COLLECTIVE BARGAINING AGREEMENT BETWEEN

WALLA WALLA SCHOOL DISTRICT #140



PUBLIC SCHOOL EMPLOYEES OF WALLA WALLA

SEPTEMBER 1, 2013 - AUGUST 31, 2016



Public School Employees of Washington / SEIU Local 1948P.O. Box 798

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TABLE OF CONTENTS

		<u>Page</u>	
DECLARATION OF PRINCIPLES			
PREAMBLE			
ARTICLE I	RECOGNITION AND COVERAGE	1	
ARTICLE II	RIGHTS OF EMPLOYER	2	
ARTICLE III	RIGHTS OF EMPLOYEES	3	
ARTICLE IV	RIGHTS OF THE ASSOCIATION	4	
ARTICLE V	HOURS OF WORK AND OVERTIME	5	
ARTICLE VI	HOLIDAYS AND VACATION	8	
ARTICLE VII	LEAVES	10	
ARTICLE VIII	SENIORITY, LAYOFF, AND JOB POSTING	14	
ARTICLE IX	INSURANCE	16	
ARTICLE X	TRAVEL AND TRAINING	17	
ARTICLE XI	ASSOCIATION MEMBERSHIP	18	
ARTICLE XII	GRIEVANCE PROCEDURE	19	
ARTICLE XIII	TRANSFER OF PREVIOUS EXPERIENCE	21	
ARTICLE XIV	SALARIES AND EMPLOYEE COMPENSATION	21	
ARTICLE XV	TERM AND SEPARABILITY OF PROVISIONS	23	
SCHEDULE A			
SIGNATURE PAGE			
SALARY IOR DESCRIPTION (attached)			

SALARY – JOB DESCRIPTION (attached)

LOA – Position of Asst. to Athletic Director (attached)

DECLARATION OF PRINCIPLES

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41 The Walla Walla School District hereby recognizes the Public School Employees, Walla Walla 42

Section 1.1.

Chapter, as the exclusive bargaining representative for all classified, regular full-time, regular part-time 43 and temporary employees in the following job classifications: Para-Educators, Transportation, 44 Custodial, Maintenance, Secretarial, Intervention Specialists, Nutrition Services, Health Clinicians, 45 Campus Security Assistants and Technology Specialists. The Association shall not represent the 46 following: Executive Director Business Services, Director of Transportation, Director of Nutrition

Services, Director of Facilities and Operations, Fiscal Manager, Assistant Director of Personnel,

- 1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
- 2. 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 hereto.
- 3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
- 4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
- 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into between Walla Walla School District (hereinafter "District") and Public School Employees of Walla Walla School District, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLEI RECOGNITION AND COVERAGE

- Director of Health Services, and substitutes. Additionally, confidential employees, e.g. Administrative
- 2 Assistant to the Superintendent, Administrative Assistant to the Assistant Superintendent,
 - Administrative Assistant to the Executive Director Business Services, Communications Director,
- ⁴ Payroll Officers, Fiscal Assistants, Computer Network Engineers, Transportation Supervisor, and
 - Secretary to Assistant Director of Personnel are specifically excluded from the Association.

Section 1.1.1. Represented Substitutes:

Substitutes who have been employed by the District for thirty (30) or more days during the current or preceding twelve (12)-month period ending in a school year shall be given a 6.8% increase in their hourly rate of pay beginning on the thirty-first (31st) day of the year in which they qualify. Represented Substitutes will receive no other benefits of this agreement.

Section 1.2.

A Classified School Employee is any school employee, whose position does not require a teaching certificate, excluding administrative personnel.

Section 1.3.

A regular part-time employee is normally one who works or is expected to work less than two thousand eighty (2,080) hours per year and who satisfies the usual requirements for regularity of employment and sufficient community of interest with bargaining unit members.

Section 1.4. Temporary Position.

Temporary employees who fill a specific position which is projected to be ninety (90) consecutive workdays or more shall be considered bargaining unit members as of the date of hire for the temporary position and shall receive all contractual benefits on the first (1st) day of hire.

ARTICLEII

RIGHTS OF EMPLOYER

Section 2.1.

The Walla Walla School District Board of Directors, whether or not acting through its respective administrative staff, retains all rights to the administration of the District. These rights include, but are not limited to: operational management, control of school properties and facilities, supervision of curriculum and instruction, athletic and recreation programs, and the selection, assignment, transfer, promotion and demotion, and discipline or dismissal of all personnel.

Section 2.2.

The Board, acting in behalf of the electorate of the School District, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the laws and the constitution of the State of Washington and/or the United States.

Section 2.3.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and

matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this agreement.

Section 2.4.

Principal Empowerment: The District agrees to provide P.S.E. with two (2) weeks notice prior to taking any requests for statutory or regulatory waivers to the District's Board of Directors.

ARTICLEIII

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District will not discriminate against any employee with respect to membership or non-membership in the Association.

Section 3.2.

Each employee shall have the right to bring matters of concern to the attention of the Association representatives and/or appropriate officials of the District.

Section 3.3.

Employees subject to this Agreement shall be entitled to have present, a representative of the Association during any investigative meeting or disciplinary action. For the purpose of interpretation of this section, disciplinary action shall mean situations in which an employee is to receive a verbal warning, written reprimand, a suspension from work or a notice of termination.

Section 3.4.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the employee or others.

Section 3.5. Due Process.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to discipline an employee, it shall be done in private. Progressive discipline shall generally be as follows: verbal warning, written warning, suspension, termination. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.

Section 3.6. Investigatory Interviews/Disciplinary Actions.

In the event a formal investigatory interview is going to be conducted, each employee has the right to the following information prior to such interview:

- A. Reasonable written notice prior to any meeting that could lead to discipline.
- B. Notice of allegations, or topic of the investigation.

Section 3.7.

There shall be one (1) official personnel file for each employee and it will be kept in the District Personnel Office. Each employee shall have the right to see material placed in his/her personnel file, provided the request is made at the District Personnel Office during normal work hours. Derogatory material contained in the personnel file, except evaluations, may be removed upon request made to the Superintendent or designee, two (2) years or more after its placement in the file, provided there are no related violations. The employee shall have the right to respond in writing to any materials in the file, and such response shall become part of the file. The intention is to remove non-egregious violations.

ARTICLEIV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2.

Section 30 The A

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington State Organization.

Section 4.3.

The President of the Association and designated representatives will be provided time off without loss of pay to a maximum combined total of ten (10) days per year to attend regional or State meetings when the purpose of those meetings is in the best interests of the District as determined by the District Administration.

Section 4.3.1.

A record of time devoted to Association business may be required by the District administration and submitted through regular payroll report channels.

Section 4.4.

Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work. Time during work hours will be allowed for the purpose of negotiations for Association

representatives. Association representatives will guard against the use of excess time in the handling of 1 such matters. 2

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Section 4.5.

- The Association shall be entitled to use, when available, the following District equipment for 5
 - Association Business: Copiers, email and computers. The Association shall pay the costs of any
- consumable materials. The District shall allow a bulletin board space in each school for the use of the
- Association. 8

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Section 4.6.

The district shall notify the Association President of any changes or modifications to all job postings and/or job descriptions.

ARTICLEV

HOURS OF WORK AND OVERTIME

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Section 5.1. Overtime.

All employees shall be paid time and one-half (1.5) of their regular hourly rate for all time worked over forty (40) hours. All overtime must be approved by the employee's immediate supervisor.

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All employees except bus drivers shall be paid time and one-half (1.5) on the sixth (6^{th}) day and double (2) time on the seventh (7th) day of their work week and holidays when requested to work on said day by the employee's immediate supervisor. Holidays will be considered time worked.

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Bus drivers will be paid time and one-half (1.5) for all time worked in excess of forty (40) hours per 28 week and double (2) time for all hours worked on a Sunday or a holiday, excluding Sunday hours that

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If an employee is called back to duty after regular work hours by a superior, the District will pay said employee for two (2) hours or time worked whichever is greater, at the employee's appropriate rate of 33 pay. 34

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Section 5.1.2.

are part of the driver's regular schedule.

