

COLLECTIVE BARGAINING AGREEMENT

Between

**McCLEARY EDUCATION SUPPORT
PROFESSIONALS**

and

McCLEARY SCHOOL DISTRICT

SEPTEMBER 1, 2022 to AUGUST 31, 2025

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PREAMBLE

In order to put into effect the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the classified employees who are covered by the classified collective bargaining agreement (hereafter called the "Agreement") between the McCleary Education Support Professionals/Washington Education Association/National Education Association (hereafter called the "Association"), this Agreement is made and entered into by and between the McCleary School District, #65 (hereinafter called the "District") and the Association.

DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel procedures affecting them contributes to effective conduct of school business.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties in this Agreement.

Subject to law and the paramount consideration of service to the public, employees / management relations can be improved by providing employees opportunities for participation in the formulation and implementation of practices and procedures affecting the conditions of their employment.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties in this Agreement.

It is the intent and purpose of the parties in this Agreement to promote and improve the efficient operation of the McCleary School District and the well-being of classified employees of the McCleary School District, within the spirit of the Public Employees' Collective Bargaining Act, to establish a basic understanding relative to personnel practices and procedures and to provide means for amicable discussion and adjustment of matters of mutual concern.

ARTICLE I – RECOGNITION AND ADMINISTRATION

Section 1 Recognition

1.1 The District recognizes the Association as the exclusive bargaining agent for all regularly employed full-time and part-time classified Bargaining Unit Members, excluding confidential employees, supervisors and all other employees of the District.

1.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Bargaining Unit Members and to no other organization(s) representing any portion of the unit or potential member of the unit.

1.3 The District will seek and consider input from the Association regarding issues of common interest. The District may bargain jointly with the McCleary Educational Support Professionals (MESP) and the McCleary Education Association (MEA), regarding the calendar, if both MESP and MEA agree.

1.4 It is agreed that matters appropriate for consultation and negotiation between the District and the Association are matters relating to or affecting wages, hours, and grievance procedures and working conditions of Bargaining Unit Members subject to this agreement.

1.5 The District and the Association shall conduct periodic labor-management meetings for the purpose of resolving problems that may arise regarding the administration of this Agreement or issues of common concern. The first meeting shall occur no later than September 30th. Dates for future meetings shall be established at that time.

1.6 Meetings with Bargaining Unit Members

For the purpose of working as partners, the Association and the District agree to twice a month meeting between Educational Assistants (EA's) and the principal and/or Administration (unless mutually agreed, mutually agreed, or scheduled otherwise), to allow discussion for solutions to issues relating to instructional practices, student needs and services, and workload management. An agenda will be provided prior to the meeting.

Section 2 Temporary Employees

2.1 Temporary employees are employees assigned a regular position of four (4) or more hours per day for thirty (30) consecutive days of work will be placed on the salary schedule after the first thirty (30) days of employment.

Section 3 Job Descriptions

3.1 The District shall provide job descriptions to the Association for all job positions subject to this Agreement and will provide a job description to each new Bargaining Unit Member upon hiring.

3.2 The District will provide the Association with such amendments, changes and additions to job descriptions as they may occur. When substantial or long term changes in job duties occur, the District and Association will meet to discuss the effects of those changes on the job position requirements.

3.3 When new job positions require the development of a job description, the District will seek input from Bargaining Unit Members who are or would be impacted by being assigned to that position.

3.4 Modification of existing positions, excluding minor changes shall require reopening of the Agreement for bargaining of wages only. The Bargaining Unit Member in that position shall immediately receive the monetary value of that position at the time the position is reclassified.

Section 4 New Positions

4.1 The President of the Association will be notified of any new position that would come under the Agreement, as indicated in Sections 1.1 and 1.2, and will be provided with the posting and the job description for the new position.

4.2 The salary of a new position shall be subject to collective bargaining at the request of either party.

Section 5 Definitions

5.1 The term “Bargaining Unit Member” or “regular Bargaining Unit Member” shall mean all bargaining unit members as described in Section 1.1.

5.2 The term “job classification” or “classification” shall include, but not be limited to educational assistant, custodian, bus driver, maintenance lead, transportation lead, kitchen staff and head cook.

5.3 The term “days” shall mean work days unless otherwise defined in this Agreement.

5.4 The term work week shall mean Monday through Friday. Needs of the position, i.e. custodians, transportation, with mutual agreement of the Bargaining Unit Member and the District and input from the Association may call for a work week other than Monday through Friday. Future positions may be posted with a work week other than Monday through Friday with prior consultation with the Association.

5.5 The term “supervisor” or “immediate supervisor” shall refer to school district administration.

5.6 The term “cooperating teacher” shall refer to the teacher to whom a para-educator is assigned for support and direction during a specific period during the school day.

5.7 The term “lead” shall refer to the person to whom the Bargaining Unit Member is immediately assigned for direction and support, i.e. Lead Cook, Lead Driver, Lead Maintenance or cooperating teacher.

Section 6 Distribution of Agreement

6.1 Following ratification and signing, this Agreement will be posted on the District’s website and will be available electronically to all members of the Association.

6.2 There shall be two (2) signed original copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

Section 7 Status of the Agreement

7.1 This Agreement shall supersede any rules, regulations, policies, individual contracts, resolutions or practices of the District which may be contrary to or inconsistent with its terms.

7.2 All work customarily performed by the District in its own facilities with its own Bargaining Unit Members shall continue to be performed by the District and its Bargaining Unit Members. For extenuating circumstance i.e. short-term work that is not on-going and requires skills beyond current job descriptions the District reserves the right to contract for work outside the District as defined by Washington State law.

Section 8 Conformity to Law

8.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington and the United States. If any provisions of this Agreement or any application of this Agreement to any Bargaining Unit Member or groups of Bargaining Unit Members covered hereby shall be found contrary to law, such provision or application shall have the effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

8.2 In the event a provision(s) is determined to be contrary to law as stated above, such provision shall be re-negotiated.

ARTICLE II – MANAGEMENT RIGHTS

Section 1 Rights and Authority

1.1 It is agreed that the statutory as well as the customary and usual rights, powers, functions and authority of management shall remain exclusively vested in the District except as limited by the provisions of this Agreement.

1.2 The District shall retain the right to maintain efficiency of the operation of the District by determining the methods, the means, and the personnel by which such operation is conducted. All such rights shall be exercised in conformity with this Agreement.

ARTICLE III – ASSOCIATION RIGHTS

Section 1 District Facilities and Equipment

1.1 The District will provide the following facilities for Bargaining Unit Members

- lockable storage at the Bargaining Unit Member staff lounge
- access to a work area containing equipment and supplies for the preparation of instructional materials
- restrooms and a lunch area separate from students (10:30 a.m. to 1:00 p.m.)
- two-way communication system between the main office and the classrooms
- access to a computer for checking email related to the Bargaining Unit Member's assignment and performing other duties as assigned by the Bargaining Unit Member's supervisor or lead.

1.2 The District will provide a bulletin board located in the staff lounge for posting of official Association notices.

1.3 Consistent with District policies and procedures, the Association shall have reasonable right to use of equipment for making copies and for communication with its membership including the use of school mail, school mailboxes and school email to disseminate Association material.

1.4 The Association and its representatives shall have the right to use District facilities for meetings and to transact Association business, provided however, such meetings must be scheduled with the building principal and shall not have precedence over routine educational use or over previously scheduled use by other entities.

1.5 The District will provide a cell phone allowance of \$40 per month for the Maintenance Lead, Transportation Lead, and substitute caller. The Transportation Lead and substitute caller shall receive \$400 annually, while the Maintenance Lead shall receive \$480 annually.

