

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**REPUBLIC SCHOOL DISTRICT**

**and the**

**REPUBLIC CLASSIFIED PUBLIC EMPLOYEES ASSOCIATION**

**September 1, 2013 - August 31, 2017**



# TABLE OF CONTENTS

<b>ARTICLE I - ADMINISTRATION .....</b>	<b>1</b>
SECTION 1 - RECOGNITION .....	1
SECTION 2- DEFINITIONS .....	1
SECTION 2 - STATUS OF AGREEMENT .....	2
SECTION 3 - CONFORMITY TO LAW .....	2
SECTION 4 - DISTRIBUTION OF AGREEMENT.....	2
SECTION 5 - ASSOCIATION RIGHTS .....	2
SECTION 6 - DISTRICT RIGHTS .....	5
<b>ARTICLE II – PERSONNEL .....</b>	<b>6</b>
SECTION 1 – HOURS OF WORK AND OVERTIME.....	6
SECTION 2 - DISCIPLINE AND DISCHARGE .....	11
SECTION 4 - VACANCIES AND TRANSFERS .....	14
SECTION 5 – LAYOFF PROCEDURES .....	15
SECTION 6 – JOB CLASSIFICATION.....	18
SECTION 7 - EMPLOYEE RIGHTS.....	18
SECTION 8 - PERSONNEL FILES .....	19
SECTION 9 - EMPLOYEE EVALUATION .....	20
SECTION 10- EMPLOYEE SAFETY.....	20
SECTION 11 – PROFESSIONAL GROWTH PLAN.....	21
SECTION 12 - IN-SERVICE DAYS .....	22
<b>ARTICLE III – BENEFITS .....</b>	<b>23</b>
SECTION 1 – VACATIONS .....	23
SECTION 2 - HOLIDAYS .....	24
SECTION 3 – SALARY PLACEMENT, PAYMENTS AND DUES.....	24
SECTION 4 - TRANSPORTATION REIMBURSEMENT .....	25
SECTION 5 – INSURANCE AND OTHER BENEFITS .....	26
<b>ARTICLE IV - LEAVES.....</b>	<b>27</b>
SECTION 1—SICK LEAVE.....	27
SECTION 2 – LEAVE SHARING.....	28
SECTION 3 - BEREAVEMENT LEAVE.....	29
SECTION 4 - MATERNITY/PATERNITY LEAVE .....	29
SECTION 5 – PERSONAL LEAVE.....	29
SECTION 6 - MILITARY LEAVE.....	30
SECTION 7 - JURY DUTY .....	30
SECTION 8 - UNPAID LEAVES .....	30
SECTION 9 - ASSOCIATION LEAVE .....	31
<b>ARTICLE V – GRIEVANCE PROCEDURE .....</b>	<b>32</b>
SECTION 1 - PURPOSE .....	32
SECTION 2 - DEFINITIONS.....	32
SECTION 3 - TIME LIMITS .....	32
SECTION 4 - EMPLOYEE RIGHTS TO REPRESENTATION .....	32
SECTION 5 - PROCEDURE .....	33
<b>ARTICLE VI - DURATION .....</b>	<b>36</b>
SECTION 1 - EMBODIMENT.....	36

SECTION 2 - TERMS OF AGREEMENT .....	36
<b>ARTICLE VII - TERM OF AGREEMENT .....</b>	<b>37</b>
<b>APPENDIX A – 2013-2017 SALARY SCHEDULE .....</b>	<b>38</b>
<b>APPENDIX B PERSONNEL EVALUATION – CLASSIFIED.....</b>	<b>39</b>
<b>APPENDIX C - PROFESSIONAL GROWTH PLAN .....</b>	<b>41</b>
<b>APPENDIX D - GRIEVANCE REPORT FORM .....</b>	<b>42</b>
<b>APPENDIX E – COMPENSATORY TIME ACCRUAL LOG.....</b>	<b>44</b>
<b>APPENDIX F – JUST CAUSE .....</b>	<b>45</b>
<b>INDEX .....</b>	<b>46</b>

## **ARTICLE I - ADMINISTRATION**

### **SECTION 1 - Recognition**

- 1.1.1 The employer hereby recognizes the Republic Classified Public Employees Association as the exclusive bargaining representative for classified employees in the bargaining unit described in Section 1.2 below.
- 1.1.2 The bargaining unit to which this Agreement is applicable shall consist of all full-time and regular part-time classified employees in the following general job classifications: bus drivers, custodians, grounds, maintenance, mechanics, and paraprofessionals excluding: secretarial employees and or any other confidential employees as defined by state law and PERC ruling.

### **SECTION 2- Definitions**

- 1.2.1 Hereinafter, the Republic School District shall be referred to as “the District.”
- 1.2.2 The Board of Directors shall be referred to as “the Board.”
- 1.2.3 The term "Association," when used hereinafter in the Agreement, shall refer to the Republic Classified Public Employees Association.
- 1.2.4 The term "employee," when used hereinafter in the Agreement, shall refer to all classified employees represented by the Association.
  - A. Any newly hired employee, except those with substitute status, shall serve a probationary period for the first sixty (60) working days of employment. Employees may be discharged at the discretion of the district during the probationary period and shall have no access to layoff/recall, or the grievance procedure in regard to termination. They accrue no seniority until completion of the probationary period at which time their seniority shall revert to their first day of work.
  - B. Regular Employee: A full-time or part-time employee who works one hundred eighty (180) days or more and has successfully completed the probationary period. All provisions of this Agreement apply to this category of employee.
  - C. Temporary Employee: Seasonal employees and long-term substitute after twenty (20) consecutive days hired to replace a regular employee who is on approved leave of more than one (1) month or IA overload as per Layoff Section 6.0.
    - Temporary assignments will not extend beyond August 31 of each year.

1.2.5 It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Union are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

## **SECTION 2 - Status of Agreement**

1.2.1 This Agreement shall become effective when ratified by the Association and the Board. The Agreement shall be amended only with mutual consent of the parties, subject to the terms of this Agreement. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

## **SECTION 3 - Conformity to Law**

1.3.1 If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law and all other provisions or applications of the Agreement shall continue in full force and effect.

## **SECTION 4 - Distribution of Agreement**

1.4.1 Following ratification and signing of this Agreement, the Association shall design and prepare an electronic copy and will print this Agreement, subject to final approval of design, format and copy by both parties. The cost of printing the Agreement shall be borne equally by the District and the Association. The Association shall distribute copies of this Agreement to all covered employees. The District shall distribute copies of this agreement to new employees upon hiring.

