralized way, rather than directly at the building level. If an audit concern arises, the process will revert back to tracking expenses at the site.
- F. It is important that employee workload and district budget implications are considered before an application is made for any grant. Consequently, all grant applications must follow the procedures established by Labor Management as indicated on the Grant Application Form, available on-line in the Policies and Procedures Manual.
- G. When a student has special health needs, resulting in extra work for the classroom teacher, the building administrator will assemble a team (e.g. principal, teacher, custodian, nurse) to develop a plan using available resources so that the classroom teacher is not unduly burdened.

#### **Section 16 - Student Medication**

- A. Each school site will be provided one (1) hour of Health Room Aide time per day to help relieve the office staff of the dispensing of medications and other health related duties. For medications needing to be dispensed outside of the services provided by Health Room Aides, the principal will seek volunteers from the office staff first before other building staff prior to assigning the duty of dispensing student medication. Within the provisions in this section, the principal shall retain the authority for assigning this task, including to those outside of the bargaining unit.
- B. Employees giving medication will be given appropriate and adequate training.
- C. Employees giving medication will be absolved of all liability, as per the RCWs.
- D. Employees will not be required to give injections, insert feeding tubes, or catheters.
- E. Employees giving medications will have a reasonably uninterrupted period of time in which to do so where they will not have other assigned duties.
- F. Building plans need to address the need for backup personnel to be trained in giving student medication.
- G. Employees hired on or before ratification of the agreement in 1996 and thereafter may be required to dispense student medication.
- H. Current employees seeking a transfer and new employees hired after ratification of the agreement in 1996 and thereafter may be required to give medications as part of their job description.
- I. In the event no one in a building voluntarily agrees to give student medication, the District and the Association will work together to come up with an appropriate solution. Options may include a

special needs transfer; and/or temporarily assigning the duties of dispensing student medication to a bargaining unit employee at the site, until such time as an adequate solution is found.

J. Incentives:

1. Stipends will be allocated to buildings based on the daily dispensing of medication to individual students, based on averaging the daily doses given on the first student day in October and the first student day in May, as follows:
  - a. 1 to 20 doses                   \$200
  - b. 21 to 40 doses                 \$300
  - c. 41 doses and up               \$400

This stipend will be paid in June.

2. Stipends may be divided among up to a maximum of three (3) people, as determined by the employees at the site, and will be payable in lump sum in June.

**Section 17 - Facilities and Identification Cards**

- A. The District and the Association agree to the concept of a plan that will allow access to the building without compromising the security of the building or the efficient use of the work day by custodians. As part of the plan, supervisors may issue permanent building keys to individual employees or employees may check out keys using established procedures. Supervisor approval is required for any additional hours worked.

Employees shall be provided a lockable storage area for personal belongings, a key to the home-base room and an adult sized chair.

- B. The District will provide employees with their initial photo identification card. Any employee who loses his/her ID card will be responsible for contacting the Security Office to obtain a new ID card. Employees will be charged a replacement fee not to exceed the actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job may receive a replacement ID card at no cost.
- C. Every effort needs to be made to recover lost district property through appropriate channels (e.g., fines, security, withholding records, criminal prosecution.) If restitution is obtained, those dollars will be credited to the school or non-school department (e.g. custodial services.)

Money received from restitution will be used solely for the replacement of lost, stolen or damaged books, supplies and materials or lost, stolen or damaged non school department items (e.g. snow blowers).

- D. If there is an environmental concern at a district work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern.

Based on the reported concern, the District Industrial Hygienist will:

- Test and monitor the area.
- Track the employee concern as reported on physical hazard notification forms and employee logs.

- Facilitate, research, and recommend solutions in a timely manner.
- Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.

For unresolved indoor environmental issues, the Joint Indoor Air Quality Committee will be consulted for recommendations.

1. The Committee shall be comprised of the District's Industrial Hygienist, the Director of Maintenance (or designee), the Director of Safety (or designee), and three (3) SEA representatives (to be communicated by SEA to the Industrial Hygienist annually).
2. If the Industrial Hygienist position is vacated or discontinued, the Committee shall select independent testing groups.

### **Section 18 - Transportation Reimbursement**

- A. An employee directed by his/her supervisor to travel in their own vehicle during working hours or travel between assigned work sites, shall be reimbursed for such travel at the rate as determined by the Internal Revenue Service, published, received by the District, and in effect at the time of travel.
- B. The employee shall present documentation as to actual usage of his/her personal vehicle in a form and manner approved by the District.

### **Section 19 - Employee Protection**

- A. An employee who, in the course of his/her employment, sustains a personal injury/illness covered by workers' compensation will be paid his/her full salary for the period of absence less the amount of the workers' compensation award made for disability due to such injury/illness; such absence shall not be charged to the employee's annual or accumulated illness leave up to maximum of thirty (30) workdays. If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of Department of Labor and Industry Order and Notice Form approval. After thirty (30) workdays, such absence shall be charged to the employee's annual or accumulated illness leave in the pro rata amount paid by the District.
- B. Health/Injury Related Reassignments:
  1. Any employee who, because of health reasons, is unable to perform the duties of the employee's regular position at the time a physician or medical panel certifies that the employee is unable to work, may be reassigned to another position without the position being posted and without regard to seniority. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority. An employee not represented by the Association may be temporarily assigned (as recommended by the consulting physician) into a represented position without the position being posted and the employee shall not be required to pay a representation fee. Such medical reviews shall not total more than one (1) year.
  2. The Association will be informed in writing, by way of a copy of the employee's assignment article, if any employee not represented by the Association is assigned to a position represented by the bargaining unit or if an employee represented by the Association is placed in a position outside of the bargaining unit.

3. If placement of employees not represented by the bargaining unit exceeds 10 percent of the permanent bargaining unit positions, the District will seek concurrence from the Association.
  4. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industries Loss of Earning Power Standards.
- C. The District agrees that it will include employees as insureds in the District's liability policy.
- D. The District shall reimburse the employees for:
1. The replacement of any clothing or other personal property damaged or destroyed in a disturbance as defined by state statutes.
  2. Any District-registered personal property used for instructional purposes in the workstation which has been damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred dollars (\$100), whichever is less.
  3. Personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measure(s). Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred dollars (\$100), whichever is less.
  4. Vandalism damage to an employee's vehicle under the following conditions:
    - a. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged, and
    - b. The vandalism must have occurred while the employee was at a district work site performing district business, and
    - c. Damage resulting from a collision or damage from another vehicle is not reimbursable, and
    - d. Reimbursement shall be made per vandalism occurrence in the amount of \$125 or the employee's deductible, whichever is less.
- E. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.
- F. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.
- G. An employee should not accept a position that requires working in a building alone unless he/she understands the potential danger and is qualified to assume the assignment. A communication device should be available to the employee. If an employee is given an assignment outside of their regular duties requiring them to work alone, that employee may decline the assignment without repercussions if he/she has safety concerns.
- H. All staff, on a need to know basis as defined by law, shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to other students or staff. "Shall be informed" is a shared responsibility between staff and administration and support staff. "Evidenced

behaviors” are obtained through a self-report registration document as well as any other information that clearly presents a safety problem. A student cannot, however, be withheld from class pending the schools receipt of the student’s records. Certificated staff shall be provided with specific information about the known behavior pattern(s) of the student(s), including the student record except as outlined in Policy 3400 where release by the student is necessary or where the record is the working notes only seen by the person making them. In addition all staff, based on a need to know basis as defined by law, shall have access to the above-mentioned information as they feel the need arises.