Section 2 Association Representatives

2.1 Representatives duly authorized by the Association shall be permitted to transact Association business, on school property at reasonable times that do not hamper or obstruct the educational process or normal flow of work.

2.2 Association representatives are allowed to represent Bargaining Unit Members of the Association during working hours without loss of time or pay and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the work day.

2.3 Representatives duly authorized by the Association to participate during working hours in negotiation, grievance procedures, conferences or meetings with representatives of the District shall suffer no loss of pay, but nothing herein shall be construed to require such activities to be scheduled during regular school hours.

Section 3 Access to Information

3.1 The District, upon request from the Association, shall furnish at cost to the Association, documents of public record which have been previously compiled and reasonable information concerning the financial resources of the District, including but not limited to, annual financial reports, allocations and budgets, information regarding student enrollment, Bargaining Unit Member names and work location.

3.2 A single copy of the following documents shall be furnished to the Association at no cost: annual financial report, annual budget, and new classified position postings. These copies may be provided electronically as attachments to a District email.

3.3 The WEA/UniServ representative may be notified by the District of any disciplinary actions of Association member. The Bargaining Unit Member shall have the right to have an Association or WEA/UniServ representative at all meetings pertaining to disciplinary actions.

3.4 The Association will be notified of all new bargaining unit hires, transfers and terminations/resignations.

Section 4 Association Dues, Deductions and Representation

4.1 The District will not interfere with, restrain, coerce, or prevent Bargaining Unit Members from exercising their legal right to organize, join, and participate in the Association, providing such participation does not interfere with the educational process of the District or other terms of this Agreement. Furthermore, the District agrees that it will not discriminate or retaliate against any Bargaining Unit Member because of membership in the Association or legal activities involving the representation of members' interests. This section will be subject to adjudication by the Public Bargaining Unit Member Relations Commission and not the grievance procedure herein.

4.2 Bargaining Unit Members who are in a position that is covered by this Agreement, as defined in section 1.1, are eligible to join the Association. Bargaining Unit Members who wish to join the Association must signify by signing an agreement to have union dues withheld from their paycheck, on a scale determined by the Association. New Bargaining Unit Members shall be provided with this authorization, along with a hard copy of their contract, as a part of their new hire packet. Bargaining Unit Members electing to join the Association must return the authorization form to the District in a timely manner so that appropriate dues may be deducted from their next paycheck.

4.3 Dues deduction forms and authorizations shall remain in effect from year to year, once signed, unless withdrawn in writing by the Bargaining Unit Member. The district shall provide timely notification to the association of such a withdrawal. Beginning with the first pay period after the Bargaining Unit Member signs their authorization card, dues deductions shall be withheld in equal monthly installments from the paychecks of all Bargaining Unit Members. The District shall transmit all dues withheld from the Bargaining Unit Member to the treasurer of the Washington Education Association or their designee for each pay period.

ARTICLE IV – BARGAINING UNIT MEMBER RIGHTS

Section 1 Non-Discrimination

1.1 Each Bargaining Unit Member will have the right to bring contractual matters of personal concern to the appropriate Association representative(s) and/or the appropriate District officials.

1.2 The Provisions of this Agreement shall be applied without regard to Association membership, domicile, race, color, creed, religion, national origin, gender, age, marital status, political affiliation or any sensory, mental, or physical handicap, except as required in accordance with this Agreement or as otherwise provided by law.

Section 2 Employee Protection

2.1 The private and personal life of any employee is not within the appropriate concern or attention of the District unless it affects performance of duties.

2.2 No employee shall be required to dispense or administer medication or perform any physically invasive procedures contrary to law, district policy or regulation or without proper training.

2.3 The District shall hold harmless and defend each employee from claims and damages caused or alleged to have been caused in whole or in part by an employee while working within District guidelines that conform to law.

2.4 The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work schedule as long as the employee is working within District guidelines, including following District directions that conform to law. Employees may use reasonable measures with a student as is necessary to protect him/herself, another student, another employee, or administrator from attack, physical or verbal abuse provided such measures are consistent with District guidelines and Washington State law.

2.5 Employee safety is a priority. When implementing the IEP, educational assistants, teachers, support staff, and administration will work collaboratively and proactively to provide a safe educational environment.

2.6 Employees whose assignment requires working directly with students, shall be informed of the pertinent educational, disciplinary, medically-documented allergies, and/or health history of the student within two work days of the district receiving notice. Notification of students who possess food allergies shall be made by the first day of the school year or by the first day of their enrollment.

2.7 Employees are expected to report all injuries or potentially dangerous situations to their cooperating teacher or administrator, as applicable, at his/her first opportunity. Upon receipt of the incident report, the administrator will notify the employee as to the disposition of the injury report or outcome of an investigation into the incident.

2.8 In the event a student physically injures an employee and the employee files an incident report, the District will convene a committee to include the employee, the cooperating teacher (if applicable), and a District administrator. The committee will provide an advisory plan to address the matter. Such plan may include but not limited to:

- Convene IEP or behavior study team
- Employee training as needed
- Appropriate student discipline
- Right Response training for staff
- Assist in developing safety/behavior plan
- Alter physical environment
- Provide safety clothing
- Assist teacher in documentation and reporting of injury or accidents
- Videotaping of student in classroom (subject to District approval)

Section 3: Health and Safety

3.1 The District will adhere to the requirements of OSHA/WISHA in order to provide employee a safe and healthy workplace.

ARTICLE V – CONDITIONS OF EMPLOYMENT

Section 1 Work Schedule

1.1 The District will provide each employee with a copy of his/her work schedule.

1.2 The normal work week shall consist of five (5) consecutive days, Monday through Friday.

1.3 The District shall establish work schedules with beginning and ending times. Schedules may change from time-to-time to accommodate the needs of the District; provided that an employee whose assigned work schedule is modified will receive a twenty-four (24) notice of the modification of the regular work schedule. Said notice will be provided to the Association. Each shift shall include adequate time to perform assigned duties plus paid rest periods of at least fifteen (15) minutes for any four (4) hours of work. Employees scheduled to work six (6) hours or more, shall be given two (2) paid rest periods during the scheduled workday.

1.4 Shifts in excess of five (5) hours per day shall include a lunch period of not less than thirty (30) continuous and uninterrupted minutes to be scheduled near the middle of the shift as possible.

1.5 If an employee's assignment consists of two (2) or more regular job assignments, the employee will be paid at the appropriate rates for the hours worked in each assignment, based on the bargained salary matrix (see Appendix A).

1.6 The District will make necessary efforts to fill a teacher's substitute position with an employee who has a current qualifying teaching certificate prior to adjusting a Bargaining Unit Member's schedule. If a Bargaining Unit Member is used to substitute for a teacher, they will be compensated at their current hourly rate of pay plus \$3.00 per hour prorated by hours worked as a substitute teacher, to be recorded on a timesheet.

1.7 The work year shall be from September 1 through August 31 or a portion thereof.

Section 2 School/Worksite Closure

2.1 In the event that it becomes necessary to close the school because of inclement weather or for other reasons outside the District's control, District administration or designee shall notify radio and television station in the area by 6:30 a.m. This provision does not preclude the District from closing the school in the event an emergency develops after 6:30 a.m., if further evaluation of developing hazardous conditions warrant closure.

2.2 When schools are closed because of conditions not within the control of the District, employees will not be subject to a loss of their regularly scheduled compensation and shall be provided with reasonable means for make-up of time i.e. hours and/or days including use of available leave time and/or loss of pay.

2.3 In the event full-time employees, forty (40) hour work week, twelve months, would be subject to loss of pay due to emergency closure, efforts to allow comparable make-up time will be accommodated.

