

2014-2017 AGREEMENT
BETWEEN
QUINCY SCHOOL DISTRICT
AND
QUINCY EDUCATIONAL SECRETARIES' ASSOCIATION

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PREAMBLE

Pursuant to RCW 41.56, this constitutes an agreement between the Employer, the School board and the Quincy Educational Secretaries Association, which is affiliated with the Washington Education Association, the National Education Association and the North Central Washington UniServ Council.

The parties agree that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith, with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions; promote effective methods for prompt adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the employer.

The parties agree that in areas of possible conflict with the adopted District Affirmative Action Program, the local Affirmative Action Program will take precedent over any other Agreement entered into by the parties so the School District may remain in compliance with Executive Order #11245, revised order #4 and other pertinent HEW and WHRC guidelines.

ARTICLE I. ADMINISTRATION OF AGREEMENT

Section A. Definitions

1. The term "**District**" shall mean the Quincy School District, Grant County, Washington State; or its agents.
2. The term "**Board**" shall mean the Board of Directors of the Quincy School District.
3. The term "**Management**", to which the Agreement is applicable, shall mean the Board and the Superintendent.
4. The term "**Association**" shall mean the Quincy Educational Secretaries' Association, which is affiliated with the Washington Education Association, the National Education Association and the North Central Washington UniServ Council.
5. The term "**Parties**" shall mean the District and the Association.
6. The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the parties.
7. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
8. The term "**President**" shall mean the President of the Association or his/her designee.
9. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement.
10. The term "**day**" shall mean any day the district business office is open for business

with the public.

11. The term "**RCW**" shall mean Revised Code of Washington.

12. The term "**WAC**" shall mean Washington Administrative Code.

13. The term "**SPI**" shall mean the office of the Washington State Superintendent of Public Instruction.

Section B. Recognition

The Board and Superintendent recognizes the Association as the exclusive bargaining representative of all secretarial employees of the District, excluding all certificated employees and any classified employee outside the secretarial bargaining unit and any employee whose duties imply a confidential relationship to the Superintendent and the Board, for the purpose of consulting and negotiating on appropriate matters applicable to any and all employees in the units.

Section C. Temporary Vacancies

Vacancies in established regular bargaining unit positions shall not be filled by temporary employee(s) for more than forty (40) working days. Established bargaining unit positions are those which are not seasonal, filled on an overflow basis, or subject to short-term financing.

Section D. Position Descriptions

The District agrees to submit to the Association job responsibilities and job descriptions for each employee covered by this Agreement. The job descriptions shall be available prior to the signing of succeeding Agreements.

Section E. Distribution of Agreement

Following ratification of this Agreement the Association shall prepare a draft of the Agreement for District review and mutual editing. After agreement has been reached on the edit of the Agreement, the District shall print two (2) copies for signing One (1) copy shall be retained by the District and other copy by the Association. The District will make an electronic copy of the agreement available to all members via the District website.

Section F. Joint Meetings.

The Superintendent agrees to meet with the Association representative/members to discuss matters of concern. Such meetings may be requested by either party and shall occur quarterly. Additional meetings must be mutually agreed upon.

These meetings shall not be grievance resolutions nor collective bargaining sessions.

ARTICLE II. BUSINESS

Section A. Dues Deduction

1. **Members**: Upon receipt of a written authorization the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA and UniServ.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee during the thirty days immediately preceding the start of the student school year. Dues deduction forms must be delivered to the business office within thirty days from the start of student school year, or within thirty days of an individual's beginning date of employment, whichever is later.

2. **Voluntary Representation Fee**: No member of the bargaining unit shall be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, may choose to pay a representation fee to the Association. The amount of the representation fee shall be determined by the Association, and transmitted to the Business Office in writing. The representation fee shall be an amount equal to the regular dues for the Association membership including NEA, WEA, UniServ and WEA. Non-members shall be neither required nor allowed to make political (WEAPAC or NEAPAC) deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit pursuant to RCW 41.56.

Section B. Scope of Negotiations

It is understood and agreed by the Parties that matters appropriate for negotiations between the parties shall relate to salaries, hours, working conditions, and grievance procedures.

Section C. Management Rights

Management retains the right and obligation, according to Board policy to:

1. Direct employees covered by this Agreements.
2. Hire, promote, assign, and retain employees and to suspend or discharge employees for proper cause.
3. Relieve employees from duty because of lack of work or other legitimate reasons.
4. Determine the method, number and kinds of personnel by which operations undertaken by employees are to be conducted.
5. Discuss with the Association changes in personnel practices that are of concern to employee's within the Association.
6. Discussion and negotiations and the handling of grievances, formally or informally, shall take place whenever possible on school time.
7. Three (3) people appointed by the Association will meet with the Superintendent and/or his designated representative to discuss appropriate matters.