## **SECTION 5 - Association Rights**

1.5.1 It is mutually agreed that a committee from the Association and a committee from the District management may conduct regular labor/management meetings for the purpose of resolving problems that may arise and to promote the general climate of labor/management relations. Meetings may be conducted at least once every three (3) months during the school term but may be scheduled more often by mutual agreement. The committee shall be comprised of up to three (3) members of the Association and up to three (3) members representing the District management. Additional persons may be invited to participate by mutual agreement. Written agenda items may be prepared in each case and exchanged by the parties at least twenty-four (24) hours in advance of each meeting unless this timeline is waived. All labor/management meetings may take place after normal school hours, provided, however, that in the event a situation arises where an emergency

- labor/management meeting is needed, such meeting may be scheduled by mutual agreement.
- 1.5.2 For the purpose of carrying out the terms of this Agreement, Association representatives shall have reasonable access to covered employees before and after work hours and during scheduled rest breaks and lunch periods, and provided that such representatives shall first sign in at the office of the building in which they are to visit. Such access shall not in any way interfere with or interrupt the employee's work or normal school operation.
  - 1.5.3 The Association may use approved District buildings for meetings at such times as will not interfere with the normal operation of the District and which will entail no additional cost for building maintenance or custodial care.
  - 1.5.4 The Association may use approved business machines of the District at reasonable times when such equipment is not otherwise in use. Said machines shall be used only in the building in which they are normally housed. The Association shall pay for the cost of all materials and supplies related to such use and shall be held responsible for any damage or maintenance charges attributable to such use.
  - 1.5.5 The Association may post official Association notices on bulletin boards provided in each building that are specifically designated by the District for that purpose. Notices so posted shall be appropriate to the school environment and shall not contain material that is detrimental or defamatory to any individual or group. The District assumes no responsibility or liability for material posted.
  - 1.5.6 The Association may use in-District mail for official Association communications so long as such communications are labeled as Association material and contain the name of the authorizing official, and provided that such communications are not illegal or defaming to any individual or group. A copy will be given to the appropriate building principal(s) and the superintendent or his/her designee at the time of distribution. The Association shall hold the District harmless from any inappropriate or improper use of the in-District mailing system.
  - 1.5.7 The Association shall furnish, in writing, to the District the names of representatives and alternate representatives, upon their appointment. Representatives shall be authorized to represent covered employees and process grievances on school premises before and after work, and during scheduled rest break and lunch periods. Should it become necessary for a representative to leave his/her place of work in order to represent an employee or process a grievance, the representative shall do so only after receiving authorization from his/her building principal or the superintendent or his/her designee. The representative shall apprise the authorizing administrator of the anticipated duration of the absence from the building.

The representative shall notify the authorizing administrator immediately upon his/her return to work.

- 1.5.8 The District agrees to provide to the Association information required under RCW 41.56.
- 1.5.9 The rights of the Association and its duly authorized representatives as expressly set forth in this Agreement shall be granted only to the Association as the officially designated representative of the covered employees.
- 1.5.10 Employees shall be entitled to have a representative of their own choosing present during formal disciplinary action. Formal Discipline is any disciplinary action which results in a written record being placed in an employee's personnel file and will include the reason(s) for such action. Employees shall indicate they have seen such materials and have received a copy thereof by signing their signature and dating the copy that is to be placed in the employee's file.

An employee shall be entitled to have present a representative of the Association during any disciplinary actions. When a request for such representation is made, no action shall be taken with respect to the discipline of such employees until a representative is present or until three (3) business days have passed, whichever occurs first.

- 1.5.11 The District shall make available to the Association a roster of covered employees as soon as is practical following the start of the school year and inform the Association within two (2) weeks in writing of any additions with hire date, or deletions of covered employees.
- 1.5.12 All employees shall either maintain their membership in the Association, or pay a representative fee equal to the Association dues as per RCW 41.59.
  - A. Objections to joining the Association, or of paying a representation fee to the Association, which are based on bona fide religious tenets or teachings of a church, or religious body of which the employee is a member, will be observed. In such a case, the employee shall pay an amount equal to the Association dues to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the Association. If the employee and the Association do not reach agreement on the matter, PERC shall designate the charitable organization.
  - B. The Association shall indemnify, defend, and hold the District harmless against any claim made or any suit instituted or judgment rendered against the District resulting from any action taken under this section of the Agreement.



## **SECTION 6 - District Rights**

1.6.1 It is agreed that customary and usual rights, powers, functions, and authority of management are vested exclusively in management officials of the District without prior negotiation with any bargaining representative. Included in, but not limited to, these rights is the right to direct the work force; the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In matters not covered specifically by language within this Agreement, the District shall have the clear right to make decisions in such areas and such decisions shall not be subject to the grievance procedure.

## **ARTICLE II – PERSONNEL**

### **SECTION 1 – Hours of Work and Overtime**

- 2.1.1 Employees will be given a written notice of their hours, assignment for the coming school year, rate of pay and personal work calendar prior to the first day they report to school.
- 2.1.2 Employee knowledge of work stability is important; consequently each employee shall be assigned to a definite and regular work schedule which shall not be changed without reasonable prior notification to the employee, except in emergency situations.
- 2.1.3 Changes in work hours of less than thirty (30) minutes may be made to an individual paraprofessional's work assignment based upon program needs. Such changes may not be arbitrary and must be based upon a program/student change which necessitates the change in the position assignment hours. Changes of more than 30 minutes may necessitate implementation of RIF procedures and resultant reassignment of remaining paraprofessionals.
- 2.1.4 Employees will not be requested to plan or prepare on their own time.
- 2.1.5 Paraprofessionals who are currently employed for one hundred eighty (180) days shall be paid a maximum of six (6) hours for one (1) additional day to prepare for the beginning of the school year. Duties for this day must be authorized by the supervisor. This day is in addition to participation in and pay for a maximum of six (6) hours pay for District Orientation Day for all employees.
- 2.1.6 Collaboration Time for Paraprofessionals In scheduling paraprofessionals to provide assistance to students and teachers, the District will develop the schedules for the paraprofessionals in consideration of student safety and supervision as well as in consideration of student and teacher classroom support. One hour of paid collaboration time will be provided to paraprofessionals monthly. This time will used to collaborate with teachers and to prepare student instructional material as directed by the teacher.
- 2.1.7 All hours worked beyond the regular assignment shall be paid at the employee's regular hourly rate of pay. All hours worked beyond 40 hours a week shall be compensated at the rate of time and one half of the employee's regular hourly rate of pay. Approval for additional time or overtime must be obtained in advance from the supervisor.

2.1.8 Employees, with the authorization of their supervisor, may “flex” their time by keeping track of adjusted hours worked and the monthly balance of hours worked and hours not worked. The employee must work the total number of hours scheduled to be worked throughout the year and must not work beyond forty (40) hours per week. Adjusted hours can be made up ahead of the scheduled shortened day or after. At the end of the school year, both the employee and the supervisor will sign the Adjusted Hour Form and will turn it in to payroll.

2.1.9 Workday

- A. Full-time Work Day The normal full-time work shift shall consist of eight and one-half (8 1/2) hours for eight (8) hours' compensation, including a thirty (30) minute duty free lunch period as near the middle of the shift as is practicable, an duty free fifteen (15) minute first-half and uninterrupted fifteen (15) minute second-half rest break.
- B. Part-time Work Day Employees working more than five (5) hours but less than eight (8) hours shall receive a paid fifteen (15) minute duty free rest break,) and shall also receive an unpaid thirty (30) minute duty free lunch break as near the middle of the shift as is practicable.
- C. Employees working three (3) hours to 5 hours are entitled to one paid ten (10) minute duty free rest break. Where practical, rest breaks should be taken at regularly scheduled times.

2.1.10 Transportation Work Provisions:

- A. Recognizing that employees in the transportation classification present special problems, the parties agree that shifts (work assignments) shall be established in that classification in relation to routes and driving times needed to fulfill tasks assigned by the Transportation Supervisor. The driving time for assignments is determined by the Transportation Supervisor and shall be adequate to perform the duties required. Additional time beyond the drivers' scheduled time must be preapproved by the Transportation Supervisor. In the event a driver's time is consistently inaccurate, the driver or the District shall ask for a review of the route time. The supervisor shall ride no less than three (3) times as part of the review. At the conclusion of the review, the supervisor shall provide a written decision to the driver on whether the route time will be changed.