2.4 In the event the loss of days is extensive enough for the state to cut the apportionment, 2.2 and 2.3 may not apply.

2.5 In the event of a school closure during the workday, no employee shall be required to remain at school after all students have been sent home on the buses and/or united with parent(s)/guardian(s) or provided for in other ways.

Section 3 Overtime

3.1 Employees whose regular work week is forty (40) hours shall be paid at the rate of time and one half for all hours worked in excess of forty (40) hours in one week. A week shall be defined as Sunday through Saturday. Overtime hours must be preapproved by their supervisor, except in emergency situations.

ARTICLE VI - PERSONNEL

Section 1 Due Process

1.1 No employee shall be formally disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available in writing to the employee and Association.

1.2 The District agrees to follow a policy of progressive discipline which may include, but is not limited to a verbal warning, written reprimand, suspension **with or without** pay, non-renewal or discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action and may entail bypassing steps.

1.3 Any formal complaint made against an employee by any parent, student, staff member, or other person will be promptly brought to the attention of the employee. In the event of a complaint of an inappropriate, unprofessional or illegal act, electronic surveillance, i.e. security cameras installed in and outside of the school may be reviewed.

1.4 Any complaint or allegation not called to the attention of the employee within five (5) District business days of receipt or composition by the administration, may not be used as the basis for any disciplinary action or be included in the employee's evaluation.

1.5 An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action, and/or any meeting in which discipline is imposed. When a request for such representation is made, no meeting shall continue nor shall any action be taken with respect to the employee until such representation of the Association has reasonable opportunity to be present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation prior to the investigation and/or imposition of discipline.

1.6 All written disciplinary notices will be eliminated from an employee's personnel records and destroyed after a period of two (2) years if no further disciplinary action is taken.

1.7 The District agrees that no disciplinary notices more than two (2) years old shall be applied toward future disciplinary action unless the same offense was committed during the two (2) year period of time unless otherwise required by law.

Section 2 Layoff and Recall

2.1 The District retains the right to determine the size of its work force and thereby the number of employees in this bargaining unit. Should it become necessary to reduce the number of classified staff employed by the District as a result of insufficient funds due to either (1) a levy failure or (2) some other action totally beyond the District's control, i.e., a significant reduction in student enrollment, such a reduction will not be undertaken prior to a full and accurate study on the District's financial status by the board of directors and the District's administration in consultation with the representative (s) of Association and the board's determination after said study that a reduction of classified staff is the only reasonable option remaining by which the Board of directors can meet the financial limitation imposed by either (1) or (2) above. The District shall provide written notice to all affected employees at least fifteen (15) calendar days prior to the time the layoff would occur.

2.2 The term "layoff" as used here refers to action by the Board in the event of a significant reduction in state, federal or local revenues requiring reducing the number of employees in the District. It does not refer to decisions of discharge or nonrenewal of an individual employee for cause.

2.3 Layoff shall be by seniority within the job classification. Seniority is defined as length of service within the District as of the employee's first workday according to the signed work schedule agreement. The least senior in any job classification shall be laid off first.

2.4 Each October, the District will publish and provide the Association a seniority list ranking each employee from greatest to least seniority within each job classification. Employees will have ten (10) days to challenge their placement on the seniority list in writing to the Administration.

2.5 In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

2.6 Retraining. In the event that special qualifications or skills are required by the job description for an open position, a more senior employee in a different job classification is eligible for on the job training for such open position to meet the necessary requirements of the job, provided such training can be provided without a break in service.

2.7 In the event special qualifications exist for a particular position, a less senior employee may be retained over a more senior employee. In such event, the more senior employee and the Association shall be notified of the reasons for such seniority “override.” Said seniority override shall also apply to the re-employment pool when a position requiring special skills is available. Seniority override decisions shall not be arbitrary or capricious.

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

2.9 A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority.

2.10 Laid off employees shall be placed into a re-employment pool. Reassignment from this pool to existing vacancies shall be in reverse order of layoff. Recall rights shall not extend beyond one (1) year from the date of layoff. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District’s records. It shall be the employee responsibility to keep the District notified as to his/her current mailing address.

2.11 If an employee rejects an offer of recall, the position shall be offered to the individual with the next greatest seniority in the reemployment pool. Any employee who rejects an offer of employment, shall automatically lose the right to recall, unless the employee rejects an offer of re-employment to a position that may be for fewer hours per day, fewer days per year, or at a lesser hourly rate of pay. In that case, the employee’s position in the re-employment pool shall be retained pursuant to item 2.10 above.

2.12 All benefits to which an employee was entitled at the time of his/her layoff, including unused sick leave, will be restored to the employee upon return to active employment from layoff. The employee will be placed on the appropriate range of the salary schedule on the step that is closest to, but not less than, the hourly rate of pay at the time of the layoff.

2.13 In no case shall a new employee be hired while there are laid off employees who are qualified for a vacant or new position.

Section 3 Selection for New and Open Positions

3.1 All employees and the Association will be notified via postings in the District of open classified positions that become available.

3.2 The District shall post through email to employees for a minimum of ~~five (5) working days~~ two (2) working days the availability of new and open positions covered by this Agreement. Such postings will be done in a timely manner and will list the relevant minimum requirements for the position. The District will send a notice of vacancies occurring during the summer months to Employees who have provided the District a home email address. Employees are responsible with providing the District with a current and accurate email address.

3.3 All qualified employees who apply for an open position will be considered and interviewed. Priority will be given to employees within the job classification. An employee who is not successful in attaining the position may ask and receive in writing, reasons for not being hired to the position.

3.4 When qualifications are substantially equal, the most senior employee shall be offered the position.

3.5 Employees interested in applying for available summer employment in the district may write a letter, attention McCleary School District Superintendent, stating their interest in receiving notice of such employment opportunity.

Section 4 Assignments and Transfers

4.1 The right to assign and re-assign employees is retained by the District; however, the District will not involuntarily re-assign employees until Section 3 above has been implemented. Involuntary re-assignments shall not be made if they would cause the employee to work in a lower paid salary classification, unless requested by the employee.

4.2 A transfer of an employee to another assignment shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason.

Section 5 Seniority

5.1 Seniority of an employee within the bargaining unit shall be established as of the date on which the employee began regular employment in a bargaining unit position or in a position subsequently

included in the bargaining unit. Employee's who leave the bargaining unit with the exception of resignation, discharge for cause, or retirement, but return to the unit within twelve (12) months shall have their seniority restored; however, they shall not accrue seniority for that period of time.

5.2 For the purposes of Layoff and Recall and Addition and Reduction of Hours, seniority shall be by job classification. When an employee leaves one job classification and moves to another, the employee shall retain (but not accrue) seniority in the previous classification for a period of one (1) year. An employee may have seniority in multiple classifications.

5.3 Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury and paid, authorized absences covered by the leave provision of the Agreement.

Section 6 Addition and Reduction of Hours

6.1 If the District plans to increase the number of hours available within a job classification, the hours shall be offered to employees in seniority order within the appropriate job classification.

6.2 If hours are reduced or increased, the reduction(s)/increase(s) will be based on seniority and in consultation with the Association.

Section 7 Probationary Employees

7.1 All new employees shall be on probation for the first ninety (90) calendar days of employment. During this period, the employee may be terminated by the District when in its determination, the probationary employee is not meeting expectations. The employee will be evaluated within this time frame and be given suggestions and opportunities for improvement and if deemed satisfactory after the ninety (90) day period, become a regular employee.

