

September 31, 2016 – August 31, 2019

COLLECTIVE BARGAINING AGREEMENT

between

Spokane School District No. 81

Board of Directors

and the

Spokane Education
Association

representing

Unified Trades



Spokane Education Association
Sea


Spokane Public Schools
excellence for everyone

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PREAMBLE

This Agreement is made and entered into between Spokane School District No. 81, hereinafter referred to as the “District,” and the Spokane Education Association, hereinafter referred to as the “Association,” on behalf of the Unified Trades employees of the District.

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

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

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

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

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

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

In our commitment to improve student learning, we will continue to focus our collective efforts on building instructional capacity of all staff for the purpose of enhancing effective classroom

instruction. All strategies used to improve student learning will align with this joint agreement between the Spokane Education Association and Spokane Public Schools.

Site-Based Governance – The Association and the District support efforts to decentralize the decision making structure so that decisions are made by individuals most impacted by them. We believe that site-based decision-making is a democratic approach to problem solving and planning which values consensus among teachers, educational support personnel, parents, administrators, and students. The focus of site-based decision-making is on the fundamental issues of school improvement. No decisions made by site-based governance committees may in any way alter or change the terms set forth in this bargaining agreement unless the waiver process as outlined in this agreement is followed.

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

ARTICLE I – ADMINISTRATION

Section 1 – Definitions

- A. The term "District" shall mean the Spokane School District #81, Spokane County, Washington State, or its agents.
- B. The term "Board" shall mean the Board of Directors of the District.
- C. The term "Association" and/or "Union" shall mean the Spokane Education Association, which is affiliated with the Washington Education Association, and the National Education Association.
- D. The term "parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "employee" shall mean any member of the bargaining unit as set out in this Agreement.
- G. The term "day" shall mean any day the district business office is open for business with the public unless otherwise specified in specific sections of this agreement.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
- I. The term "President" shall mean the President of the Association or his/her designee.
- J. The term "seniority" shall mean length of service within the District as an employee by department.
- K. The term "department" shall mean an individual Department within the Unified Trades in the Spokane School District. In the Unified Trades there are three departments: Carpentry, Mechanic and Paint. Each department has a foreman. The following crafts are assigned to each department:

Mechanic Department: Mechanic Foreman, Welder, Small Engine Repair, Support Operators, Millwright, and the vehicle mechanic.

Carpentry: Carpentry Foreman, general carpenters, glazier, locksmith, furniture repair, and floor layer.

Paint: Painter Foreman and the painters.

L. The term "RCW" shall mean the Revised Code of Washington.

M. The term "WAC" shall mean the Washington Administrative Code.

Section 2 – Recognition

- A. The District hereby recognizes the Spokane Education Association an affiliate of the Washington Education Association and the National Education Association, as the exclusive bargaining representative for all Unified Trades personnel, including substitutes as per the Public Employment Relations Commission (PERC) decision of May 2, 1980 (Case No. 1455 C-78-64, Decision No. 874-Educ.). Such representation excludes superintendent, associate superintendent(s), assistant superintendent(s), other chief administrators of the District, Unified Trades positions having administrative and/or supervisory functions, and confidential employees as above terms are defined in RCW 41.59.020, principals, and assistant principals.
- B. Disagreements regarding representation of a Unified Trades position shall be resolved by petition to PERC.
- C. This Agreement shall supersede any District rules, regulations, policies, resolutions, or practices of the District which shall be contrary or inconsistent with its terms.
- D. The District will not contract out an entire bargaining unit's work, or an entire department's work within a bargaining unit, to an outside contractor.

Section 3 – Conformity to Law

- A. If any provision of this Agreement or if the application of such provision should be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and PERC (Public Employment Relations Commission) shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has the right to seek legal determination of such opinion and if declared invalid, the invalid portion will be stricken from the Agreement upon receipt of such decision.
- B. If any provision of this agreement or of the application of such provision should be found contrary, the District and Association shall enter into negotiations within ten (10) days.

Section 4 – Nondiscrimination

- A. The provisions of this Agreement shall be applied equally to all employees without discrimination as to race, color, creed or religion, ancestry, national origin, gender/sex, age, marital status, or family relationship, except where covered by chapter 42.23 RCW, sexual orientation including gender expression or identity, disability, the use of a trained dog guide

or service animal by a person with a disability, or honorably-discharged veteran or military status. Both the District and the Association shall bear the responsibility for complying with this provision of the Agreement. The parties agree to not use this clause to file frivolous grievances.

- B. There shall be no discrimination, interference, restraint, coercion, or harassment, including sexual harassment, by the District or the Association of any District or Association employee, member of the Board, or its representatives.
- C. Further, the personal and private lives of employees are not a matter of concern of the District or the Association unless the employee's work performance is adversely affected.
- D. The District agrees not to interfere with the rights of employees to become members of the Association.
- E. The parties further agree that decisions of employees regarding volunteer assignments including voluntary workshops and in-service training which are outside their regular workday duties shall be made absent coercion, pressure, or unlawful discrimination.
- F. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine, and words denoting numbers shall include both the singular and the plural.

Section 5 – Embodiment

The Agreement expressed herein constitutes the entire agreement between the parties except as this Agreement may be amended through a memorandum of understanding (MOU) or the contract waiver process contained in this Agreement, and no oral statement shall add to or supersede any of its provisions.

Section 6 - Contract Waiver Process

- A. Sites wishing to apply for a waiver shall work in conjunction with building administrators, building leadership teams, and SEA building representatives to develop contract waivers. Sites are encouraged to communicate early in the development process with the Labor Management.
- B. Any site wishing to apply for a waiver from the collective bargaining agreement must follow the process outlined below and consider all affected staff:
 - 1. The waiver request must be in writing and shall specify the following (see contract waiver form in Addendum E):
 - a. The contract provisions to be waived.

- b. The goal, objective or action that requires the waiver.
 - c. The policy, guidelines or procedures that replace the contract provisions to be waived.
2. Once formalized in writing, building administrators and SEA representatives shall send the waiver to SEA and the District. Any change to the written waiver will be communicated to SEA and the District. "Affected SEA members" shall be identified by the District and Association.
 3. The building shall hold at least one (1) meeting to discuss the waiver and all members shall receive a copy of the waiver request. Building, Association and District representatives may be involved in the meeting.
 4. All affected SEA members in the building shall vote on the waiver request. Voting shall be done by confidential paper ballot or an anonymous on-line system.
 5. The ballots shall be tallied by SEA building representative(s) and the principal or designee.
 6. Eighty-five percent (85%) or more of the affected SEA members must vote to approve the waiver request in order for it to continue the process for approval.
 7. The building representative(s) shall forward the waiver request to the Association President for consideration by the Executive Board at their next regularly scheduled meeting.
 8. Should the Executive Board approve the waiver request, the Association President shall forward it to the Superintendent for consideration by the School Board at their next regularly scheduled meeting.
- C. Only after the entire process has been completed and all parties have approved, can the waiver be put into effect. Waivers shall be in effect for one (1) school year only and can be renewed for one (1) additional year by a majority vote, unless an approved grant requires a multi-year commitment. Minor changes to the waiver that do not change the intent, can be approved at the building level by a majority vote. A permanent change to the contract may be considered in the next bargaining negotiation sessions.
- D. Except to the extent waived, this Agreement shall remain in full force and effect.

Section 7 - Distribution of Agreement

- A. Following ratification and signing of this Agreement, the District shall print a mutually determined number of copies of this Agreement. The Association will accept the Agreement on behalf of the employees and will be responsible for distribution of the copies. Additional copies shall be provided to the Association.

- B. The cost of printing the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.

ARTICLE II – BUSINESS

Section 1 - Administration of the Agreement

- A. The District and the Association shall conduct regular labor/management meetings for the purpose of providing continuing communication between the parties and promoting constructive labor management relations. Each party shall determine their own representation and will jointly decide upon the meeting format.
- B. Meetings shall be conducted regularly between the superintendent and/or designee and the Association president and/or designee to discuss district and school operations affecting employees. These shall be information sharing only. By mutual agreement, additional representatives of either party may be in attendance.
- C. The District and Association will establish a Unified Trades Leadership Team that will meet on a regular basis to discuss and address unit specific issues as they arise.

Section 2 - Committees

- A. The District shall inform the Association at Labor Management or Leadership Team meetings when District committees are to be formed. It will be determined at labor management if the committee shall be a joint committee or a district committee.
 - 1. An SEA Representative shall not be excluded from attending a district committee meeting as an observer.
 - 2. A joint committee shall have equal representation of District representatives and SEA representatives. SEA representatives shall be appointed by the SEA President. The District and its designees are not obligated to make known the formation of committees which are not composed of represented employees.

Section 3 – Dues Deduction

- A. Association Dues
 - 1. Association dues are determined by the SEA. Questions about dues should be directed to the SEA. Changes to dues deduction amounts shall be provided to the District by September 1st of each year.
 - 2. Any changes to dues deduction amounts for individuals shall be provided to the District by the 10th of each month.
 - 3. The Association shall have the right to have deducted from the salary of members of the Association, an amount equal to the fees and dues required for membership in the Spokane Education Association, WEA and NEA. Payroll deduction shall also be available

for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.

4. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee.

B. Representation Fees

1. No members of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association.
 - a. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.
 - b. The amount of the representation fee will be determined by the Association, and transmitted to the District Business Office in writing by September 1st of each year.
2. In the event that the representation fee is regarded by an employee as a violation of their right to non-Association, such bona fide objections will be resolved according to law.
 - a. Any employee objecting to the representation fee based on bona fide religious tenets, or teachings, or a church, will notify the Association and District of such objection in writing.
 - b. Upon filing of such objection, and after it has been determined that an employee has a bona fide religious objection to the payment of the representation fee, the employee and the Association shall agree on an appropriate secular charity.
 - c. In the event agreement cannot be reached, the charity shall be designated by PERC pursuant to the law.

- C. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

Section 4 – Association Rights

- A. The District will provide the Association with the use of the District interschool mail facilities for distribution of official Association communications so long as such communications are clearly labeled as Association materials and provided further that such communications are

not in violation of the law. Courtesy copies will be made available to the District and the principal/supervisor upon request.

- B. The District will allow the Association and its respective affiliates the use of District facilities for Association meetings provided such meetings do not interfere with or interrupt the normal school day. Such meetings will be held outside duty hours. Exceptions may be granted by the building principal.
- C. Other than meetings as provided above, duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall notify the building administrator or designee of their presence.
- D. The District will provide bulletin boards at locations mutually agreed upon for use by the Association. All materials posted shall be clearly labeled as official Association materials. Such bulletin boards shall only be used for the following notices:
 - 1. Association meetings and announcements;
 - 2. Official policy statements of the Association;
 - 3. Reports of Association committees;
 - 4. Association Election notices;
 - 5. Recreational and social affairs of the Association;
 - 6. Other official Association notices.

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

- E. The Association and its members shall have the right to use the District email and other electronic communication systems consistent with District policy and state law. Electronic files exist and are subject to public disclosure.
- F. The District agrees to furnish the Association all public records pursuant to state law.
- G. SEA will be authorized to hold four (4) school/site meetings a year during the thirty (30) minutes before or after the student day.

- H. Employees who hold a position within the Association that necessitates attending meetings which are held at 4 p.m. shall have the right to adjust their workday to guarantee the ability to attend the meeting while still maintaining their normal number of work hours.

Section 5 – Management Rights

- A. The District retains the right, unless modified by specific provisions within this agreement, to direct all employees; hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them for sufficient cause, relieve employees from duties because of lack of work or other legitimate reasons; determine the method, number and kinds of personnel required.
- B. The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the District or any part of it.
- C. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.
- D. The parties agree that, in specified provisions of this Agreement, final decisions are reserved exclusively with the District Management. Such matters are referred to as “final authority matters.” Final decisions shall not be subject to the grievance procedures.