Actual authorized driving time shall be compensated at the driver rate. Time shall be documented by transportation time sheet which driver must use to record time for appropriate pay.

All trips other than regular daily scheduled bus runs shall be called extra trips and shall be compensated at the employee's base hourly rate for the driving time and compensated at standby rate when not driving.

Stand by at out of district activities and any time spent performing other than actual driving, such as time spent pre and post driving checking, cleaning or fueling buses will be compensated at 75% of the regular driver hourly pay.. The time allocated for these purposes shall be established annually by the transportation supervisor. Stand by does not include sleep time for overnight trips.

Employees hired by the District to drive buses will be the only ones allowed to drive buses with the exception that, the transportation supervisor, or bus mechanics shall be allowed to drive bus routes or extra activity trips in emergencies or by special arrangement with the drivers, and further, the District reserves the right to use alternative methods of transportation when the number of students to be transported is eight (8) or fewer students.

B. Mandatory Drug and Alcohol Testing

The parties agree to conduct mandatory drug and alcohol testing in accordance with federal laws and regulations, Board and District Policies.

C. Training

When employees are required by the District to attend meetings for the purpose of training, said employees shall receive regular rate of pay. The District shall pay the cost of driver recertification classes, and other tests required as a condition of employment. This shall also apply to bus mechanics. The District will reimburse regular drivers for the cost of the skills test and the knowledge test required for the Commercial Driver's License for bus drivers.

D. Extra Trips

Drivers shall receive their regular driving rate for all actual driving time.

Drivers shall be allotted **forty (40)** minutes to perform pre and post trip duties for all out-of-district trips.

Each extra trip shall be posted for driver consideration as soon as available. Postings shall include the following information: Date of trip, time and departure, origin and destination, and type of activity.

Notices of extra trips will be posted at the beginning of each month if they are pre-scheduled and at least twenty-four (24) hours if they are unexpected trips.

The extra trip roster (s) shall be established at the beginning of each school year, by seniority, for those employees desiring to drive extra trips.

All extra trips will be assigned by the transportation supervisor on a rotating roster(s). Drivers shall choose trips based on seniority. Employees may pass on any trip, but will not be eligible for another trip until after the complete rotation of the roster.

If less than 24 hours remain, the trip will be awarded based on seniority and availability with no loss of position on the rotation roster for turning down the trip.

In the event no driver signs up, the Transportation Director may assign a substitute driver for said trip.

Drivers will be required to either accept or reject a posted trip within 24 hours.

Drivers who have left the work site and return for a trip that has been canceled without driver notification shall receive a minimum for two (2) hours “call back” pay at their regular driver rate of pay.

E. Overnight Trips

Overnight trips will be awarded based on seniority rotation. Drivers on overnight trips shall be provided with their own hotel room separate from the students.

12.1.11 Lunch Periods

- A. Employees required to work through their regular lunch periods will be assigned an alternate time to eat. In the event that the principal/supervisor requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the lunch period at the following rates: 40 hours or less—regular pay; 40 hours plus—overtime pay rates.
- B. Employees working at multiple job sites shall take their scheduled breaks at the site of their choosing. Travel time is not included in lunch break.

2.1.12 Call Backs

Employees called back to work after the completion of their daily shift shall receive a minimum of two (2) hours pay for the callback.

### 2.1.13 Overtime

- A. All hours under (40) hours per week will be paid at the employee's regular hourly rate. All hours worked in excess of forty (40) hours in one week shall be compensated one and one half times the employee's applicable base hourly rate.
- B. Double time pay shall be paid for assigned and authorized Sunday work unless Sundays are part of an employee's regular work week. Double time will not be paid if an employee elects Sunday work when other schedule choices are available.

### 2.1.14 Overtime Distribution

- A. Overtime first shall be offered to regular employees in that job classification within the building, based on the classification seniority list.
- B. If all employees in that job classification within the building refuse the overtime, a reasonable effort will be made to offer the overtime to the senior qualified employee in other classifications in that building based on the district seniority list.

### 2.1.15 Temporary Reassignment

- A. In the event the District or immediate supervisor temporarily assigns a regular employee as a temporary substitute to perform services regularly performed by another employee, the assigned employee shall be paid at his/her regular pay rate or, the beginning rate of the absent employee, whichever is higher.
- B. If the assignment exceeds thirty (30) consecutive working days, unless the assignment is a leave replacement, the position shall be posted and filled as per this contract.

### 2.1.16 School Closure

- A. If schools are closed after the building starting time, employees who have reported to work and are affected by the closure will be paid for the hours worked up to the time of notification
- B. When schools are closed early, employees shall be permitted to leave immediately after students are dismissed.
- C. When school is dismissed for early release or there is a late start for in-service, conferences, etc., the employee may work his/her normal shift

based on a flexible plan determined by the immediate supervisor and employee. Other work hours may be established.

2.1.17 Flex Time/Compensation Option

- A. When an employee is requested to work more hours than those for which the employee is normally scheduled, the employee and supervisor may mutually agree to compensation time in lieu of additional pay.
- B. The request for the use for compensation time may be initiated by either party but must be agreed to in advance by both. If the use of compensation time is arranged between the employee and supervisor, such authorization and the dates and times the additional work was performed as well as the compensatory time will be taken shall be documented by the supervisor and employee on the flex leave form (Appendix E).
- C. All compensatory time must be taken within the same fiscal year or it will be cashed out. Compensatory time will accrue at the same rate, as if the time were paid. Time over 40 hours a week will accrue and/or be paid at time and one half.

2.1.18 Other Duties As Assigned. When duties are to be performed that are not a regular part of the regularly assigned duties, the administrator will work with the employee to adjust the current workload to match hours scheduled.

**SECTION 2 - Discipline and Discharge**

2.2.1 Just Cause

- A. The District shall have the right to discipline and/or discharge any employee covered by this Agreement for just cause. (See Appendix F)

When an allegation is made against an employee, the District shall conduct a preliminary investigation and inform the employee that an allegation has been made. As part of the investigation, the District may meet with the employee should such a meeting be necessary.

An employee shall be entitled to have a representative of the Association during any disciplinary meeting. It shall be the obligation of the employee to make the request to CPEA for such representation.

- B. The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action, which normally includes verbal warning, written warning, written reprimand, and suspension, with non-

renewal or discharge as a last resort. The District reserves the right to implement more strict disciplinary action if the offense committed by the employee should so warrant

- C. Any formal discipline record above a verbal warning shall be placed in the employee's personnel file, including the reason for such action.
- D. The employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action.

2.2.2 If an employee desires to quit or if the District discharges an employee, two (2) weeks' notice shall be given, provided, however, that the District is not obligated to give such notice where an employee is discharged for immorality, insubordination, intoxication, or just cause.

2.2.3 Should the District decide to not retain any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

#### 2.2.4 Sexual Harassment Complaints

- A. Employees shall be protected against sexual harassment.
- B. The District will follow Federal Law, State Law in the investigation of sexual harassment complaints.
- C. The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been sexually harassed on the job.
- D. The District shall treat all such complaints or allegations with respect and confidentiality regarding the personal privacy of all concerned parties.
- E. There shall be no retaliatory action against anyone filing a good faith complaint of any type of discrimination, including sexual harassment.