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When the regular work schedule is interrupted by emergencies, a flexible work schedule may be developed, by mutual agreement between the employee and the supervisor that could involve working weekends for regular pay.

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Section 5.2.

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classification corresponding to the employee's longevity. Longevity is years of service within Walla 43 Walla School District.

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All employees who are required to work in a higher paid classification will be paid at the first rate in the higher classification that will result in a salary increase. The higher rate of pay will be paid from the first day.

An employee who takes a higher paid position permanently will be paid at the rate in the higher

Any time an employee is assigned by the Director of Facilities and Operations to work overtime in a higher paid job classification, the overtime pay will be based on the higher rate of pay.

Section 5.2.1.

 An employee who is requested to temporarily work in a lower paid classification will be paid at the higher rate of pay.

5.2.1.2

When an employee is asked to provide coverage in the absence of the Director of Facilities and Operations, the employee will be compensated at the rate of one hundred twenty percent (120%) of the employee's regular rate of pay.

Section 5.2.2. For Custodians Only:

When a Head Custodian is absent the Assistant Custodian will step-up to the head position accepting all hours and responsibilities. When school is in session, the most senior Custodian will step-up to the Assistant Custodian position accepting all hours and responsibilities. If the most senior Custodian does not want to take on the hours and responsibilities of the Assistant Custodian, the next senior Custodian would take on this responsibility; the process would continue until the position is filled. Any employee who steps-up to a higher position shall work the entire shift to receive the higher rate of pay. When school is not in session, only the Assistant Custodian will step-up; no one else will step-up to the Assistant Custodian position unless an Administrator has reason to make an exception.

Section 5.3.

Custodial building checks required on Saturday, Sunday, or contract Holidays, shall be allowed two (2) hours per day checked. Any additional time worked requires authorization. Those conducting building checks shall follow a plan prescribed by the building supervisor.

Section 5.4.

The following items apply to bus drivers only:

- 1. The District will continue to pay thirty (30) minutes per day, per driver, for pre-trip inspection, refueling, cleaning and a monthly mandatory safety and business meeting. The said meeting is not to exceed one (1) hour in duration. These thirty (30) minutes will be added to the driver's regular route time. For drivers who have a midday run in addition to a morning and afternoon run, an additional fifteen (15) minutes will be allowed for a pre-trip inspection. Note: This does not apply to extracurricular trips.
- 2. All bus trips will be paid at the driver's regular rate of pay for the duration of the trip. On out of town trips, drivers will receive all meals as appropriate. Drivers will be paid two (2) hours pay when an extra trip is cancelled on a weekend or will be paid for actual route time during the normal work week when the driver's normal run was given up to drive the extra run.
- 3. Senior regular drivers shall receive preference for extra activity runs up to their forty (40) hour limit before substitutes are used. Drivers shall be allowed to rebid extra activity runs up to twenty-four (24) hours prior to the day of departure, in order to obtain their forty (40) hour limit.

- 4. Arrangement by mutual agreement will be made between drivers and coaches/chaperones if the driver intends to leave the designated location during games/activities for meals or other necessary travel.
- 5. The Transportation Supervisor has the option to switch drivers and/or trips if it is determined that the next driver on the rotation schedule is not qualified to drive the next unassigned trip.

Section 5.4.1. Overnight Trips.

- 1. Due to the safety of all concerned, drivers must have their own room and be given the opportunity to receive at least eight (8) hours of uninterrupted rest in a twenty-four (24) hour period.
- 2. Bus drivers can be used to transport students to and from place of operation, restaurants, theaters, etc., only when properly chaperoned.
- 3. Bus drivers are not responsible for chaperoning students on overnight trips.
- 4. On all overnight bus trips drivers shall be reimbursed for food and lodging at the same rate currently paid by the Walla Walla School District. An advance travel allowance of one hundred dollars (\$100.00) per day shall be provided to each driver for each overnight trip. The drivers are to furnish receipts for all trip-related expenses and to reconcile their expenses promptly upon return from the trip.
- 5. Overnight trips will be listed and posted with the regular trips. The senior qualified driver who signs for an overnight trip will be assigned to that trip.
 - A driver who has taken an overnight trip will not be eligible for another overnight trip until all regular drivers have had an opportunity to drive an overnight trip.
- 6. Should the Supervisor of Transportation have to assign a driver to an overnight trip, the trip will be assigned to the senior regular qualified driver on a rotation basis. Said trip will not count as an overnight trip against that driver's regular rotation.

Section 5.4.2. Sunday and/or Holiday Trips.

Sunday and/or holiday trips will be listed and posted with the regular trips. The senior qualified driver who signs for a Sunday or holiday trip will be assigned to that trip.

The driver who has taken a Sunday or holiday trip will not be eligible for another Sunday or holiday trip until all regular drivers have had an opportunity to drive a Sunday or holiday trip.

Section 5.4.3.

The District shall also have the right to accept donated transportation after notifying the union president or designee.

Section 5.5. Subcontracting.

Should the District tentatively plan subcontracting of work currently performed by bargaining unit members, it shall have an obligation to bargain with the Association regarding the wages, hours and general working conditions of those employees involved.

Section 5.5.1. Donated Work.

For the purpose of this section, donated work means work done by student volunteers, District employee volunteers and community volunteers. The District shall have the right to accept donated work if a request for donated work is submitted by work order and approved by the Director of Facilities and Operations. A copy of the approved work order shall be immediately sent to the PSE President.

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The Director of Facilities and Operations may require that volunteer labor will work with and be supervised by Plant Facilities crew member(s).

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Section 5.6.

The annual work calendar for all classified employees shall be established prior to October 1 of each school year by the appropriate supervisor.

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ARTICLE VI

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HOLIDAYS AND VACATIONS

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Section 6.1.

The following shall be recognized as holidays with pay for all twelve (12) month employees:

1. New Year's Day

- 2. Martin Luther King's Birthday
- 3. President's Day
- 4. Memorial Day
- 5. Independence Day
- 6. Labor Day
- 7. Veteran's Day
- 8. Thanksgiving Day
- 9. Day After Thanksgiving
- 10. Christmas Day
- 11. Day Before or Day after Christmas
- 12. Day Before or Day after New Year's Day

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The following shall be recognized as holidays with pay for all part-time employees:

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

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All part-time employee paid holidays are based on the average workday for that employee.

Section 6.2.

If a holiday falls on a weekend, another day shall be named in lieu thereof, and allowed as such, or added to vacation.

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Section 6.2.1.

The District will implement an unpaid layoff around the Fourth of July holiday during a 261-262 day work year for all twelve (12) month employees. This will not reduce their annual compensation.

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Section 6.2.2.

Incentive Leave - An employee shall receive one (1) day of service incentive leave each year commencing with the fourteenth (14th) year of employment in a public school in the State of Washington. An additional day shall be granted commencing with the twenty-first (21st) year of employment in a public school in the State of Washington. Such leave shall not accumulate from year to year. This leave is to be taken according to mutual arrangement and agreement between the employee and the immediate supervisor.

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Section 6.3.

All twelve (12) month employees shall be entitled to ten (10) workdays' vacation with pay each year. Vacation for a new employee who has worked less than one (1) year prior to August 31 shall be prorated by dividing the number of months worked by twelve (12) and multiply by ten (10).

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Section 6.3.1.

After the fifth (5th) year of service, all twelve (12) month employees shall receive fifteen (15) days' vacation pay per year. After the sixth (6th) year of service, all twelve (12) month employees shall receive one (1) additional day of vacation, beginning with the sixth (6th) year, one (1) day every additional two (2) years of service up to and including the fourteenth (14th) year of service, for a maximum of twenty (20) days paid vacation per year. Vacation credits shall be calculated based upon the anniversary date of employment.

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Section 6.3.2.

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Employees will be allowed to accrue two hundred forty (240) hours of vacation credit. All additional vacation hours must be used within the year in which they are earned.