Section D. Association Rights

Visitation rights shall be granted to the designated representative of the Association to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the District of his/her arrival and for what purpose the visitation is requested.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Due Process and Just Cause

1. **Just Cause**: No employee will be disciplined or adversely affected without just cause.
2. **Written Grounds**: The specific grounds forming the basis for disciplinary actions shall be made available to the employee and the Association in writing at the time discipline action is taken.
3. **Hearings**: Employees shall have the right to a fair hearing and confrontation of witnesses.
4. **Association Representation**: Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision prior to the action being taken.
5. **Privacy and Confidentiality**: Any criticism of an employee by any agent of the District and all disciplinary actions shall be made in private and in confidence and never in the presence of students, parents, other employees, or at public gatherings.
6. **Complaints Against Employees**: Any complaint against an employee that may lead to disciplinary action shall be promptly called to the attention of the employee. No complaint against an employee may be used in a disciplinary action against that employee unless the complaint was discussed with the employee in a timely fashion.

Section B. Transfer of Previous Experience

1. Any newly hired employee who has previous secretarial experience in any School District in the State of Washington, shall be given his/her longevity credits in the District.
2. The longevity credit to be transferred shall be applicable to all benefits herein including Schedule Appendix A, except the seniority provisions.

Section C. Safety (First Aid and Fire Prevention Courses)

Since it is mutually recognized by the Parties that District Safety is paramount, the District shall provide first aid and fire prevention courses to all employees. It is agreed that all employees shall be vigilant in seeking out unsafe or hazardous conditions and will report them immediately to the appropriate personnel for correction.

Section D. Seniority

Promotion, retention, and special services within the bargaining unit shall be instituted on a seniority basis.

1. **Definition**: The seniority of an employee shall be established as of the date on which the employee was hired as a member of the bargaining unit. (hereinafter referred to as "hire date").

The District shall prepare and maintain the seniority list ranking each employee from greatest to least seniority. A copy of the seniority list and subsequent revisions shall be furnished to the Association President.

2. **Loss of Seniority:** The seniority rights of an employee shall be lost for the following reasons:

- a. Resignation;
- b. Discharge for any reason contained in this Agreement;
- c. Transfer to a non-bargaining unit position
- d. Retirement; or

Seniority rights of an employee shall not be lost for the following reasons:

- a. Time lost by reason of industrial accident, industrial illness or jury duty.
- b. Time lost on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- c. Time lost due to a general layoff brought about by a reduction of force within the District.

Section E. Assignment and Transfer

1. **Assignments:**

a. **Definition:** An assignment shall mean the placement of an employee to a position within the bargaining unit. A position shall be defined as a job classification within or without the building(s) in which the employee is stationed.

b. **Assignment Notice:** All employees presently employed will be given written notice of their specific building assignments for the forthcoming year not later than June 1.

2. **Transfers:**

a. **Definition:** A "transfer" shall mean a change from an employee's current assignment to a different assignment, within the bargaining unit.

b. **Vacancies:** The district shall hire the best-qualified applicant for each position. All qualifications for any posting will be set out in the posting. Interested members of the association shall be given an opportunity to test and interview for open positions. If all applicant qualifications are equal, the position will be offered to the most senior in-district applicant.

c. **Involuntary Transfers:** Involuntary transfers shall be made only when necessary. When such transfers are made, they shall be accompanied with a written explanation of the reasons. Employees transferred involuntarily shall be transferred only for good cause. Written notice of 10 working days shall be given to the employee before the transfer takes place.

3. **Vacancy and Posting of Jobs:**

a. **Posting:** All vacancies occurring during the work year shall be posted to the Association and posted in each building for a minimum of ten (10) days. During vacation periods, the District shall notify association members of the postings by mail.

b. **Notice to Applicants:** All employees requesting a transfer to a vacancy or new position shall be notified within five days of the employer filling the vacancy or new position. Employee who is not accepted shall be given the reasons thereof.

c. **Extra Hours:** Extra secretarial hours shall be offered to employees within the bargaining unit at their regular hourly rate. Extra hours shall be defined as district-level work of less than thirty (30) days or two-hundred forty (240) hours. The following stipulations shall apply:

1. Hours shall be offered first to those that have specialized training and are qualified/or have previously done the job as determined by the district.
2. Employees may only exceed a total of forty (40) hours per week, including regular and extra hours, with an extra hours position, with the express approval of the district.
3. Should there be more than one employee eligible for extra hours on the basis of 1 and 2 above, hours shall be offered by seniority on a rotating basis, as employees are available to add to their hours.
4. Any employee turning down extra hours shall be moved to the bottom of the rotating roster and not be eligible for additional hours until their name again reaches the top of the rotating roster.
5. Employees may notify the District at the start of each school year, if they are not interested in additional hours.
6. An extra hours position may be ended if the supervisor determines that the job is not being adequately performed and meets with the employee to inform them of the concerns. Extra hours shall not fall under ARTICLE III, Section F, Employee Evaluations.