Section 8 Evaluations

8.1 All monitoring or observation of the work performance of an employee shall be continuous; no electronic surveillance shall be used for this purpose. An employee shall be given a copy of any evaluation report prepared by his/her evaluator. An employee's signature on such report shall signify only that he/she has received the evaluation report.

8.2 Evaluations shall be conducted prior to June 1 and shall include objective ratings and narrative showing strengths and areas needed to improve with specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein improvement has been indicated. See Appendix C.

8.3 A final evaluation conference will be held no later than one (1) week prior to the end of the school year. A copy of the evaluation shall be provided to the members at the time of the final evaluation review meeting.

8.4 Reports that are to be included in the employee's evaluation made by individuals other than the building administrator (see 8.2) shall be shared with the employee. Concerns shall not be documented in the final evaluation without prior notice.

8.5 The employee will have the right to attach a written comment to the evaluation form.

8.6 Bargaining Unit Members covered by this Agreement shall not be responsible for evaluating other classified employees, Bargaining Unit Members or certificated employees.

8.7 Performance Notification. An employee who is determined by his/her building administrator to have a performance deficiency(ies) will be provided written notice of such deficiency(ies), performance expectations, and a plan of improvement no later than April 15.

8.8 The District and Association will convene a committee to review and update the evaluation forms to be more specific to an Bargaining Unit Member's classification.

Section 9 Provisions for Transportation Bargaining Unit Members

9.1 When a trip or run is cancelled less than twenty-four (24) hours before the trip or run is scheduled the driver will receive pay equal to the lesser of the trip time or two (2) hours.

When the cancellation is due to inclement weather, the driver will receive no additional pay, but will be given the first option to take the trip when it is rescheduled.

9.2 All trips, including standby time, shall be paid at the employee's hourly rate. During standby time the driver is expected to check the bus at least once per hour and to be available and responsible for the bus. Additional paid hours for extended standby time will be available for overnight trips. These hours will be determined on a trip by trip basis and will be included in the trip posting.

9.3 The hourly rate shall continue uninterrupted if there is thirty (30) minutes or less between assignments.

9.4 When drivers are required to check water, oil and tires on the buses, all safety precautions shall be taken, including proper, safe, stable platforms for checking oil and water.

9.5 Drivers shall not be required to check on buses alone or without proper security or support personnel if the event is held in an unsafe area or before/after day-light hours.

9.6 Route times will be those route times established during the current school year. Route times will be rounded to the nearest fifteen (15) minutes.

9.7 Fifteen (15) minutes per route shall be allowed for pre-trip and fifteen (15) minutes per route shall be allowed for post-trip inspections and shall be paid at the driver's regular rate of pay. Additional time will be paid at the regular rate for events such as breakdowns or other emergencies, fueling, cleaning, record keeping and inclement weather. Required administrative conferences and student discipline

conferences shall be scheduled by the District on a case by case basis and paid at the driver's regular rate of pay.

9.8 Drivers who give up their regular run for an extra trip shall be paid for up to one (1) hours at their regular rate of pay if the extra trip is cancelled and the driver cannot be notified in time to drive his/her regular route.

9.9 For overnight trips (defined as any activity where the event requires the driver to be present with their bus for purposes of providing transportation on a regular school bus), drivers will be paid their contracted rate for eight (8) hours driving time, or actual driving time if greater, per twenty-four (24) hour period. Actual expenses for meals and lodging will be paid by the District according to IRS regulations. Drivers shall be provided with a single occupancy room unless mutually agreed otherwise. In no case will the driver be paid less than their regular daily amount. The seven day work week will be defined as 12:01 (mid-point) AM Sunday through 12:00 PM (noon) Saturday. Trip drivers will be paid no less than their regular route pay.

9.10 Extra trips will be assigned on a rotating basis to employees in the transportation unit who are drivers only and not employees whose regular hours are assigned to other job classifications for the majority of their day, i.e. para-educators, cook assistant, etc.

9.11 Driving time for extra trips shall be rounded to the nearest quarter hour for driving time computation. For these extra trips, driving time shall begin at the time the bus is scheduled to leave the school and conclude upon return to the school. When time lapse between runs does not exceed fifteen (15) minutes, no lapse time loss shall be counted.

9.12 The Association and the District recognize that different District routes present special shift problems. As such the parties agree that shifts shall be established in relation to routes and driving times necessary to complete tasks assigned by the Lead Driver and authorized by the District Superintendent.

9.13 Newly added daily routes and significant time changes in continuing daily routes shall be posted and open to all qualified employees.

9.14 The parties agree to conduct mandatory drug and alcohol testing for drivers in accordance with federal laws and regulations.

9.15 In extenuating circumstances and with prior notification by the driver, the Superintendent or his/her designee may give special authorization to a driver to bring a son/daughter or grandchild on a specific bus run; the administration reserves the right to rescind the permission if problems develop.

9.16 Fees required to maintain driver certification shall be paid by the district. Fees shall include the CDL endorsement, yearly CDL physicals, first aid, and drug testing. District payment of other fees necessary to driver certification may also be covered as negotiated on a case by case basis.

9.17 Administration will discuss with bus drivers prior to decisions not allowing unruly students to ride on any bus, or bus route, if they believe the student(s) in question pose a safety issue, or have demonstrated an inability to follow and abide by the code of student conduct. In the event that an unsafe situation occurs with a student while in transit or conducting a route, bus drivers shall have the right to pull over to a safe and secure location and contact District Administration for further action.

ARTICLE VII – HOLIDAYS AND VACATIONS

Section 1 Paid Holidays

1.1 All full-time employees (twelve months and 2080 hours per year) shall receive the following paid holidays which fall within their work year:

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

1.2 As funds are available, the Association and the District will work towards increasing the number of paid holidays for part-time employees. The parties agree that inclusion of additional paid holidays will be openers in future negotiations.

Holidays will include the following:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Veteran's Day
6. Day After Thanksgiving
7. Thanksgiving
8. Day Before Christmas Day
9. Christmas Day

All part-time employees shall receive two paid holidays each year.

1.3 If a holiday falls on the weekend, the holiday will be designated and granted by the district on the Friday preceding or the Monday following said holiday. If a holiday falls within an employee's vacation period, the employee shall receive an extra day of paid vacation or be given an extra day off at the employee's discretion.

1.4 Employees who are required to work on a holiday shall receive their regular rate of pay for the holiday plus one and one-half (1-1/2) times their regular hourly rate for all hours worked on the holiday.

1.5 An employee may take a personal leave day immediately before and after a paid holiday provided the employee submitted a request prior to the leave and the leave was approved by the employee's supervisor.

Section 2 Vacations

2.1 Full-time employees shall accrue vacation days during the period from September 1 through August 31 of each year.

2.2 Full-time, full year employees (2080 hours per year) shall be granted paid vacations, based on years of continuous service calculated from their anniversary date of employment, in accordance with the following schedule:

1 through 5 years of service	10 days vacation
6 through 10 years of service	15 days vacation
11 through 20 years of service	20 days vacation
21 and greater years of service	25 days vacation

2.3 Staff must schedule vacation with their supervisors at least two (2) weeks in advance of the desired starting date. By mutual agreement of the employee and the supervisor, this time line may be waived. Vacation schedules must recognize the operating needs of the district and are subject to the approval of the immediate supervisor. Any dispute between employees regarding the schedule will be resolved in favor of seniority.

2.4 Employees may utilize vacation time with the approval of his/her immediate supervisor. The employee may utilize a vacation day(s) on a student attendance day only with the approval of the immediate supervisor.

2.5 An employee may choose to roll unused, paid vacation days into the following contract year. An employee may choose to accumulate vacation days to remain on paid status upon retirement, or to be cashed out on a 1:1 basis upon resigning his/her position with the district up to a maximum of two-hundred forty (240) hours as recorded by the District.