35 36 The District will compensate an employee up to a maximum of two hundred forty (240) hours of accrued vacation upon severance of employment.

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Section 6.3.3.

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Special consideration may be given to an employee who desires to accumulate vacation credits for a special use (retirement not included) upon written request to the Superintendent.

Any employee who is discharged or terminates employment shall receive payment for unused

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Section 6.3.4.

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accrued vacation credit within thirty (30) days.

LEAVES

Section 7.1. Sick Leave.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days sick leave per school year. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated within provisions of state law, not to exceed a maximum of 2,080 hours. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

When the District has reasonable cause to believe that an employee is misusing sick leave, the

District has the right to require a physician's statement for a claimed illness and also request a

illness or injury is accrued, and each January thereafter, any eligible employee may exercise an

previous year at a rate equal to one (1) day's monetary compensation of the employee for each

compensation. Employees shall have the opportunity to contribute their sick leave cash out to a

four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for

illness or injury for which compensation has been received shall be deducted from accrued

leave for illness or injury at the rate of four (4) days for every one (1) day's monetary

release to work statement. If obtaining such verification results in extra expense to the

option to receive remuneration for unused leave for illness or injury accumulated in the

Section 7.1.1.

Section 7.1.3.

employee, the cost shall be borne by the District.

VEBA plan when allowed per RCW 28A.400.210.

Section 7.1.2. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days of leave for

Section 7

 At the time of separation from school District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full day's accrued leave for illness or injury.

An employee may accumulate sick leave up to the amount of days in their contract year, but at the time of retirement, they may cash in only one hundred and eighty (180) days in accordance with WAC 392-136-020.

Section 7.1.4. Leave for Bereavement.

Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by death of an employee's immediate relative or person with whom the employee has

had a close relationship with for several years. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative. Up to three (3) additional days of bereavement leave may be taken under extenuating circumstances. These three (3) days shall be deducted from sick leave. Approval shall be made by the Personnel Office.

Section 7.1.5.

 An employee on paid leave shall continue to earn vacation and sick leave at his or her established rate.

Section 7.1.6.

A physician's statement of illness may be required under the following conditions:

- 1. When there is a question regarding the employee's fitness for duty.
- 2. When the employee has exhausted all available sick leave.
- 3. When an illness exceeds five (5) days.

Section 7.1.7.

The approval of unpaid leave will be made only in conjunction with the supervisor and/or Personnel, prior to the employee's absence. The employee's request for unpaid leave will be reviewed on a case-by-case basis.

Section 7.1.8. Sick Leave Transfer.

Classified employees must have no less than one hundred seventy-six (176) hours of leave to donate to other employees. Leave sharing shall be administered in compliance with RCW 28A.400.380 and WAC 392-126-004 through WAC 392-126-104. Employees provided with vacation leave may donate either sick leave or vacation leave.

All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave. In addition, the names of the individuals who do or do not make donations shall not be published.

Section 7.2. Emergency Leave.

A maximum of five (5) days paid leave will be granted annually for emergencies which require the employee's presence. An emergency is defined as a situation which is unplanned or unanticipated and is suddenly precipitated, or when pre-planning would not relieve the emergency. Such leave is noncumulative, to be deducted from sick leave upon use, and available subject to prior approval or post-approval by the Superintendent or his/her designee. This leave is available to all employees.

Section 7.2.1. Family Care Act.

Paid leave will be granted to employees for family member illness in compliance with Chapter 296-130 WAC.

Section 7.2.2. Family and Medical Leave Act.

All District employees who qualify under the conditions of the Family and Medical Leave Act may take up to twelve (12) weeks of leave during any twelve (12) month period for the employee's own health needs or to care for certain family members as per RCW 49.78.280 and 49.78.220. The eligibility threshold for PSE employees will be one thousand eighty (1080) hours worked in the preceding twelve (12) month period rather than one thousand two-hundred fifty (1,250) hours worked as noted in FMLA regulations.

All FMLA will be deducted from the employee's accumulated sick leave until all sick leave is exhausted. When the sick leave has been exhausted, then all remaining days of FMLA will be taken without pay.

While on FMLA, employees are entitled to maintenance all group health plan coverages.

When the employee returns to work from FMLA, they will assume the duties of the same position or a position equivalent to the one the employee held when leave commenced.

Section 7.3. Personal Leave.

All employees will be allowed two (2) days of personal leave to be used at the employee's discretion. Both days will be paid at the employee's regular rate of pay, and neither of these days will be deducted from sick leave. Such leave shall not accumulate from year to year. This leave is to be taken according to mutual arrangement and agreement between the employee and the immediate supervisor.

Section 7.3.1.

The District will buy back up to one (1) day of unused personal leave at the Step I rate of pay for the employee's position. Employees qualifying for the buyback shall be paid out no later than the end of September for the previous year.

Section 7.4. Maternity/Adoption Leave.

A classified employee shall be entitled to take a leave of absence for childbirth/adoption and, upon her return, will be reinstated in a position comparable to that held when the leave was granted. The employee is expected to give notification of an impending request for maternity/adoption leave to the administration in a reasonable and timely manner. An employee requesting maternity/adoption leave shall give written notice to the District at least thirty (30) days prior to commencement of said leave. The employee shall also notify the Personnel Office of the approximate time she expects to return to work and, within thirty (30) days after childbirth/adoption, shall inform the District of the specific day when she will return. All approved maternity/adoption leave shall be deducted from accrued sick leave until all sick leave is exhausted. Remaining days of approved maternity/adoption leave shall then be without pay. Employees must use all approved maternity leave prior to initiating FMLA leave.

Section 7.5. Transfer of Sick Leave.

School District #140 will accept the transfer of classified employee accumulated sick leave from other school Districts within the State.

Section 7.6. Professional Day.

Classified employees may be provided with a minimum of one (1) professional day, dependent upon the availability of non-student contact day(s) on the academic calendar.

The exact nature and format of this professional training shall be developed mutually by the district administrative staff and the respective classified Professional Growth Committees.

Attendance at a program/workshop/presentation on Professional Day is not required if it occurs on a non-contracted day.

Section 7.7. Jury Duty.

The Board and administration of School District #140 do not discourage employees from participating in jury duty. When it appears that jury duty will exceed three (3) days, administrative approval will be

required. Employees called for jury duty will receive their regular pay as an employee. Jury duty will be administered in compliance with state and federal statutes.

Section 7.7.1. Subpoenas.

A leave of absence will be granted when an employee is subpoenaed to appear in an official proceeding if such proceeding does not involve self-employment, other employment or employer, and does not concern the employee's own personal affairs or the affairs of his or her immediate family. Compensation received for honoring a subpoena will be deducted from his or her regular salary if it is determined that he or she is entitled to a leave of absence. In the event an employee subject to this Agreement is summoned as a co-defendant with the School District, he or she will receive his/her normal days' pay for each day he/she is required in court.

Section 7.7.2. Military Leave.

If a member of the staff who is in the Armed Forces Reserve is called for reserve duty, not to exceed twenty-one (21) days during the school year, and such duty cannot be scheduled during the summer, such service shall be allowed in addition to any vacation or sick leave and shall not involve any loss of efficiency rating, privileges or pay. During the period of military leave, the employee shall receive his/her normal pay.

Section 7.8.

Employees taking authorized leave shall experience no loss or gain of seniority benefits or accumulated sick leave, provided they return to active service by the termination date of their authorized leave.

Section 7.9.

To qualify for continued employment, all employees on authorized leave will be required to give written notice to the Personnel Office no later than May 1 of their planned date of return to work.

Section 7.10. Leave of Absence.

A leave of absence for up to one (1) year without pay may be granted on a case-by-case basis by the District. A second (2nd) year may be granted for reasons of extended illness or disability. Approval of individual leave requests will not establish a precedent.

Section 7.11.

The employee returning from a leave of absence will be assigned to the original position if available or a similar position to that which was occupied before the leave of absence. Current employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this agreement. It shall be the responsibility of the employer to inform temporary employees of these provisions.