#### 2.2.5 Complaints Against Employees

Any derogatory material not shown to an employee within ten (10) days after receipt or composition shall not be allowed in the file or as evidence in any grievance or in any disciplinary action against such employee except in cases of criminal investigation, including charges of child abuse. All information forming the basis for any reprimand, warning, or discipline, or adverse effect shall be limited to matters and events occurring during the previous three(3) years. Such material three (3) years old or older shall be expunged from the file at the employee's request, except for information relating to sexual or



physical abuse, sexual harassment, criminal activities, or contact with a minor for illegal purposes.

**SECTION 3 – Hire Date and Seniority Procedures**

- 2.3.1 **Hire Date and Seniority Date.** The hire date of an employee within the bargaining unit shall be established as the date upon which the employee began continuous employment in a regular, not substitute position. The seniority date of an employee shall be established as the date upon which an employee began continuous employment (regardless of the number of hours) within a job classification identified in the Recognition Clause of this agreement. Employees who change job classifications within the bargaining unit shall retain their years of District service (hire date) for the purpose of earning vacation. The seniority of an employee within the bargaining unit shall be established on the date on which the employee began continuous daily employment (hereinafter called "hire date") regardless of the number of hours worked, unless such seniority shall be lost as hereinafter provided. If more than one employee has the same date of hire, they should be invited to a meeting where the more senior employee will be determined by toss of a coin.
- 2.3.2 **Seniority List.** The District shall supply the Association with a Seniority list within each job classification and will also indicate the hire date indicating the hire date by November 1<sup>st</sup> of each year.
- 2.3.3 **Loss of Seniority:** The seniority rights of an employee shall be lost for the following reasons:
- A. Resignation
  - B. Discharge for just cause
  - C. Retirement
- 2.3.4 Seniority rights shall not be lost for the following reasons, without limitation:
- A. Time lost by reason of industrial accident, industrial illness, or judicial leave
  - B. Time on leave of absence granted for the purpose of serving in the armed forces of the United States
  - C. Time spent on other authorized leaves, or
  - D. Layoff

## **SECTION 4 - Vacancies and Transfers**

### **Definitions:**

- Assignment: An individual's current job placement in a bargaining unit represented position.
- Vacancy: An available position of one hour or more in a bargaining unit position job classification needing to be filled through reassignment, transfer or by posting
- Transfer: Movement from current position assignment to another available District position represented by the bargaining unit.
- Reassignment: A change in assignment to a different position within job classification or the change in hours by less than one hour.
- Promotion: A permanent increase of hours or a change in job classification resulting in an increase of pay as a result of following established hiring procedures.

- 2.4.1 Commitment For Full-Time Employment. The District and the Association encourage the employment of people on a full-time basis. To this end, when an assignment of one hour of overload work becomes available, they shall be offered to the most senior qualified employee in the classification with time available. (Assignments over one hour will be posted.)
- 2.4.2. Following the District selection process, voluntary transfers, promotions and reassignments as described above shall be offered to the most senior qualified and available employee in the job classification. If the District determines seniority rights should not govern because a junior employee or an outside candidate possesses ability and performance substantially greater than the senior employee, the district shall set forth in writing to the employee its reasons why the senior employee has been bypassed.
- 2.4.3 The District shall post available position(s). The posting shall include the position responsibilities, qualifications, days and hours and procedure to apply. A copy of the job positing(s) shall be sent to the Association president. Postings may be made in-district and out-of district concurrently, but it will noted on the posting that qualified RCPEA applicants have priority before out of district applicants are considered.
- 2.4.4 When a substitute is needed, current employees will receive an extension of their workday provided that the workday does not exceed eight and 1/2 (8) hours of employment. When all eligible personnel have been contacted and all opportunities for adjustment exhausted, the District will hire a temporary substitute from applications currently on file until information concerning

the absent employee allows the District to declare the position vacant. A classified substitute list will be established annually.

- 2.4.5 Voluntary Transfers. Movement to a new position as a result of a voluntary transfer will require adjustment of pay to the new salary classification.
- 2.4.6 Involuntary Transfers. An employee who changes positions as a result of an involuntary transfer will require adjustment of pay to the new position salary. (see page 25 Section 3.3.6)
- 2.4.7 Summer Work. Employees desiring summer work shall file their phone numbers and addresses in writing with the District personnel office and thereafter shall promptly advise the District in writing of any change in phone number, address, or hiring status. Only employees who have complied with the above filing procedure shall be notified of openings.

The District shall maintain a list of current employees desiring summer work and shall publicize for a minimum of five (5) working days the availability of new or open positions. The District shall first place current employees requesting the work (based on district seniority) before considering outside applicants. A copy of job postings shall be forwarded to the president of the Association. Current employees shall have preferential rights to summer positions in their general job classification for which they are determined by the District to be qualified.

## **SECTION 5 – Layoff Procedures**

- 2.5.1 Layoff is the reduction in the work force causing a severance of employee(s). Prior to final determination of a layoff by the Board of Directors the superintendent, or designee, shall meet with the Association in Labor/Management to discuss the potential for layoffs in an effort to determine if other reasonable options exist that may reduce or eliminate the need for Layoff to occur. The District will give consideration to meeting those needs through attrition, which shall include, but which is not limited to, resignation, retirement and leaves.

Before implementing a RIF, the District shall have projected prospective revenues and expenditures including student enrollment, legislative actions, and general District operating costs. Based on those projected revenues and expenditures, recommendations to balance the budget will include an equitable reduction in District administrative and operating costs as well as potential reductions in programs, services and staff. Any proposed reductions will be consistent with state statutes and the provisions of this collective bargaining agreement.

- 2.5.2 The District shall provide written notice to each employee impacted by a layoff under this section and to the president of the Association.

- A. Para-professional overload hours required to meet the class size provisions of the certificated contract shall be treated as temporary hours subject to reduction if class sized is lowered, and therefore not subject to this Layoff section. Assured hours shall not be impacted by overload hour reduction.

### 2.5.3 Layoff Procedure

Layoff: Action by the Board reducing the number of employees. It does not refer to decisions to discharge, terminate or adversely affect an employee for cause.

Seniority: For the purpose of layoff, seniority is defined as the employee's length of service in the job classification of the position currently held.

Employees who are laid off are to be placed on a recall list maintained by the District according to job classification seniority and are to have priority to the extent of one opportunity in filling any opening in the classification they held immediately prior to the layoff. Recall shall be within the current job classification regardless of site assignment from which they were laid off, and the order of recall shall be in the inverse order of the original reduction in force ranking. If a class from which an employee was laid off is subsequently abolished, altered or replaced by a different classification, the employee's recall shall be to such classification as in the judgment of the District/Association reasonably represents the same or similar duties and relative salary whereupon all other provisions of this section and other applicable sections shall apply. Names shall remain on the recall list for two (2) years and extended one (1) year if requested by the employee. Employees shall have two (2) weeks' notice in the event of layoff.

Employees on layoff status shall file their address in writing with the personnel office of the District and shall thereafter promptly advise the District, in writing, of any change of address.

An employee shall forfeit rights to recall as provided above if the employee does not comply with the requirements noted, or if the employee does not respond to the offer of recall within ten (10) working days.

An employee on layoff status who rejects an offer of recall forfeits seniority and all other accrued benefits provided that such employee is offered a position substantially equal to that held prior to layoff in hours, salary, and job classification.