Staff will be provided with suggested strategies for managing those behaviors. The sharing of confidential information about a student is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students, and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). Any other information that is not contained in the student record that is not confidential will be communicated to staff who have a need and an interest to know.

- I. Any case of assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee’s supervisor or designee. The District will counsel with the employee on those legal rights and alternative courses of action available to the employee. The District acknowledges the extraordinary impact that assault on staff members has on the educational process and will, therefore, take more severe disciplinary action for exceptional misconduct. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights. The District will also attempt to apply the same disciplinary standards to special education students. It is understood, however, that specific legal requirements and limitations apply to the discipline of special education or Section 504 students.

For the purposes above, the following definitions apply:

**ASSAULT:** A reckless or intentional act, which results in harmful physical contact on a staff member.

**THREAT:** A threat to a staff member, which creates a reasonable fear of bodily harm.

- J. In those situations where it is mutually determined appropriate, the District will provide legal defense in criminal cases. In those situations where criminal charges arising out of employment have been filed against an employee, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if he/she is found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.
- K. Social Security numbers will be treated as private and confidential information while recognizing the fact that they may be needed to be used for documentation when mandated by federal or state regulation.

## **Section 20 - Substitute Employees**

- A. The District will have six (6) Itinerant secretarial substitute positions. These positions will be regular employees whose primary task is to substitute for regular employees. These positions do not eliminate the opportunities for work site members to move up to higher paying positions when an employee is absent from work.
- B. Training will be provided for on-call substitute employees at the beginning of the school year and in second semester in the Student Database System and the School Nutritional Accounting Program.

## **Section 21 - Mentor Training Program**

The District will establish a mentor program for the in house training of new employees.

## **Section 22 - Site-Based Decision Making**

- A. The Faculty Involvement Group (FIG) is a group of staff members who make recommendations to the staff, not final decisions.
- B. The District and the Association believe that the future of public education depends upon restructuring our public school system. Acting on this belief will require restructuring of the District and the Association and the development of new relationships between the Board, the District, and the Association, and the community at large. In order to act on this commitment, the District, through the Board, and the Association have created the Joint Committee on Site-Based Restructuring (JRC) to oversee the process. Either party to this Agreement can terminate this Agreement by providing the other party sixty days notice. At least two meetings of the Joint Committee on Site-Based Restructuring must be held within the sixty-day period.
- C. Arrangements will be made to allow interested employees to participate in site-based restructuring efforts.
- D. **District Budget Impact on Building Budgets:** In order to better understand impacts of district budgeting on building budgets (distribution of dollars to buildings, non-employee related costs, building budget carry forward, etc.), buildings will schedule a building budget information session or will share budget update data no later than November 30 of each year.

## **Section 23 - Summer Hours**

- A. Twelve-month employees will be eligible to participate in a pilot four-day per week, ten-hour per day (4/10) work schedule during the month of July. Continuation of this program shall be determined by the District and the Association, including any adjustments to the following provisions. The 4/10 workweek must be prearranged and approved by the supervisor. Workstations and telephones must be covered during the normal working hours (8 a.m. to 4:30 p.m.), Monday through Friday by a bargaining unit person.
- B. Productivity and work expectations will be equivalent to the regular five-day, forty-hour workweek.
- C. The ten-hour daily schedule will be 7:00 a.m. to 5:30 p.m., with one-half hour lunch period.
- D. The 4/10 week shall not result in overtime, compensatory time, or substitute cost to the District.
- E. The Independence Day holiday will be based on an eight-hour day. The remaining two-hour work requirement will be worked sometime during that same week as prearranged with the supervisor, or covered under other appropriate leave provisions.

## **Section 24 - Summer Mail Delivery**

During the summer months, the District will maintain mail delivery to a designated spot at each work site at least once a week.

## **Section 25 - Summer Employees**

### **A. Selection Process:**

1. Employees with previous summer school experience as secretarial/clerical or library clerk shall have first opportunity for available positions, within their group, at the same or fewer number of hours and/or level of pay as is assigned during the school year.
2. Seniority in summer school shall be determined by continuous summer experience, excluding authorized leaves of absence, or the equivalent for periods when no such provision existed.
3. If a greater number of qualified employees are interested than there are available positions with the same or fewer number of hours and/or level of pay as is assigned during the school year, selection will be based secondly on bargaining unit seniority.

### **B. In an employee works summer school, he/she will be paid for Independence Day.**

### **C. The District and the Association agree to the concept that building-level programs are generally best served by building-level staff if those programs extend longer than the regular school year. To that end, it is the intent of the District and the Association to allow priority be given to building-level staff during the selection process for extended year programs. Within a bargaining unit, when positions for building-level extended year programs are available, priority will be given in the following order:**

1. First priority: building-based bargaining unit members, by seniority, for those employees having prior building-level extended program experience (by classification for educational support employees).
2. Second priority: building-based bargaining unit members, by seniority (and by classification for educational support employees).
3. Third priority: other building-based bargaining unit members by seniority, and if qualified.
4. Fourth priority: all other bargaining unit employees as per the appropriate collective bargaining agreement. Multi-building District summer school programs will continue to be staffed under the applicable provisions in each collective bargaining agreement.

### **D. An employee working an extended year will be eligible to use accumulated leaves.**

## **Section 26 - Staff Development**

- A. The Association and District shall jointly plan training institutes on Saturdays, evenings or other agreed upon times for any educational support staff. While these institutes will be geared primarily for educational support staff, all employees will be welcome. The District shall provide a training fund of \$15,000.
- B. If the District desires to offer a required training for employees, eight (8) hours additional pay will be provided to personnel assigned to less than twelve (12) months per year.
- C. All employees who are required by the District to maintain first aid/CPR certification will attend classes during the workday or be compensated at the appropriate rate of pay if outside the workday.