d. **One year or Less Positions:** Temporary positions of one year or less may be filled by an existing employee with board approval. A temporary hire may take place when it is not known whether a position will become permanent. "Temporary" shall be defined for purposes of this agreement not to extend beyond thirty (30) working days. At the end of the temporary position the employee may return to their previous job with no loss of seniority or benefits. If a temporary position becomes a permanent position, the position will be considered vacant and Vacancy and Posting of Jobs (ARTICLE III, Section E) shall be followed.

e. **Training:** Adequate, timely training will be provided by the district for all positions.

f. **Hiring Committee.** The Association President shall appoint one (1) secretary to participate on a hiring team for any new or vacant secretarial position. The District shall use a consistent testing process for all new-hires that shall include skill tests relevant to the position.

4. **Layoff and Recall:**

a. **Definition:** The term “layoff” as used in this article shall mean action by the Board reducing the number of Employees in the bargaining unit.

b. **Layoff:** In the event of a necessary reduction in work force, the District shall first lay off the least senior employee(s) within our bargaining unit. Layoff shall be defined as a necessary reduction in the work force beyond the normal attrition for economic reasons only. The district must provide just cause in written form to the Association by June 1st. In no case shall a new employee be employed by the District while there are laid off employees qualified for a vacant or newly created position.

In the event of layoff, the District shall provide written notice to all affected employees and the President, on or before the last student day of the school year preceding the layoff. Employees not notified shall continue in employment for the following year unless there is just cause for termination.

Laid off employees may continue participation in district insurance programs by paying the regular monthly premium to the District, subject to carrier approval.

c. **Recall:** Employees that are laid off shall be placed in a re-employment pool. Recall of employees shall be by reverse order as determined by the final seniority list. Notification or recall shall be sent by certified or registered mail to the last known address as shown on District records. The notice shall include the time and date the employee is to report back to work. It is the employee’s responsibility to keep the District notified as to his/her current mailing address.

A recalled employee shall be given five (5) calendar days from receipt of the recall notice to inform the district if he/she will accept the position. An employee, who declines recall, shall forfeit his/her seniority rights provided the position offered is of equivalent monetary value and does not involve a reduction in total compensation.

Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years.

Employees shall not be “bumped” or reduced in seniority ranking by school employees not represented by the Association.

Section F. Employee Evaluations

1. **Evaluations:** Employees shall be evaluated by her/his immediate supervisor. An employee shall be given a copy of her/his evaluation report prepared by his/her supervisor at least one day before any conference to discuss it. No report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without an evaluation conference with the employee.

Every employee shall be evaluated annually at least five (5) days prior to the last student day. All monitoring or observations shall be conducted openly and with full knowledge of the employee.

2. **Evaluation Reports:** Written evaluation reports, attached herein as Appendix C, shall be presented in post-conferences to each employee by her/his immediate supervisor within five (5) days following its completion and in accordance with the following procedure:

a. Such reports shall be written in narrative form and shall include, when pertinent:

- (1) Strengths of the employee
- (2) Weaknesses of the employee
- (3) Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

3. **Negative Evaluations:** In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee shall be given ninety (90) working days to implement the remediation recommendation(s).

The District will provide a specific plan of assistance pursuant to paragraph 2.a.3 above to help implement the remedial plan.

The employee shall be reevaluated in writing within thirty days following the implementation of the remedial plan and monthly thereafter.

In the event any employee receives an evaluation that he/she considers to be negative, after discussion with immediate supervisor, that employee may request and shall be granted a meeting with the evaluator's supervisor. At the meeting the supervisor shall determine if there is reasonable basis for the employee to be granted a new evaluation.

4. **Failure to Improve:** Following the ninety day remediation period, if the employee has not demonstrated satisfactory improvement in the area(s) of weakness, the Superintendent and the employee shall be notified in writing of the lack of improvement along with specific documentation. Lack of necessary improvement may constitute grounds for termination.
5. **Opportunity for Rebuttal:** The employee shall have the opportunity to write and attach a rebuttal to her/his evaluation(s).

Section G. Employee Protection:

1. **District Insurance:** The District shall provide such insurance for the protection of employees as is required by RCW 28A.58.425 and upon annual renewal will provide employees with a written summary of the coverage they have under the provisions of District insurance policies. The District shall notify the President of any changes in insurance coverage.
2. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the Superintendent at the earliest possible time.
3. **Absence Due to Attack or Injury:** Whenever an employee is absent from employment as a result of physical attack or injury sustained in the course of employment, including travel between work sites and that qualify for Industrial Accident and Workman's Compensation coverage, a pro-rata portion of sick leave may be used, which when added to the above compensation shall equal, but not exceed, the employee's normal salary.

Section H. Substitute Log-Ins.