ARTICLE VIII – LEAVES

Section 1 Conditions and Terms of Leaves

1.1 Falsification of leave reports or requests of improper use of leaves shall constitute misuse of leave. Misuse of leaves may result in discipline which may include docking of pay on a per diem rate for the days of leave improperly taken.

1.2 For the purpose of this article immediate family is defined as spouse, registered domestic partner, children, parents, sister, brother, niece, nephew, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparents, aunt, uncle, and/or custodial relationships. The aforementioned immediate family terms include step relationships.

1.3 The District will follow the provisions of the Family Medical Leave Act and may extend these provisions to all members of the bargaining unit.

1.4 An employee who plans to take family or medical leave must provide the district with notification at least seven (7) work days in advance. If the leave is not foreseeable, the employee must notify the District no later than the fifth (5th) day of absence that leave is needed and must provide a written request for a family or medical leave at that time.

1.5 Upon returning from leave, the employee is entitled to be returned to the same position he or she previously held or to an equivalent position with equivalent benefits, pay and other terms and conditions or employment.

1.6 With permission from the Superintendent, an employee may extend the time on leave up to the limit and under the conditions enumerated in other leave sections of this Agreement.

1.7 Employees are entitled to intermittent leave and/or a reduced schedule for illness if such leave is medically necessary. Employees taking leave must notify the district of his/her intent to take leave and are entitled to take leave for any of the following reasons: (a) birth of a child, and in order to care for a newborn child, (b) placement with the employee of a son or daughter for adoption or foster care, (c) care for the employee's spouse, child, or parent with a serious health condition, or (d) because of a serious health condition that makes the employee unable to perform the function of his or her job. Employees who make contributions to health plan premiums must continue to do so while on leave.

1.8 Washington State Paid Family and Medical Leave (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Commencing January 1, 2019, the District shall pay the full amount of the payroll premium to fund this leave. (See Appendix E)

Section 2 Sick Leave and Emergency Leave

2.1 At the beginning of each school year, employees of the District shall be credited with twelve (12) days of leave to be used for reason of illness or injury. Such leave not taken shall accumulate from year to year to a maximum of 180 days. Compensation for such leave shall be the same as the employee would have received had the employee not taken the leave.

2.2 Part-time employees shall receive an amount of sick leave prorated based on the number of hours worked each day.

2.3 An employee, upon finding it necessary to be absent from his or her assigned duties by reason of illness, injury or appointments for medical reasons shall give notice to his or her immediate supervisor or supervisor's designee as far in advance as practical. The absence shall also be entered into the District reporting system within twenty-four (24) hours of returning to work. For planned surgeries or anticipated disability which will necessitate leave, the affected employee shall notify his or her immediate supervisor as far in advance as practical before the anticipated leave day.

2.4 Upon returning to work, the employee shall submit a leave request via the District reporting system, stating the number of hours absent and the type of leave being used. In the event of an absence for a period of five (5) or more working days in any single occurrence, the employee may be required to submit a doctor's written notice to the immediate supervisor.

2.5 The District will provide each employee with an accounting of his/her accumulated sick leave and establish an attendance incentive program for all employees in the following manner:

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, the district shall notify any eligible employee that the employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty days. All such leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at a rate of four days for every one day's monetary compensation. No employee may receive compensation under this section for illness or injury accumulated at a rate in excess of one day per month.

2.6 At the time of separation from school district employment due to retirement or death an eligible employee of the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

2.7 Eligible employee means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five and have at least ten years of service under SERS 3; or (c) employees who separate from employment and who are at least age fifty-five and have at least fifteen years of service under SERS 2. Monies received under this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state. All provisions contained herein shall be subject to uniform rules and regulations promulgated by the Superintendent of Public Instruction.

2.8 In lieu of remuneration for unused leave for illness or injury as provided in subsection (2) of this section, the employee may request that equivalent funds establish a post-retirement medical benefits plan (VEBA).

2.9 The District and the Association agree to the provisions of the Shared Leave Program which permits employees (certified and classified) to donate excess leave to an employee (certified or classified) suffering from, or who has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition. The District may require confirmation or documentation of said illness, injury, impairment, or condition. This program is intended to extend leave benefits to an employee who otherwise would have to take leave without pay or terminate his/her employment.

2.10 For the purpose of sick leave cash out, the maximum accumulation shall be one-hundred eighty days or the maximum allowed by law.

2.11 In the event an employee is absent for reasons which are covered by State Industrial Insurance, any time lost shall not be deducted from sick leave, provided, however, the employee may apply any accumulated sick leave to any required waiting periods. employees may use full sick leave and vacation leave benefits, up to their normal number of hours worked, or may use partial sick leave and vacation leave benefits to cover any wages not covered by industrial insurance payments.

2.12 An employee who is unable to perform his/her duties because of personal illness, maternity or other disability may, upon request, be granted a leave of absence without pay at the exhaustion of sick leave for up to the remainder of the school year.

Section 3 Bereavement Leave

3.1 The District shall authorize up to five days of leave with pay in the event of death in the employee's immediate family. Immediate family shall include father, father-in-law, mother, mother-in-law, children, stepchildren, grandparents, grandchildren, brother, sister, son-in-law, daughter-in-law, or anyone in the immediate household. The death of an aunt, uncle, niece, nephew, or close friend shall be the occasion for one (1) day of leave with pay. Any leave taken under this provision shall not be deducted from sick leave and shall not be cumulative from year to year. Additional leave may be granted at the discretion of the Superintendent. Such additional leave shall be deducted from the employee's sick leave.

Section 4 Maternity Leave

4.1 Maternity leave shall be granted in accordance with Section 1 above.

4.2 Accrued sick leave benefits may be used for childbirth and recovery there from.

4.3 An employee requesting maternity leave will give written notice to the District at least sixty (60) calendar days prior to the commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment. The employee and her doctor will determine when the start and end of the leave will occur.

4.4 In the event sick leave has been exhausted, the employee shall be granted a leave of absence not to exceed the remainder of the current school year.

4.5 An employee returning from maternity leave shall be returned to her previous position.

Section 5 Adoption Leave

5.1 Adoption leave shall be granted upon prior application to the district by a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of ten (10) days in any given year. Such leave may be used for court legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours or to

obtain physical custody of the child.

Section 6 Judicial Leave and Jury Duty

6.1 When an employee is called for jury duty in any municipal, county, state or federal court, the employee shall advise the building administrator or administrative designee immediately upon receipt of such call and if taken from work for such service shall be reimbursed at the rate of pay as would normally be accrued during performance of regular duties. In addition, the employee is entitled to the remuneration offered by the court for jury duty.

6.2 In the event an employee is named as a co-defendant or witness for the District in a suit brought against the District and such employee is required to appear in court as a result thereof, such employee shall be granted district leave (granted by superintendent) and compensated at the employee's regular hourly rate.

Section 7 Military Leave

7.1 Employees shall be granted military leaves of absence in accordance with law. While on leave, the employee shall retain all benefits, salary and seniority as though employment had been continuous in the district. Upon return from leave, the employee shall be placed in the position last held.

Section 8 Family Illness Leave

8.1 The District shall allow each employee leave for illness of family members as defined by state statute. Such leave shall be deducted from sick leave, personal leave or vacation leave, at the option of the employee. The District may require the employee to provide a note from a doctor attesting to the family member's illness.

Section 9 Personal Leave

9.1 Up to two days of personal leave with pay shall be granted annually to each employee. Two (2) unused personal days may be carried over to the next school year for a maximum of four (4) days. Unused personal leave may be "cashed out" at the substitute rate of pay if requested in writing by the employee by July 1.