ARTICLE VIII

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SENIORITY, LAYOFF, AND JOB POSTING

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Section 8.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority is lost as hereinafter provided.

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Section 8.2.

Each new hire shall remain in a probationary status for a period of not more than six (6) months following the hire date. During this probationary period, the District may discharge such employee at its discretion.

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Section 8.3. Evaluations.

Each employee subject to this agreement shall be evaluated annually by his/her immediate supervisor. Evaluations must be completed by July 1 for twelve (12) month employees and by June 1 for less than twelve (12) month employees. Copies of the evaluation forms are available from the Personnel Office upon request. Employees are entitled to attach a written statement to the evaluation placed in the personnel file.

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Section 8.4. Trial Period.

Employees who change jobs have a ten (10) workday trial period to return to their former position. A substitute employee may be utilized to replace the employee who changes jobs for a (10) workday trial period.

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Section 8.5.

The seniority rights of the employee shall be lost for the following reasons:

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- 1. Resignation from the District;
- 2. Discharge for justifiable cause;
- 3. Retirement; or
- 4. Change in job classification within the bargaining unit as hereinafter provided.

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Section 8.6.

Seniority rights shall not be lost for the following reasons, without limitation:

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- 1. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- 3. Time spent on other authorized medical leaves.
- 4. Time spent in layoff status; however, seniority shall not accrue during this time.
- 5. Time spent working for the District in a position that is out of the bargaining unit; however, seniority shall not accrue during this time.
- 6. Seniority shall not accrue while on a personal leave of absence.

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Section 8.7.

Seniority rights shall be effective within general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.1 of this Agreement.

Section 8.7.1.

Failure by an employee to meet state or federal mandated requirements by the set deadline will result in termination of employment with Walla Walla Public Schools. If an employee is terminated under the Section, he/she will be allowed to enter the employment pool for other open positions, but will lose all seniority rights for employment in the same bargaining unit.

67 Section 8.8.

 The employee with the greater seniority shall have preferential rights regarding shift selection, vacation periods, special assignments, promotions, assignment to new or open positions, and layoffs when ability and performance are substantially equal with the junior employee or other applicant. Employees within the general job classification have preferential rights over junior employees, non-classification employees and outside applicants. If the District determines that the seniority rights should not govern because the junior employee or other applicant possesses ability or performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Association President its reasons why the senior employee or employees have been bypassed.

Section 8.9.

Employees who change job classifications within the bargaining unit shall retain their seniority dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new seniority date and a new classification.

Section 8.10. Job Posting.

All vacancies or new positions covered by this agreement shall be publicized for a minimum five (5) workdays before filling the opening so that interested employees may be reasonably informed of the vacancy. In District employees who wish to be considered for open positions must complete the online application on the district website within the timeline indicated in the job posting.

The same procedures will be followed when filling summer school positions. Nutrition Services employees will be compensated at the regular rate of pay for the position plus an additional one dollar and twenty-five cents (\$1.25) per hour. This rate is to be negotiated annually and is contingent on the District's partnership with the City of Walla Walla Parks and Recreation. All other summer school employees will be compensated at the regular rate of pay for the position.

The District will provide, through their website, information on vacancies and new positions. Employees may obtain this information by accessing the District website.

Section 8.10.1.

Job openings for regular or full-time employees shall be posted promptly. Openings shall be filled on a regular basis after proper posting and notification of current personnel. This does not preclude District #140 from hiring necessary personnel to temporarily fill a position. Applicants from the same classification shall have a first preference if qualified.

Section 8.11. Notice of Termination or Layoff.

The School District shall notify regular employees in writing of intent not to rehire for the next school year at least two (2) weeks prior to the employee's last working day of the current school year. Should a position terminate or cease to exist, those to be affected shall be given at least ten (10) days written notice of such a change.

Section 8.12. Layoff,

In the event of a layoff, employees so affected are to be placed on a re-employment list maintained by the District according to seniority within classification. Such employees are to have priority over outside applicants in filling an opening in the classification held immediately prior to layoff. Names shall remain on the re-employment list for one (1) year.

Section 8.12.1.

Employees on layoff status shall file their address, phone number, and email address (if applicable) in writing with the Personnel Office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 8.12.2.

An employee shall forfeit rights to re-employment as provided in Section 8.12 if the employee does not comply with the requirements of Section 8.12.1 or if the employee does not respond to the offer of re-employment within fifteen (15) workdays. The District shall obtain the signature and date of an employee being offered reemployment.

Section 8.12.3.

An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

ARTICLE IX

INSURANCE

Section 9.1.

The School District shall provide Tort Insurance for all classified employees under School District Liability Policy.

Section 9.2.

Beginning with the month of September, the District shall change the monthly insurance contribution to an amount as allocated by the state per full-time equivalent employee (based upon 1,440 hours equals a full-time equivalent) or a prorated amount thereof if less than a full-time equivalent employee. The employee may use this state-allocated amount toward premiums for the following insurance programs for classified employees and their eligible dependents: (In the event that the state funds insurance benefits at a rate other than 1,440 hour FTE basis, the parties shall immediately reopen negotiations on Section 9.2 of the Agreement)

District-sponsored Vision Plan District-sponsored Dental Plan District-sponsored Medical Plans

To qualify for the insurance pool, an employee must be employed for at least 18.75 (3.75 daily) hours per week. This provision will sunset August 31, 2014. The pooling is calculated once a year with the October payroll.

Said contribution is subject only to the limitations provided hereinafter and may be allocated by each employee for the purchase of any one combination of the above insurance programs provided, however, that first deduction from the employer's contributions shall be for any of the insurance plans

requiring one hundred percent participation of eligible employees.

Premium payments shall cover a full twelve (12) month period commencing September 1 and ending August 31. If an employee terminates his/her employment prior to June, coverage of dental insurance shall terminate at the end of the month in which termination occurs. All other insurance coverage shall terminate at the end of the month following the termination. Annual enrollment for employees' group insurance programs shall be within enrollment periods as designated by the insurance carrier. The enrollment of newly employed personnel shall begin with their employment and shall be completed within the enrollment periods as designated by the insurance carriers.

Section 9.2.1.

The District agrees to pay the full amount of the state health care carve out for each full-time FTE employee. Part time employees will receive a prorated amount. This funding level ends 8/31/14.

Section 9.2.2.

The District will place 100% of the unused insurance funds in a pool to be used by employees to reduce out-of-pocket premium expenses for basic coverage.

Section 9.3.

The District will continue the current level of benefits available under the Section 125 Cafeteria Plan.

Section 9.4.

The District shall establish a fund to pay the insurance deductible for employees in case of vandalism or destruction of personal property while on school property.

ARTICLEX

TRAVEL AND TRAINING

Section 10.1. In-service Training and Travel Allowance Provision

1. P.S.E. will receive \$15,000 per year for Professional growth activities to be distributed in an equitable manner to all classifications, by the Assistant Director of Personnel or his/her designee.

ARTICLE XI

ASSOCIATION MEMBERSHIP

Section 11.1.

All full-time and regular part-time employees coming under this Agreement shall become members of the Walla Walla Chapter of Public School Employees of Washington after thirty (30) days of employment.

Section 11.2.

Those not desiring to become members shall contribute an amount determined by the Association not later than December 1 of each instructional year for each month worked to the same organization for serving as their Agent in negotiating for them in good faith and on the same level as for members.

Section 11.3.

It is agreed that any employee not wishing to become a member shall inform the Walla Walla Chapter of Public School Employees and the Personnel Office of School District #140 by registered letter within the first thirty (30) days from date of signing this Agreement or after working the designated number of days specified as in their respective probationary period. If the aforesaid letters are not received by the Public School Employee Chapter and the School District Personnel Office, it is assumed that the employee wishes to become a member.

Section 11.3.1. Religious Objector.

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member; or the employee cites strongly held personal religious beliefs.

Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

Section 11.4.

It is mutually agreed that in accordance with RCW 41.56.110, the School District shall withhold the employee's current monthly dues, assessments, voluntary political contributions by payroll deduction upon written request and remit them to the State Office of the Public School Employees of Washington.