Substitute secretaries shall be given a log-in for the Skyward Student System and a District log-in. The log-in shall not be the same as the log-in of the regular office secretary. Each substitute log-in shall be building specific. The District will implement this section by November 1, 2014 provided that it is technically possible to do so.

ARTICLE IV. LEAVES

Section A. Illness, Injury and Disability Leave (Sick Leave)

1. **Accumulation:** Leave with compensation for illness, injury and emergencies shall be granted and accrued at a rate not to exceed ten (10) days per year for each full-time employee (based on 1440 work shift hours). Less than full-time employees shall be granted sick leave in the same proportion as their part time work bears to full time work. Sick leave shall be earned one (1) day per month and shall be front-loaded each September. Upon resignation/termination mid-year, used but not earned sick leave shall be deducted from an employee's final pay. Sick leave shall be vested when earned and may be accumulated up to a maximum of one hundred eighty (180) days entitlement; provided, however, such absences in excess of five (5) consecutive days in any one year are supported by a doctor's certificate.

Employees' cumulative sick leave shall be allowed to accumulate to his/her credit the unused portion of the current sick leave as of August 31 of each year. Employees shall be notified of their accumulated sick leave as of August 31, at the time they receive their September 30 check.

2. **Dental or Doctor Appointments:** Dental or doctor appointments will be considered personal illness.
 - a. Usage other than working hours is encouraged.
3. **Family Illness:** The District shall grant an employee use of accrued sick leave to care for their immediate family. Immediate family shall be defined as: brother, sister, parent, spouse, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, step-children, grandchildren, grandparents, foster children. The District may require a signed statement from a licensed medical practitioner for those absences in excess of five (5) consecutive days.
4. **Termination of Benefits:** It is understood that all benefits are immediately and automatically canceled upon termination of employment either by resignation or discharge by the District.
5. **Sick Leave Transfer:** Accumulated sick leave can be transferred with the State as provided by RCW 28A.400.300.
6. **Injury on the Job:** Any employee injured on the job and receiving Workman's Compensation shall be insured for that portion of the employee's base monthly salary not compensated by Workman's Compensation. Benefits shall be augmented from sick leave benefits to equal the employee's base monthly salary; provided, however, the combination

of Workman's

- a. Compensation and sick leave benefits shall not exceed the employee's base monthly salary.

7. **Sick Leave Incentive Attendance Buy-Back Program**: In January of the year following any year at which a maximum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury in excess of sixty (60) days accumulated leave at a rate of one (1) day's monetary compensation for each four (4) days of accrued leave for illness or injury, which days shall be deducted from accrued leave time.

As an attendance incentive, employees will be given a stipend of (1) one day per diem pay per year if no sick leave is taken payable on the August paycheck

8. **Death or Retirement Sick Leave Buy-Back Program**: At the time of separation from district
 - a. employment due to retirement or death, an eligible employee or employee's estate shall receive
 - b. remuneration at a rate equal to one (1) day's monetary compensation for each four (4) days
 - c. accrued leave for illness or injury. All cash-out remuneration shall be at the employee's current salary rate. Employees may have the option of placing their accrued sick leave into a VEBA III account at the same rate as remuneration.

Section B. Emergency and Bereavement Leave

1. **Emergency**: For reasons of serious injury or serious illness or emergency in the immediate family, each employee shall be granted a maximum of seven (7) days leave each school year during which no deduction shall be made.
 - a. **Immediate Family**: Immediate family shall be defined as: brother, sister, parent, spouse, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, step-children, grandchildren, grandparents, foster parents.
 - b. **Serious injury and Serious Illness**: Serious injury and serious illness shall be defined as those which require hospitalization or the doctor's certification that the presence of the employee is necessary.
 - c. **Emergency**: Emergency shall be defined as a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence.
2. **Bereavement**: For reason of death in the immediate family, each employee shall be granted five (5) days maximum leave for each death during which no deductions shall be made. In case of multiple deaths, the leave would run concurrently. Additional days of leave may be available with the approval of the Superintendent. Days will be taken from sick leave or other available leave.
 - a. Immediate family shall be defined as: brother, sister, parent, spouse, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law,

step-parent, step-children, grandchildren, grandparents, foster parents, niece, nephew, aunt, uncle, marriage partners of the employee's children, parents, siblings, or those of the employee's spouse or any person living in the same household as the employee or any person who is a dependent of the employee.

b. One (1) day of bereavement leave is available for the death of anyone not listed above. To be deducted from accumulated sick leave.

Section C. Maternity Leave

Upon application by the employee, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section A, Sick leave above. Before returning to work, the employee must be certified by her physician as ready and able to return.

Section D. Paternity Leave

A male employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth of his child. Such leave shall be deducted from that accumulated pursuant to Section A, Sick Leave above.