Anytime an employee on the layoff list is called back to work for open/or new positions, substitute positions, or their old positions, the employee will be placed on the appropriate range of the salary schedule on the step that is closest to but not less than the hourly rate of pay at the time of layoff PROVIDED that no employee shall be placed above the top step of the appropriate range. If these individuals work as a substitute, in a different classification than the one, which they were laid off, they will be paid at the base rate for the classification they are subbing. Layoff pay for substituting may be extended an additional twelve months if requested by an employee on layoff status.

Employees on the recall list will be given first opportunity for work they are qualified to perform, be it short-term substitutes, new positions, open positions, long-term substitute positions, or being recalled to their position prior to being laid off.

Layoffs will be determined by seniority of the employee in the job classification currently held regardless of building location. The district and the association agree that layoff and recall provisions of the contract shall apply to all positions unless a gender requirement is necessary. In that case, the district shall first recall, or hire if necessary, an employee of the preferred gender. No employee will be penalized under the recall provisions regarding acceptance of positions offered if they cannot fill an opening because of the gender requirement.

- A. In the determination of layoff in a designated job classification, the individual with the least seniority in the bargaining unit in the job classification is laid off. The last remaining least senior employee subject to layoff whose total position is not eliminated may lose hours but not have severance of employment.

#### 2.5.4 Recall Procedure

- A. Employees laid off shall be placed in a re-employment pool maintained by the District according to job classification seniority ranking.
- B. An employee remains in the re-employment pool for two (2) years from date of layoff notice, or until the employee resigns or rejects a recall offer for a position for which he/she is qualified.
- C. Employees on layoff status may continue to participate, at their own expense, in the insurance programs as allowed by the insurance carrier to the limits required by COBRA.

- D. Employees on layoff status shall promptly advise the District in writing of any change of address and phone number. Failure to do so could result in forfeiture of recall rights.

## **SECTION 6 – Job Classification**

- 2.6.1 As used in this Agreement, general job classifications are those set forth in the Recognition Clause of this Agreement.
  - A. Job Descriptions. Copies of all job descriptions in the bargaining unit will be provided to the effected employees and the Association.
- 2.6.2 Employees who change job classification within the bargaining unit shall have thirty (30) working days' probation. If at the end of such thirty- (30) day period the District deems the employee unqualified to meet the job requirements, the employee shall be returned to his/her former job classification.
- 2.6.3 New classification of employees who are not currently part of the bargaining unit shall be reviewed at a labor/management meeting. This discussion shall include salaries, benefits, and hours. When an agreement is reached on those items, both parties shall have the authority to accept these conditions.
- 2.6.4 The Republic School District supports students working paid/unpaid temporary positions designed to give the student work skills/study skills. These positions are assigned by the building principal and will be worked while a District employee is present. Students being trained must work during the supervisor's shift. These positions are not designed to take hours from classified staff.

## **SECTION 7 - Employee Rights**

- 2.7.1 In accordance with RCW 41.56.040, employees shall have the right to self-organization; to form, join, or assist employee organizations; to bargain collectively through representatives of their own choosing; and shall also have the right to refrain from any and all such activities.
- 2.7.2 There shall be no discrimination by either the District or the Association with respect to the employment of a person because of such person's age, sex, sexual orientation, marital status, race, creed, color, national origin, domicile, or the presence of any sensory, mental or physical handicap.
- 2.7.3 Neither the Association, its members or any other covered employees shall discriminate against or harass any member of the Board of Directors, confidential or supervisory employees, or any member of the District administration or their agents by reason of any action taken in the performance of their official duties as representatives of the District.

The District and the Association agree that both bear respective responsibility for compliance with this section.

- 2.7.4 The District is committed to training its employees appropriately. Each year, the District shall set aside \$1,000 per school year for employee training opportunities. Employees shall request specific trainings for their work, and the District shall grant the most appropriate requests, along with funds to support that effort. The District shall be fair and equitable in the distribution of these funds and shall ensure that all classified areas of employment receive training and training funds.

### **SECTION 8 - Personnel Files**

- 2.8.1 Employees shall have the right to inspect all contents of their official personnel file. The personnel file shall be examined under the direct supervision of the superintendent or his/her designee in the District Office at a mutually agreeable time during normal business hours. At the employee's request, another person may be present. The District shall follow all provisions of the family rights and privacy act.
- 2.8.2 Material placed in the employee's permanent file or unofficial working file shall be available for review, unless the material is part of an active investigation, provided that the employee shall arrange for an appointment with the Superintendent or designee. Such review may be conducted in the presence of a District administrator. The employee may choose to have a witness during the inspection of personnel files.
- 2.8.3 Right to Notice and to Attach Comments. No written evaluation or correspondence making derogatory reference to an employee's competence or character shall be placed in the official personnel file without the employee's knowledge, signature, and opportunity to attach his/her comments. Employees shall receive a copy of all items within one (1) calendar week of placement in the personnel file. Nothing in the file may be removed, changed or destroyed by the employee.
- 2.8.4 Limit to Access. The official personnel file shall be available for review by District administrators and/or their designee(s), and to the employee or his/her written designee. One (1) copy of material contained in an employee's personnel file may, upon written request, be made available to the employee at his/her own expense. 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 documents.
- 2.8.5 Removal of Material. Any derogatory material found in the employee's file may be removed under the following conditions:

- A. Any material may be removed at any time with the mutual agreement of the involved staff member and the superintendent or his/her designee.
- B. The District shall follow the provisions of RCW 41.06.450 Destruction or retention of information relating to employee misconduct, the purpose of which is to maintain records in a manner which is fair to employees, which ensures proper management of the employer and which adequately protects the public interest. Unsubstantiated material will be identified as such.

## **SECTION 9 - Employee Evaluation**

2.9.1 All parties agree that observing the work performance of employees is essential to the efficient operation of the District. Toward this end, employees shall be evaluated at least annually. All monitoring or observation of the work performance of an employee shall be conducted openly, without the use of electronic surveillance devices which shall be strictly prohibited.

### **2.9.2. Probation and Evaluation**

- A. Each new employee to the District shall remain in a ~~provisional~~ probationary\_status for a period of not more than sixty (60) actual workdays following the hire date. During this ~~provisional~~ probationary period, the District may discharge such employee at its discretion and termination procedures and grievances regarding termination herein are not applicable.
- B. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement.

2.9.3 Evaluator. The primary evaluator for employees shall be the site supervisor or principal who supervises the employee.

2.9.4 Evaluation Process. The employee shall be given a copy of an evaluation report, Appendix B, prepared by his/her evaluator. No evaluation report shall be placed in the employee's file without opportunity for prior conference between evaluator and the employee. Such conference may be waived by the employee. No employee shall be required to sign a blank or incomplete evaluation form. Signing the evaluation form acknowledges receipt of the form, not necessarily agreement with its contents. The employee has a right to attach comments on any evaluation report

## **SECTION 10- Employee Safety**

2.10.1 In the event that an employee believes that the conditions under which he/she is assigned to work are unsafe or hazardous, the employee shall



immediately report the matter to the appropriate building administrator who shall cause the matter to be investigated. If the District determines the condition to be unsafe, appropriate action will be taken to alleviate the condition. Employees shall not be required to work under conditions that have been determined by the District or other appropriate agency having jurisdiction over school safety matters to be unsafe or hazardous.