- D. When an employee begins a new job, initial training will include an orientation to equipment to be used. Yearly refresher training will be provided if requested.
- E. Early in an assignment to a new position, the supervisor will meet with the new employee to discuss job expectations. Expectations will be in writing.
- F. The District will encourage and facilitate on-site college classes in accordance with existing facilities usage policies and procedures.
- G. Each site/department will be allocated one (1) hour for every hour of assigned secretarial/clerical hours per day to pay for substitute time, for employee learning opportunities each year. This amount will be pro-rated for each part-time secretarial/clerical employee. Decisions on how to distribute and use the time for job related learning will be collaboratively planned with employees and the supervisor. If a collaborative decision cannot be reached, the supervisor may make the final determination.
- H. When the District knows that a training will be a pilot or involves a professional commitment beyond the training session(s) and/or the contracted day, the District will state those commitments, to the best of its ability, within the course description.

### **Section 27 - Technology**

Representatives of the bargaining unit, as selected by the Association, will be invited to participate on District technology committees which will impact the work site.

### **Section 28 - Safe Work Sites**

- A. Unless legally prevented from doing so, and in accordance with student due process rights, any student who has assaulted an employee will be reassigned to another site if or when the student is allowed back into school.
- B. All sites will be mandated to have a crisis plan, including plans for the office. The crisis plan must be in print and a copy provided to each staff member at a review and information session at the beginning of each school year.
- C. At each building site, staff members will be provided with information and training regarding critical incidents which may arise in the conduct of their individual assignments. Topics to be covered should include, but not be limited to, anger management, diffusion techniques, conflict management, and problem resolution.

To assist staff faced with disruptive student behavior they find difficult to control the District will offer a variety of workshops, such as de-escalation training for aggressive and assaultive students, for employees. Classes will be scheduled a minimum of three-times during each year of this contract. The District will use a joint task force under the direction of the Joint Safe Schools Coordinating Committee to assist in determining effective class offerings.

- D. After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor; they will notify potentially affected staff in a timely manner, and in accordance with all state and federal laws.

Before a portable can be used as a workstation, the District will provide a functional communications system between the portable and main office.

- E. Victim Assistance information will be provided in writing and explained to staff members at the beginning of each school year. Jointly, the Association and the District will develop an instrument which will provide specific items of information relative to assisting staff members who have experienced personal attacks to themselves or their property. Such acts may include, but not be limited to assault, theft, vandalism, harassment, threats, intimidation, etc.

### **Section 29 - Student Workplace Training Opportunities**

- A. The District and the Association agree that students benefit from opportunities to learn good work ethics and workplace skills. It is further agreed that students will at times be provided with these opportunities within the school environment, on a volunteer basis, for credit, and/or via paid status from various District and community sources.
- B. The District and the Association agree that students learning such work skills are not intended to take away work normally assigned to bargaining unit members. Should such work opportunities crossover into regularly assigned bargaining unit work, the following shall prevail:
  - 1. No student shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any student prevent the employment of persons who would otherwise be hired.
  - 2. If students are involved in employment-related activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision.

### **Section 30 - Joint Committee on School Calendar**

A joint committee consisting of representatives of SEA and District management shall recommend the school calendar. The Committee's work will be completed by the last working day in April, two school years in advance of implementation.

Representatives from each group shall obtain input from their constituents regarding calendar options such as start and end of school, school breaks, non-student days, early release/late arrival days, conference days, emergency make-up days, and other calendar related issues.

Parent representatives on this committee may participate in an advisory capacity.

Should the legislature change the rules or regulations regarding the setting of the school calendar, the joint committee shall convene and develop a new calendar proposal.

The Association agrees that the District may alter the work year to meet emergencies or unforeseen circumstances, provided, however, that the total number of contracted workdays for the year shall not change. The schedule for workdays to be made up shall be subject to discussion in labor/management meetings, or through negotiations if necessary.

### **Section 31 - Secretarial-Clerical Leadership Team**

The District and the Association will establish a Secretarial-Clerical Leadership Team that will meet on a regular basis to discuss and address employee issues as they arise.

### **Section 32 - Joint Committee for Secretarial Training**

A joint committee shall continue to meet on a regular basis to assess training needs and implement training opportunities as necessary.

### **Section 33 - Joint Salary Reclassification Committee**

A joint committee shall continue to meet on an as needed basis to review and determine adjustments, if deemed appropriate, to the salary level. The process is initiated by individual requests following a prescribed procedure.

### **Section 34 - Volunteer Opportunities**

- A. The District and the Association agree that the District benefits from community volunteers serving in our schools. It is further agreed that volunteers will be provided opportunities to assist in the school system.
- B. The District and the Association agree that volunteers are not intended to take away work normally assigned to bargaining unit members. Should such volunteer opportunities crossover into regularly assigned bargaining unit work, the following shall prevail:
  - 1. No volunteer shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any volunteer prevent the employment of persons who would otherwise be hired.
  - 2. If volunteers are involved in activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision to the volunteer.
  - 3. Volunteers wishing to complete a project that would normally be assigned to bargaining unit members shall follow the Volunteer and Community Support Program process in accordance with Spokane Public Schools Policy and Procedure #9295.

## ARTICLE IV - LEAVES OF ABSENCE

### Section 1 - Sick, Injury and Emergency Leave

A. Employees under a ten (10) month school year contract shall be allowed sick, family, and injury leave at the rate of ten (10) days per year. Employees on more than a ten (10) month contract shall be allowed such leave at the rate of one (1) day per month of employment up to a maximum of 12 days per year. Such leave days are accumulated each year on a prorated basis for assigned daily hours and for partial year worked.

1. Sick leave is defined as days of absence from duty because of medical reasons and for which no deduction is made in compensation of the employee. After an illness of five (5) consecutive days, employees may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. When an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's absence irrespective of five days.
2. Emergency leave may be granted for problems for which preplanning is not possible or could not relieve the necessity for the employee's absence (ex. court appearance, religious holidays, funeral of friend, etc.).
3. Sick, injury, and emergency leave may be taken to the full amount of accumulation.
4. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused illness or injury leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.
5. At the time of separation from District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued illness and injury leave. For the purpose of remuneration at retirement or death, total accrued illness and injury leave shall be limited to 180 days.
6. Employees who are members of recognized religious groups have the right to request in advance through human resources up to three (3) days per work year of non-accumulating accommodation leave when
  - a. the recognized religious group celebrates a holy day or religious holiday and
  - b. requires attendance at the celebration and
  - c. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.

B. Family Care Leave:

1. Employees shall be allowed to use their accrued leave under this section to care for immediate family members with a health condition that requires treatment or supervision. Immediate family

is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter or other dependent child.