Employees shall provide notice to the immediate supervisor and the District superintendent forty-eight (48) hours prior to taking personal leave. The supervisor may waive the notice requirement. Up to two (2) days of sick leave may be used for personal leave with the approval of the employee's supervisor.

Section 10 Association Leave

10.1 The District will grant the Association leave for matters related to bargaining, contract administration and maintenance, investigation of grievances, preparation for and participation in grievance arbitration, attendance of the WEA Representative Assembly or other regional or state conferences or other activities concerning labor relations and or legislation related to wages, hours, terms and conditions of employment of education Bargaining Unit Members.

10.2 The Association president shall determine who may use such leave and shall submit a written request to the District for use of such leave at least forty-eight (48) hours in advance.

10.3 Leave will be granted based upon the availability of a substitute or if deemed by the Superintendent not to cause undue hardship to the District.

10.4 The Association will pay substitute costs.

Section 11 **Leaves of Absence**

11.1 A one-year educational leave of absence without pay may be granted by the McCleary School Board of Directors with the following provisions:

- a. An employee has completed five (5) years of satisfactory employment in the District to be eligible.
- b. A suitable replacement can be secured for the one year the leave is in effect.
- c. The request for such leave will be made by April 1 for the ensuing year.
- d. The employee with the greater District seniority will be considered first.
- e. The Board will have the right to review requests leave that are not strictly educational in nature.

11.2 The employee will retain previously accrued sick leave, vested vacation rights and seniority rights while on leave of absence. However, vacation credits, sick leave, seniority and all other fringe benefits shall not accrue while the employee is on leave of absence, provided, however, that if such leave of absence is approved for extended illness or job-related injury, seniority shall accrue.

Section 12 **Position Elimination**

12.1 Employees who are on leave shall be subject to the Layoff and Recall provisions of this Agreement.

Section 13 **Substitutes**

13.1 Employees shall not be required to arrange for their own substitutes for any type of absence or leave. Sick leave may not be denied based upon a lack of substitutes.

ARTICLE IX – PERSONNEL FILES AND EVALUATION

Section 1 Personnel Files

1.1 Employees shall, upon written request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, copies of any documents contained therein shall be afforded the employee at the employee's expense. No secret, duplicate, alternate or other personnel file

shall be kept anywhere in the District. An Association representative at the employees request may be present in this review which shall take place within view of the Superintendent/designee.

1.2 Any derogatory material not shown to an employee within five (5) work days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's signed acknowledgement and opportunity to attach his/her own comments.

1.3 A signature does not necessarily mean agreement with the contents of the document; it merely indicates receipt of the document.

1.4 All materials in the personnel file not necessary for record keeping shall be purged annually, removed and destroyed (including electronic copies) at the request of the employee.

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 – Definitions

1.1 A grievance is an alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement.

1.2 A grievant shall mean an individual, a group of individuals and/or the Association.

1.3 The term “days” when used hereinafter shall mean work days.

Section 2 – Procedure for Processing Grievances

2.1: Informal Step

a. The grievant and/or the Association representative will orally present a grievance to the building principal within a reasonable time frame, not to exceed ten (10) days of the perceived violation. If the grievance is not settled orally, the grievance shall be presented in writing to building principal within five (5) days after the informal step.

2.2 Step 1: Building Principal

a. The “Statement of Grievance” shall name the grievant(s) involved, the facts giving rise to the grievance, provision(s) of the Agreement alleged to be violated and the remedy (specific relief) requested.

b. The building principal, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), the Association representative and the Superintendent. A meeting will be scheduled within five (5) days of the written grievance. The building principal shall answer the grievance in writing within five (5) days of the meeting. The answer shall include the reasons upon which the decision was based to the grievant(s) and Association representative and the Superintendent.

c. No new issues may be brought forward by either party after this step of the grievance; only clarifying information about the filed grievance may be considered.

2.2 Step 2: Superintendent

a. If no satisfactory settlement is reached in Step 1, the grievance may be appealed in writing to the Superintendent within five (5) days of receipt of the decision rendered by the building principal.

b. The Superintendent shall arrange for a grievance meeting with the grievant(s) and/or Association representative within five (5) days of the receipt of the appeal. The parties of interest shall have the right to include at the hearing such witnesses and counselors as they deem necessary to develop the facts pertinent to the grievance.

c. The Superintendent shall provide a written decision incorporating the reasons upon which the decision was based to the grievant(s), and/or the Association representative within five (5) days from the conclusion of the meeting.

2.3 Step 3: Board of Directors

a. If no satisfactory settlement is reached in Step 3, the grievance may be appealed in writing to the School Board of Directors within five (5) days of receipt of the decision rendered by the superintendent.

b. The Superintendent shall arrange for a grievance meeting of the grievant(s) and/or Association representative and the School Board of Directors and Superintendent and the person(s) against whom the grievance was filed. Such meeting shall be scheduled within five (5) days of the receipt of the appeal.

c. The Board or its designee shall provide a written decision incorporating the reasons upon which the decision was based to the grievant(s), and/or Association representative within five (5) days from the conclusion of the meeting.

d. The decision of the Board of Directors shall be considered the final decision of the District.

2.4 Step 4: Arbitration

a. If no satisfactory settlement is reached at Step 3, the Association, at its sole discretion, within ten (10) days of the receipt of the decision may appeal the final decision of the District to arbitration. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike 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.

b. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator shall confine his inquiry and decision to the specific area(s) of the contract cited in the grievance form.

- c. The arbitrator’s decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant (s).
- d. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

Section 3 – Additional Provisions

3.1 Time Limits

- a. Time limits provided in this procedure may be extended by mutual agreement.
- b. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within a specific time limit shall permit the grievant to lodge an appeal at the next step of this procedure.
- c. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District’s answer at the previous step.

3.2 A grievant can be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

3.3 The District shall not discriminate against any individual employee or the Association for taking action under this Article.

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

ARTICLE XI – PROFESSIONAL DEVELOPMENT

Section 1 Voluntary Conferences/Workshops/In-Service

The Association and the District share a commitment to on-going professional development for all employees.

1.1 With advance approval by the Superintendent or designee, each employee will have opportunities to participate in conferences/workshops/in-service with no reduction in pay. If such activities occur on non-work time, the employee shall be reimbursed at their regular hourly rate of pay for up to eight (8) hours. Overtime will not be paid for attendance at voluntary events.

1.2 The District shall pay the costs of transportation, lodging (if the event lasts for more than one day), meals and registration fees.

Section 2 Required Training or Meetings

2.1 Any hours of meetings, training, or professional development or college courses required by the District to maintain employment will be paid at the employee's regular hourly rate of pay or at overtime rate, if applicable, for all hours in attendance including travel time, if the employee is required to travel outside the District. Expenses (travel, food, and lodging) incurred, fees and tuition will be paid by the district. Lodging may be paid if the distance is more than fifty (50) miles one way from the school and the conference/training lasts more than one (1) day.

ARTICLE XII – BENEFITS AND RETIREMENT

Section 1 Benefits

1.1 Beginning January 1, 2020, employees who work, or who are expected to work, at least 630 hours in a school year will be eligible to participate in the School Employees Benefits Board (SEBB).

1.2 The District will contribute the full portion of the employer contribution to the SEBB for insurance programs as adopted in the School Employees Health Care Coalition agreement for all eligible employees. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, the term "school year" means September 1 through August 31.

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

1.4 Benefits provided by the SEBB will include, but not be limited to Basic Life and Accidental Death and Dismemberment Insurance (AD&D), Basic Long-Term Disability Coverage, Vision, Dental including orthodontia, and medical insurance coverage.