Section 11.4.1.

The School District shall make one-time dues deduction for local P.S.E. dues in January of each year in the amount of five dollars (\$5.00). Such dues deduction shall be sent to the treasurer of the Walla Walla Chapter of P.S.E.

Section 11.5.

The School District will inform all new employees of these conditions upon their employment.

Section 11.6. Political Action Committee.

- The District shall, upon receipt of a written authorization form that conforms to legal requirements,
 - deduct from the pay of such bargaining unit employee the amount of contribution the employee
- voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
- 5 check separate from the Union dues transmittal check. Section 11.7 of the Collective Bargaining
- 6 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least
 - annually, the employee shall be notified by the State PSE office about the right to revoke the request.

Section 11.7. Hold Harmless.

The Association will indemnify, defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the District on account of any check-off of Association dues or voluntary political contributions.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1. Definitions.

1. A grievance is an allegation by an employee, group of employees, or by the exclusive representative of the employees that there has been a misapplication of the express terms and/or provisions of this Agreement which creates an inequitable situation for him, her, or them.

2. A grievant shall be defined as an individual, a group of affected individuals, and/or the exclusive representative of the employees. Any grievant, however, may be represented by legal counsel in grievance proceedings.

3. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with his or her supervisor at an appropriate time.

Section 12.2. Order of Processing.

Level I

1. <u>Immediate Supervisor</u>. The grievant or the grievant's designated representative may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of the grievance may be presented to the immediate supervisor within twenty (20) workdays after the occurrence of the grievance. Failure to file a written statement of the grievance within this time period shall be considered a default, and all rights to process the matter further shall thereby be forfeited, unless the time period shall have been mutually waived.

2. The "Statement of Grievance" shall name the grievant(s) involved, state the facts giving rise to the grievance, state the provision(s) of the Agreement alleged to be violated, and list the remedy requested.

3. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance indicating his or her receipt and shall forward a copy of the same to the Superintendent and union representative within ten (10) workdays. When the immediate supervisor responds, his or her response shall include reasons upon which the decision was based. A copy of the grievance, the supervisor's decision and appropriate supportive evidence shall be sent to the grievant or his or her representative and the Superintendent.

Level II

- 1. <u>Superintendent.</u> If no satisfactory settlement is reached at Level I, the grievance may be appealed to Level II within seven (7) workdays of receipt of the decision rendered in Level I or, if no response was received at Level I within the time limits, within twelve (12) workdays of the time a written grievance was filed at Level I.
- 2. The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant(s) and/or representative and such meeting shall be scheduled within seven (7) workdays of the receipt of the Level II appeal.
- 3. The Superintendent or his/her designated representative shall provide a written decision incorporating reasons upon which any adverse decision was based. This shall be provided to the grievant(s) or the representative within five (5) workdays of the conclusion of the meeting.

Level III

1. **Board**. If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted to the District Board of Directors within ten (10) workdays. The grievant shall have the right to appear before the Board in support of the grievance. The Association shall also have the right to have a representative present. The Board shall render its decision within ten (10) workdays of the meeting held to consider the grievance. The Board also retains the right to waive Level III if it so desires, in which case the grievance shall proceed to Level IV.

Level IV

- 1. **Binding Arbitration.** If the grievant is not satisfied with the disposition of his or her grievance at Level III, or if no decision has been rendered within ten (10) workdays after he or she has met with the Board, he or she may, within five (5) workdays after a decision by the Board, or fifteen (15) workdays after he or she has met with the Board, whichever is sooner, request in writing that the Association submit his or her grievance to arbitration. If the Association determines that the grievance involves the misapplication of any of the provisions of this Agreement, it may, by written notice to the Superintendent, within fifteen (15) workdays after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- 2. Within ten (10) workdays after written notice of submission to arbitration, the Superintendent, or his/her designee, 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) workday period, a mutual request for the list of arbitrators may be made to the American Arbitration Association, or a unilateral request, by either party, to PERC for a panel of arbitrators. The parties will be bound by the Voluntary Rules and Procedures of the American Arbitration Association for the selection. After selection of the arbitrator, the Expedited Labor Arbitration Rules apply.

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

3. <u>Jurisdiction of the Arbitrator</u>. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his or her inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute his knowledge for the expressed provisions of the contract under question.

ARTICLE XIII

TRANSFER OF PREVIOUS EXPERIENCE

Section 13.1.

Any new hire who had previously been employed by any school District in the State of Washington, and is hired to perform work similar to that in which previously engaged, shall be given longevity credits in the District in accordance with RCW 28A.400.300 (2) (i) which states the employee shall retain the leave benefits and other benefits he or she had in the previous position. If this school District has a different system for computing leave benefits and other benefits as a person in this District who has similar occupational status and total years of service. Effective July 28, 1985, seniority shall not transfer between Districts.

ARTICLE XIV

SALARIES AND EMPLOYEE COMPENSATION

Section 14.1.

All payments shall be made through the Payroll Office, thus ensuring proper authorized deductions and insurance, i.e., medical aid, social security, etc.

All employees are required to utilize direct deposit to the bank of their choice.

Section 14.2.

All money earned by District employees created by High School activities shall be paid to the employee by the Payroll Office after submission of time reports approved by the District Athletic

Director. The high school pay schedule remains the same, the work is on a voluntary basis, and 1 workers must be approved by the High School Principal. 2 3 Section 14.3. 4 Employees shall be paid their base hourly rate for all time spent in first aid classes and meetings 5 required by the District. 7 Section 14.4. 8 All newly hired employees will start at Year one (1). 9 10 Section 14.5. 11 If requested by the employee, the District shall make an automatic deduction for the following: 12 13 Credit Union 14 United Way 15 U.S. Savings Bond 16 Tax Shelter Annuity 17 Washington State Retired Teachers Association 18 YMCA Wellness Program 19 Citizens for Schools Fund 20 21 Section 14.6. 22 In the event of a new job classification, not previously covered in a salary schedule, the administration 23 will consult with Public School Employees before setting a rate. 24 25 Section 14.7. 26 The salary schedules are part of this Agreement. 27 28 Section 14.8. 29 Unless specifically required otherwise by federal or state program guidelines and regulations, the 30 Superintendent or his designee shall place employees on Schedule A in accordance with the 31 requirements of Schedule A. 32 33 Section 14.9. 34 Any employee required to travel from one site to another in a private vehicle during working hours 35 shall be reimbursed for such travel on a per-mile basis at the prevailing District rate. 36 37 **Section 14.10.** 38 Maintenance and Custodial employees shall be furnished protective equipment when needed as 39 determined by the District. 40 41 42 43 44 45 46

ARTICLE XV TERM AND SEPARABILITY OF PROVISIONS **Section 15.1.** The term of this Agreement shall be September 1, 2013 to August 31, 2016. Negotiations shall be reopened for a successor contract no later than May 1, 2016. Section 15.2. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its executive date, except as provided in the following section. Section 15.3. This Agreement shall be effective September 1, 2013 through August 31, 2016. Annual re-openers will include salaries and insurance. Either party may elect to negotiate the impact of any new legislation. This Agreement may also be reopened and modified at any time during its term upon mutual consent of the parties in writing. Section 15.4. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby. Section 15.5. Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto. Section 15.6. In the event either of the two previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 15.3. Section 15.7. Following ratification and signing of this Agreement, PSE shall type, print, and distribute to all bargaining unit members a copy of this Agreement. All classified employees new to the District shall be provided a copy of the Agreement upon employment.