2. In special cases, the superintendent or designee may extend the definition of immediate family.

## **Section 2 - Maternity Leave**

- A. Absence for Maternity - Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
- B. Notification - An employee shall notify the assistant superintendent of Human Resources in writing of the expected date of the birth of the child at least three (3) months before that date.
- C. Request for Leave of Absence - An employee, upon request, shall be granted a leave of absence from her position prior to the birth of the child; the exact date to be determined between the employee and the administration.
- D. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
  1. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.
  2. Sick leave will terminate following birth of her child on the date her physician indicates she can perform her employment responsibilities.
  3. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on sick/injury leave without pay for the duration of the period.
  4. A substitute may be placed in the employee's position during the period of absence.
- E. Return - An employee shall, within thirty (30) calendar days following the birth of her child, notify the District of the specific day she will return to work, which shall be not later than sixty (60) calendar days following the birth of the child, provided she has a release from her physician. Because of the circumstances relating to the timing of holidays, vacation periods, and the change of semesters, the administration and the employees may agree to deviations.

## **Section 3 - Child Rearing Leave**

Child rearing leave is covered under provisions of the family and medical leave.

## **Section 4 - Parenting Leave**

Employees may use up to thirty days of accumulated sick leave per year for introducing a new child into their family. This applies to regular childbirth as well as adoption. This leave is in addition to maternity leave.

## **Section 5 - Temporary Absence**

An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction. This absence will not be used more than twice per year.

## **Section 6 - Bereavement Leave**

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of a death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, husband, wife, son, daughter, or other dependent child.
- B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- C. In special cases, the superintendent or designee may extend the definition of immediate family and/or grant extra days.
- D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

## **Section 7 - Family and Medical Leave**

Any eligible employee is entitled to a total of twelve (12) work-weeks of family and medical leave during any fiscal year (September 1 - August 31), as provided for in District Policy No. 5242, as revised, August 23, 1995. See Addendum C.

## **Section 8 - Military Leave**

- A. A leave of absence for involuntary active military service may be granted for up to one (1) year without pay upon recommendation of the superintendent and approval of the Board. Special conditions of the leave shall be put in writing and signed by the employee at the time the leave is granted. If the employee does not fulfill the special and regular conditions of the leave, it will be considered a breach of terms and conditions of the contractual relationship of the employee with the District and at the sole discretion of the District may be cause for disciplinary action which may include termination.
- B. Military leave of absence for a period not to exceed fifteen (15) calendar days as granted under RCW 38.40.060 shall be leave with pay.

## **Section 9 - Public Service Leave**

It shall be the policy in the District to relieve school employees to participate in the state legislature or other elected positions related to public service from their responsibilities in the public schools without compensation during the term of such office. Should individuals concerned find it necessary to leave their school posts at times other than their elected term, each situation will be handled individually upon the request of the employee.

## **Section 10 - Jury Service**

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to his/her giving such jury service. Jurors are selected per RCW 2.36.080 and excused as per RCW 2.36.100.
- B. When an employee is required to actually perform jury duty, he/she shall do so without loss of pay and/or benefits. Jury fees, exclusive of mileage, shall in each case be remitted to the District. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, he/she shall return to the building for assignment.

## **Section 11 - Education Leaves**

- A. Employees who desire to further their education may request to move from full-time to part-time, or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half time. The employee will request the leave in writing.
- B. Upon approval by the District, an employee may take up to one year leave of absence for education without pay or District contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which he/she is qualified, if a position is available at time of return.
- C. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

## **Section 12 - Community Service Leave**

- A. An employee representing the district may be excused by his/her principal or supervisor to attend an education related activity in Spokane County without submitting a request to the superintendent provided, in the judgment of the supervisor, his/her duties can be properly covered to the satisfaction of all concerned, and at no additional cost to the district.
- B. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization represented.

## **Section 13 - Subpoena Leave**

District employees subpoenaed to testify on school-related business or matters will be granted release time, not to be deducted from their sick leave or vacation time.

## **Section 14 - Natural Disaster**

When a natural disaster which precludes a 12 month employee from getting to work is declared by an official public agency, the employee will notify his/her supervisor of his/her inability to get to work as soon as possible, so that staffing adjustments may be made. Such authorized absences will not constitute loss of vacation, annual leave, sick/emergency leave or pay.

### **Section 15 - Temporary Closure**

When an emergency school closure occurs, a twelve (12) month employee will notify his/her supervisor as soon as reasonably possible of his/her inability to get to work so that staffing adjustments can be made. Such authorized absence will be deducted from vacation, annual, sick/emergency leave balances or the time missed may be deducted from compensatory time, at the employees option.

### **Section 16 - General Leaves of Absence**

- A. Upon approval by the District, an employee may take up to one year leave of absence without pay. Upon return the employee will be placed in the same position or a similar position for which he/she is qualified, if a position is available at time of return.
- B. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

### **Section 17 - Shared Leave Pooling**

A leave sharing pool shall be in operation within the District. Such bank shall operate under the rules as established and agreed between the Association and the District.

## ARTICLE V - SALARY AND BENEFITS

### Section 1 - Salary

- A. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of the personnel department of the District prior to October 1 of the present year.
- B. Employees who receive an overpayment by the District will have the following options for repayment, provided that the total monthly amount being paid back, even in multiple instances of overpayments, is a minimum of \$25. Additional overpayment options may be utilized, if approved, when unique circumstances exist:
  - 1. Lump sum repayment.
  - 2. Equal payments to be completed by the end of the school year.
  - 3. Equal payments spread over one year.
  - 4. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.

Repayment will begin in the warrant following individual notification that such repayment is necessary.

- C. Any additional salary improvements authorized and funded by the state and received by the District during the life of this contract will be granted to bargaining unit personnel by a uniform salary schedule percentage improvement.
- D. If requested by the unit, a salary compensation study will be conducted every three years beginning with the fall of 2005. The process utilized will be jointly decided by the Association and the District.
- E. Salary Schedule Placement:
  - 1. All regular District experience will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time.
  - 2. All substitute District experience of at least six (6) consecutive months in duration in the same bargaining unit position, regardless of the number of hours worked per day, will count toward salary schedule placement. The employee is responsible for requesting salary schedule credit for substitute experience as outlined in this provision at the time of hire in a regular position.
  - 3. The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the educational support employee receives workers' compensation benefits shall be exceptions to this clause and shall not be considered breaks in service.

- F. Employees who work less than 4 hours per day in ESP positions (with regular daily hours) are not eligible for insurance benefits. In order to establish consistent methods for the payment of wages, these employees will be paid in 10 even amounts from September through June.

For NEW hires or current employees who move into ESP positions of 4 hours or more per day, wages will be paid in 12 even monthly installments from September through August.