- 2.10.2 Any assault on an employee is to be reported by the employee to the supervisor. The District will take immediate appropriate action based upon state and federal law, district policy and the provisions of this collective bargaining agreement.
- 2.10.3 Employees designated to handle catheter or gastric tubes will be provided appropriate training at District expense. No employee shall be required to dispense or administer medication unless qualified and legally authorized to do so in accordance with Washington state law. Employees shall be protected from liability by the District when following written instructions provided to employees for dispensing or administering medication.
- 2.10.4 The District shall provide liability insurance coverage for those employees who are required to maintain order and discipline and the protection of school personnel and students. The District shall indemnify and defend employees sued while acting within the scope of their employment.

### **SECTION 11 – Professional Growth Plan**

- 2.11.1 Each classified employee will be encouraged to develop a growth plan with his/her immediate supervisor and building administrator. This plan will blend District needs, individual needs and job aspirations. The employee can involve other District employees to assist him/her with this plan; however, the final document, will be signed by the immediate supervisor, building administrator and employee.
- 2.11.2 Employee growth plan is for the enhancement of present position or the enhancement for any position within the Republic School District. A deadline for submitting application for monies, Appendix C, is December 15 of the current year. Reimbursement will be made in the warrant following submission of proof of completion of approved class/classes, tuition, and expenses.
- 2.11.3 District designates one-thousand (\$1000) dollars a year towards the employee growth plan fund. Monies will be allocated at the time the criteria are fulfilled. Monies will be divided equally among all qualified applicants up to the amount of the class and books.
- 2.11.4 The Labor Management Team will provide money based on available funds as discussed in 12.3 to a staff development committee for distribution to

employees whose plans reflect both District and personal needs. The Labor Management Team will be responsible for developing criteria for distribution of monies in cooperation with the superintendent.

2.11.5 The District will give consideration to a leave of absence for those employees who are working towards completion of their growth plan. Any leave of absence beyond one month in length would require school board approval.

**SECTION 12 - In-Service Days**

2.12.1 During District early release in-service days or orientation day, the Association with approval of the superintendent, will be allowed to set up appropriate in-services related to employee needs and District goals and objectives.

2.12.2 Employees will be paid their regular rate of pay for required training.

## **ARTICLE III – BENEFITS**

### **SECTION 1 – Vacations**

3.1.1 All full time, 12 month employees shall be eligible for annual vacations with pay on the following basis. If an employee is not a full time employee, they shall receive a proportional amount of vacation based on their actual schedule (i.e. an employee working half-time in his/her first five years of employment would receive six (6) days of vacation):

1 year	5
2-4 years	10
5-15 years	15
16-20 years	20
25+ years	25

#### **Annual Leave**

In lieu of vacation during the school year, less than year-round employees will be granted three (3) annual leave days per year. If an employee has three (3) days at the end of the year, then two (2) days will be redeemed by the District at the rate currently being paid for that employee's position.

Full time, year round employees will not receive this designated annual leave as they are eligible for and earn paid vacation. Annual leave cannot be taken during the first five days of school; the days before or the days after Thanksgiving, winter or spring vacation or during the last five working days of the school year. Annual leave may not be used in conjunction with a deduct day around those days previously listed.

3.1.2 Both the Republic CPEA and the District agree that employees will attempt to schedule vacation days at times when normal activities of the School District will be least disrupted.

3.1.3 Request for summer vacations shall be submitted by May 15.

3.1.4 Employees who are discharged or who terminate employment in good standing with two (2) weeks' notice shall be eligible to receive payment for earned, unused vacation days.

**SECTION 2 - Holidays**

3.2.1 Full time Employees shall be paid for the following holidays that fall within their work year:

- |                        |                        |
|------------------------|------------------------|
| Labor Day              | Martin Luther King Day |
| Veteran's Day          | President's Day        |
| Thanksgiving Day       | Memorial Day           |
| Day after Thanksgiving | Independence Day       |
| Christmas Day (2 days) | New Year's Day         |

3.2.2 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either both his/her last scheduled shift preceding the holiday or the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement may occur if the employee can furnish proof satisfactory to the District that because of illness he/she was unable to work on both such shifts.

3.2.3 Employees who are required to work on the above-described holidays shall receive time and one-half (1 1/2) their base hourly rate for time worked, provided, however, that this section shall not apply to those employees whose duties and responsibilities normally require that they are "on call" at all times including holidays.

3.2.4 Should a holiday occur when an employee is on vacation, the employee shall be allowed to take one (1) extra vacation day with pay in lieu of the holiday as such.

3.2.5 When a holiday falls on a weekend, it shall be observed on the preceding Friday or the following Monday.

**SECTION 3 – Salary Placement, Payments and Dues**

3.3.1 Salary Schedule. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A.

3.3.2 Checks shall be issued on the last District workday of each month.

3.3.3 Pay upon Leaving District. All compensation owed to an eligible employee who is leaving the District's employ shall be paid in the next full pay period following such termination of employment.

### 3.3.4 Salary Placement.

- A. Prior employment by a Washington State public school system shall count in full for salary schedule placement. as long as the employment occurs within two (2) calendar year(s) of leaving another District.
- B. If an employee is hired on or before December 31, he/she will be eligible to move to the next salary schedule step the following year. If an employee is hired on or after January 1, the employee will remain on their current step for the following year. An employee cannot receive more than one (1) year of experience per year, regardless of the number of hours worked.

### 3.3.5 Dues Deduction

- A. Employees shall have automatic payroll deduction of local membership dues, provided, however, that it is expressly understood and agreed that this deduction system shall not be used for the collection of association-imposed fines, penalties, assessment, or any other association-imposed collection of monies.
- B. Amounts of local membership dues shall be deducted out of each monthly payroll.
- C. Dues deductions for employees beginning work after the commencement of the school term shall be prorated on the basis of 1/10th of the total annual amount for each month of employment.

3.3.6 Pay Adjustment for Voluntary Transfers To New Classification. Movement to a new position as a result of a voluntary transfer will require an adjustment of pay to the new salary classification.

3.3.7 Pay Adjustment for Involuntary Transfer To New Classification. An employee who changes positions as a result of an involuntary transfer will be paid at the rate of pay of the position to which the employee was transferred. The employee will be placed on the appropriate range of the salary schedule on the step that is closest to but not less than the hourly rate of pay at the time of layoff PROVIDED that no employee shall be placed above the top step of the appropriate range.

## **SECTION 4 - Transportation Reimbursement**

3.4.1 Employees shall utilize their personal vehicles in performance of official District business only upon specific written approval by the District. This approval shall be requested and obtained in advance of the anticipated usage. Employees shall present documentation as to actual usage of personal vehicles in a form and manner approved by the District. Upon

approval, the cost-per-mile reimbursement shall be the rate determined by the Internal Revenue Service Guidelines for Washington State, published, received by the District, and in effect at the time of travel.

- 3.4.2 Mileage reimbursement shall not be made for the transportation of employees to and from their homes unless previously approved by the superintendent or his/her designee.
- 3.4.3 Employees who are required to use their personal vehicles in approved travel between work sites shall be reimbursed for such travel in accordance with the terms of this section.