Section E. Personal Leave

Section E. Personal Leave

1. Employees shall be entitled to three (3) paid personal leave days per year. A fourth day of personal leave shall be granted from the employee's accumulated sick leave. Personal leave is neither sick leave or bereavement leave. Paid personal leave may be accumulated up to six (6) days. A maximum of five (5) days may be taken at any one time including any compensatory time. Any paid personal leave days over the six days will be cashed out on a 1-1 basis on August 31. Notice of intended use shall be given in advance of such leave as soon as reasonably possible.
2. Employees shall be granted additional personal leave as a loyalty incentive in the amounts as follow;
 - a. One (1) additional day at the beginning of the tenth (10th) year of continuous service to begin in the 2012/13 school year.
 - b. Two (2) additional days at the beginning of the fifteenth (15th) year of continuous service to begin in the 2013/14 school year.
3. The employee shall use personal days in the following order: (1) loyalty incentive days, (2) paid personal leave and (3) personal leave with a sick leave deduction.

Section F. Leaves of Absence

1. **General Leave of Absence:** Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board, an employee

may be granted a leave of absence for a period of not to exceed one (1) year.

2. **Leave of Absence Due to Illness or Injury:** Due to illness or injury and upon recommendation of the attending physician and the Superintendent, and upon approval of the Board, an employee shall be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

3. **Employee Rights:** An employee on leave of absence shall retain the following rights:

a. The returning employee will be assigned to the position occupied before the leave of absence. Employees hired to replace employees on leave of absence shall be hired for a specific period of time. It shall be the responsibility of the employer to inform replacement employee of these provisions.

b. The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

Section G. Family and Medical Leave

Family and Disability Leave: Family and disability leave (including maternity and paternity leave) shall be granted in accordance with Federal and State statutes and Board Policy No. 5404.

1. **Family Medical Leave Act (FMLA):** In addition to any other leave provided for elsewhere in this Agreement, FMLA Leave will be provided as follows:

- a. **Eligibility:** Employees will be eligible for FMLA after twelve (12) months of employment, having worked a minimum of 675.00 hours (.50 FTE) in the last twelve (12) month period.
- b. **Usage:** Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12) month period for any of the following reasons:
 - (1) To care for the employee's child after birth, or placement for adoption or foster care;
 - (2) For a serious health condition of the employee, household member or relative.
 - (3) An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a 12 month period to care for the service member.

Sick Leave: A staff member may use accumulated, paid sick leave for the period of actual disability. For childbirth, this period will extend from the date of birth for a period not more than 60 days, unless an actual period of disability begins prior to the date of birth or continues beyond 60 days and is verified in writing by the employee's physician. Sick leave and FMLA shall be used consecutively, not concurrently.

Health Benefits: Employees on FMLA Leave will have access to their current health care benefits. The District will extend the employee's health benefit during this period of unpaid

leave. While in unpaid status, employees are responsible for remitting any out-of-pocket portion of the monthly premium to the District.

Employees who are eligible for and in need of accessing FMLA should contact the Human Resources Office for additional information.

ARTICLE V. FISCAL

Section A. Work Schedules and Overtime

1. **Work Schedules:** The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days rest (Saturday and Sunday). Each employee shall be assigned in advance to a definite shift with designated time of beginning and ending.
2. **Lunch Period:** Each normal work-day shall include an unpaid thirty (30) minute duty-free lunch period.
3. **Rest Periods:** All employees working in excess of three and one-half (3 1/2) hours shall receive a fifteen (15) minute uninterrupted rest period. Any employee working in excess of three (3) hours after their lunch period shall receive a fifteen (15) minute uninterrupted rest period. Any employee working seven (7) hours per day will be entitled to two (2) fifteen (15) minute rest periods, one prior to and one after their lunch, but no two (2) rest periods to run concurrently. Time for lunch and rest periods will be designated by the employee's Building Principal or Supervisor.
4. **Overtime:** All hours worked more than forty (40) hours per week, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly pay. Employees called for special services shall receive no less than two (2) hours pay per call at the rate of one and one-half (1 1/2) times the employee's base hourly rate. District paid holidays, and jury duty will be considered time worked. Sick Leave and-Compensatory time will not be used in the calculation of overtime.
5. **Compensation Time:** In the event an Employee works with supervisors permission beyond his/her specified working hours, the District shall grant time off in lieu of pay. Compensating time off shall be granted at the mutual agreement of the Supervisor and the Employee. Compensation Time may be accrued up to three (3) regular work days of the employee. The time must be used or cashed out to keep a balance of no more than three (3). Compensatory time may not be carried forward to the following school year
6. **School Closures and Delayed Openings:** In the event the district closes school due to inclement weather or other unusual circumstances, the superintendent shall notify radio and television stations in the area by 6:30 AM. When schools are closed to students because of such conditions, such closure shall apply equally to Employees. When schools are closed early for such reasons, employees are required to remain thirty (30) minutes after student dismissal. When schools start late, due to inclement weather, employees are expected to be at school thirty (30) minutes before the start of school. Employees shall suffer no loss of pay, benefits, or contractual or statutory advantages as a result of such closures.
7. **Early Release:** Early release days are defined as those days which are scheduled to be equal to,

or less than one-half (1/2), of a regular school day, such as conferences, the day before a holiday, and the last day of school. The employee may use one of the following options on these early release days, after the students have been dismissed for the day:

1. Work regularly scheduled hours.
2. Use personal leave for unworked hours.
3. Use compensatory time as accrued under Section A.5
4. Accept a deduction of pay for the unworked hours.