Section 6 - No Strike/No Lockout

- A. The Association agrees that during the life of the Agreement it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of employees covered by this Agreement.
- B. The District agrees that during the life of this Agreement there shall be no lockout of employees covered by this Agreement. School closures caused by a strike of another employee group will not be considered a lockout if students make up the days at some other time.
- C. This section is inoperative during periods in which the Agreement is reopened.

ARTICLE III – PERSONNEL

Section 1 - Job Descriptions and Classification

A. Job descriptions for all positions subject to this Agreement will be developed by the District.

1. No changes in job descriptions shall be made without good faith consultation with the Association addressing the District's perceived need for the change and suggested alternatives.
2. In the event of the lack of sufficient work for a full time employee in a particular craft, the District may hire an employee to work under that craft's job description with the ability to assist other crafts in that department based on the job description.
 - a. The District will not hire partial FTE positions when a full-time position can be created for one employee.
 - b. Should an employee from a particular craft be absent on a long term basis and his/her work needs to be completed to ensure an uninterrupted workday or to cover an emergency, other craftsmen in the department will fill in to the best of his/her skill set. No data for evaluations may be collected while an employee is working outside their craft in this manner.
3. Job descriptions shall be reviewed by the Leadership Team for each department beginning with the 2016-2017 school year.
 - a. The District goal will be to have all job descriptions reviewed and updated as necessary by August 31, 2017. The District and the Association understand that certain departments may not meet this goal, provided that in August 2017, the District and the Association will review the job descriptions not yet reviewed and updated, and will develop a plan for completion of all job descriptions reviews and updates at that time
 - b. As determined by each Leadership Team, individuals who are employed in each job description may be invited to review and provide feedback on the job descriptions as necessary. Suggested amendments will be reviewed by the department's leadership team.
 - c. After concurrence by the leadership team, recommended changes must be sent to the Human Resources department. Any changes will not go into effect until approved by Human Resources. Decisions by the Human Resources department regarding changes to job descriptions are not subject to the grievance procedure.
 - d. By August 31, 2017, all updated and approved job descriptions shall be available electronically to employees.

- e. Beginning the 2017-2018 school year, employees and supervisors will be reminded to obtain a copy of their job descriptions annually prior to their evaluation. This may be done either by providing a hard copy of the job descriptions, by providing an electronic copy, or by receiving a link to the electronic copy that is available.
- 4. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another craft, department, or bargaining unit.
- 5. Any employee may submit written recommendations regarding job descriptions to Human Resources.
- 6. Any changes in qualifications required in job descriptions shall apply only to employees not currently in those positions, except for changes in required licensing or state and federal laws which all employees must meet.
- 7. If job descriptions for current positions are modified in a manner that would exclude current employees for assignments to those positions, all employees currently working in that position or similar positions shall be grandfathered as deemed qualified for assignment under that job description, except for changes in required licensing or state and federal laws which all employees must meet.
- 8. All employees working within a craft, regardless of shift, will operate under the same job description.
- B. Employees covered under this Agreement shall be assigned work only in their particular craft. As outlined in the job descriptions, employees may be asked to assist other crafts in the department. On rare occasion or should a condition arise that endangers life or property, employees may be assigned to work temporarily in another craft or department.
- C. When an employee feels that he/she is being asked to perform inappropriate job duties, the employee has the right to discuss the concern with his/her supervisor and/or program director without being disciplined for bringing forth the concern. Employees shall have the right to representation by the Association in any meetings with the supervisor concerning requests to perform inappropriate job duties.
- D. In the event a new job title or level is established, the applicable wage rate shall be negotiated. Once the rate for the new job title or level is established it shall become a part of the salary schedule and be paid retroactively to the employee dating back to the date when the employee started work in the new classification. Every effort will be made to negotiate the new salary as soon as reasonably possible.

Section 2 - Hours and Days of Work

- A. Day Shift - A normal workday shall be eight (8) hours of work between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, including a thirty (30) minute unpaid, duty free lunch period. By mutual consent of the Association and the District, shift schedules may be modified.
- B. Swing Shift – The normal workday for swing shift employee(s) shall be an eight (8) hours of work, between the hours 2:45 to 11:15 p.m., Monday through Friday, including a thirty (30) minute unpaid, duty free lunch, except for periods of winter break and summer break hours.
 - 1. During winter and summer break, hours will be day shift hours.
 - 2. When working day shift hours, employee salary shall not include the night shift pay differential and the night lead pay differential as applicable.
 - 3. During spring break, individual employees may choose to work swing or day shift hours.
 - 4. Shift schedules may be modified by mutual consent of the Association and the District.
 - 5. The swing shift employees will report directly to either their lead person or the daytime foreman.
 - 6. Employee(s) assigned to this work shift will enjoy all rights and privileges of the maintenance crew.
 - 7. No current or future employed members of the Unified Trades group who work day shift hours will be required to work the evening shift hours. These scheduled evening shift hour position(s) will be assigned to newly hired employees through approved additional FTE and through attrition.
 - 8. The maximum swing shift work force in the Unified Trades will be limited to a maximum of four (4) crew members for each of the following departments: carpentry and painting. The District and the SEA may mutually agree to expand the number of swing shift employees in each department through the MOU process.
 - a. These limits are established for the sole purpose of maintaining a daytime schedule work force.
 - b. Any newly hired employee may be considered for placement on the swing shift work schedule up to the maximum allowed.
 - c. No current or future employees will be involuntarily transferred into a swing position with swing shift hours.

- d. In the event of swing shift vacancies, daytime and PM employees maintain transfer rights into the swing shift hours' position if they so choose.
- e. Employees hired to work swing shift hours will be granted the same transfer rights as regular day and PM employees.

C. Preventative Maintenance Crew

1. The preventive maintenance crew(s) will only perform preventive maintenance work except under emergency conditions. Each PM crew will be considered as a separate crew.
2. These crew(s) will work from 3 p.m. until 11:30 p.m., Monday through Friday, except for periods of winter break and summer break.
 - a. During these break periods, hours will be day shift hours.
 - b. When working day shift hours, employee salary shall not include the night shift pay differential and lead pay as applicable.
3. During spring break, the shift hours may be adjusted to 7:00 a.m. to 3:30 p.m., if the entire crew agrees to this shift change.
4. Shift schedules may be modified by mutual consent of the Association and the District, in conjunction with the other bargaining units working the PM crew (i.e., Plumbers and Steamfitters Local #44 and IBEW Local #73).
5. The PM crew employees will report directly to either their lead person or the daytime foreman.
6. Employee(s) assigned to this work shift will enjoy all rights and privileges of the maintenance crew.
7. No current or future employed members of the Unified Trades who work day shift will be required to work evening shift hours. These scheduled evening shift position(s) will be assigned to newly hired employees through approved additional FTE and through attrition.
8. No current or future employees will be involuntarily transferred into a PM position with PM shift hours.
9. In the event of PM crew vacancies, daytime and swing shift employees maintain transfer rights into PM positions if they so choose.

10. Employees hired to work on a PM crew will be granted the same transfer rights as regular day shift and swing shift employees.
- D. Within the same department, the most senior employee on an evening (preventative maintenance or swing shift) crew will have the first right of refusal on any day shift opening, for which they are qualified. Opportunities shall be offered in order of seniority following the voluntary transfer process.
- E. The lead position for carpenters and the lead position for painters covering evening shift employees will be paid at 4% of the regular rate of pay.
- F. Anytime an additional department of employees working evening shift exceeds one employee, a lead position shall be created.
1. The individual selected will be from the evening shift and the selection process will be competitive.
 2. Positions shall be filled following the promotions process in the Assignment Transfer section of this contract.
 3. The selection decision shall not be arbitrary, capricious or retaliatory.
- G. End of day activities - Employees will be allowed a maximum of twenty (20) minutes of personal clean up time at the end of the employee's shift.
- H. Should employees be required to work in hazardous conditions during their regular work shift, such employees shall receive time and a half (1 ½) their regular rate of pay.
1. Hazardous conditions pay will be authorized by the Associate Superintendent of Support Services, in consultation with local fire, police and emergency management personnel, in unusual circumstances, when an employee is asked to undertake hazardous duty which is not typically performed or considered in the classification of the position.
 - a. Examples of hazardous conditions include, but not be limited to:
 - Entering and inspecting facilities immediately after an earthquake to determine if the nature and extent of potential issues and whether the facility is safe to enter for other employees.
 - Performing duties during severe local storms characterized by strong wind, often accompanied by dust, rain, snow, sleet, hail, and/or lightning, where other full-year employees are advised to stay home because it is unsafe to come to work.
 - b. Examples that are not considered hazardous duty, include but are not limited to:

- Snow or ice removal or other activities associated with usual snow storms, even when schools may be closed for the safety of students.
 - Addressing natural gas leaks, flooded facilities, electrical outages, etc. that are typically addressed by the trades, when not part of a larger more comprehensive hazardous condition.
 - Performing duties that are typically assigned and usually performed within the work unit, such as carpenters working with power equipment that, in the hands of untrained individuals, could be considered a hazard. In this case, the knowledge, skills and abilities of a carpenter mitigate the potential hazard.
2. During these unusual circumstances, the decisions regarding hazard conditions pay will typically be made after the work has been performed, as the primary interest of the District and the employees will be to address the hazardous conditions to protect life and property. The District will make every effort to notify affected employees within 10 days of its decision regarding the approval of hazardous conditions pay.
 3. Decisions by the Associate Superintendent regarding hazardous conditions pay are subject to the grievance process, but limited to Step 3.

Section 3 – Overtime/Compensatory time

A. Overtime

1. Any time worked in excess of eight (8) hours per day during the regular workweek shall be at the rate of time and one-half (1-1/2).
2. Holidays, hazardous working conditions when the employee is eligible for overtime, Saturdays and Sundays shall be at the double time (2X) rate.
 - a. For purposes of this section, the definitions, authorization, and approval of hazardous conditions pay can be found in Article III, Section 2 (H) of the agreement.
3. Call back is defined as an official assignment of work which does not continuously precede or follow an employee's regular shift. Call back time begins at the time the employee arrives at his/her assigned work station. Employees called back to do overtime shall receive a minimum of two (2) hours.
 - a. Employees called back on a regular shift day shall receive pay at double time (2x) the regular rate of pay.
 - b. If an employee has completed a call back shift of at least six (6) hours, the employee may request to be released from his/her regularly scheduled shift. The employee may

use vacation leave or apply compensatory time accrued through the call back shift for this absence.

4. All paid holidays during the employee's regular work schedule are considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.

B. Compensatory time

1. Compensatory time at time and one-half (1-1/2) will be granted for District authorized hours worked in excess of eight (8) in a day and which are continuous to the eight (8) hours. Employees working on holidays, Saturdays and/or Sundays, in hazardous working conditions, and/or on call backs shall earn compensatory time at the double time (2X) rate.
 - a. For purposes of this section, the definitions, authorization, and approval of hazardous conditions pay can be found in Article III, Section 2 (H) of this agreement.
2. An employee cannot receive compensatory time and overtime for the same hours worked.
3. Compensatory time if offered and accepted, will be taken in accordance with the Fair Labor Standards Act.
4. Employees who have generated compensatory time during the year must use it by August 10 or the District will pay out any unused compensatory time balance an employee may have.
5. Compensatory time may be taken with no less than twenty-four (24) hours of notice to the supervisor provided that the workstation can be adequately covered, unless the employee has completed a call back shift of at least six (6) hours and requests to be released from his/her regularly scheduled shift.