### **SECTION 5 – Insurance And Other Benefits**

- 3.5.1 The District will provide the amount of individual state appropriation allotted per month per full-time employee (FTE) for the purpose of the employee's benefits program. Such premium money will be applied first to the HCA and the required employee group benefit plans. The remainder of each employee's benefit allocation may be used for a district approved medical plan of the employee's choice.
- 3.5.2 Benefits provided will be in accordance with state and federal rules and regulations.
- 3.5.3 Employees eligible for benefits are those employees who work at least half time or more in a regular position. The District uses 1440 hours for an FTE for calculation of basic health benefits. The formula for calculation is" days x hours divided by 1440 equals the percentage of an allowable monthly benefit amount.
- 3.5.4 The District will set up pooling, using the dollars allocated but not fully utilized by eligible employees.
- 3.5.5 Employees shall have the option to self-pay salary insurance through payroll deductions.
- 3.5.6 Alternate Pre-Tax Deduction – Section 125 of Internal Revenue Service. The District shall offer to employee the option to participate in a flexible spending plan as per Section 125 of the IRS Code, for all out-of-pocket medical, dental, and/or child care expenses. The District will select a third party administrator to manage the plan.
- 3.5.7 A deferred compensation plan shall be available through the State of Washington and will comply with the state rules and regulations.

## **ARTICLE IV - LEAVES**

### **SECTION 1—Sick Leave**

- 4.1.1 Employees shall be allowed twelve (12) sick, injury, and emergency leave days at the beginning (front loaded) of the school year. Sick leave shall be allotted on a pro rata basis for education employees entering service during the school year. Sick leave may be used for the employee or the employee's family members.

Sick leave may be used as emergency leave and shall be deducted from the employee's accrued sick leave balance. The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee.

- 4.1.2 An employee on sick leave for more than five (5) consecutive days may be required to submit to the building principal a written statement from his/her health care provider attesting to the need to be on sick leave and probable date of return to work. Employees who abuse the provisions of this section shall be subject to disciplinary action, which could include loss of pay.

- 4.1.3 Accumulation. Unused sick leave shall accumulate from year to year on a prorated basis for assigned daily hours and for partial years worked to a total of one hundred eighty (180) days as provided by law.

- 4.1.4 Annual Sick Leave Buy-Back. The attendance incentive plan of the district shall be administered under the requirements of RCW 28.400.210.

Annually in January, the District shall provide notice to eligible employees that up to 12 days per year may be cashed in annually as allowed by state law by completing and returning the notice by February 10, or the entire accumulation cashed in at death or retirement.

- 4.1.5 Termination Conditions. In the event that an employee terminates employment in the District, the employee shall reimburse the District for sick leave days used but not earned.

- 4.1.6 Family Illness

Any eligible employee is entitled to the benefits of the Family Medical Leave Act (FMLA) above and beyond those sick leave benefits listed above in 4.1.1.

4.1.7 Retirement Cash-Out. District offers the VEBA III Sick Leave Conversion Medical Reimbursement Plan, RCW 28A.400.210 and WAC 392.136, and agrees to make contributions to the Plan on behalf of eligible employees, based on the conversion value of sick leave days accrued and available to them at retirement. The Association shall notify the District of its intention to participate in VEBA III Plan, annually, prior to December 31 of each year.

4.1.8 Conversion of Sick Leave Upon Retirement or Death

- A. As per RCW 28A.400.210(2), an employee who terminates employment due to retirement or death may personally, or through his/her estate in the event of death, elect to convert all eligible, accumulated, unused sick leave days to monetary compensation.
- B. “Retirement” shall mean commencing receiving a retirement allowance from a state retirement system.
- C. Vested out-of-service employees who terminate employment but leave funds on deposit with a state retirement system shall not be considered to have retired or to be an eligible employee.

4.1.9 Unused sick leave shall accumulate from year to year to a total of one hundred eighty (180) days as provided by law.

**SECTION 2 – Leave Sharing**

4.2.1 The District shall establish and administer a leave sharing plan in which employees who qualify under the provisions of RCW 41.04.665 may receive donated leave from other employees.

- A. Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his/her employment with the District.
- B. An employee may contribute vacation leave, personal leave, or up to six (6) days sick leave per calendar year provided that the contributing employee retains a minimum balance of four hundred eighty (480) hours of sick leave after the transfer. Employees may choose to donate sick, annual or personal leave in any order. Administration of this leave will be in accordance with District policy 5406. Leave shall be calculated on a day-donated and day-received basis.
- C. The employee qualifies, if among other criteria, the employee “suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to (1) go on leave without pay status or (2) terminate



District employment and has depleted or shortly depleted his/her annual leave and sick leave reserves.”

- 4.2.2 Employees who have accrued more than sixty (60) sick leave days may donate to an employee who has a need beyond his/her accrued sick leave. Donor's balance may not fall below the State minimum of sixty (60) days. Donations are based on a day donated and day received basis.

### **SECTION 3 - Bereavement Leave**

- 4.3.1 Up to five (5) days of paid leave for each absence may be granted by the administrator for the death of, members of the family or of any significant other. Bereavement leave shall be in addition to sick leave.
- 4.3.2 Additional days may be granted by superintendent or designee

### **SECTION 4 - Maternity/Paternity Leave**

- 4.4.1 An employee requesting maternity leave shall file such request a minimum of six (6) weeks prior to the commencement of maternity leave and shall indicate in such request the expected date of birth and the intended date for return to her position following childbirth.
- 4.4.2 The employee may be allowed to work as long as she is determined to be in good health and is able to carry on her full responsibilities, provided that she has a physician's approval to continue working.
- 4.4.3 The beginning and ending dates of maternity leave shall be arranged between the employee and the District administration. Sick leave shall be allowed due to pregnancy or childbirth.
- 4.4.4 In the event that sick leave has been exhausted, the employee may apply for an extended leave of absence. Extended leave granted under this section shall be without pay and benefits and such leave time shall not count towards salary advancement or seniority.
- 4.4.5 Up to two (2) days of paternity leave shall be granted per year, deductible from sick leave. Such leave shall be noncumulative.

### **SECTION 5 – Personal Leave**

- 4.5.1 Three (3) non-cumulative days personal leave with pay per year shall be made available to each employee. Approval of leave shall be made on availability of substitutes.

- 4.5.2 Unless otherwise authorized by the supervisor/building principal, such requests must be submitted at least two (2) workdays prior to the need for such leave.

### **SECTION 6 - Military Leave**

- 4.6.1 Employees shall be granted military leaves of absence when required by law under RCW 38.40.060 and/or the Uniformed Services Employment and Reemployment Rights Act. The individual requesting such leave shall present to the Superintendent valid orders from the appropriate military authorities showing date and place of reporting, length of tour of duty and anticipated date of return to the District. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the district as prescribed by law.
- 4.6.2. Employees shall be granted a military leave of absence without pay when such leave is occasioned by induction into the armed services or called to active duty from reserve status. While on leave, the employee shall retain all benefits, which have been accruing as though employment had been continuous in the District. Health benefits shall continue for those employees on military leave--if requested. Replacement employees will not be provided health benefits by the District unless:
- A. he/she pays for those benefits or
  - B. the benefits have not been requested by the employee on military leave.
- 4.6.3 Upon return from leave, the employee shall be placed in the position last held or a similar position in the District. Military leave of absence is construed as regular service in regard to salary increments.

### **SECTION 7 - Jury Duty**

- 4.7.1 In the event an employee is summoned to serve as a juror or appear as a witness in court, such employee shall receive a normal day's pay for each day of the required presence in court, provided, however, that any compensation for such services less documented travel and meal expenses shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay.

### **SECTION 8 - Unpaid Leaves**

- 4.8.1 Unpaid Leave of Absence
- A. Leave of absence without salary may be granted by the superintendent for a period not to exceed one (1) month and by the School Board for a period not to exceed one (1) year for illness, personal hardship, or in order to work toward the completion of an employee's personal growth plan, subject to renewal on recommendation of the superintendent.
  - B. A replacement person may be hired in a temporary capacity for a regular employee who is on a leave of absence.