For continuing employees who work 4 hours or more per day in ESP positions, wages will be paid automatically in 12 even monthly installments from September through August unless the employee requests in writing 10 payments. Requests must be made annually to continue the 10-month payment process. Once an employee moves to payments over 12 months, the 10-month option is no longer available to him/her.

The district will provide an education process to inform employees regarding implications of choosing 10 month or 12 month payment plans.

Reminders to employees about the annual election of choosing 10 payments will be provided in one paycheck prior to the end of the school year and in the SEA Views.

Implementation will be as follows:

Beginning Fall 2002: All new hires or current employees moving into positions of 4 hours or more will be paid in 12 even installments.

Spring/Fall 2002: Current Employees in positions of 4 hours or more who have previously chosen the 10 month option will now be required to provide annual notification in writing.

- G. Hours worked prior to the opening of school will be paid on the October pay warrant.
- H. The rate of pay for an employee filling any position in an out-of-class capacity shall apply from the first day in the position. The rate of pay will be at the level assigned to the position being filled; and at the step which provides the out-of-class employee at least a \$.10 per hour increase in pay. Current existing employees within the office have first right of refusal to fill out-of-class vacancies at the site, if deemed qualified by the supervisor.
- I. Itinerant secretaries will be paid according to the level of the person whom they have been called to substitute, but not less than a level 6.
- J. A salary compensation survey will be available every three years to any unit upon request. Comparison will be with peer and local districts with adjustments to be discussed when compensation falls below the fourth district surveyed.

## **Section 2 - Stipends**

- A. **Education Stipend** -- Employees will earn a stipend for acquiring the following education levels. Each employee can only earn one education stipend per year.
  1. 4 year college degree - \$400 stipend, or
  2. 2 year college degree - \$300 stipend

- B. **Certificate Stipend** -- Employees will earn a stipend of \$200 for completion of a certificate related to the assignment, as approved by the supervisor. Each employee can only earn one certificate stipend per year.
- C. **Training Stipend** -- Employees will earn a \$200 stipend for completion of annual training topics. Topics will be decided upon jointly by the District and the Association, and training will be approved by the supervisor. Each employee can only earn one training stipend per year.
- D. **Clothing/Supplies/Materials Stipend** -- Employees will receive a stipend of \$200 in recognition of position requirements for clothing, supplies and materials. Each employee can only earn one clothing/supplies/materials stipend per year, prorated by FTE.
- E. **Longevity Stipend** -- Employees shall receive a \$200 longevity stipend in February for having completed 20 years of employment with the district as of the previous August 31.
- F. **Grandparent Stipend** -- Employees who were hired prior to September 1, 2006 who have earned stipends in excess of the total dollars offered for stipends as noted above will receive a Grandparent stipend in the amount of the difference between the average total stipend amount earned in the previous three years (2003-04; 2004-05; 2005-06) and the current available stipend amount. This Grandparent stipend shall remain the same once established for each individual.
- G. **Non-twelve Month Employee Stipend** - Non-twelve month employees will earn a salary increment stipend in consideration of the fact that these non twelve-month employees are only eligible to earn a limited number of paid vacation days off, regardless of their years of service. Employees will have a choice of a lump sum amount or a monthly stipend paid from December through June. Once a payment selection plan is made the District will continue to use the same payment method unless informed by the employee. This stipend will be calculated based on annual salary as of December 1 according to the following schedule:

<u>Years of Service</u>	<u>Stipend %</u>
1 <sup>st</sup> -4 <sup>th</sup> years	2.65%
5 <sup>th</sup> -9 <sup>th</sup> years	3.71%
10 <sup>th</sup> -24 <sup>th</sup> years	5.83%
25 <sup>th</sup> plus years	6.98%

### **Section 3 - Benefits**

- A. The District will provide toward the employee's health insurance benefits program the amount of individual state appropriation allotted per month per full-time employee (FTE) for this purpose. Such premium money will be applied toward basic life insurance at the group rate; long-term disability, vision, and dental insurance at the composite rate; and a district-approved medical plan of the employee's choice at the composite rate. The District will also pay the monthly cost per FTE billed by the state for retirees' health benefits.
- B. Any additional District contributions during the life of this Agreement will be provided as a result of new legislation and/or modification of the state operating budget which authorizes and funds such improvement in the District contribution. Furthermore, benefits provided will be in accordance with state and federal rules and regulations. Sections that may prove to be out of compliance or may be amended or nullified by state or federal laws will be brought into compliance with the laws, rules, and regulations in effect. Compliance required will be communicated to the Association.

- C. Eligible employees for benefits are those employees who work at least half time or more in a regular position. The District will use 1440 hours for an FTE for calculation of basic health benefits. The formula for calculation to be days x hours divided by 1440 equals percentage of an allowable monthly benefit amount.
- D. An eligible employee and dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits. The open enrollment period for all employee benefits will be on an annual basis determined by the plan administrator. If an employee has a change in family or employment status outside the annual open enrollment period, changes may be requested by completing the required paper work within thirty (30) calendar days of the qualifying event. Acceptance and approval of the changes made by an employee are subject to the terms and conditions of the master contract and plan description of the insurance carrier or the IRS rules and regulations.
- E. Fringe benefit pooling practices will be in accordance with RCWs.
- F. Employees shall have access to flexible benefits plan (under Section 125 of the IRS Code) for District-designated benefits for all employees who qualify for health benefits.
- G. Employees will have access to purchase district-sponsored optional insurance benefits payable through the payroll deduction plan.
- H. The District shall provide automatic payroll deduction for health club fees at the employee's option.
- I. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.
- J. The Association will annually notify the District of its intention to participate in VEBA III.
- K. The Employee Benefits Communication Committee (EBCC) will continue to review employee health insurance program options. SEA will work with the District to educate members about the advantages of the health management services benefit program to reduce anticipated premium increases.

## **ARTICLE VI - SETTLEMENT OF GRIEVANCES**

### **Section 1 - Definitions**

- A. A grievance is defined as an alleged violation of a specific term of this Agreement or a dispute regarding an interpretation of the Agreement.
- B. A grievant shall mean an individual employee or the Association.
- C. To the extent that time limits are expressed in days, days shall refer to school days when school is in session during the student calendar, and actual business days during the summer.

### **Section 2 - Time Limits**

- A. Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process, except that any grievance shall be processed during the period in which the parties involved are available.
- B. A grievant must file a grievance within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later.
- C. Grievances regarding assignment/transfer will follow the steps described below:
  - 1. From the time an employee was notified of a reassignment, involuntary transfer, other change of position, or was notified that he/she was not selected for a voluntary transfer, the employee will have five (5) days to file a formal written grievance.
  - 2. Once the grievance is filed it will be expedited.
  - 3. If the Superintendent or his/her designee rules in favor of the grievant, the grievant will be offered the position that was grieved. The employee originally selected for the transfer will be returned to his/her former position. If the grievant is denied the grievance, the grievant may appeal the grievance to arbitration. However, the transfer position will be permanently filled by the employee who was selected.
- D. Failure of either party to comply with the time limits set forth herein will serve to declare the grievance as settled based upon the last request made or last answer provided, and no further actions shall be taken.
- E. The time limits as specified herein may be extended by mutual concurrence of the parties; provided however, no request for extension of time limits shall be made by either party after the applicable time limits in any of the grievance steps have already expired.
- F. The parties agree not to use the concept of a continuing grievance.