Section 4 – Conditions for Overtime

- A. The on-call supervisor shall offer overtime work to the craft said work falls into. The on-call supervisor will e-mail the Department Foreman to provide a courtesy update about the after hour need. In the event this process breaks down and another employee makes the calls, that employee shall receive the overtime. The overtime will be offered as follows:
 1. It shall be offered in seniority order.
 2. Employees have the right to refuse overtime.
 3. In the event the most senior employee does not respond, the next senior employee will be contacted.

4. When employees in a specific craft are unavailable, employees within the department will be offered the work in seniority order.
- B. Overtime work that cannot be completed by employees in a specific department shall be offered in the following manner:
1. Paint Department:
 - a. In the event the paint department needs assistance for emergencies, such as graffiti removal, projects that require the assistance of additional staff or the like, the paint department/District may use staff from the carpentry department providing at least one paint department member is present.
 - b. The paint department and the District will develop a list of carpentry department employees who have expressed an interest in this overtime opportunity. The list will be in seniority order. The painter(s) requesting assistance may call a carpenter from this list.
 2. Snow Removal:
 - a. Snow Removal, including the overtime associated with it, shall be the primary responsibility of the Mechanic Department.
 - b. In the event that the Mechanic Department needs assistance, carpenters shall be called to fill this emergency.
 - c. Carpenters shall be called in order of seniority.

Section 5 – Summer Hours

- A. Prior to the end of the school year, individual employees shall select a five (5) day, eight (8) hour shift or a four (4) day ten (10) hour shift for the entire summer.
1. Employees shall have the option to work four (4) ten (10) hour days per week from the first full week after students have been let out for the summer through the last full week before students return.
 2. Schedules must be worked out with the approval of the supervisor and adhered to throughout the summer.
 3. The Preventive Maintenance crew is exempt from the four (4) day ten (10) hour shift unless the majority of the members of that crew decide to go to four tens (this means all crafts on that PM crew).
- B. Hours shall be flexible (between 6:00 a.m. and 6:00 p.m.).

- C. Vacation shall be accounted for in hourly increments. Any holidays shall be paid at eight (8) hours.
- D. Employees having exceptional circumstances may work out alternative schedules with their supervisor.
- E. Non-twelve month employees hired for summer employment shall be considered twelve-month employees.

Section 6 – Rest Periods and Meal Breaks

A. Rest Periods

1. Rest periods shall be duty free and provided as follows:
 - a. Employees working three (3) hours shall receive a ten (10) minute rest period.
 - b. Employees working four (4) to five (5) hours shall receive a fifteen (15) minute rest period.
 - c. Employees working six (6) or seven (7) hours per day will be provided one (1) ten (10) minute and one (1) fifteen (15) minute rest period.
 - d. Employees working eight (8) hours per day shall be provided two (2) fifteen (15) minute rest periods.
 - e. Employees working ten (10) or more hours will be provided an additional ten (10) minute rest period. This includes employees working a summer schedule of four (4) days, ten (10) hours.
2. The rest period will be scheduled by the supervisor as near the midpoint of the work period as practicable.
3. Due to the nature of work in the Unified Trades, rest periods may be modified during unique circumstances, provided reasonable effort is made to take the break as close to the scheduled rest period as possible.
4. Rest periods may not be scheduled so as to extend the meal period or alter the employee's scheduled start or end time.
5. No wage deduction shall be made for such rest periods.

B. Meal Breaks

1. Employees working five (5) hours or more shall receive an unpaid meal period of not less than thirty (30) minutes per day.
2. The meal period shall be scheduled by the supervisor as near the midpoint of their work period as practicable in accordance with the law.
3. When an employee is requested to work through their meal break due to an emergency, the employee will take their meal break after the emergency is resolved. If it is not possible or reasonably practicable to take the meal break after the emergency situation is resolved, the employee will be paid overtime for the meal break.
4. Employees working three (3) hours or more past the normal work shift shall receive one (1) thirty (30) minute unpaid meal break during the overtime period.
5. Due to the nature of work in the Unified Trades, meal periods may be modified, during unique circumstance, provided reasonable effort is made to take the meal period as close to the scheduled meal period as possible.

C. Employees shall have the option to leave the work sites during meal periods.

Section 7- Holidays

- A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day and Independence Day.
- B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, and Memorial Day. If the employee is hired to work both days on each side of the Fourth of July, they will receive holiday pay for the Fourth of July.
- C. Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.
- D. Should Christmas Eve Day/New Year's Eve Day fall on a Friday, the holiday shall be observed on the preceding Thursday. Should these days fall on a Saturday or Sunday the holiday shall be observed on the preceding Friday.
- E. Any employee required to work on any of the listed holidays shall be paid at the double time rate in addition to his/her regular pay. The employee, as his/her option has the right to take

compensatory time at the rate it was earned instead of pay. Employees will not be required to work on Labor Day except in emergency situations.

Section 8 - New Hire Probationary Employees

- A. All new Unified Trades employees shall serve a six (6) month probationary period.
- B. New hire probationary employees will be eligible for the same retirement, health, and benefit package, including pay and vacation increments, as regular employees.
- C. Probationary employees may be discharged at the discretion of the District during the probationary period and shall have no access to the grievance procedure found herein, in regards to termination.
- D. Probation employees are covered by all terms and conditions of this agreement except layoff/recall, progressive discipline and the grievance process.
- E. New hire probationary status employees determined to have an unsatisfactory performance level shall receive a performance evaluation report prepared by his/her primary evaluator. Employees determined to have an unsatisfactory performance level will be provided with specific concerns to be addressed prior to completion of their probationary period in order to continue employment.
- F. New hire employees are not eligible for transfer while they are serving their probationary period.

Section 9- Employee Evaluation

- A. Performance Evaluation Process for Non-Probationary Employees
 - 1. The parties agree that performance concerns will not be addressed for the first time on the performance evaluation report. Evaluator(s) will accurately inform employees of their progress during the evaluation process.
 - 2. All employees shall have one evaluation per year. Employees on performance probation shall receive additional evaluations.
 - 3. Evaluations will be completed on a form developed by the District after consultation with the Association. This form shall be found on the District's website.
 - 4. Evaluations will be completed on or before August 20th. Evaluations shall be based on data collected by the evaluator(s) from the current year only.
 - 5. The primary evaluator shall be the Director of Maintenance and Operations.

6. Supervisors shall conduct site visitations to observe operations and gather their own verified information for the evaluation(s). Any information collected that may negatively impact the employee's annual evaluation must be put in writing and given to the employee within ten (10) days of the knowledge of the verified information. The employee or the supervisor may request a meeting to discuss the negative information.
7. An employee shall be given a copy of any written evaluation by his/her primary evaluators at least three (3) working days before any conference to discuss it. No employee shall be required to sign a blank or incomplete evaluation form. No evaluation shall be placed in the employee's file without their review. An employee has the right to attach comments to all evaluations.
 - a. An employee with satisfactory marks in all areas may decline to meet with their supervisor(s).
 - b. Employees with a Requires Improvement or Unsatisfactory rating must attend a conference with their primary evaluator.
8. An employee who receives an overall Unsatisfactory rating on their annual evaluation report may be placed on probation at the discretion of the District.

Section 10 - Employee Performance Probation Process

- A. If an employee is put on probation for performance deficiencies after receiving an overall Unsatisfactory on the annual evaluation report, performance deficiencies will be communicated to the employee.
- B. Any probationary period will last a minimum of forty-five (45) working days. The forty-five (45) day probationary period shall start the day after the employee is given a plan of probation in a meeting. The plan shall be in writing. The plan shall include suggestions and support for improvement of his/her performance.
- C. Employees are not eligible for voluntary transfer while they are on probation.
- D. Any employee on probation shall be removed from probation at any time the employee has demonstrated improvement to the satisfaction of the primary evaluator(s), in those areas specifically detailed in his/her notice of probation. In this event, a statement shall be attached to the evaluation report indicating the employee has successfully met the conditions of probation. Probation may be extended if the employee shows sufficient improvement, but is still deficient in some areas, as determined by the District.
- E. If the employee on probation has not demonstrated sufficient improvement after completion of the probationary period, a recommendation may be made to the School Board that the employee may be terminated.

Section 11 - Employee Facilities

- A. The District will arrange that the following facilities and equipment be at each site for the use of the employees housed in that building:
 - 1. A work area containing equipment and supplies to complete individual job assignments,
 - 2. A key to one's classroom, office or workspace,
 - 3. Access to furnished employee lounge,
 - 4. Identification card,
 - 5. Restroom facilities separate from student facilities and preferably separated by gender,
 - 6. Access to conveniently located communication and technology resources, i.e., computers,
 - 7. An individual lockable space for personal items at each work site,
 - 8. A telephone in a private area for employees' use.
- B. Employees will have access to long-distance phone lines for credit card use and 1-800 numbers when possible.
- C. Care and consideration needs to be used in planning the location of gatherings (i.e., meetings, luncheons, teas, receptions, in-services, etc.) in a building so as not to always displace the same program or class. The affected parties should be involved in the planning and shall be given at least twenty-four (24) hours' notice to reschedule, change locations or cancel their displaced activity or class.
- D. Employees will be provided, upon request, a security code access and appropriate keys to access the building and work areas outside of the regular work day.
- E. Any employee who loses his/her ID card will be responsible for contacting the Security Office to obtain a new ID card. Employees will be charged a replacement fee not to exceed the actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job may receive a replacement ID card at no cost.
- F. Except in an emergency, ample notice will be given to staff when scheduled repairs that may be disruptive to the educational process are made to classrooms, workspaces, or hallways during student attendance hours so that adjustments may be made, if necessary.
- G. Before a portable can be used as a workstation, the District will provide a functional communications system between the portable and main office.

Section 12 - Business Use of Personal Vehicle

- A. An employee directed by his/her supervisor to travel from one (1) site to another in his/her own vehicle during working hours, shall be reimbursed for such travel at the rate as determined by the Internal Revenue Service guidelines for Washington State, published and in effect at the time of travel and received by the District. The employee shall present documentation as to actual usage of his/her personal vehicle in a form and manner approved by the District. The employee must carry minimum liability insurance on his/her vehicle.

Section 13 – Seniority

- A. Accumulation of seniority shall begin on the employee's first working day, which shall be termed the employee's date of hire.
- B. A paid holiday shall be counted as the first working day in applicable situations.
- C. Employees with seniority in more than one department within Unified Trades shall carry that seniority separately. Employees shall carry seniority in more than one department.
- D. In the event that two or more employees have the same seniority date, an employee with more district seniority in other bargaining units shall be considered most senior. Any further tie shall be broken as determined by a number drawn lottery.
 - 1. The Association and all employees so affected shall be notified in writing of the date, place and time of the lottery.
 - 2. The lottery shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
 - 3. A new lottery will be conducted for each new tie-breaking event.
- E. The District will make an initial seniority list available annually, by the end of the first week in March.
 - 1. Employees shall contact the District within fifteen (15) days of the seniority list being published if there is a dispute to his/her seniority placement.
 - 2. The final seniority list will be posted by the Maintenance Department timekeeper and made available to employees by the last working day in March.
 - 3. The list will not include employee social security numbers.
- F. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

- G. An employee shall not accrue seniority while on an unpaid leave beyond twenty (20) working days.
- H. An employee who is laid off shall be credited with accrued seniority upon recall after completing the six (6) month consecutive probationary period.
- I. Employees who voluntarily terminate, resign, retire or transfer to a non-bargaining unit position shall forfeit their seniority with the District.