SCHEDULE A WALLA WALLA SCHOOL DISTRICT #140 SEPTEMBER 1, 2013 - AUGUST 31, 2014

	,	Vapre of L	Experience		
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CAMPUS SECURITY ASSISTANTS					
Campus Security Assistant	\$15.55	\$15.87	\$16.74	\$17.65	\$18.01
CUSTODIAL					
Custodian	\$13.36	\$13.62	\$13.90	\$14.18	\$14.46
Elementary Assistant	\$14.60	\$14.90	\$15.27	\$15.66	\$15.97
Admin Office/Mid. School Assistant	\$15.16	\$15.46	\$15.92	\$16.39	\$16.72
High School Asst./Elem Head	\$15.99	\$16.31	\$16.90	\$17.51	\$17.86
Mid. School Head/Alt HS Head	\$17.01	\$17.35	\$17.93	\$18.52	\$18.89
High School Head	\$19.05	\$19.43	\$19.84	\$20.24	\$20.65
NUTRITION SERVICES					
Assistant	\$11.89	\$12.13	\$12.37	\$12.61	\$12.87
Cook	\$12.85	\$13.10	\$13.60	\$14.13	\$14.41
Elementary Kitchen Manager	\$14.58	\$14.88	\$15.21	\$15.55	\$15.87
Mid School/Alt HS Kitchen Manager	\$14.58	\$14.88	\$15.39	\$15.93	\$16.25
High School Kitchen Manager	\$14.58	\$14.88	\$15.61	\$16.39	\$16.72
Summer Food Service Employees	Additional	\$1.25 per hou	r contingent on	Parks & Rec. o	contract
HEALTH CLINICANS					
Health Clinician	\$17.54	\$17.90	\$18.64	\$19.03	\$19.41
INTERVENTION SPECIALISTS					
Intervention Specialist	\$16.13	\$16.45	\$17.39	\$18.39	\$18.76
MAINTENANCE					
Trades Assistant	\$15.51	\$15.83	\$17.29	\$18.91	\$19.29
Delivery	\$16.06	\$16.38	\$17.96	\$19.68	\$20.08
Printer	\$16.44	\$16.78	\$18.40	\$20.19	\$20.59
Turf Specialist	\$18.77	\$19.14	\$20.41	\$21.78	\$22.21
Mechanic/Carpenter/Painter	\$19.68	\$20.08	\$21.78	\$23.61	\$24.09
Electrician/Plumber/HVAC	\$19.88	\$21.06	\$22.61	\$24.63	\$25.13
Lead Mechanic	\$20.66	\$21.08	\$22.86	\$24.80	\$25.29
PARAEDUCATORS					
Paraeducator I	\$11.94	\$12.18	\$13.05	\$13.99	\$14.2
Paraeducator II	\$12.23	\$12.47	\$13.35	\$14.28	\$14.5
Paraeducator III	\$12.51	\$12.77	\$13.67	\$14.57	\$14.87
*Paraeducator IV	\$18.37	\$18.74	\$19.68	\$20.66	\$21.0
*Certified Occupational Therapy Assistant (Certified Interpreter for the Hearing Impaired		apy Assistant (P	ΓA), Speech Lang	uage Pathology As	sistant (SLF
SECRETARIAL Secretary I	\$14.32	\$14.60	\$15.05	\$15.49	\$15.80
Secretary II	\$15.58	\$1 4. 00 \$15.90	\$16.37	\$16.87	\$17.20
Secretary III	\$16.63	\$16.9 7	\$17.66	\$18.01	\$18.37
TECHNOLOGY SPECIALISTS					
Technology Specialist I	\$15.51	\$15.83	\$16.14	\$16.46	\$16.79
Technology Specialist II	\$13.31 \$21.31	\$15.83 \$21.74	\$10.14 \$22.17	\$10.40 \$22.61	\$23.07
Technology Specialist III	\$21.31 \$22.88	\$21.74 \$23.33	\$22.17 \$25.84	\$22.01 \$28.59	\$23.07 \$29.10
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TRANSPORTATION	\$4 Z F 4	\$1.C 0F	¢17.24	¢15 07	\$10.2 1
Bus Driver	\$16.51	\$16.85	\$17.34	\$17.86	\$18.21
Driver Trainer	Additional	\$1.00 per hou	r while conduc	ting driver traiı	ier auties

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29	William N. Heiser, Chapter President	Laure Quaresma, Assistant Superintendent
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SCHEDULE A WALLA WALLA SCHOOL DISTRICT #140 2013 - 2014

BUS DRIVER

- 1. Regular drivers must have a Permanent School Bus Drivers Certificate in his or her possession before he or she will be considered for permanent employment with the District. Any costs related to fulfilling requirements of the initial permanent certificate will be borne by the driver. Thereafter, renewal expenses will be borne by the District.
- 2. Up to two (2) years credit will be given for previous bus driving experience with other employers. Two (2) years of professional driving experience (other than school bus driving) will be equivalent to one (1) year of bus driving experience. Only one (1) year of previous experience will be credited on this basis. Bus driving experience with another school District in Washington State will be allowed on a year-to-year basis.
- 3. Bus driving route conditions (stops, students, road conditions, etc.) are subject to fluctuation during the school year. It is the responsibility of the bus driver to immediately report all changes to the Transportation Coordinator.
- 4. On all overnight trips, drivers will be paid actual driving time at their regular rate of pay. Should the trip result in causing the drivers to work in excess of 40 hours in any one-week, then the overtime provisions of Section 5.1 will apply. Drivers will not be paid for down time, which is the time they are not driving or not required to stay with the bus. Down time includes eating and sleeping time, but not the time when a driver is on duty waiting to pick up students.
- 5. Should the trip include any day or days in which the driver is relieved from all duties and is considered on down time that employee shall receive a day or days' pay at the employee's regular rate of pay times eight hours.
- 6. Drivers will receive their regular rate of pay for workshops or seminars required by the District.
- 7. The District will pay the actual cost for required physicals by the designated provider. If a driver chooses to use a different provider, the District will pay an amount up to the cost of a physical provided by the designated provider. If the driver chooses to use a provider other than the designated provider, the driver assumes the responsibility of verifying that the provider is properly certified to provide physicals for bus drivers. If legislation results in certification requirements for providers, the District will provide a list of certified physicians to the Transportation Department.
- 8. Substitutes shall receive the rate of \$14.71 per hour.

BUS DRIVER EDUCATIONAL STIPENDS

Bus drivers will be granted educational stipends. All educational credits must be job related and approved by the District.

Bus drivers who have completed work on an approved Associate of Arts or Bachelor's Degree or have earned enough credits to qualify for a stipend must file a request and provide official transcripts to the



Personnel Office on or before September 10 or within thirty (30) calendar days of employees hire date to receive the stipend for the current year.

\$25.00/work mo.	15 quarter hours or equivalent semester hours
\$30.00/work mo.	30 quarter hours or equivalent semester hours
\$35.00/work mo.	45 quarter hours or equivalent semester hours
\$50.00/work mo.	Associate of Arts Degree

Bachelor's Degree

Clock Hours: 10 clock hours = 1 college credit.

Educational stipends will be prorated.

\$70.00/work mo.





SCHEDULE A WALLA WALLA SCHOOL DISTRICT #140 2013 - 2014 **CAMPUS SECURITY** 1. Campus security shall work one hundred and eighty (180) days and up to eight (8) hours per day as assigned, unless prior arrangement is made with the building principal and approved by the Central Office. 2. When, due to lack of funds, it becomes necessary to make cutbacks, personnel will be cut rather than hours, except that, when existing programs are adversely affected due to the cut in personnel, then hours may be cut with the understanding that these same hours and personnel will be reinstated when additional District funds are again available, before hiring additional personnel. 3. Campus security who have completed work on an approved Associate Arts Degree or Bachelor's Degree or have earned enough credits to qualify for a stipend must file a request and provide official transcripts to the Personnel Office on or before September 10 or within thirty (30) calendar days of employees hire date in order to receive the stipend for the current school year. All educational credits must be job-related and approved by the District. \$25.00/ work mo. 15 quarter hours or equivalent semester hours. \$30.00/ work mo. 30 quarter hours or equivalent semester hours. \$35.00/ work mo. 45 quarter hours or equivalent semester hours. \$50.00/ work mo. Associate Arts Degree \$70.00/ work mo. Bachelor's Degree Clock Hours: 10 clock hours = 1 college credit. Educational stipends will be prorated. 4. Substitutes shall receive the rate of \$9.46 per hour.