### **Section 3 - No Reprisals**

There shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.

#### **Section 4 - Submission of Grievances**

- A. Each grievance will be submitted separately except in cases wherein both the District and the Association mutually agree to have more than one (1) grievance handled at one time.
- B. If a grievance affects a group of employees or the Association, the Association may initiate and submit a Class Action or Association grievance in writing to the District superintendent directly, signed by the president of the Association, and the processing of such grievance shall be commenced at Step Two.
- C. If an employee is aggrieved by an action or non-action of an administrator above the supervisor, Step One of the procedure shall begin with the responsible administrator.

#### **Section 5 - Grievance Processing Steps**

- A. Informal Step** – Within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later, an employee shall notify his/her supervisor of the concern. The employee shall then attempt to resolve the grievance informally with his/her immediate supervisor or principal.

The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Thus, an employee who believes he/she might file a grievance shall discuss it first with the principal or immediate supervisor. This informal discussion will not be bypassed unless it is an Association or class action grievance. Every effort shall be made to resolve the problem at this level in an informal manner. An employee requesting such a meeting shall identify the subject of the concern. If the problem-solving is unsuccessful, the following steps shall be followed in the processing of the formal grievance.

- B. Step One** – If the complaint is not resolved it shall be reduced to writing by the grievant and submitted to the Principal or Supervisor within five (5) days of the response at the Informal Step. A written grievance should include the article, section, and the specific term(s) violated or misinterpreted, the specific factual basis for the grievance, the relief sought and the grievant's name and signature (see Addendum). Upon receipt, the Principal or Supervisor shall arrange a conference to discuss the written grievance. The grievant and an association representative (if the grievant desires) will be present at the conference, Human Resources or co-supervisors may also attend the meeting to assist in discussing a resolution. If the Association is not in attendance, they shall be notified of the Step 1 grievance meeting. Within five (5) days following the conference, the supervisor will provide the grievant and the Association with a written response to the grievance. Such response will include the basis upon which the decision was based.
- C. Step Two** – In the event that the grievant is not satisfied with the disposition of the grievance at Step One, he/she shall within five (5) days refer the grievance in writing to the superintendent or his/her designee. The District Superintendent or designee shall meet with the grievant in order to discuss the grievance and possible resolutions, and shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.
- D. Step Three** – Conciliation. Grievances which are unresolved at Step Two may by mutual agreement, be discussed at a Labor Management meeting provided the request is made within five (5) days following termination of Step Two. All pertinent facts and information available will be reviewed in an effort to resolve the grievance through conciliation.

**E. Step Four** – The parties to this Agreement agree to submit to arbitration any grievance which has not been resolved through the use of the above enumerated grievance steps and procedures, provided it is submitted within ten (10) days following Step Three of the grievance procedure. The Association will notify the other party in writing that the matter is to be submitted. The arbitrator to hear the case shall be chosen using the process described in the following section of this article. The arbitrator shall follow the rules of the American Arbitration Association and/or the Federal Mediation & Conciliation Service and shall have no authority to extend, alter, or modify this Agreement or its terms. The arbitrator shall limit his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages. The arbitrator shall make a written report of his/her findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded. The arbitrator's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbitrator's decision.

### **Section 6 - Selection of the Arbitrator**

If the grievance is not resolved at Step Three of the grievance processing steps (or through mediation), and is not subject to the exclusions herein, the Association, at its sole discretion, may advance the grievance to final and binding arbitration within twenty (20) days of receipt of the Step Three response. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service (FMCS) or the American Arbitration Association (AAA). The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

### **Section 7 - Costs**

The District and the Association shall each bear its own expenses involved in the processing of a grievance. The two (2) parties shall share equally the cost of the arbitrator.

**ARTICLE VII - DURATION AND SIGNATORY PROVISION**

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2012. At any time that rules, regulation, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.

\_\_\_\_\_  
President,  
Spokane Education Association

\_\_\_\_\_  
President,  
Board of Directors

\_\_\_\_\_  
Bargaining Co-Chair,  
Spokane Education Association

\_\_\_\_\_  
Secretary,  
Board of Directors

\_\_\_\_\_  
Bargaining Co-Chair,  
Spokane Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM A - SALARY SCHEDULE**

**Sept. 1, 2010**

**SPOKANE SCHOOL DISTRICT NO. 81  
SECRETARIAL-CLERICAL SALARY SCHEDULE - SC, 2010-2011**

LEVEL	STEP	EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS			
		0	1	2	3	4	5-8	9-13	14-18	19-23	24
4	Annual	23,691.32	24,876.16	26,127.44	27,440.38	28,814.82	30,258.26	31,768.26	33,371.81	35,039.41	36,803.08
	Monthly	1,974.28	2,073.01	2,177.29	2,286.70	2,401.24	2,521.52	2,647.36	2,780.98	2,919.95	3,066.92
	Hourly	11.39006	11.95969	12.56127	13.19249	13.85328	14.54724	15.27320	16.04414	16.84587	17.69379
5	Annual	24,542.36	25,772.78	27,072.09	28,431.79	29,859.25	31,350.74	32,921.05	34,573.88	36,305.53	38,133.22
	Monthly	2,045.20	2,147.73	2,256.01	2,369.32	2,488.27	2,612.56	2,743.42	2,881.16	3,025.46	3,177.77
	Hourly	11.79921	12.39076	13.01543	13.66913	14.35541	15.07247	15.82743	16.62206	17.45458	18.33328
6	Annual	25,393.39	26,669.36	28,016.75	29,423.26	30,903.66	32,443.17	34,073.81	35,775.92	37,571.60	39,463.38
	Monthly	2,116.12	2,222.45	2,334.73	2,451.94	2,575.31	2,703.60	2,839.48	2,981.33	3,130.97	3,288.62
	Hourly	12.20836	12.82181	13.46959	14.14580	14.85753	15.59768	16.38164	17.19996	18.06327	18.97278
8	Annual	27,213.72	28,558.63	30,004.60	31,509.63	33,083.63	34,748.75	36,480.39	38,308.11	40,231.88	42,251.77
	Monthly	2,267.81	2,379.89	2,500.38	2,625.80	2,756.97	2,895.73	3,040.03	3,192.34	3,352.66	3,520.98
	Hourly	13.08352	13.73011	14.42529	15.14886	15.90559	16.70613	17.53865	18.41736	19.34225	20.31335
9	Annual	28,176.87	29,588.29	31,061.31	32,600.82	34,241.33	35,940.96	37,734.15	39,621.03	41,611.29	43,695.23
	Monthly	2,348.07	2,465.69	2,588.44	2,716.74	2,853.44	2,995.08	3,144.51	3,301.75	3,467.61	3,641.27
	Hourly	13.54657	14.22514	14.93332	15.67347	16.46218	17.27931	18.14142	19.04857	20.00543	21.00732

Revised 5/24/2010  
Printed 6/23/2010

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SS-SC-1

High school office manager/business manager provisions to continue as per prior agreement.