Section 14 - Assignments and Transfers

A. Definition of Terms:

- 1. ASSIGNMENT: An individual's current job title and shift.
- 2. REASSIGNMENT: A change in assignment or shift within a specific department, either by request or because of program needs.
- 3. VACANCY: A job to be filled as determined by the District.
- 4. TRANSFER: Voluntary or involuntary movement of staff.
- 5. INVOLUNTARY TRANSFER: Placement by the District in as similar a position as is feasible within the same bargaining unit.
- 6. VOLUNTARY TRANSFER: Employee decision to request movement from one department to another within the same bargaining unit.
- 7. PROMOTION: When an employee changes from one assignment to an assignment whereby the employee receives increased hourly pay, excluding shift differential.

B. Sequence of Assignments and Transfers:

- 1. Reassignment
- 2. Declaration of vacancies as they become available.
- 3. Placement of new involuntary transfers if there is a need.
- 4. Placement of employees who have been previously involuntarily transferred.
- 5. Placement of any involuntary reassignments into an open position.
- 6. Placement of returns from leave.

7. Posting of vacancies:

- a. Voluntary transfers are considered prior to reviewing external applicants.
- b. External applicants considered.

C. Reassignment Procedure:

- 1. Reassignments within a specific department may be made either by request of the employee or by the supervisor.
 - a. Employees may volunteer to be reassigned to an open position in his/her department.
 - i. The employee must be qualified to fill the open position.
 - ii. If two employees wish to volunteer for reassignment, the most senior qualified employee shall get the job.
 - b. Should an employee not volunteer for reassignment, the District shall reassign the least senior qualified person into the open position.
 - i. Decisions will not be made in an arbitrary, retaliatory, or capricious manner.

D. Declaration of Vacancy Procedures: The District will identify all known vacancies by specific trade as they occur throughout the year.

E. Involuntary Transfer Procedures:

- 1. Prior to any involuntary transfers occurring, the District will identify the specific number of staff needing to be transferred.
- 2. Employees identified for involuntary transfer will be least senior in the specific department identified as needing to reduce the workforce.
- 3. All identified involuntary transfers will be ranked from most to least senior within the specific department.
- 4. In an attempt to prevent involuntary transfers, the District will seek volunteers from the identified department to take the place of those identified for involuntary transfer. When it is an individual's turn to select a new position, the employee may withdraw his/her offer to volunteer and the originally identified employee will be placed back on the involuntary transfer list.
- 5. All known open assignments will be listed by specific craft.

6. Beginning with the most senior person to be involuntarily transferred, he/she will be allowed to choose an assignment for which he/she meets the qualifications and license requirements from the available openings.
7. Under no circumstance will an involuntary transferred employee displace another employee.
8. No employee will be involuntarily transferred two years in a row.

F. Placement of Employees who are on Involuntary Transfer Status from Prior Years Procedure

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

G. Returns from Leave Procedure:

Employees returning from a leave of absence will be returned to their prior craft. If their return necessitates the need for involuntary transfers or layoff, the District will follow procedures as established within this Agreement.

H. Posting of Vacancies:

1. All open positions will be posted in a timely manner. A Notice of Position Vacancy shall be developed and posted on the District website for a minimum of five (5) days. Vacancies will be posted as soon as reasonably possible.
2. Staff with limited or no computer access may call Human Resources and inquire about postings.
3. The Notice of Position Vacancies shall contain all information necessary for an employee to evaluate his/her interest in the position. For example:
 - a. Position location and supervisor;
 - b. Description of responsibilities, qualifications and terms and conditions of employment;

c. Application procedures and closing date.

I. Voluntary Transfer Procedure:

1. Requests for transfer to a position within another department must be made on a form provided by the District as specific openings become available. Staff interested in openings which occur while they are on vacation or during non-student periods may leave a transfer request form with Human Resources prior to leaving for the break.
2. The employee selected for transfer must meet qualification requirements for the position and have a satisfactory performance evaluation.
3. An opportunity to match the employee to these requirements and to provide the employee with opportunity to learn first-hand what the job entails will be provided through a face-to-face meeting between the employee, the foreman and the supervisor prior to granting the transfer.
4. Should two or more employees meet the requirements listed above, the position will be awarded based on qualifications and related experience both inside and outside the district. If all is equal, the position will be awarded based on seniority.
5. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.

J. Promotion:

1. Employees may request a promotion to an assignment whereby the employee receives increased hourly pay by completing a promotion form as provided by the District as specific openings become available. Staff interested in openings which occur while they are on vacation or during non-student periods may leave a promotion request form with Human Resources prior to leaving for the break.
2. The employee selected for promotion must meet qualification requirements for the position and have a satisfactory performance evaluation.
3. Should the supervisor determine that two or more employees match the requirements listed above, the position will be awarded based on qualifications and related experience both inside and outside the District. If all is equal, the position will be awarded based on seniority.
4. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will,

upon request of the employee, be informed of the reasons why he/she did not receive the assignment.

- K. Posting of Vacancies: Vacancies will be posted to individuals outside of the bargaining unit after all reassignment, transfer, and position placements have been made.
- L. The District and the Association may agree to the special placement of a staff member for unique circumstances. Such placements would by-pass other transfer provisions and be agreed to by the employee.
- M. An employee who is selected for a transfer into a new position will begin that new position immediately. A substitute will be placed in the employee's former position. A permanent replacement will not be hired for the employee's former position until any employees who were interviewed, but were not selected for the transfer position, have an opportunity to complete the grievance hearing process.
- N. Up to five (5) educational support personnel, entry-level positions per year may be filled by the District irrespective of hiring priorities and all transfer provisions. These positions are to enable the District to hire people who can offer special and unique contributions and to fill areas of shortage. The District will notify the Association, in writing, when this provision is applied.
- O. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

Section 15 - Layoff and Recall

- A. Layoff shall be defined as a necessary reduction in the work force beyond the normal attrition for economic reasons only. The following layoff and recall provisions shall not apply to employees hired into temporary positions of less than six (6) months. Recall provisions shall not apply to new hire probationary employees.
- B. Layoff
 - 1. Any employees affected by layoff shall receive written notification thirty calendar (30) days prior to the layoff taking effect. The Association shall also be notified.
 - 2. Seniority shall prevail in each department for determining layoffs.
 - a. Seniority for the purpose of this section shall mean that such layoffs shall start with the last person hired and proceed up the list in order of hiring date.
 - b. The foreman, regardless of seniority, shall be the last employee laid off in a department.

- c. Seniority earned before the layoff will not be forfeited when an employee returns on recall.

C. Recall Pool

1. Employees shall remain in the recall pool for twenty-four (24) months.
2. Employees may be called back for short term work, during the twenty-four (24) month recall period.
3. Employees may decline short term work, if the work assignment is less than six (6) months in duration and retain their placement in the recall pool.
4. Laid off employees are eligible for continuation of health benefits consistent with the provisions of COBRA.

D. Recall

1. Employees shall be recalled based on seniority by department. The most senior shall be recalled first.
2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District records.
 - a. The recall notice shall state the time and date on which the employee is to report back to work.
 - b. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address.
 - c. If a certified letter, return receipt requested, fails to produce a response from the affected employee within seven (7) calendar days of the sending of the letter of recall, then the employer shall be absolved from any further responsibility to attempt to locate the employee, and that employee's name shall be removed from the recall list.
3. An employee who declines recall to perform work for which he/she is qualified, shall forfeit his/her seniority and recall rights, unless the employee has declined a short term work assignment of less than six (6) months.

Section 16 – Progressive Discipline

A. The District has the right to discipline, suspend, or dismiss for just cause.

1. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations.

2. All disciplinary action shall be in accordance with the principles of progressive discipline.
 3. Progressive discipline may include: verbal warning, written warning, and written reprimand.
 4. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
 5. Disciplinary actions, including verbal warnings, shall be committed to writing and placed in the appropriate file as listed in the "Employee Files" section of this agreement.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by his/her supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond.
1. Such notification must include complainant(s)' name(s).
 2. An employee shall have the right to be accompanied by a representative of the Association during any such meeting.
 3. If, after the investigation is complete and the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.
 4. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.
 5. Discipline can be removed from employee files consistent with the applicable provisions in the Employee Files Section.

Section 17 – Employee Files

A. Personnel Files

1. The personnel file is a District file and shall be maintained in the District's Human Resources office.
2. Personnel files are confidential and shall be available for inspection only to the appropriate administrative staff and the individual employee.

3. All disciplinary action, excluding verbal warnings, shall be placed in this file.
4. By prior appointment, an employee shall have the opportunity to review the contents of his/her file and copy, at the employee's expense, materials within the file.
5. A review of the personnel file will be supervised by the Chief Human Resources Officer or designee(s).
6. The employee may request an additional individual, chosen by the employee, to be present for the personnel file review.
7. The employee may work with the Chief Human Resources Officer, or designee, to add material to, or delete material from, his/her personnel file. The employee shall have an opportunity to attach written comments to anything in his/her file.
8. Any derogatory document not provided to an employee within fifteen (15) work days after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
 - a. 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 having been provided a copy first and been provided the opportunity to attach his/her own comments.
 - b. Such written response shall become part of the employee's written personnel records.
9. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined above. Confidential materials can be placed in an employee's personnel file only with the employee's permission.

B. Supervisor File

1. An employee's principal or program supervisor may maintain a supervisory file at his/her work site for the purpose of containing material pertinent to the employee's performance and for completion of an employee's evaluation(s).
2. Counseling/expectation memos and verbal warnings shall also be placed in this file. Information about removing these documents from employee files is listed below.
3. The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time, within twenty-four (24) hours if possible, for such review.
 - a. The employee may choose to have a representative present.

- b. The employee may copy materials from the file at his/her own expense.
- 4. The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program.
 - a. When those responsibilities end, the contents of the file will be destroyed except for written documentation of counseling sessions and verbal warnings which will be forwarded to Human Resources. Documentation forwarded to Human Resources will be filed in the personnel director's office.

C. Application and Screening Materials

The District will maintain application and screening materials in order to fill vacant positions. Materials are organized in relation to a posted vacancy and subsequent hiring process. These files are stored for the current year, plus three years as required by the Records Retention Act. Employees may review application materials the employee themselves have submitted.

D. District Records

- 1. The District maintains other types of records related to grievances, discipline, and litigation.
- 2. If the District keeps a discipline record longer than what is stated in the timelines below, it will not be used as the basis for discipline.
- 3. Records of grievances are not kept in the personnel file.
- 4. District records are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of grievances, discipline, or litigation.
- 5. District records will be kept separate from other District files.

E. Document Removal from Supervisor and Personnel File

- 1. Counseling Memo and Verbal Warnings
 - a. Documentation of counseling sessions will be destroyed after one (1) year, provided that no further issues of a similar nature have occurred during that period of time.
 - b. After eighteen (18) months following the issuance, the employee may submit a written request to remove documentation of verbal warnings, provided that no further issues of a similar nature have occurred during that period of time.

- c. The employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline.
- d. The only reference to the discipline action will be kept in District records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future discipline of the employee.

2. Written Warnings and Written Reprimands

- a. After two (2) years following the issuance, the employee may submit a written request to lower the discipline level of the document if there has been no recurrence of the behavior.
- b. The new level of the discipline will be noted as revised and dated on the original document.
- c. Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only.

F. Applicability of Public Disclosure Laws

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

Section 18 - Employee Protection

- A. The District shall provide a safe and healthy working environment for all employees.
 - 1. An employee shall immediately report potentially unsafe or hazardous conditions to their supervisors.
 - 2. Unresolved conditions may be submitted for discussion at Labor Management meetings.
- B. Social Security numbers will be treated as private and confidential information while recognizing the fact that they may be needed to be used for documentation when mandated by federal or state regulation.
- C. A communication device will be available to an employee required to work in a building alone. If an employee is given an assignment outside of their regular duties requiring them to work alone, that employee may decline the assignment without repercussions if he/she has safety concerns.