1 2 3 4 5	SCHEDULE A WALLA WALLA SCHOOL DISTRICT #140 2013 - 2014 CUSTODIAL			
6 7 8	1. Employees working between 6:00 p.m. and 6:00 a.m. while not on overtime pay will receive an additional twenty cents (\$.20) per hour.			
10 11 12	2. For all twelve (12) month custodians, a regular shift will be eight (8) hours in a nine (9) hour period with no split shifts.			
13 14 15 16 17	3. A custodian who has completed work on an approved Associate Arts Degree or Bachelor's Degree or has earned enough credits to qualify for a stipend must file a request and provide official transcripts to the Personnel Office on or before September 10 or within thirty (30) calendar days of employees hire date to receive the stipend for the current school year.			
18 19	All educational credits must be job-related and approved by the District.			
20 21 22 23 24 25 26	\$25.00/work mo. \$30.00/work mo. \$30.00/work mo. \$35.00/work mo. \$50.00/work mo. \$70.00/work mo. \$25.00/work mo. \$35.00/work mo. \$45 quarter hours or equivalent semester hours. Associate Arts Degree \$70.00/work mo. \$25.00/work mo. \$45 quarter hours or equivalent semester hours. Associate Arts Degree \$70.00/work mo. \$25.00/work mo. \$			
27 28 29	Educational stipends will be prorated.			
30 31 32 33 34 35 36 37 38 39	4. Substitutes shall receive the rate of \$10.95 per hour.			



SCHEDULE A WALLA WALLA SCHOOL DISTRICT #140 2013 - 2014

1. The cost of one (1) meal per day is included in employee's wage.

2. Kitchen Managers shall train their Cook to qualify as their substitute.

3. New and/or substitute help shall receive reasonable kitchen orientation before starting work.

NUTRITION SERVICES

- 4. When a kitchen is used for extra activity, the Kitchen Manager and the Cook of that school shall have first choice to handle the activity or function.
- 5. Banquet and extra-activity rates, up to the employee's forty (40) hour work per week limit, shall be:
 - a. Cooks and Assistants \$.25 per hour more than employee's own regular rate.
 - b. Kitchen Managers \$.50 per hour more than employee's own regular rate.
- 6. All cafeteria personnel are required to take a written examination pertaining to sanitation and personal hygiene every two (2) years. The appropriate personnel shall administer the examination at the County Health Department. Food service employees will receive one (1) hour pay for attending class to receive the Health Department Food Handlers permit. Cost of the permit shall be borne by the School District.
- 7. All cafeteria personnel shall keep current a valid health certificate. Failure to comply may result in pay being withheld.
- 8. Cooks who must come back to their building during a three (3) day holiday to remove food from the freezer and organize their kitchen will be given two (2) hours pay. Approval should be obtained from the Food Service Supervisor.
- 9. Educational Stipend: \$400.00 per year stipend will be granted to Nutrition Services employees for the Basic Certificate certification. This amount will be prorated monthly. Any Nutrition Services employee who has earned the Basic Certificate must provide the official certificate to the Personnel Office on or before September 10 or within thirty (30) calendar days of employees hire date to receive the stipend for the current school year.
- 10. Time and one-half pay will be given after 40 hours worked per week, and double time for Sunday events.
- 11. The Kitchen Manager who supervises simultaneously the Preschool Program and their current lunch program will be compensated on Column Four.
- 12. Substitutes shall be paid at minimum wage.



SCHEDULE A WALLA WALLA SCHOOL DISTRICT #140 2013 - 2014 **HEALTH CLINICIAN** 1. Health Clinicians who have completed work on approved Associate of Arts or Bachelor's Degrees or have earned enough credits to qualify for a stipend must file a request and provide official transcripts to the Personnel Office on or before September 10 or within thirty (30) calendar days of employees hire date to receive the stipend for the current year. All educational credits must be job related and approved by the District. \$25.00/work mo. 15 quarter hours or equivalent semester hours 30 quarter hours or equivalent semester hours \$30.00/work mo. \$35.00/work mo. 45 quarter hours or equivalent semester hours Associate of Arts Degree \$50.00/work mo. \$70.00/work mo. Bachelor's Degree Clock Hours: 10 clock hours = 1 college credit Educational stipends will be prorated. 2. Substitutes shall be paid \$15.77 per hour.



1		SCHEDULE A	
2	W	ALLA WALLA SCHOOL DISTRICT #140	
3		2013 - 2014	
4			
5		INTERVENTION SPECIALIST	
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8	Intervention Specialists who l	have completed work on an approved Associate Arts Degree, Bachelor's	
9	Degree, Masters of Social Wo	ork or have earned enough credits to qualify for a stipend must file a	
10	request and provide official tr	canscripts to the Personnel Office on or before September 10 or within	
11	thirty (30) calendar days of en	mployees hire date in order to receive the stipend for the current school	
12	year.		
13			
14	All educational credits must be job-related and approved by the District.		
15			
16	\$25.00/ work mo.	15 quarter hours or equivalent semester hours.	
17	\$30.00/ work mo.	30 quarter hours or equivalent semester hours.	
18	\$35.00/ work mo.	45 quarter hours or equivalent semester hours.	
19	\$50.00/ work mo.	Associate Arts Degree	
20	\$70.00/ work mo.	Bachelor's Degree	
21	\$100.00/work mo.	Masters Degree in related field	
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23	Clock Hours: 10 clock hours = 1 college credit.		
24			
25			
26	Educational stipends	s will be prorated.	
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SCHEDULE A WALLA WALLA SCHOOL DISTRICT #140 2013 - 2014 **MAINTENANCE** 1. For all twelve (12) month maintenance personnel, a work shift will be nine (9) hours allowing for one (1) hour lunch. While the normal workday shall be between the hours of 7 a.m. and 5 p.m., this shall not preclude the District from establishing a different nine (9) hour work schedule for new employees. In addition, from time to time, certain maintenance employees may, by mutual agreement between themselves and their supervisor, vary their work shift in response to special needs of the District. 2. Maintenance employees who have completed work on an approved Associate of Arts or Bachelor's Degree or have earned enough credits to qualify for a stipend must file a request and provide official transcripts to the Personnel Office on or before September 10 or within thirty (30) calendar days of employees hire date to receive the stipend for the current school year. All educational credits must be job-related and approved by the District. 15 quarter hours or equivalent semester hours \$25.00/work mo. 30 quarter hours or equivalent semester hours \$30.00/work mo. \$35.00/work mo. 45 quarter hours or equivalent semester hours \$50.00/work mo. Associate of Arts Degree \$70.00/work mo. Bachelor's Degree Clock Hours: 10 clock hours = 1 college credit. Educational stipends will be prorated. 3. Grounds worker will be paid at a rate of \$9.81 per hour. Warehouse/Utility worker will be paid at the rate of \$13.20 per hour. 5. Printer substitutes will be paid \$14.03 per hour. 6. Substitutes shall be paid \$12.41 per hour



SCHEDULE A WALLA WALLA SCHOOL DISTRICT #140 2013 - 2014

PARA-EDUCATOR

1. Para-educators shall work one hundred and eighty (180) days and up to eight (8) hours per day as assigned, unless prior arrangement is made with the building principal and approved by the Central Office.

- 2. When, due to lack of funds, it becomes necessary to make cutbacks, personnel will be cut rather than hours, except that, when existing programs are adversely affected due to the cut in personnel, then hours may be cut with the understanding that these same hours and personnel will be reinstated when additional District funds are again available, before hiring additional personnel.
- 3. Beginning with the 2005-2006 school year, Para-educators who have completed neither the 14 Core Competencies nor are highly qualified will be placed as a Paraeducator I. Those who have completed one or the other will be placed as a Paraeducator II. Those who have completed both will be placed as a Paraeducator III. This increase will be effective with the pay period following receipt of verification of completion by the personnel office.
- 4. Para-educators hired before the 1991-1992 school year who are currently receiving a twenty-five dollar (\$25.00) per month prorated stipend for ten (10) approved college credits will be grandfathered.
- 5. The District will pay the fee for Para-Educators to take the State Para-Educator test to become "highly qualified" according to the No Child Left Behind requirements.
- 6. Para-educators who have completed work on an approved Associate Arts Degree or Bachelor's Degree or have earned enough credits to qualify for a stipend must file a request and provide official transcripts to the Personnel Office on or before September 10 or within thirty (30) calendar days of employees hire date in order to receive the stipend for the current school year.