The employee shall notify their supervisor prior to the early release day of the option chosen.

Section B. Holidays

Employees shall receive the following paid holidays:

1. Labor Day
2. Veteran's Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Day before Christmas
6. Christmas Day
7. New Year's Day
8. Martin Luther King's Birthday
9. Washington's Birthday
10. Memorial Day

1. **Holidays on Weekends:** If one of the above holidays falls on a weekend, the employee shall be given one (1) day's pay at his base rate or add one (1) day to his/her annual vacation.

2. **Unworked Holidays:** Eligible employees shall receive pay equal to their normal work day at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked their last scheduled work day preceding the holiday and their first scheduled work day succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such scheduled work days, and the absence previous or after such holiday, but reason of such illness and/or authorized leave has not been longer than thirty (30) regular workdays.

Section C. Salary and Salary Payment

1. **Schedules:** Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in schedule A attached hereto as Appendix A.

2. **Retroactivity:** Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article VII. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, or in the case of retroactive pay resulting from negotiations pursuant to Article VII on the first regular pay day following agreement on such schedule.

3. **Increments:** Annual experience steps shall be granted to all employees on September 1 of each year during the term of this Agreement; provided, however, that new employees subject to this Agreement must have been hired prior to the last day of February in order to be eligible for an experience step during the first year.

4. **Payment:** Employees shall be paid in twelve (12) monthly payments. Payroll payments shall be issued on the last working day of each month by direct deposit. Employees may receive payments on an as-earned basis (less than twelve (12) monthly payments) upon showing undue hardship and approval by the Superintendent.

5. **State Funding:** Schedule A shall be increased to the maximum amount allowable funded by State including funds for adjustments.

6. **Stipends:**

- | | |
|---|----------------|
| a. Basic Standards Certificate
(NAEOP) Option B or C | \$250 per year |
| b. A.A. Degree or equivalent | \$500 per year |
| c. Associate Professional (NAEOP) | \$500 per year |
| d. Advanced III | \$500 per year |
| e. Certificated Education Office Employee/BA Degree | \$750 per year |

For employees seeking to attain above levels of education, the District must approve courses taken under this section in advance. Courses may not be completed during the regular work day, except for those scheduled by the District, nor would there be any cost to the District other than the additional compensation as listed above. Such compensation will be afforded to individuals who had completed the requirements and presented the certificate or appropriate documentation to the District by September 10th. Employees would receive the stipend for the one (1) highest stipend achieved. Stipends will be paid in twelve (12) monthly payments.

Section D. Insurance

1. **Medical Insurance:** The District shall provide the maximum funded by the state per month per FTE (based on 1440 hours per year) on a pooled basis in the following manner:

a. **Part-Time Employees:** Employees less than 1440 hours will receive a pro-rata share, based on their percentage of FTE, of the maximum contribution.

b. **Pooling:** The intent of the Parties is to provide the maximum insurance contribution funded by the state to the employee pool. To gain maximum utilization of the total allowable State insurance contribution provided by law for employees, the District shall contribute the funds to an insurance pool to be distributed among employees, to those who do not generate sufficient monies to cover the full cost of medical coverage.

c. **Sequence:** From the dollar amount available to each employee, first shall be deducted the cost of the District's dental and any other one-hundred percent (100%) required participation insurance plans, with the remaining monies available for application to the medical insurance program(s). Provided, that after any pooling, every employee will pay the first .5% of medical premiums for whichever plan they chose during the 2014-15 school year; .75% of medical premiums for whichever plan they chose during the 2015-16 school year, and 1.0% of medical premiums for whichever

plan they chose during the 2016-17 school year. If there is any remaining portion of medical insurance premiums, it will be deducted from the Employee's salary warrant. The District and Association further agree that when insurance plans and carriers are reviewed annually, the committee will also consider changes to the mandatory out-of-pocket minimum for subsequent years of the contract. Any recommendations from the committee are subject to a limited reopener to bargain mandatory out-of-pocket premium percentages.

d. **Health Care Authority.** The District will pay 60% of the Health Care Authority (HCA) retiree's carve-out in 2014-15; 80% of the Health Care Authority (HCA) retiree's carve-out in 2015-16; and 100% of the Health Care Authority (HCA) retiree's carve-out in 2016-17 and thereafter.