- D. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.
- E. Each facility shall have a building-wide crisis plan.
 - 1. These plans shall be comprehensive, and include plans for the gym, cafeteria, library, multi-purpose room, outside and any other area used by employees and/or students.
 - 2. The crisis plan must be in print and a copy provided to each staff member at review and information sessions at the beginning of each school year.
- F. In those situations where it is mutually determined appropriate, the District will provide legal defense in criminal cases. In those situations, where criminal charges arising out of employment have been filed against an employee, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if he/she is found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.

Section 19 – Indoor Air Quality

- A. If there is an environmental concern at a District work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern.
- B. Based on the reported concern, the District Industrial Hygienist will:
 - 1. Test and monitor the area.
 - 2. Track the employee concern as reported on physical hazard notification forms and employee logs.
 - 3. Facilitate, research, and recommend solutions in a timely manner.
 - 4. Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.
- C. Unresolved indoor environmental issues may be submitted to the Joint Indoor Air Quality Committee who will be consulted for recommendations.
 - 1. The Committee shall be comprised of the District's Industrial Hygienist, the Director of Maintenance (or designee), the Director of Safety (or designee), and three (3) SEA representatives (to be communicated by SEA to the Industrial Hygienist annually).

2. If the Industrial Hygienist position is vacated or discontinued, the Committee shall recommend independent testing groups.

Section 20 – Worker’s Compensation

- A. If an employee is injured on the job, an incident report will be filed in a timely manner to document the injury.
- B. Employees who sustain a personal injury/illness, covered by workers’ compensation, in the course of employment will be paid full salary for the period of absence less the amount of the workers’ compensation award made for disability due to such injury/illness.
- C. Such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays.
- D. If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of the Department of Labor and Industry order and notice form approval.
- E. After thirty (30) workdays, such absence shall be charged to the annual or accumulated illness leave in the pro rata amount paid by the District.
- F. The District will provide, at its discretion, on the job support(s) to reduce instances of work-related injury.
- G. Injury Related Reassignment
 1. The District shall enter into an interactive dialogue with an employee who has or incurs an injury or medical condition that may require accommodations in order to perform job duties.
 2. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority. The employee will continue to receive all rights, privileges, and protections normally given under this Agreement. If any provision of the Collective Bargaining Agreement is in conflict with the new position, the District and Association shall decide jointly on the appropriateness of the proposed placement.
 3. The Association will be informed in writing if any employee not represented by the Association is assigned to a position represented by the bargaining unit or if an employee represented by the Association is placed in a position outside of the bargaining unit.

H. Light duty for on the Job Injuries

1. The District will institute a light-duty program to return employees to work who have been authorized to return to light-duty assignments. Light-duty assignments may differ from the employee's regular work assignments.
 2. The District will make a good faith effort to designate light duty positions for employees required to work with physical restrictions due to an on-the-job illness. The employee must have a written release from his/her attending physician and must comply with any regulations required by Washington State Worker's Compensation. Employees performing light duty shall be compensated at their regular rate of pay.
- I. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industry's Loss of Earning Power Standards.

Section 21 – Loss and/or Damage of Personal Property

- A. The District agrees that it will include employees as insureds in the District's liability policy. The District shall reimburse the employees for:
1. the replacement of any clothing or other personal property damaged or destroyed in a disturbance as defined by state statutes.
 2. any District-registered personal property used for instructional purposes in the workstation which has been damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred twenty-five dollars (\$125), whichever is less.
 3. personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measure(s). Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred twenty-five dollars (\$125), whichever is less.
- B. The District shall reimburse vandalism to an employee's vehicle under the following conditions:
1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged.
 2. The vandalism must have occurred while the employee was at a District work site performing district business.
 3. Damage resulting from a collision or damage from another vehicle is not reimbursable.

4. Reimbursement shall be made per vandalism occurrence in the amount of one hundred twenty-five dollars (\$125) or the employee's deductible, whichever is less.
- C. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal and to the District security department.
- D. All claims for reimbursement for loss, except "B.1" above, require a certification of valid insurance with the amount of the employee's deductible, by a representative of the employee's insurance company. Forms will be available from the District business office.
- E. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.

Section 22 – Loss or Damage of District Property

Employees shall not be liable for District property that is damaged, destroyed, or stolen provided prudent steps have been taken to protect such property.

Section 23 – Threat of, and Assault on an Employee

- A. The District shall take reports of threats and assault seriously.
- B. Any case of a threat and/or assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee.
- C. The District shall meet with the employee about the allegation of a threat or assault.
- D. The District shall inform the employee of any action taken in response to the student as reported after conferring with the employee.
- E. The District acknowledges the extraordinary impact that serious threats and assault on staff members has on the educational process and will, therefore, take more severe disciplinary action for exceptional misconduct.
 1. Such disciplinary action may include expulsion or emergency expulsion, whenever appropriate, in accordance with student due process rights.
 2. The District shall follow the law when disciplining Special Education students.
- F. The District shall inform the employee on those legal rights and alternative courses of action available to the employee.
- G. Threats or assaults that have resulted in a documented medical condition shall be reviewed by the District and may not result in the loss of sick or vacation leave.

- H. The District will refer reports of threats and assault to the authorities as appropriate.
- I. School visitor information shall include notice of the District's expectation regarding physical or verbal abuses, intimidations or interference with an employee's ability to perform his/her duties.
- J. The Employee Assistance Plan is available for any employee and information about this program can be found in the Benefits Office.

Section 24 – Potentially Dangerous Students and Patrons

- A. After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor, they will notify affected staff in a timely manner, and in accordance with all state and federal laws.
- B. All staff, on a need to know basis as defined by law, shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to other students or staff. In addition, all staff, based on a need to know basis as defined by law, shall have access to the above-mentioned information as they feel the need arises.
 - 1. "Shall be informed" is a shared responsibility between staff and administration and support staff.
 - 2. "Evidenced behaviors" are obtained through a self-report registration document as well as any other information that clearly presents a safety problem.
 - 3. As per law, a student cannot, however, be withheld from class pending the schools receipt of the student's records.
 - 4. Affected staff shall be provided with specific information about the known behavior pattern(s) of the student(s), including the student record except as outlined in school district policy where release by the student is necessary or where the record is the working notes only seen by the person making them.
 - 5. Staff will be provided with suggested strategies for managing those behaviors. The sharing of confidential information about a student is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students, and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). Any other information that is not contained in the student record that is not confidential will be communicated to staff who have a need and an interest to know.
- C. The sharing of confidential information about a student's family is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and

students and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). All staff, based on a need to know basis as defined by law, shall be informed prior to being assigned student(s) whose family evidences behaviors that could present a safety problem to the students or staff. Affected staff shall be provided with specific information about the known behavior pattern(s) of the involved person(s) and suggested strategies for managing those behaviors.

Section 25 – Drug and Alcohol Testing

- A. All employees required to hold a commercial driver's license shall be subject to the District policy on drug and alcohol testing.
- B. The District shall pay the cost of any test, other than tests required as an initial condition of employment.
- C. The employee shall pay the cost of any test required as an initial condition of employment.

Section 26 – Mentor Program

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

Section 27 - In-Service Training

- A. All time required to obtain training will be paid time, over and above regular hours, or included in the workday. Should meetings be held outside the employee's regular scheduled work hours and the employee cannot attend, the employee shall give advanced notice to their supervisor.
- B. The District shall provide up to eight (8) hours of job specific trainings on non-student days, conference weeks, during the employee's work day, Saturdays, evenings, or other agreed upon times for Educational Support Professionals. The District shall provide a training fund of \$50,000. Employee input shall be sought each year to help determine the needs for these trainings. These trainings shall not replace existing mandatory or contractually obligated training.
- C. All employees shall maintain first aid/CPR certification. Employees will attend classes during the workday.
- D. All training required to maintain job qualifications shall be paid for by the District, or if after hours, at the appropriate rate of pay.

Section 28 - Summer Mail Delivery

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

Section 29 - Student Workplace Training Opportunities

- A. The District and the Association agree that students learning such work skills are not intended to take away work normally assigned to bargaining unit members.
- B. No student shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any student prevent the employment of persons who would otherwise be hired.
- C. If students are involved in employment-related activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision.

Section 30 - Calendar

- A. The adopted calendars are found in Addendum C of this Agreement.
- B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:
 - 1. The Monday, Tuesday, and Wednesday before the first day of school shall be work days for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher work day. The order of these days shall be determined by the affected members in each building. For the 2016-2017 school year, only one (1) day before the first week of school will be directed by the principal or program.
 - 2. The first day of instruction shall be the last Thursday in August. When not feasible, the parties will come together to schedule the first day.
 - 3. Labor Day, Veteran's Day (observed), Martin Luther King's Birthday, President's Day, and Memorial Day shall be non-student days.
 - 4. The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving shall be non-student non-working days. When not feasible, the parties will come together to schedule the break.
 - 5. Winter Break shall be two (2) weeks long and shall be inclusive of three weekends. When not feasible, the parties will come together to schedule the break.
 - 6. Spring Break shall be the first full week of April. If not feasible, the parties will come together to schedule the break.
 - 7. Professional Learning Improvement days and Professional Peer Learning early release days will be designated in the attached calendars.

8. The conference schedule is addressed in the parent teacher conference section of the Certificated CBA.
9. Semester Break day is designated in the attached calendars. This shall be a non-student day unless the day is needed for a Weather Make-Up day, consistent with the order designated on the published calendar.
10. The last day of the school year will be a half-day for students. It shall be a three (3) hour day for students. Special sites may have varying hours. Certificated employees may leave when the building is clear of students. Classified employees must work their assigned hours or take leave. End of year check-out may not interrupt instruction.

Weather make-up: If weather make-up days are necessary, they will be used in the order designated on the published calendars.

Section 31 - Grant Applications

It is important that employee workload and District budget implications are considered before an application is made for any grant. Consequently, all grant applications must follow the procedures established by Labor Management as indicated on the Grant Application Form, available on-line.

Section 32 - Volunteer Opportunities

- A. Volunteers shall not do work normally assigned to bargaining unit members. No volunteer shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any volunteer prevent the employment of persons who would otherwise be hired.
- B. If volunteers are involved in activities that require additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision to the volunteer.
- C. Volunteers wishing to complete a project that would normally be assigned to bargaining unit members shall follow the Volunteer and Community Support Program process in accordance with Spokane Public Schools Policy and Procedure.

Section 33 - Volunteer and Community Support Project Committee

- A. A joint committee composed of the Director of Plant and Facilities, Safety Director, Maintenance Manager and one representative each from the Custodial, Grounds, and each Unified Trades department shall review and approve the Volunteer and Community Support Project Requests. This committee will examine for approval the final version of the "Plant and Facilities Volunteer and Community Support Projects Request Form."

B. A copy of each request will be sent to the Associate Superintendent of Management Services and the Associate Superintendent of Educational Services for their review. Final approval will not occur until five working days after being submitted for review. If the project is approved, a copy of the approval will be sent to:

1. Requesting Party
2. Building Administrator
3. Maintenance Manager

ARTICLE IV – LEAVES OF ABSENCE

Section 1 – Sick, Family, and Emergency Leave

- A. Employees shall be granted 12 days of sick, family, and emergency leave at the beginning of each school year. Such leave days may be accumulated per year on a prorated basis to a maximum of two hundred forty (240) days.
1. Sick leave is defined as days of absence from duty because of personal illness and for which no deduction is made in compensation of the employee. After an illness of five (5) consecutive days, employees may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. When an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's absence irrespective of five days.
 2. Emergency leave may be granted for problems for which pre planning is not possible or could not relieve the necessity for the employee's absence (e.g., court appearance, religious holidays, funeral of friend, etc.).
 3. Sick, family, and emergency leave may be taken to the full amount of accumulation.
 4. An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year. Doctor's appointments that require absences greater than two hours shall be deducted from sick leave.
 5. Sick Leave Sell Back:
 - a. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused sick leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.
 - b. At the time of separation from District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued sick leave. For the purpose of remuneration at retirement or death, total accrued sick leave shall be limited to 180 days.