## **ADDENDUM B - NONCOMPULSORY WORKDAYS**

- A. Each employee working less than twelve months shall have the option of working additional supplemental workdays. Employees may use their noncompulsory days before, after, or during the student year.

### Secretarial/Clerical

1. Each employee shall have the option of working extra workdays. Such time will be in increments of no less than one hour for periods of time one hour or longer. Each employee shall determine how this time is to be spent subject to the approval of his/her supervisor. Such time will be reported using the appropriate form.
2. Employees shall have six (6) additional paid optional days per year plus one designated day (see 4. below). The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. Workdays may include attendance at workshops for which the supervisor has approved.
3. These days may be broken up into hourly increments for use during the school year in conferencing with supervisors or staff or in the performance of other duties or may be used before or after the student year.
4. One (1) additional day will be used for required training as designated by the District (as described in Article III, Section 26 of the Staff Development section of this Agreement).

### Library Clerks

1. Each employee shall have the option of working extra workdays. Such time will be in increments of no less than one hour for periods of time one hour or longer. Each employee shall determine how this time is to be spent subject to the approval of his/her supervisor. Such time will be reported using the appropriate form.
  2. Three (3) additional days may be used in increments of not less than one (1) hour. This time must be submitted on a special pre-printed hourly timesheet.
  3. One (1) additional day will be used for required training as designated by the District (as described in Article III, Section 26 of the Staff Development section of this Agreement).
- B. Each employee working twelve months shall have the option of working three (3) additional supplemental workdays to be used for time spent in training and/or for workshop fees.
- C. If the principal deems it necessary, one (1) employee at the elementary and middle school level will be required to work semester break day as a compulsory workday. The supervisor, in coordination with the clerical employees at the site, will identify which employee will work the compulsory day. For the identified employee, the time worked will not be deducted from the employee's TRI/float balance.
- D. All supplemental workdays require prior supervisory approval.
- E. Supplemental days/time worked may not result in overtime.
- F. A supplemental day shall equal the number of regular hours assigned to the employee and are prorated for a partial year worked. Workdays may include attendance at workshops for which the supervisor has approved.
- G. In lieu of up to one and one half of the above noncompulsory days, employees may utilize an equivalent amount of money to reimburse tuition or workshop fees for classes or workshops related to their employment. Such fees to be claimed as time as opposed to actual tuition fee reimbursement.

## ADDENDUM C - FAMILY AND MEDICAL LEAVE

### A. Family and Medical leave:

1. An eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1 - August 31). A regular employee shall first become eligible for family and medical leave following the adjusted anniversary of his/her date of hire. Employees other than regular employees shall be eligible, according to the eligibility provisions established in the family and medical leave act.
2. An eligible employee is entitled to family medical leave for:
  - a. the birth of a child and to care for such child.
  - b. the placement of a child with the employee for adoption or foster care that requires State action.
  - c. caring for the employee's seriously ill spouse, parent, child under eighteen (18) years of age or a child over age 18 who is "incapable" of self-care because of a mental or physical disability.
  - d. a "serious health condition" that makes the employee unable to perform her/his job functions.
3. For purposes of family medical leave:
  - a. "Incapable of self-care" means that he/she is incapable of performing several of the basic activities of daily life without the assistance of another person.
  - b. "Spouse" is defined in accordance with State laws. Unmarried domestic partners do not qualify for family medical leave to care for their partner.
  - c. "Serious health condition" covers conditions or illnesses affecting one's health to the extent that inpatient care is required or absences are necessary on a recurring basis or for more than a few days of treatment or recovery. Prenatal care is explicitly included; routine physical examinations are explicitly excluded.
4. If leave is taken for birth or placement for adoption or foster care and both spouses work for Spokane School District #81, the family medical leave that may be taken is limited to a combined total of twelve (12) workweeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.
5. Family medical leave shall be without pay for all or part of the leave. An employee may elect to use accrued sick leave to which he/she is entitled prior to going on unpaid family medical leave. When requesting family and medical leave, the employee shall notify the District of his/her intention regarding use of accrued paid leave to which he/she is entitled.

Spokane School District No. 81 shall be responsible for maintaining coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. If the employee fails to make timely payment of his/her portion of the premium, the District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health

benefits will be restored to the terms that would have been provided if the employee had continued employment for the duration of such leave.

If the employee fails to return from family medical leave the District may deduct from any sums owed to the employee for all premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

6. Family medical leave taken on an intermittent basis (such as working a reduced work-week) for purposes of birth or because of placement for adoption or foster care requires District approval. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously-ill family member or for the employee's own serious health condition and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternate position with equivalent pay and benefits. If the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.
7. For part-time employees and those who work variable hours, the family medical leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.
8. Upon returning from family medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
9. An employee who plans to take family medical leave must provide the District with the written notice at least thirty (30) days in advance, unless the leave is not foreseeable, in which case the employee must notify the District as soon as possible.

Employees should consult with their supervisor when giving notice regarding planned medical treatments and make reasonable efforts to schedule the leave so as to not unduly disrupt the District's operations, subject to the approval of the health care provider.

The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family medical leave regarding the employee's status and intent to return to work.

10. The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:
  - a. take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
  - b. be transferred to an alternative position.

Instructional employees who request a period of leave near the end of an academic term may be required to continue taking leave until the end of the term.