1.5 Employees are eligible to participate in the SEBB-offered Medical Flexible Spending Arrangement (FSA), Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deductions for any supplemental insurance that they choose to enroll in through SEBB, such as increased AD&D, long-term disability, and so on.

2 Dependent Coverage for the Purpose of SEBB

2.1 The term "dependent" shall mean legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

2.2 Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019, but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the district and paid to the HCA for this purpose.

3 Eligibility

3.1 All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but who are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.

3.2 Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave will be considered in an employment status for the provisions of this section. An employee on approved leave under the Federal Family and Medical Leave Act (FMLA)

or the Washington State Paid Family Medical Leave Program (PFMLA) may continue to receive the employer contribution toward SEBB insurance coverage in accordance with Federal FMLA rules (including, but not limited to, 29 CFR §825.209 and §825.210) or RCW 50A.04.245, as appropriate.

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

4 Benefit Enrollment/Start

4.1 Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee benefit coverage will begin in September if the employee is expected to 630 hours or more during the school year and that employee begins on or before the first day of school in September.

4.2 Should an employee who previously was not expected to be eligible for benefits under SEBB subsequently work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive years, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

5 Benefit Termination End

1.1 Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full contract obligation (i.e., the end of the school year in June), resignation will not be effective and benefit coverage will continue until August 31.

Section 2 Retirement

Employees shall be members of the Public Employees Retirement System or the School Employees Retirement System as required by law. The District shall report all hours worked, whether straight time, extended time or overtime, for the purpose of retirement.

ARTICLE XIII – SALARIES AND EMPLOYEE COMPENSATION

Section 1 Salary Payment

1.1 Employees shall be paid on an hourly basis and shall be paid for all hours worked. Each employee shall be paid according to his/her salary step as set forth in Appendix A.

1.2 An employee's base salary (including holiday and vacation pay, stipends, longevity, etc.) shall be paid in twelve (12) equal monthly installments.

1.3 Salaries contained in Appendix A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XIII. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

1.4 Retroactive pay, where applicable, shall be paid on the first regular pay day following mutual ratification of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XIII, such retroactive pay shall be paid on the first regular pay day following mutual ratification of such schedule, if possible, and in any case not later than the second regular pay day.

1.5 Incremental steps, where applicable, shall take effect on September 1 of each year provided the employee has been employed with the District at least ninety (90) days of the previous work year.

1.6 For the purposes of calculating daily hours, time worked shall be rounded up to the nearest one-quarter (1/4) hour.

1.7 Employee's hired prior to September 1, 2018 who work a seven (7) hour day, will be grandfathered as a seven (7) hour employee.

- a. Employees hired after September 1, 2018 shall be hired for the number of hours posted in the job posting as determined by the District. The Association shall be notified prior to any posting.

1.8 The amount of salary increases from the State-authorized inflationary adjustment shall be passed through to Bargaining Unit Members.

1.9 In the event of unusual school closure due to inclement weather or other unforeseen events, the District will provide notification which may include radio, television, and the District's social media pages. It is the employee's responsibility to check these sources for any delay notification prior to beginning travel to work. Bus drivers, kitchen staff, and custodial staff reporting to work shall receive a minimum of two hours' pay, up to the actual number of hours worked, at their rate of pay in the event of such a closure; provided, however, no employee shall be provided with compensation if they failed to check all available sources relating to the closure.

1.10 Any Bus Drivers conducting midday routes shall be compensated with a minimum of 1 hour pay.

1.11 Longevity Stipend: All Bargaining Unit Members who have worked 11-15 consecutive years in the McCleary School District, shall be compensated with an additional .25 per hour. Bargaining Unit Members who have worked 16-19 consecutive years in the McCleary School District shall be compensated with an additional \$0.25 per hour (\$0.50 per hour total). Bargaining Unit Members who have worked 20+ consecutive years in the McCleary School District shall be compensated with an additional \$0.25 per hour (\$0.75 per hour total). Longevity will be retained while Bargaining Unit Member is on an approved leave of absence.

1.12 Afterschool and Extracurricular Events: A Bargaining Unit Member asked to attend an event outside of their regularly scheduled day in a working capacity shall be paid at their regular rate of pay. All time worked will be documented on a timesheet. All Afterschool and Extracurricular Event time worked outside of the regularly scheduled day must have prior administrative approval. The employee has the right to decline any request of work outside of their regular hours.

Section 2 Movement to a Higher Salary Range

1.1 Any employee who transfers to a position on a higher salary range shall be placed on the higher range at their current step.

Section 3 Mileage and Expenses

1.1 Any employee required to work on call back or required to travel in a private vehicle on District business shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile. Any employee who is required to travel outside the District on District business shall be reimbursed for mileage.

Section 4 Reimbursement Policy

1.1 The District will reimburse employees for the cost of all certificates, licenses, health tests and health exams which are required by District policy or law for the employee to retain his/her position. This does not include costs incurred during a pre-employment training program or the fees for renewal of an employee's personal driver's license.

Section 5 Payroll Deductions

1.1 The District will make payroll deductions for employees as required by law. The District will make employee-voluntary deductions for tax sheltered annuities, optional insurance programs, Association dues, credit union payments (including savings, etc.), duly registered political action committee

contributions, United Way and any other legal deduction requested by the employee.

Section 6 Automatic Payroll Deposit

1.1 The District shall pay employees through automatic payroll deposit.

ARTICLE XIV– TERMS AND SEPARABILITY OF PROVISIONS

Section 1 Term

The term of this Agreement shall be September 1, 2022, to August 31, 2025.

Section 2 Mutual Reopener

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except that this Agreement may be reopened for financial considerations to include benefits and can be modified at any time during its term upon mutual written consent of the District and the Association.

Section 3 Re-Opening for Negotiations

This agreement shall be reopened at the request of either party to consider the impact of legislation enacted following the execution of this Agreement which affects the terms and conditions herein.

Section 4 Salary Increases

- 2022-23 1.5% increase plus State-authorized Inflationary Adjustment (currently 5.50%)
- 2023-24 State-authorized Inflationary Adjustment or 3.00%, whichever is higher.
- 2024-25 State-authorized Inflationary Adjustment or 3.00%, whichever is higher.

Create new additional classification – EA II – increasing \$1.50 each step above the current EA Step. Retitle the EA classification to EA I. Should the EA II’s responsibilities change (ESE student leave the district and there is not another ESE student to assign them to) they will be adjusted to an EA I at their current step.

Section 5 Beginning Bargaining

The parties agree to commence bargaining for a successor agreement prior to the end of the 2024-2025 school year.

RATIFICATION

Approved and ratified by the Board of Directors, McCleary School District #65, as recorded in the minutes of the Board's meeting of April 27, 2023 and the McCleary Education Association as recorded in the minutes of the Association meeting of March 14, 2023.