6. Employees who are members of recognized religious groups have the right to request in advance through Human Resources up to three (3) days per work year of non-accumulating accommodation leave when:
 - a. the recognized religious group celebrates a holy day or religious holiday and
 - b. requires attendance at the celebration and
 - c. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.

Section 2 - Maternity Leave

- A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.
 1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
 2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.
 3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five days shall require a physician's statement to verify the leave period for disability relating to pregnancy or childbirth. A physician's statement for a leave of less than five days may be required. In instances where an employee requesting maternity leave is not under a physician's care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than 30 days.
 4. Maternity leave is in addition to leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.
 5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
 - a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.

- b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.
 - c. A long-term substitute may be placed in the employee's position during the period of absence.
6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

Section 3 - Family Care Leave

Employees shall be allowed to use their accrued sick leave to care for immediate family members with a health condition that requires treatment or supervision. Abuse of sick leave may be subject to disciplinary action as found in the Progressive Discipline Section.

Section 4 - Parenting Leave

- A. Employees may use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family. This applies to regular childbirth as well as adoption. This leave is in addition to maternity leave.
- B. The employee may continue District-sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

Section 5 - Bereavement Leave

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the District must have an affidavit of Domestic Partnership already on file for benefit purposes.
- B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law.
- C. In special cases, the superintendent or designee may extend the definition of immediate family and/or grant extra days.

- D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

Section 6 - Family Medical Leave (FMLA)

Any eligible employee is entitled to a total of twelve (12) work-weeks of Family Medical Leave during any fiscal year (September 1 - August 31), as provided for in District Policy.

Section 7 – Vacation/Non-Restricted Vacation

A. Vacation

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

<u>Years of Service</u>	<u>Vacation Eligibility</u>
1-4 years – 6.66 hrs./mo.	10 days or 80 hours
5-9 years – 10 hrs./mo.	15 days or 120 hours
10-24 years – 13.3 hrs./mo.	20 days or 160 hours
25 plus years – 15.3 hrs./mo.	23 days or 184 hours

2. Any terminated employee will receive prorated vacation pay on their last warrant.
3. Twelve month employees requesting vacation during periods of non-student days shall be granted at the time requested by the employee providing that work site coverage as determined minimally necessary by the District can be maintained. Employees requesting vacations during periods of student days shall be limited to a total of 10% of the bargaining unit at any one time. Selection shall be on seniority basis as long as the requests have been submitted at least thirty (30) days in advance. If requests are not submitted at least thirty (30) days in advance, requests shall be granted on a first-come, first-served basis up to the limit.
4. The District and the Association agree that vacation accrual dates for members of the Unified Trades bargaining unit will be based on total time served within the district in a regular position. Guidelines developed for computing step increase dates will be followed.
5. Should an employee voluntarily resign or terminate employment for reasons other than layoff, the vacation accrual date will be based on the employee's most recent rehire date.

B. Non-restricted vacation leave

1. In addition to the above noted vacation days each employee will be granted an additional three (3) non-restricted vacation leave days annually.

2. These days are separate from regular vacation days, can be accumulated up to a total of five (5) and will be front loaded each year.
3. Request to use non-restricted vacation days must be made by the end of the prior regularly scheduled workday.
4. The employee is not required to state the reasons for the request to take such leave days.
5. These leave days are separate from sick, family, and emergency leave days.
6. No more than three (3) non-restricted vacation leave days may be taken at any one time.
7. Employees who elect not to utilize these days may elect to cash out days as provided below.
8. Employees may carry over up to one half (1/2) of their earned regular vacation and up to two (2) days of non-restricted vacation days each year. Additional vacation may be accumulated if an employee is requested in writing to defer his/her vacation because of work schedules.
 - a. Vacation that must be used or will be lost must be scheduled and used by August 31st. The time must be reported to the employee's timekeeper during the August payroll processing time period. The amount of potential vacation loss can be found on the employee's electronic pay stub.
 - b. In any year an employee may choose to sell back up to three (3) days of non-restricted vacation at the true per diem rate so long as in the last two years of employment the maximum total vacation days for cash out purposes does not exceed thirty (30).

Section 8 - Community Service Leave

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

Section 9 - Jury Service

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to his/her giving such jury service.

- B. When an employee is required to actually perform jury duty, he/she shall do so without loss of pay and/or benefits.
- C. Jury fees, exclusive of mileage, shall in each case be remitted to the District.
- D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, he/she shall return to the building for assignment.

Section 10 - Education Leaves

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

Section 11 - Subpoena Leave

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

Section 12 - Natural Disaster

When a natural disaster is declared by an official public agency which precludes an employee from getting to work, the employee will notify his/her supervisor as soon as reasonably possibly of his/her inability to get to work so that staffing adjustments can be made to secure school facilities. Such authorized absence will not constitute loss of vacation, non-restricted vacation, sick/emergency leave, or pay.

Section 13 - Miscellaneous Leaves

- A. Other leaves may be granted upon District approval for up to one (1) year without pay or District benefits, provided sufficient notice is given. Special conditions of the leave shall be put in writing at the time the leave is granted. The employee's failure to fulfill the special and regular conditions of the leave will be considered a breach of terms and condition of the employee's leave agreement with the District and may be cause for disciplinary action. Seniority, and accrued sick leave at the time of the leave will apply on return from the leave. Accrued sick leave will be adjusted for miscellaneous leaves involving twenty-one (21) or more days of absence from regular duties. The employee shall return to a position of equal classification and hourly rate if such position is available or to a position which is mutually agreeable to the District and the employee, if a position is available upon return.

B. The following types of leave will be considered under this policy:

1. Active military service (with pay if absence under RCW 38.40.060).
2. Additional college preparation, providing it is job related.
3. Extensive travel—must be in best interest of the District.
4. Health of the employee or member of the employee's immediate family.
5. Other educational service so long as deemed beneficial to the District.
6. Public service leave.
7. Child-rearing leave, if not covered under family and medical leave.

Section 14 - Insurance Premiums While on Leave

The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

Section 15 - Shared Leave Pooling

- A. Employees may donate sick leave to aid another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.
- B. An employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in his/her sick leave account going below twenty-two (22) days.
- C. Subject to the above limitations, employees may donate up to six (6) days during any twelve (12) month period.
- D. While an employee exercises leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

Section 16 - Association President's Leave

- A. Upon request, the president of the Association will be granted a leave of absence for the school year in which he/she is president. The Association will reimburse the District for the

salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.

- B. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the president during the school year and present it annually to the District.
- C. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.
- D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

Section 17 - Association Leave

- A. The District shall provide to the Association an aggregate of two hundred fifty (250) total days for all bargaining units represented by the Association each school year for the purpose of Association leave.
- B. Use of such leave shall be approved by the president of the Association.
- C. The Association shall provide the full salary costs for the employee's absence when substitutes are required.
- D. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total.
- E. The District will provide substitute time for all joint committee meetings as needed that meet during the workday.
 - 1. Substitute time for joint committees will not be counted against Association leave days.
 - 2. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees.
 - 3. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

ARTICLE V – SALARY AND BENEFITS

Section 1 – Salary

- A. The District shall provide salary schedules to attract, retain, and support a high quality work force.
- B. The salary schedule is attached as Addendum A. In 2016-2017, the following increases shall be applied to the salary schedule in the following order:
 - 1. There shall be a 3.3% increase to the Unified Trades salary schedule.
 - 2. The salary schedule shall be increased by an additional \$0.26442 to recognize the conversion of the clock hour stipends and the employee stipend into the base wage.
 - 3. An additional \$0.09615 shall be added to the cells that are nineteen plus (19+) and greater.
- C. For 2017-2018 and 2018-2019, there shall be a 2.5 percent increase applied to the salary schedule in addition to any amounts identified as the COLA in the Omnibus budget adopted by the state legislature.
- D. The monthly salary shall be calculated through multiplying the two thousand eighty (2080) hours times the hourly rate and dividing by twelve. Employees are paid monthly on the last working day of the month.
- E. Additional salary improvements authorized and funded by the state and received by the District during the life of this contract will be granted to bargaining unit personnel by a uniform salary schedule percentage improvement. This provision does not apply for the duration of this 2016-2019 contract.
- F.. Longevity pay increments will be based on years with the District in any regular position calculated from date of hire. All regular District experience will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time. Excluded from allowable experience is all substitute experience. The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the Educational Support Personnel employee receives workers' compensation benefits shall be exceptions to this clause and shall not be considered breaks in service.
- G. If requested by the unit, a salary compensation study will be conducted every three years beginning with the fall of 2005. The process utilized will be jointly decided by the Association and the District.

- H. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior years' placement error will be adjusted only if such error is brought to the attention of the Human Resources department of the District prior to October 1 of the present year.
- I. Employees who receive an overpayment by the District will have the following options for repayment, provided that the total monthly amount being paid back, even in multiple instances of overpayments, is a minimum of \$25. Additional overpayment options may be utilized, if approved, when unique circumstances exist:
1. Lump sum repayment.
 2. Equal payments to be completed by the end of the school year.
 3. Equal payments spread over one year.
 4. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.
 5. Repayment will begin in the warrant following individual notification that such repayment is necessary.
- J. In the event the District identified an overpayment or underpayment prior to payday, the District will notify the employee of the error. If the error is an underpayment, the District will provide a separate payment to the employee on payday to correct the underpayment. If the error is an overpayment, the employee will be required to provide a lump-sum payment for the overpayment on payday.
- K. Foreman Positions:
1. The acting foreman will take on the responsibilities and receive the foreman's pay whenever the foreman is absent for one (1) hour or more.
 - a. The foreman must be on approved leave, which includes sick leave.
 - b. The seniority list will be used.
 - c. The acting foreman will receive twelve (12%) percent above their normal salary schedule.
 - d. Seasonal workers are not eligible.

2. Foreman positions will be continued for painters, carpenters and mechanics. Individuals holding these positions are paid at twelve (12%) percent above their Level I placement on the salary schedule.
- L. Employee(s) working hours outside the definition of the workday shift shall receive the regular wage scale of this Agreement plus a swing shift premium of four (4%) percent as defined on the Salary Schedule.

Section 2 – Stipends

- A. Education Stipend - Employees will earn a stipend for acquiring the following education levels. Each employee can only earn one education stipend per year. This stipend is paid in September. Temporary employee stipends are pro-rated.
 1. 4-year college degree = \$400 stipend, or
 2. 2-year college degree = \$300 stipend
 3. Journey License - \$200 stipend
- B. General Provisions Stipend - The District will provide an allowance annually in the amount noted below for each position in the unit, to be paid in the September warrant or in 12 monthly installments. This amount will be prorated for temporary employees. This stipend shall be used to purchase items or other materials as needed in the position. This stipend includes the purchase of tools, boots, clothing, and protective gear.
 1. The General Provisions Stipend amount for each position is designated as follows: Mechanic, \$2,340; Carpenter, \$1,940; Painter, \$1,440; Support Operator, \$1,640.
 2. The amounts above are scaled to reflect clothing, tools, supplies, and/or materials stipends amounts allocated to each type of position in previous bargaining agreements.
 3. If the employee chooses to have the District provide daily coveralls, this amount will be reduced by \$300.
 4. The District will provide all District-required power tools. District owned and provided tools may not be used for any non-district purpose.
 5. The District will provide any required PPE (Personal Protective Equipment).
 6. The District shall continue its practice of replacing lost or stolen tools for mechanics.
 7. The District will no longer replace lost, stolen, damaged, or worn-out tools for carpenters. Tools stolen out of locked District vehicles will continue to be replaced.