e. **VEBA III:** In the January pay packet, the District will notify all employees who qualify for inclusion in a VEBA plan. The District will also notify the Association. Notification will include a list of employees who qualify and an agreement-to-participate form, with a one- week deadline for submitting the form to the District Office. If all who are eligible agree to participate, then the District Office will enroll the qualified employees in VEBA III and make arrangements as necessary for the transfer of sick leave to VEBA III accounts. In the event that all qualified do not submit their forms to the District Office by the deadline, or that there is not unanimous agreement to participate, the Association President will be notified within two (2) days. The Association will prompt employees to return their paperwork and/or arrange a meeting to gain consensus among the group of eligible employees. When consensus has been achieved, the Association will notify the district to proceed with enrollment.

f. An employee whose spouse or domestic partners is also an employee of the District, may combine his/her allocation with that of his/her spouse or domestic partner for the purchase of a single insurance plan to offset the employee's out of pocket cost for medical insurance premiums in excess of the required percentage paid by individual employees established in this Section. Any unused portion of the insurance allocation shall be returned to the insurance pool.

2. **Liability Insurance:** The District shall provide tort liability coverage for all employees subject to this Agreement.

Section E. Vocational Training

1. **District Budget for Training.** For the mutual benefit of the employees and the District, there shall be established a budget which will be used for employees in one of the following manners:

a. **Courses:** Salary and reimbursement for employees to attend recognized vocational courses approved by the Superintendent and/or the Board.

b. **In-District Courses:** Expenses and materials to establish any courses within the confines of the District which would be beneficial mutually to the employee and the District.

c. **Extension Courses:** Purchase of recognized vocational courses from State or National

Education Institutes which would further the employees' potential within the District.

2. **In-District Training.** One (1) working day shall be set at the first available date for training regarding any new or changed forms, procedures, new software and software updates to be implemented in the coming year.
3. **New Hire Training.** Newly hired secretaries, without previous school experience, may be eligible for up to two (2) paid days of training prior to the starting day of employment to become familiar with the District operating platforms, such as Skyward.
4. **Collaboration Days;** Employees may, with administrative approval, use collaboration time, when necessary, to meet for the purpose of training, reviewing procedures, and efficiency in running the building offices.

Section F. New Positions

When a new bargaining unit position is created during the year by the District, full benefits shall be granted the employee.

Section G. Reemployment Notification

It is mutually agreed that the District shall notify employees of intent to rehire for the next school year on or before June 1 of the current school year. The employee will notify the District of intent to return for the next school year.

ARTICLE VI. GRIEVANCE PROCEDURE

Section A. Purpose

Grievances or complaints arising between the District and the Association with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. Nothing contained in this Article shall limit the right of employees to pursue adjustment of their grievances according to RCW 41.56.080.

Section B. Employee Grievance Rights

1. The employee reserves the right to explain his/her grievance at each step of the grievance procedure.
2. The employee has the right to be accompanied by an Association representative at each step of the grievance procedure.

Section C. Grievance Steps

INFORMAL: The employee(s) shall first discuss the grievance with his/her immediate supervisor. All grievances not brought to the attention of the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing.

STEP 1. SUPERVISOR: If the grievance is not resolved to the employee's satisfaction in accordance with the Informal Step, the employee shall file a formal grievance form (attached herein as Appendix B) of the grievance containing the following:

1. The facts on which the grievance is based;
2. A reference to the provision in this Agreement which have been allegedly violated; and
3. The remedy sought.

The employee shall submit the grievance to the immediate supervisor for reconsideration. The parties will have five (5) working days from submission of the grievance to resolve it by indicating on the grievance the disposition.

If an agreeable disposition is made, all parties to the grievance shall sign it.

STEP 2. SUPERINTENDENT: If no settlement has been reached within the five (5) days referred to in Step 1, and the Association believes the grievance to be valid, the grievance shall be submitted within fifteen (15) working days to the Superintendent. After such submission, the parties will have ten (10) working days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

STEP 3. BOARD: If no settlement has been reached within the ten (10) days referred to in Step 2, and the Association believes the grievance to be valid, the grievance shall be submitted within fifteen (15) working days to the Board. After such submission, the parties will have thirty (30) working days from submission of the grievance to resolve it by indicating on the grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

The Board reserves the right to summon the employee for an oral statement of the grievance.

STEP 4. BINDING ARBITRATION: If no settlement has been reached within the thirty (30) days referred to in Step 3, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

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

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the request for arbitration.

The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold a hearing promptly. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator will be without power of authority to make any decision, which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne solely by the loser (board or association). All other costs will be borne by the party incurring them

ARTICLE VII. DURATION

Section A. Effective Dates

The term of the Agreement shall be in effect September 1, **2014** to August 31, **2017**. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following sections.