In witness thereof:

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Nicole Skeem, Board Chair

Audra Price, MESP President

APPENDIX A – 2022-23 SALARY SCHEDULE

2022 - 2023 CLASSIFIED SALARY SCHEDULE												0.25	0.25	0.25
Lane	Position	01	02	03	04	05	06	07	08	09	10	11-15	16-19	20+
MNTLD	Maintenance Lead	26.87	27.40	27.95	28.53	29.10	29.68	30.29	30.90	31.51	32.15	32.40	32.65	32.90
TRNLD	Transportation Lead	26.87	27.40	27.95	28.53	29.10	29.68	30.29	30.90	31.51	32.15	32.40	32.65	32.90
NETSY	Network Systems	25.69	26.22	26.74	27.27	27.82	28.37	28.93	29.51	30.10	30.70	30.95	31.20	31.45
OFFLD	Office Lead	25.47	25.98	26.49	27.02	27.56	28.11	28.68	29.24	29.84	30.43	30.68	30.93	31.18
OFFSC	SPED/Office Secretary	24.29	24.77	25.26	25.78	26.29	26.81	27.36	27.91	28.47	29.04	29.29	29.54	29.79
BUSDR	Bus Driver	23.02	23.49	23.96	24.44	24.93	25.41	25.92	26.45	26.97	27.51	27.76	28.01	28.26
FOODL	Food Service Lead	23.26	23.73	24.20	24.68	25.18	25.68	26.20	26.73	27.25	27.80	28.05	28.30	28.55
MAINT	Custodial	20.83	21.24	21.66	22.08	22.53	22.98	23.44	23.91	24.40	24.89	25.14	25.39	25.64
EA II	Educational Assistant	22.51	22.93	23.36	23.79	24.24	24.70	25.16	25.62	26.11	26.60	26.85	27.10	27.35
EA I	Educational Assistant	21.01	21.43	21.86	22.29	22.74	23.20	23.66	24.12	24.61	25.10	25.35	25.60	25.85
FOOD	Food Service	19.46	19.85	20.24	20.65	21.06	21.49	21.92	22.34	22.79	23.26	23.51	23.76	24.01

APPENDIX B – CALENDAR

Rev: TIME \@ "M/d/yy" 1/12/18 [Calendar Template](#) ©
www.calendarlabs.com

APPENDIX C –EVALUATION FORM

**McCleary School District
Classified Job Performance Evaluation**

Employee:

Job Title:

Location:

Evaluation Period:

Current Date:

Job Performance Evaluation

Criteria	Outstanding	Above Average	Satisfactor y	Needs Improvement	Unsatisfactory
Job Knowledge					
Work Quality					
Work Quantity					
Judgment					
Initiative					
Teamwork					
Dependability					
Attendance					

Comments:

Supervisor’s Comments:

Employee Comments (Optional):

Supervisor’s Signature

Employee’s Signature

This signature indicates that the employee has seen and discussed the evaluation report. This does not necessarily indicate complete agreement with all factors of the evaluation.

Performance Criteria

	Outstanding	Above Average	Satisfactory	Needs Improvement	Unsatisfactory
Job Knowledge	<input type="checkbox"/> Demonstrates outstanding working knowledge of all critical phases of the position.	<input type="checkbox"/> Demonstrates above average working knowledge of all critical phases of the position.	<input type="checkbox"/> Demonstrates satisfactory knowledge of all phases of the position.	<input type="checkbox"/> Requires assistance for phases of the job, which should be understood and independently incorporated into the position.	<input type="checkbox"/> Demonstrates lack of knowledge required of the position.
Work Quality	<input type="checkbox"/> Tasks performed competently with little or no assistance required. End product requires minimal modifications.	<input type="checkbox"/> Performs tasks satisfactorily and requires limited assistance. End product may require modification.	<input type="checkbox"/> Performs task satisfactorily with acceptable amount of assistance.	<input type="checkbox"/> Required more assistance than necessary to perform tasks adequately. End product often requires further modification.	<input type="checkbox"/> Does not complete assignments satisfactorily.
Work Quantity	<input type="checkbox"/> Output is always above the standards for the position.	<input type="checkbox"/> Output is frequently above the standards for the position.	<input type="checkbox"/> Output meets the standards for the position.	<input type="checkbox"/> Output is frequently below the standards for the position.	<input type="checkbox"/> Output is consistently below the standards for the position.
Judgment	<input type="checkbox"/> Makes consistently superior decisions and/or recommendations within the scope of the position and complexity of the problem.	<input type="checkbox"/> Makes well-developed decisions and/or recommendations within the scope of the position responsibility.	<input type="checkbox"/> Makes decisions and/or recommendations within the scope of the position responsibility and seeks advice when needed.	<input type="checkbox"/> Makes inadequate decisions and/or recommendations and/or fails to seek assistance when required.	<input type="checkbox"/> Does not make sound decisions and/or recommendations without extensive monitoring and guidance.
Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Looks for different methods of performing requirements of the position or organization. Evaluates alternative and impact of potential changes. Develops methods and procedures for handling new activities.	Has looked at some potential alternatives for existing functions. Improvises and recommends ideas for new position activities.	Works with existing methods of operation and assists in development of procedures for new activities when directed.	Rarely initiates ideas for improved methods. Needs assistance in developing procedures for accomplishing new tasks.	Does not look for alternative methods of performing job assignment. Not able to perform new tasks without detailed instruction.
Teamwork	<input type="checkbox"/> Shows exceptional skills in working with all co-workers. Cooperative, courteous, and understanding, even in difficult situations.	<input type="checkbox"/> Maintains an above average working relationship with most co-workers. Cooperative, courteous, and understanding in most work situations.	<input type="checkbox"/> Exhibits satisfactory skills in working with most co-workers. Works with others well enough to get the job done.	<input type="checkbox"/> Demonstrates inadequate skills in working with co-workers. Occasionally uncooperative and/or discourteous.	<input type="checkbox"/> Has difficulty working with most co-workers. Is uncooperative and discourteous.
Dependability	<input type="checkbox"/> Exceptionally dependable in accomplishing job responsibilities. Can be fully relied upon from a business and confidential standpoint.	<input type="checkbox"/> Accomplishes job responsibilities. Recognizes difficulties beyond the scope of the position in sufficient time to initiate or recommend corrective action.	<input type="checkbox"/> Completes job responsibilities within established guidelines. Requires minimum supervision.	<input type="checkbox"/> Cannot be relied upon to complete job responsibilities within established guidelines in absence of supervision.	<input type="checkbox"/> Cannot be relied upon to complete job responsibilities.
Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Employee is always regular and prompt. Very low absenteeism.	Employee is very prompt. Regular in attendance.	Employee is usually present and on time.	Employee lax in attendance and/or reporting for work on time.	Employee is often absent without good excuse and/or frequently report for work late.
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Appendix D

Family Medical Leave Act

- A. In addition to other leave provisions provided in this Agreement, employees shall be eligible for the leave in accordance with the Family and Medical Leave Act. The Family and Medical Leave Act (FMLA) entitles eligible employees to take unpaid, job protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to twelve workweeks in a 12-month period for
- The birth of a son or daughter or placement of a son or daughter with employee for adoption or foster care;
 - To care for a spouse, son, daughter, or parent who has a serious health condition;
 - For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
 - For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or to covered active-duty status.

Military Family Leave Act

- A. An eligible employee may also take up to 26 workweeks of leave during a “single 12-month period” to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent or next of kin of the servicemember. the “single 12-month period” for military caregiver leave is different from the 12-month period used for the FMLA leave reasons.

Washington State Paid Family and Medical Leave (PFML)

Leave, each year, employees may be entitled to one of the following:

- 12 weeks of family or medical leave
- 14 weeks of family or medical leave if the employee experiences a pregnancy-related health condition that results in incapacity.
- 16 weeks of combined family and medical leave.
- 18 weeks of combined family and medical leave if the employee experiences a pregnancy-related serious health condition that results in incapacity.

An employee is eligible if he or she worked at least 820 hours during a “qualifying period.” A qualifying period is the first four of the last five calendar quarters, or the last four full quarters.

Waiting period. There is a seven-day waiting period for benefits. However, there is no waiting period if an employee takes a leave for the birth or placement of a child.

This leave must be taken concurrently with any leave taken under the federal family and medical leave act of 1993. The District will follow State and Federal rules relating to benefit coverage during the time of protected leave.