All educational credits must be job-related and approved by the District.

\$ 25.00/ work mo.	15 quarter hours or equivalent semester hours.
\$ 30.00/ work mo.	30 quarter hours or equivalent semester hours.
\$ 35.00/ work mo.	45 quarter hours or equivalent semester hours.
\$100.00/ work mo.	Associate Arts Degree

\$125.00/ work mo.

Bachelor's Degree

Clock Hours: 10 clock hours = 1 college credit.

Educational stipends will be prorated.

 7. Substitutes shall receive the rate of \$9.46 per hour.

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SCHEDULE A WALLA WALLA SCHOOL DISTRICT #140 2013 - 2014

SECRETARIAL/CLERICAL

1. Salaries above are hourly and will be applied individually according to hours worked per day, days per year for an annual salary divided by months to be paid for a monthly salary.

- 2. Professional standards amounts will also be paid in addition to hourly salary.
- 3. Paid holidays for less than twelve (12) month employees will be paid as specified in Article IV.
- 4. All secretaries will receive the holidays as related on the school calendar. Regular workdays between Christmas and New Year's Day and during Spring Vacation are considered workdays for twelve (12) month employees.

5. Secretarial/Clerical employees will be granted educational stipends. All educational credit must be job-related and approved by the District.

Secretarial/Clerical employees who have completed work on an approved Associate Arts or Bachelor's Degree or have earned enough credits to qualify for a stipend must file a request and provide official transcripts to the Personnel Office on or before September 10 or within thirty (30) calendar days of employees hire date to receive the stipend for the current year.

\$35.00/ work mo. 15 quarter hours or equivalent semester hours \$40.00/ work mo. 30 quarter hours or equivalent semester hours \$45.00/ work mo. 45 quarter hours or equivalent semester hours \$60.00/ work mo. Associate Arts Degree \$80.00/ work mo. Bachelor's Degree

Clock Hours: 10 clock hours = 1 college credit

Educational stipends will be prorated.

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6. Secretarial and Clerical employees who have earned certificates under the Professional Standards Program of the National Association of Educational Office Professionals will be paid the following annual remuneration, as provided herein. Employees receiving the certification during the year will begin receiving the stipend beginning the month following the District receipt of the certificate from NAEOP.

\$45.00/ work mo.	45 quarter hours—Basic Certificate
\$65.00/ work mo.	90 quarter hours—Associate Professional (Standard)
\$70.00/ work mo.	135 quarter hours—Advanced Certificate I
\$75.00/ work mo.	145 quarter hours—Advanced Certificate II
\$80.00/ work mo.	155 quarter hours—Advanced Certificate III
\$85.00/ work mo.	180 quarter hours—Professional Certificate



Professional Standards stipends will be prorate. 1 **Supplemental Conditions.** 2 3 No employee will receive a stipend from both systems. Payment will be made for only one 4 certificate (highest) at any given time. 5 6 7. Substitutes shall receive the rate of \$10.95 per hour. 7 PLACEMENT FOR SECRETARIAL STAFF 8 9 **SECRETARY I:** 10 11 Library Technicians (include I and II) 12 Assistant Secretary for District Athletics 13 High School Assistant Secretary for Counseling 14 **High School Receptionist** 15 Middle Level Assistant Secretary 16 High School Department Secretary 17 Assistant Attendance Office Secretary 18 Special Programs Records/Secretary 19 Assistant Secretary for Facilities and Operations 20 **Elementary Assistant Secretary** 21 22 **SECRETARY II:** Secretaries for Administrative Council members not on Cabinet Advisory and top-23 level support positions for Cabinet Advisory and building principals. 24 25 Secretary to Assistant Principal 26 Secretary to Alternative Contract Program 27 Assistant Secretary to Special Programs 28 Attendance Office Secretary 29 High School Registrar 30 High School Bookkeeper 31 Substitute Coordinator/Secretary 32 Secretary to Director of Facilities and Operations 33 Secretary to Director of Food Services 34 Secretary to Director of CTE 35 Secretary to Director of Music 36 Secretary to Director of Transportation 37 Secretary to Director of Preschool Program 38 39 **SECRETARY III:** Secretaries for Cabinet Advisor and building principals and other positions listed. 40 41 Secretary to Building Principal 42 Secretary to Director of Assessment and Technology 43 Secretary to Special Programs Director 44 District Receptionist/Personnel Secretary 45 District Bookkeeper 46



SCHEDULE A WALLA WALLA SCHOOL DISTRICT #140 2013 - 2014 **TECHNOLOGY SPECIALISTS** Technology Specialists who have completed work on an approved Associate Arts Degree or Bachelor's Degree or have earned enough credits to qualify for a stipend must file a request and provide official transcripts to the Personnel Office on or before September 10 or within thirty (30) calendar days of employees hire date in order to receive the stipend for the current school year. All educational credits must be job-related and approved by the District. \$25.00/ work mo. 15 quarter hours or equivalent semester hours. 30 quarter hours or equivalent semester hours. \$30.00/ work mo. 45 quarter hours or equivalent semester hours. \$35.00/ work mo. Associate Arts Degree \$50.00/ work mo. \$70.00/ work mo. Bachelor's Degree Clock Hours: 10 clock hours = 1 college credit. Educational stipends will be prorated.



1	MEMORANDUM OF UNDERSTANDING		
2			
3	THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT		
4	BETWEEN PUBLIC SCHOOL EMPLOYEES WA		
5	WALLA CHAPTER AND THE WALLA WALLA		
6	IS ENTERED INTO PURSUANT TO ARTICLE X	V SECTION 15.3 OF THE CURRENT	
7	COLLECTIVE BARGAINING AGREEMENT.		
8			
9			
10	Both parties agree to meet and discuss language in r		
11	positions within the District that are open due to an	employee being on an approved leave.	
12			
13		onsist of PSE members as well as Administration	
14	from the District.		
15	 The committee will meet as soon as possible 	and reach a resolution prior to October 15, 2013.	
16			
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22			
23	This Memorandum of Understanding shall be in effe	ect September 1, 2013 and shall remain in effect	
24	until August 31, 2014.		
25			
26	DUDI IC CCHOOL EMDLOVEES		
27	PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948		
28	WALLA WALLA CHAPTER	WALLA WALLA SCHOOL DISTRICT #140	
29	WALLA WALLA CHAFTER	WALLA WALLA SCHOOL DISTRICT #140	
30 31			
32	BY:	BY:	
33	William N. Heiser, Chapter President	Mick Miller, Superintendent	
34	William Williams, Chapter Freshdene	men miner, supermendent	
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36	DATE:	DATE:	
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LETTER OF AGREEMENT THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE 4 FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, WALLA WALLA CHAPTER AND THE WALLA WALLA SCHOOL DISTRICT #140. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT. The parties agree to the following: 1. The following position of: Assistant to the Athletic Director will become part of Public School Employees of Washington bargaining unit. The employee currently in said position: Administrative Assistant to the Athletic Director Karen Hermeston will be grandfathered from this clause. Once this said position becomes vacant, it will be classified as such: Administrative Assistant to the Athletic Director position will become part of the Secretarial classification and will be paid at the same rate as Secretary Assistant Principal. This Letter of Agreement shall become effective on September 1, 2013, shall remain in effect for the duration of the contract, and shall be attached to the current Collective Bargaining Agreement. PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948 WALLA WALLA CHAPTER WALLA WALLA SCHOOL DISTRICT #140 William N. Heiser, Chapter President Mick Miller, Superintendent