**ADDENDUM D**

**SEPTEMBER**

M	T	W	T	F
	31	1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

**OCTOBER**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**NOVEMBER**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

**DECEMBER**

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

**JANUARY**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
★24	25	26	27	28
31				

**Significant Dates**

August 31	.....	Teacher Collaboration Day
September 1	.....	Teacher Workday
<b>September 2</b>	.....	<b>First Day of School</b>
September 6	.....	Labor Day
November 11	.....	Veterans Day
November 12	.....	School Break Day - No School
November 18-24	.....	Elementary Conferences
November 25-26	.....	Thanksgiving Holiday
December 20-31	.....	Winter Break/Holidays
January 3	.....	Back to School
January 17	.....	Martin Luther King, Jr. Holiday
January 24	.....	Semester Break Day/ No School/Snow Makeup Day
February 18	.....	School Break Day/ No School/Snow Makeup Day
February 21	.....	Presidents' Day
March 28 - April 1	.....	Elementary Conferences
April 4-8	.....	Spring Break
May 30	.....	Memorial Day
June 15	.....	Last Day of School (Unless extended by snow makeup days)
June 16	.....	Designated Snow Makeup Day
June 17	.....	Designated Snow Makeup Day

**Elementary Grading Periods**

End of First Trimester	.....	November 23
End of Second Trimester	.....	March 15
End of Third Trimester	.....	June 15

**Elementary Reporting To Parents**

<b>FIRST GRADING PERIOD</b>	
Conferences/Progress Reports	..... Nov. 18, 19, 22, 23, 24
<b>SECOND GRADING PERIOD</b>	
Conferences/Progress Reports	..... Mar. 28, 29, 30, 31, Apr. 1
<b>THIRD GRADING PERIOD</b>	
Progress Reports	..... June 15
Kindergarten Checklist	..... November 18-24

**Secondary Grading Periods**

End of First Quarter	.....	November 2
End of First Semester	.....	January 21
End of Third Quarter	.....	April 1
End of Second Semester	.....	June 15

**Secondary Reporting To Parents**

First Quarter Report Cards	.....	November 15
First Semester Report Cards	.....	February 2
Third Quarter Report Cards	.....	April 19
Second Semester Report Cards	.....	June 21

**FEBRUARY**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	★18
21	22	23	24	25
28				

**MARCH**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

**APRIL**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**MAY**

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

**JUNE**

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	★16	★17

**Legend**

- Holiday
- School Break Day - No School
- ★ Designated snow closure makeup days:  
#1 January 24      #2 February 18  
#3 June 16        #4 June 17



**Spokane Public Schools Calendar 2010-2011**

## ADDENDUM E – PRESCRIBED CONSEQUENCES FOR STUDENT BEHAVIOR

### Exceptional Misconduct

The following behaviors have been deemed by the District, SEA, and members of a parent Ad Hoc Committee to be so serious in nature and/or so serious in terms of the disruptive effect upon the operation of the school as to warrant an immediate resort to the identified prescribed consequences. Any record of exceptional misconduct will be kept in the student’s cumulative file and forwarded to the next grade level K-12.

#### Student Serious Behavior Discipline

Serious Behaviors	Short-Term Suspension	Long-Term Suspension	Expulsion/ Emergency Expulsion	Police Notification Request	Notification of District Security
Fire Arms			1st Offense	✓	✓
Use & Possession of Drugs/Alcohol	1st Offense re-entry plan required	2nd Offense re-entry plan required	3rd Offense re- entry plan required		✓
Sale & Distribution of Drugs/Alcohol			✓	✓	✓
Assault Staff	K-2    3-5 Days 3-6    5 Days 7-12   10 Days 1st Reckless Offense re-entry plan required school evaluation		Severe Assault or 2nd Reckless Offense  re-entry plan required mental health evaluation		✓
Threaten Staff	K-2    3-5 Days 3-6    5 Days 7-12   10 Days Indirect Threat 1st Offense re-entry plan required school evaluation		Severe Threat or Indirect Threat 2nd Offense  re-entry plan required mental health evaluation		✓
Possession of Dangerous Weapons or Explosive Device	Possession Only K-2    3-5 Days 3-6    5 Days 7-12   10 Days 1st Offense re-entry plan required		Possession with intent to use or 2nd Possession Offense  re-entry plan required mental health evaluation	✓	✓

## **ADDENDUM F - SECRETARIAL/CLERICAL CATEGORY LIST FOR TRANSFERS - JOB CLASSIFICATIONS**

There are five levels of secretarial/clerical positions. Listed under each level are highlighted job classifications. Listed beneath each classification are position(s) for which lateral transfers may occur. Secretarial/Clerical personnel must meet qualifications in order to laterally transfer to another job with that job classification.

### **Level 4**

#### **Clerk/Secretary Classification**

Mail Clerk

Becca Bill Clerk/Secretary

#### **Medication Aide Classification**

### **Level 5**

Library Clerk

### **Level 6**

#### **Secretary Classifications**

Attendance Secretary

Assistant Secretary - Elementary, Middle, High School

Capital Projects Secretary

Warehouse Secretary

Nutrition Services Secretary

Bryant Secretary

Guidance Secretary

ITSC Secretary

Itinerant Secretary

Maintenance Office Assistant

Middle School Secretary and Clerk/Secretary, Middle School

Special Programs Secretary

Indian Education Secretary

KSPS Secretary

Student Office Secretary

Sub Caller, Express

Receptionist, School Support Services

Student Records Secretary

#### **Bookroom Assistant**

Bookroom Assistant

#### **Financial/Accounting/Bookkeeper Classifications**

Bookkeeper, High School and Bryant

Financial Clerk, Libby

## **Level 8**

### **Secretary II Classifications**

Curriculum Secretary  
On-Track Academy - Havermale East Secretary  
Secretary, ITSC  
Secretary, Teaching and Learning  
Secretary, Special Education  
Secretary, Student Services  
Secretary, Community Relations  
Security Systems Secretary

### **Lead Bookkeepers, Secretary/Bookkeepers, Cashiers Classifications**

Cashier, Accounting  
Accounts Payable Clerk  
Lead Bookkeeper, High School and Bryant  
Secretary/Express Bookkeeper

### **Data Processor**

Data Processor

## **Level 9**

### **Office Manager Classifications**

Office Manager, Bancroft  
Office Manager, Bryant  
Office Manager, Elementary  
Office Manager, Havermale  
Office Manager, High School  
Office Manager, Libby  
Office Manager, Middle School  
Office Manager, Career and Technical Education  
Office Manager, Skills Center  
Office Manager, Special Programs

**ADDENDUM G**

**School Allocation of Hours for Library Clerk Time**

Middle and High School allocations are as noted below. For elementary schools, allocation will be made during spring staffing for the following school year and will be based on individual school enrollment projections.

12 hours per week X 36 weeks = 432 hours X 35 schools = 15,120 hours

**ELEMENTARY SCHOOLS - With 1.0 Library Media Specialists**

Enrollment	Classified Support Hours/Week
<410	3.0
410 - 499	6.0
500+	9.0
601+	12.0

NOTE: Elementary schools with .5 Library Media Specialists will have a minimum 9 hours per week Library Clerk support.

**MIDDLE AND HIGH SCHOOLS**

Middle Schools	15.0
Havermale	15.0
High Schools	20.0