- C. Protective Clothing - Employees are responsible for wearing protective clothing. Such protective clothing shall include that needed for emergency repair and weather protection.
- D. District Shirts - The District will purchase four (4) shirts each year. Shirts can be any combination of short sleeve, long sleeve, and sweatshirts as long as the total expenditure does not exceed the allocation of two long-sleeve and two short-sleeve shirts. These shirts will be purchased through the District.
- E. Employees must turn in to the Human Resources office verification to document work required to earn stipends no later than June 15 to earn pay for that school year. The District will begin paying employees for the stipends the pay period following turning in the verification.
- F. All automatic stipends (those not needing the submission of paperwork) will be paid on the first warrant of the school year. Payments will be in one lump sum unless the employee informs the District in writing by September 10 that he/she wishes monthly installments. If the stipend requires verification by an employee (i.e. clock hours, licenses, etc.), payment will be made (or begin) the pay period following the time verification is received by the District.
- G. Seasonal employees will have all stipends prorated based on the number of months worked.

Section 3 – Benefits

- A. Benefits shall be bargained by the parties. The Employee Benefits Communication Committee (EBCC) shall exist to make recommendations to the parties for the purpose of bargaining.
 - 1. The EBCC shall meet monthly during the school year to: review benefit options, prepare the request for proposal (RFP) for benefit contracts, and make recommendations to the parties. Meetings may be cancelled upon mutual agreement due to lack of agenda items.
 - 2. The SEA president shall appoint members to the EBCC as representatives of the Association. This is a joint committee.
 - 3. The EBCC will consider benefit renewals based on the District's competitive process for procurement of employee benefit plans. The District will adhere to normal purchasing policies and procedures for the solicitation, evaluation and selection of employee benefit plans.
 - 4. The EBCC shall recommend the benefit renewals to the District and the Association each year by June 1. Recommendations of current plan, but with only premium or provider directed changes, may not require bargaining by the parties. The parties may agree to adjust these dates if rate information is not available by June 1.

- B. The District and the Association shall agree to a “Schedule of Benefits” by September 1 of each year. In the event the parties are unable to reach agreement on the “Schedule of Benefits” by September 1, the District will continue implementing the previously agreed to schedule of benefits and implement new recommendations for the following year. The “Schedule of Benefits” shall include the following:
1. Plan offerings;
 2. Identification of a benchmark benefit plan as the medical plan with the richest benefits;
 3. A minimum mandatory payroll deduction for participation in an employer sponsored health benefit plan in the amount of \$10;
 4. A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA);
 - a. The District will establish a Health Savings Account (HSA) for any employee electing to participate in the HDHP.
 - b. Employees shall be allowed to contribute to the HSA through payroll deduction.
 5. A premium cost-sharing plan comparable to state employees for the most recent benefit plan year.
- C. The District will notify employees of the “Schedule of Benefits” and provide an open enrollment period during November, for no less than 30 calendar days, of each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year.
- D. The District will provide toward the employee health insurance benefits program the full amount of state appropriation per month per 1.0 full-time employee (FTE), prorated to the FTE benefit calculation.
1. The District contribution towards employee insurance benefits will be applied toward benefits in this order: basic life insurance at the group rate; long-term disability, and dental insurance; and a district sponsored medical plan if selected by the employee from the agreed upon “Schedule of Benefits” composite rate.
 2. The payroll deduction schedule will reflect higher monthly premiums for the “richest” medical plan and a premium cost-sharing plan comparable to state employees for the most recent benefit plan year.
 3. For purposes of this section, “richest” medical plan is determined by the full price of the medical plan.

E. Eligibility

Employees who work at least half time or more in a regular position are eligible to participate in District sponsored benefit plans.

1. The District will use 1440 hours for 1.0 FTE for the calculation of basic health benefits.
2. The benefit FTE calculation is (number of days worked x hours) divided by 1440 equals the monthly benefit FTE percentage.

F. An eligible employee and qualifying dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits.

1. If an employee has a change in family or employment status outside the annual open enrollment period, changes may be requested by completing the required paper work within thirty (30) calendar days of the qualifying event. Sixty (60) calendar days are allowed for births and adoptions.
2. Acceptance and approval of the changes made by an employee are subject to the terms and conditions of the master contract and plan description of the insurance carrier or the IRS rules and regulations.

G. The District will also pay the monthly cost per FTE billed by the state for retirees' health benefits.

H. Any additional District contributions during the life of this Agreement will be provided as a result of new legislation and/or modification of the state operating budget which authorizes and funds such improvement in the District contribution. Furthermore, benefits provided will be in accordance with state and federal rules and regulations. Sections that may prove to be out of compliance or may be amended or nullified by state or federal laws will be brought into compliance with the laws, rules, and regulations in effect. Compliance required will be communicated to the Association.

I. Fringe benefit pooling practices will be in accordance with RCWs.

1. The District shall annually transfer the minimum mandatory payroll deductions collected from employees to the benefit pool to reduce employee out-of-pocket costs.

J. Employees shall have access to flexible benefits plan (under Section 125 of the IRS Code) for District designated benefits for all employees who qualify for health benefits.

K. Employees will have access to purchase district-sponsored optional insurance benefits payable through the payroll deduction plan.

- L. The District shall provide automatic payroll deduction for health club fees at the employee's option.
- M. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.
- N. The District will contribute \$25 per month per employee to a VEBA account (a tax-free health reimbursement account). In addition, in accordance with state and federal law, employees have the opportunity to participate in making additional VEBA contributions based on the outcome of the employee group votes conducted by the Association. VEBA funding options include: sick leave cash out at retirement, and annual sick leave sell back. If one (1) or more options are adopted by the employee group votes, all eligible employees in the group must participate. The Association will annually notify the District by November 15th of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year.
- O. Tax sheltered annuity and Washington State Deferred Compensation deposits shall be transferred by payday each month. Every employee participating in an annuity or the state's deferred compensation program will be provided notice of the date of transfer of his/her tax-sheltered annuity.
- P. Retirement: Employees are eligible to participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.

ARTICLE VII - SETTLEMENT OF GRIEVANCES

Section 1 – Definitions

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

Section 2 - Time Limits

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

F. The parties agree not to use the concept of a continuing grievance.

Section 3 - Limitations of Grievances

Grievances based only on the Preamble shall be grievable only through Step Three of the grievance procedure contained herein. All other grievance limitations outlined in the Collective Bargaining Agreement remain in effect.

Section 4 - No Reprisals

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

Section 5 - Submission of Grievances

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

Section 6 - Grievance Processing Steps

A. Step One - Informal

Within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later, the employee shall request a meeting with their immediate supervisor/principal to discuss the potential contract violation and potential solutions. The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications.

- 1. This informal discussion will not be bypassed unless it is an Association or class action grievance.
- 2. Every effort shall be made to resolve the problem at this level in an informal manner.
- 3. An employee requesting such a meeting shall identify the subject of the concern.
- 4. If the complaint is not resolved it shall be moved to Step Two.

B. Step Two

If the complaint is not resolved, it shall be reduced to writing by the grievant and submitted to the Principal or Supervisor within five (5) days of the response at Step One- Informal.

1. A written grievance should include the article, section, and the specific term(s) violated or misinterpreted the specific factual basis for the grievance, the relief sought and the grievant's name and signature.
2. Upon receipt, the Principal or Supervisor shall arrange a conference to discuss the written grievance.
 - a. The grievant and an association representative (if the grievant desires) will be present at the conference.
 - b. Human Resources or co-supervisors may also attend the meeting to assist in discussing a resolution.
 - c. If the Association is not in attendance, they shall be notified of the Step Two grievance meeting.
3. Within five (5) days following the conference, the supervisor will provide the grievant and the Association with a written response to the grievance. Such response will include the basis upon which the decision was based.

C. Step Three

In the event that the grievant is not satisfied with the disposition of the grievance at Step Two, he/she shall within five (5) days refer the grievance in writing to the superintendent or his/her designee.

1. The superintendent or designee shall meet with the grievant in order to discuss the grievance and possible resolutions.
2. The superintendent or designee shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.

D. Step Four

1. Mediation - The Association and the District may mutually agree to mediate the grievance through the Washington State Public Employment Relations Commission (PERC). Such request will be made to PERC within ten (10) working days after the Step Three decision. If the parties do not mutually agree to the mediation, the grievance will move to Step Five.

E. Step Five

1. Arbitration

The Association, at its sole discretion, may advance any grievance to final and binding arbitration which has not been resolved through the use of the above enumerated grievance steps and procedures and is not subject to the exclusions herein.

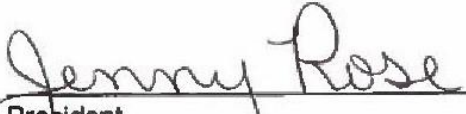
2. The Association will notify the other party in writing that the matter is to be submitted for arbitration.
3. Arbitrations shall be filed with either the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Services (FMCS) within fifteen (15) days of receipt of the Step Three response, or Step Four if applicable.
4. The arbitrator shall be selected from a list provided by FMCS or AAA. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection.
5. The arbitrator to hear the case shall be chosen using the process described in the following section of this article.
6. The arbitrator shall follow the rules of the American Arbitration Association and/or the Federal Mediation & Conciliation Service and shall have no authority to extend, alter, or modify this Agreement or its terms. The arbitrator shall limit his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages.
7. The arbitrator shall make a written report of his/her findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded.
8. The arbitrator's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbitrator's decision.

Section 7 – Arbitration Costs

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

ARTICLE VII - DURATION AND SIGNATORY PROVISION

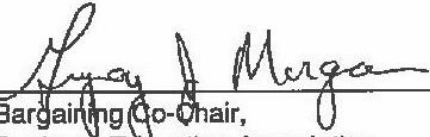
This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2019. At any time that rules, regulations, and/or laws are changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.



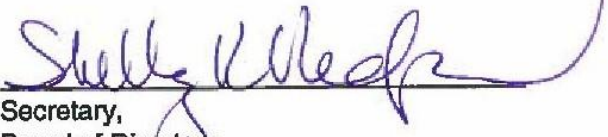
President,
Spokane Education Association



President,
Board of Directors




Bargaining Co-Chair,
Spokane Education Association



Secretary,
Board of Directors

Bargaining Co-Chair,
Spokane Education Association



Date



Date

ADDENDUM A – SALARY SCHEDULE

Sept. 1, 2016

SPOKANE SCHOOL DISTRICT NO. 81 UNIFIED TRADES SALARY SCHEDULE - UT, 2016-17

			LONGEVITY INCREMENTS					
			STEP 1-4 YRS	STEP 5-8 YRS	STEP 9-13 YRS	STEP 14-18 YRS	STEP 19-23 YRS	STEP 24 YRS
Level								
1	Unified Trades	Annual	56,119.00	57,285.95	58,487.98	61,263.20	64,508.25	67,695.06
		Monthly	4,676.58	4,773.83	4,874.00	5,105.27	5,375.69	5,641.26
		Hourly	26.98029	27.54132	28.11922	29.45346	31.01358	32.54570
2	Unified Trades PM Crew	Annual	58,343.50	59,557.16	60,807.91	63,694.84	67,059.87	70,372.08
		Monthly	4,861.96	4,963.10	5,067.33	5,307.90	5,588.32	5,864.34
		Hourly	28.04976	28.63325	29.23457	30.62252	32.24032	33.83273
3	Foreman	Annual		64,096.84	65,436.84	68,550.02	72,163.19	75,726.19
		Monthly		5,341.40	5,453.07	5,712.50	6,013.60	6,310.52
		Hourly	30.18741	30.81579	31.46002	32.95674	34.69384	36.40682

Employees move from one step to another at the beginning of the year identified on the next step, not at the completion of the year.