Section B. Openers

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. In Addition, this Agreement shall be reopened to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section C. Legislative Salary/Insurance Appropriations

It is mutually agreed that in the event the legislature appropriate funds for the purpose of increasing the employee’s salary and insurance contributions during the period of this Agreement, the salary and insurance contributions which is otherwise provided for herein shall be increased subject to the receipt of such funds by the District and in compliance with such distribution guidelines as may be adopted by the State Superintendent of Public Instruction and/or the District.

EXECUTED THIS _____ day of _____, **2014**, at Quincy, Grant County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Board Chairman

Association President

Superintendent

Chief Negotiator

APPENDIX A. EMPLOYEE SALARY SCHEDULE

The List of Positions reflects the specific positions in place at the time the contract was negotiated. While the district welcomes suggestions or recommendations from the association, it remains the exclusive right and obligation of the district to make final decisions regarding staffing while respecting the expressly stated individual employee’s right to protection against adverse action without just cause as well as the seniority provisions and other employment protections outlined in the contract. All employee transfers will be conducted according to Article III Section E.

In the event that the administration contemplates restructuring the secretary positions, and a concern about the appropriate structure is raised, a committee of four – two administrators and two members selected by the Association will meet to study and discuss the concern.

<u>POSITIONS</u>	DAYS	HOURS
Quincy High School		
Administrative Assistant to the Principal	200 days*	8.0 hours
Administrative Assistant ASB	200 days*	8.0 hours
Counselor/ H.S. Administrative Assistant	195 days*	7.5 hours
Quincy High Tech High School		
Administrative Assistant HTH	200 days*	5.5 hours
Quincy Junior High		
Administrative Assistant to the Principal	200 days*	8.0 hours
Administrative Assistant	190 days*	7.0 hours
Mountain View Elementary		
Administrative Assistant to the Principal	200 days**	8.0 hours
Administrative Assistant	190 days*	4.0 hours
Pioneer Elementary		
Administrative Assistant to the Principal	200 days*	8.0 hours
Administrative Assistant	190 days*	4.0 hours
George Elementary		
Admin. Assistant to the Principal/Federal Programs	200 days*	7.0 hours
Special Programs		
Administrative Assistant to the Sped Director	200 days*	8.0 hours
District Registrar Special Programs	205 days*	8.0 hours
Health Administrative Assistant	185 days	3.0 hours
Monument		
Administrative Assistant to the Principal	200 days*	8.0 hours
Administrative Assistant	190 days*	7.0 hours

**2005-06 Mountain View Elementary employee is grandfathered at 205 days as long as they hold the position. Upon retirement or resignation the position becomes 200 days.

2014-15 (1% Increase)

First Year \$16.68

Second Year	\$17.01
Third Year	\$17.35
Fourth Year	\$17.70
Fifth Year	\$18.05
Sixth Year	\$18.41
Eighth Year	\$18.78

2015-16 (2% Increase (shown below) or State COLA, whichever is greater)

First Year	\$17.01
Second Year	\$17.35
Third Year	\$17.70
Fourth Year	\$18.05
Fifth Year	\$18.41
Sixth Year	\$18.78
Eighth Year	\$19.15

2016-17 (2% Increase (shown below) or State COLA, whichever is greater)

First Year	\$17.35
Second Year	\$17.70
Third Year	\$18.05
Fourth Year	\$18.41
Fifth Year	\$18.78
Sixth Year	\$19.15
Eighth Year	\$19.54

Longevity:

A stipend for the corresponding amount below will be paid in twelve monthly installments

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
3-5 Years	\$710	\$725	\$740
6-11 Years	\$1500	\$1525	\$1555
11+ Years	\$2255	\$2300	\$2350

*Administrative Assistants shall work the following days before and after school: Unless other arrangements are made with building Administrator and Administrative Assistant.

205 days	Fifteen (15) days before student year and ten (10) days after student year.
200 days	Ten (10) days before student year and ten (10) days after student year.
195 days	Ten (10) days before student year and five (5) days after student year
190 days	Five (5) days before student year and five (5) days after student year.

APPENDIX B. GRIEVANCE REPORT FORM

DISTRIBUTION OF FORM

- Superintendent
- Immediate Supervisor
- Association
- Grievant

Submit to immediate supervisor in duplicate.

Building _____ Assignment _____ Name of Grievant _____ Date Filed _____

STEP I

A. Date alleged grievance occurred: _____

B. Statement of grievance: _____

C. Specific Section and/or Article claimed violated, misinterpreted or misapplied: _____

D. Remedy sought: _____

Signature of Grievant _____ Date _____

E. Disposition of immediate supervisor: _____

Signature of Immediate Supervisor _____ Date _____

F. Disposition of Association: _____

Signature _____ Date _____

Note: If additional space is needed in reporting, attach an additional sheet.