Carpenters
Glaziers
Support Operators
Mechanics
Welders
Painters
Roofers
Floor Layer

Revised 8/08/2016
Printed 8/17/2016

UT.xls

SS-UT-1

ADDENDUM B – FAMILY AND MEDICAL LEAVE

A. Family and Medical leave:

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

medical leave. When requesting family and medical leave, the employee shall notify the District of his/her intention regarding use of accrued paid leave to which he/she is entitled.

Spokane School District No. 81 shall be responsible for maintaining coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave.

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

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

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

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

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

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

ADDENDUM C - 1 – SCHOOL CALENDAR 2016-2017

August

MON	TUE	WED	THUR	FRI
8	9	10	11	12
15	16	17	18	19
22	23	♦24	♦25	26
29	(30)	31		

September

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	▲30

October

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	♦14
17	18	19	20	21
24	25	26	27	▲28
31				

November

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	▲18
21	22	23	24	25
28	29	30		

December

MON	TUE	WED	THUR	FRI
			1	▲2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

January

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	▲13
16	17	18	19	20
23	24	25	26	♦27
★30	31			

Significant Dates

August 24-25 Teacher Work Days / Prof. Learning Imp. Days
 August 30 First Day of School
 September 5 Labor Day - No School
 September 30 Prof. Peer Learning / Early Release Day
 October 14 Prof. Learning Imp. Day / Non Student Day
 October 28 Prof. Peer Learning / Early Release Day
 November 11 Veterans' Day - No School
 November 18 Prof. Peer Learning / Early Release Day
 November 23-25 Thanksgiving Holiday
 December 2 Prof. Peer Learning / Early Release Day
 December 12-16 Elementary Conferences
 December 19 - January 2 Winter Break
 January 3 School Resumes
 January 13 Prof. Peer Learning / Early Release Day
 January 16 Martin Luther King Day - No School
 January 27 Prof. Learning Imp. Day / Non Student Day
 January 30 Non Student Day / Weather Makeup Day #2
 January 31 Second Semester Starts
 February 10 Prof. Peer Learning / Early Release Day
 February 13-16 Secondary Conferences
 February 17 No School / Weather Makeup Day #1
 February 20 Presidents Day - No School
 February 24 Prof. Peer Learning / Early Release Day
 March 10 Prof. Peer Learning / Early Release Day
 March 24 Prof. Peer Learning / Early Release Day
 March 27-31 Elementary Conferences
 April 3-7 Spring Break
 April 14 Prof. Peer Learning / Early Release Day
 April 28 Prof. Peer Learning / Early Release Day
 May 19 Prof. Peer Learning / Early Release Day
 May 29 Memorial Day - No School
 June 15 Last Day of School (Half School Day)
 June 16 Weather Makeup Day #3

February

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	▲10
13	14	15	16	★17
20	21	22	23	▲24
27	28			

March

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	▲10
13	14	15	16	17
20	21	22	23	▲24
27	28	29	30	31

April

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	▲14
17	18	19	20	21
24	25	26	27	▲28

May

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	▲19
22	23	24	25	26
29	30	31		

June

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	(15)	★16
19	20	21	22	23
26	27	28	29	30

LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ♦ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Weather Makeup Days:
 #1 February 17 #2 January 30
 #3 June 16



Spokane Public Schools
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2016-2017 Calendar



ADDENDUM C - 2 – SCHOOL CALENDAR 2017-2018

August

MON	TUE	WED	THUR	FRI
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
♦28	♦29	♦30	(31)	

September

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	▲15
18	19	20	21	22
25	26	27	28	▲29

October

MON	TUE	WED	THUR	FRI
2	3	4	5	♦6
9	10	11	12	13
16	17	18	19	▲20
23	24	25	26	27
30	31			

November

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	▲17
20	21	22	23	24
27	28	29	30	

December

MON	TUE	WED	THUR	FRI
				▲1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	▲12
15	16	17	18	19
22	23	24	25	♦26
★29	30	31		

Significant Dates

August 28-30 Teacher Work Days / Prof. Learning Imp. Days
 August 31 First Day of School
 September 4 Labor Day - No School
 September 15 Prof. Peer Learning / Early Release Day
 September 29 Prof. Peer Learning / Early Release Day
 October 6 Prof. Learning Imp. Days / Non Student Day
 October 20 Prof. Peer Learning / Early Release Day
 November 10 Veterans' Day - No School
 November 17 Prof. Peer Learning / Early Release Day
 November 23-24 Thanksgiving Holiday
 December 1 Prof. Peer Learning / Early Release Day
 December 18-22 Elementary Conferences
 December 25 - January 5 Winter Break
 January 8 School Resumes
 January 12 Prof. Peer Learning / Early Release Day
 January 15 Martin Luther King Day - No School
 January 26 Prof. Learning Imp. Day / Non Student Day
 January 29 Non Student Day / Weather Makeup Day #2
 January 30 Second Semester Starts
 February 2 Prof. Peer Learning / Early Release Day
 February 13-16 Secondary Conferences
 February 19 Presidents Day - No School
 February 23 Prof. Peer Learning / Early Release Day
 March 2 Prof. Peer Learning / Early Release Day
 March 12 Non Student Day / Weather Makeup Day #1
 March 16 Prof. Peer Learning / Early Release Day
 March 26-30 Elementary Conferences
 April 2-6 Spring Break
 April 13 Prof. Peer Learning / Early Release Day
 April 27 Prof. Peer Learning / Early Release Day
 May 28 Memorial Day - No School
 June 14 Last Day of School (Half School Day)
 June 15 Weather Makeup Day #3

February

MON	TUE	WED	THUR	FRI
			1	▲2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	▲23
26	27	28		

March

MON	TUE	WED	THUR	FRI
			1	▲2
5	6	7	8	9
★12	13	14	15	▲16
19	20	21	22	23
26	27	28	29	30

April

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	▲13
16	17	18	19	20
23	24	25	26	▲27
30				

May

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

June

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	(14)	★15
18	19	20	21	22
25	26	27	28	29

LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ♦ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Weather Makeup Days:
 #1 March 12 #2 January 29
 #3 June 15



Spokane Public Schools
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2017-2018 Calendar

ADDENDUM C - 3 – SCHOOL CALENDAR 2018-2019

August

MON	TUE	WED	THUR	FRI
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
♦27	♦28	♦29	(30)	31

September

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	▲14
17	18	19	20	21
24	25	26	27	▲28

October

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	♦12
15	16	17	18	19
22	23	24	25	▲26
29	30	31		

November

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	▲9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

December

MON	TUE	WED	THUR	FRI
3	4	5	6	▲7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

January

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	▲18
21	22	23	24	♦25
★28	29	30	31	

Significant Dates

August 27-29 Teacher Work Days / Prof. Learning Imp. Days
 August 30 First Day of School
 September 3 Labor Day - No School
 September 14 Prof. Peer Learning / Early Release Day
 September 28 Prof. Peer Learning / Early Release Day
 October 12 Prof. Learning Imp. Day / Non Student Day
 October 26 Prof. Peer Learning / Early Release Day
 November 9 Prof. Peer Learning / Early Release Day
 November 12 Veterans' Day - No School
 November 22-23 Thanksgiving Holiday
 December 7 Prof. Peer Learning/Early Release Day
 December 17-21 Elementary Conferences
 December 24 - January 4 Winter Break
 January 7 School Resumes
 January 18 Prof. Peer Learning / Early Release Day
 January 21 Martin Luther King Day - No School
 January 25 Prof. Learning Imp. Day / Non Student Day
 January 28 Non Student Day / Weather Makeup Day #2
 January 29 Second Semester Starts
 February 8 Prof. Peer Learning / Early Release Day
 February 12-15 Secondary Conferences
 February 18 Presidents Day - No School
 February 22 Prof. Peer Learning / Early Release Day
 March 1 Prof. Peer Learning / Early Release Day
 March 11 Non Student Day / Weather Makeup Day #1
 March 15 Prof. Peer Learning / Early Release Day
 March 25-29 Elementary Conferences
 April 1-5 Spring Break
 April 12 Prof. Peer Learning / Early Release Day
 April 26 Prof. Peer Learning / Early Release Day
 May 27 Memorial Day - No School
 June 13 Last Day of School (Half School Day)
 June 14 Weather Makeup Day #3

February

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	▲8
11	12	13	14	15
18	19	20	21	▲22
25	26	27	28	

March

MON	TUE	WED	THUR	FRI
				▲1
4	5	6	7	8
★11	12	13	14	▲15
18	19	20	21	22
25	26	27	28	29

April

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	▲12
15	16	17	18	19
22	23	24	25	▲26
29	30			

May

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	(13)	★14
17	18	19	20	21
24	25	26	27	28

LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ♦ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Weather Makeup Days:
 #1 March 11 #2 January 28
 #3 June 14



Spokane Public Schools
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2018-2019 Calendar



ADDENDUM D– CONTRACT WAIVER APPLICATION

Request for Waiver of Contract Provisions

To: SEA Executive Board and Spokane Public Schools School Board

From: _____
Building or Worksite (Indicate if this is from a specific Department or Program)

Date of Request: _____

SEA Unit Making the Request: _____
i.e.: Certificated, Unified Trades, ESS, Nutrition Services,
CGW, Express, Secretarial/Clerical. More than one unit may be
listed.

Renewal of Waiver (yes or no): _____

- 1. Contract Provisions to be waived (Article, Section, and page):**

- 2. What is the intent of the proposed contract waiver? (Goal, objective or action that requires a waiver):**

- 3. What policy, guidelines or procedures will replace the waived provisions?**

Certification: I certify that eighty-five (85) percent of the SEA members affected by this waiver request voted in favor of the above request.

SEA Building Representative Date

Building Principal Date

ADDENDUM E – BENEFITS MEMORANDUM OF UNDERSTANDING

Between
Spokane Public Schools
And
The Spokane Education Association
Representing
Certificated, Educational Support Specialists, Custodian/Grounds/Warehouse,
Secretarial/Clerical, Nutrition Services, Unified Trades

For Plan year 2017, the following medical plans shall be offered to employees as a "Schedule of Benefits":

Group Health PPO 1
Group Health HMO 1
Group Health PPO 2
Group Health HMO 2
Group Health HMO 4
WEA Plan 5
High Deductible Plan
WEA EasyChoice A and B

For Plan year 2017, the following dental plans shall be offered to employees as a "Schedule of Benefits":

Delta Dental of Washington
Willamette Dental
DeltaCare Managed Dental

For Plan year 2017, the following vision plan shall be offered to employees of the **Certificated, Educational Support Specialists, and Secretarial/Clerical** units:

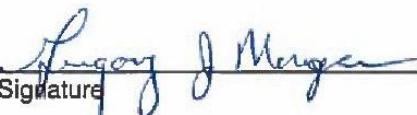
Met Life VSP Vision Plan

Effective September 1, 2016, the District will provide \$25 per month to a VEBA account (a tax-free health reimbursement account) for each benefit eligible bargaining unit employee. The District will provide a \$25 per month salary stipend to each non-benefit eligible bargaining unit employee.

The EBCC shall make recommendations to the bargaining teams regarding the "Schedule of Benefits" for the additional years of this agreement. Annually, during the life of this agreement, either party may choose to enter into negotiations to alter the "Schedule of Benefits". If after negotiations, the parties agree to changes, this MOU will become null and void and a new MOU will be drafted reflecting the changes.

FOR THE ASSOCIATION:

GREGORY J. MORGAN
Name


Signature

9/12/16
Date

FOR THE DISTRICT:

Tennille Jeffries-Simmons
Name


Signature

9/2/16
Date

SEA – Unified Trades

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