- C. The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and years of District experience shall not accrue while the employee is on unpaid leave of absence.
  - D. At the option of the carrier, and if the employee so requests, insurance benefits may be extended to the employee during a leave of absence. Cost of insurance premiums shall be paid by the employee in accordance with the payment schedule in effect in the District.
- 4.8.2 Daily Leave Without Pay. Individual days taken as leave without pay may be authorized by the District.
- 4.8.3 Public Service Leave. The District may grant unpaid leave of absence to an employee who has been elected to serve in the state legislature during the term of such office contingent upon the district finding a satisfactory replacement for such employee.

**SECTION 9 - Association Leave**

- 4.9.1 The Association shall have eight (8) days annually (non-accumulative) for the Association president and/or designee to attend to Association business.
- 4.9.2 Request for Association leave must be made to the superintendent at least 24 hours before the leave day. Association leave will be granted if a qualified substitute is available and can be assigned. The Association will be billed the total cost of the substitute.
- 4.9.3 The District will notify the Association prior to September 15 what the total daily cost of the substitute will be for that year.

## **ARTICLE V – GRIEVANCE PROCEDURE**

### **SECTION 1 - Purpose**

- 5.1.1 The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of individual employees of the District.
- 5.1.2 It is recognized that employees may find a situation which is unsatisfactory and therefore need a standardized method of resolving conflict. In all cases, it is understood that all parties involved in the grievance will work toward a just and amicable settlement at the lowest possible level of this procedure. The Association and the District agree that informal meetings between the employee and employer and/or labor management meetings may be appropriate first steps toward conflict resolution before employing the formal grievance procedure.

### **SECTION 2 - Definitions**

- A. A grievant shall mean a bargaining unit member or group of bargaining unit members or the Association.
- B. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any term or provision of this Agreement.
- C. Days shall mean employee workdays. At any time that school is not in session, days shall mean calendar days excluding weekends.

### **SECTION 3 - Time Limits**

- 5.3.1 Failure of either party to comply with the time limits set forth will serve to declare the grievance settled based upon the last request made or the last answer provided. The purpose of the time limits is to promote expeditious and amicable conflict resolution and shall be strictly observed unless extended in writing by mutual agreement.

### **SECTION 4 - Employee Rights to Representation**

- 5.4.1 A grievant has the right to be accompanied by the Association at all steps of the grievance procedure. However, the individual employee with the complaint has the right and is encouraged to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.
- 5.4.2 If the Association finds that a grievance affects a group of employees or the Association, the Association may submit such grievance in writing to the

Superintendent directly and will begin at Level II. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step II.

## **SECTION 5 - Procedure**

5.5.1 The Association and the District agree that conflict resolution is best achieved at the lowest possible level and therefore encourage employees to make every effort to first resolve conflict through free and informal communications with the immediately involved supervisor. If, however, the employee chooses to invoke the formal grievance procedure, no reprisals of any kind will be taken by the District because of his/her participation in the grievance procedure.

### Step 1

Within twenty (20) calendar days following the knowledge of the act or condition which is the basis of the complaint, the grievant must present the grievance and specific section of the contract violated in writing on a Grievance Report Form (Appendix E) to his/her immediate supervisor who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written decision with reasons within five (5) days after the meeting.

### Step 2

If the grievant and/or the Association are not satisfied with the disposition of the grievance at Step 1, then the grievance may be referred to the Superintendent or his/her designee. The Superintendent shall arrange for a hearing with the grievant and the Association within five (5) days of receipt of the appeal. At this time the grievant and/or the Association will have the right to include and present any witnesses or evidence deemed necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision with reasons to the grievant and the Association.

### Step 3

If the grievant and/or Association is not satisfied with the disposition of the grievance at Step 3, then the grievance shall be referred to mediation.

Within five (5) days, the parties will request that PERC send a mediator to help resolve the issue(s).

- A. The mediator directly will confer with the parties to set a mutually agreeable time and place for the mediation.
- B. There shall be one (1) person from each party designated as spokesperson at the mediation conference.

- C. The mediator will have the right to meet separately with either party, but will have no authority to compel the resolution of a grievance.
- D. Proceedings before the mediator shall be informal in nature. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her and will allow all witnesses and evidence to be presented. No formal transcript or record of the mediation conference shall be made.
- E. The fees and expenses of the mediation procedure, if any, shall be shared equally by the parties.

#### Step 4 - Binding Arbitration

- A. It is mutually agreed upon by the Association and the District that all procedures for problem solving be fair, just, and timely. This requires all parties to make a good faith attempt at conflict resolution at the lowest possible level. If no agreement is reached after Step 3, the Association shall, at its sole discretion, request Arbitration.
- B. The parties agree to use the rules of the American Arbitration Association as modified by the terms of this procedure.
- C. The arbitrator shall be chosen by the Superintendent and the Association by striking names from the panel of names provided by FMCS or if mutually agreed to by PERC. The arbitrator whose name remains on the list shall serve for that grievance. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which the arbitrator is to be selected.
- D. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not previously disclosed to the other party.
- E. The arbitrator selected will confer with the representatives of the Superintendent, the grievant and/or his/her representative. He/She shall hold any hearings promptly and will issue his/her decision not later than twenty (20) calendar days from the date of the close of any hearing; or if oral hearings have been waived and the parties choose to submit their cases in written form, then from the date these documents are submitted to him/her. The arbitrator's decision will be issued in a written report including his/her findings of fact, reasonings and conclusions, and any basis in law, for his/her decision. This report will be submitted to the District and the Association within twenty (20) calendar days after the final hearing. The arbitrator does not have the power or authority to make any decision beyond the specific issue grieved which requires the commission of an act prohibited by law or

which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the grievant and/or his/her representative and will be final and binding upon the parties.

- F. The costs for the services of the arbitrator will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
- 5.5.2 No reprisals of any kind will be taken by the School Board or school administration against any employee because of his/her participation in the grievance procedure.
- 5.5.3 The School Board and school administration will cooperate with the Association in its investigation of any grievance and will furnish the Association ~~any~~ information that is requested for the processing of any grievance.

## **ARTICLE VI - DURATION**

### **SECTION 1 - Embodiment**

6.1.1 The Agreement expressed herein in writing constitutes the entire agreement between the parties and no verbal statement shall add to or supersede any of its provisions.

It is understood between the parties that nothing contained herein shall prevent the administration and the Association from meeting and addressing any issue that may arise during the term of this Agreement.

### **SECTION 2 - Terms of Agreement**

6.2.1 This Agreement shall become effective upon ratification and signing of this Agreement by the parties retroactive to September 1, 2013 and shall continue in full force and effect through August 31, 2017.

6.2.2 Midterm Reopener. This Agreement may be reopened for amendment(s) at any time by mutual written agreement of the parties. Agreements reached through such amendment(s) shall be reduced to writing and shall be attached to, and become part of this Agreement upon ratification by the parties.

6.2.3 Annual Renewal. Either party may request that this Agreement be reopened to negotiate any three (3) specific sections of this Agreement which may include compensation/benefits as one of the three specific issues designated by each party and any other mutually agreeable items. Either party shall notify the other in writing no later than April 1, 2016 if it desires to reopen the Agreement. In the event such notice is given, negotiations shall begin no later than May 1.



**ARTICLE VII - TERM OF AGREEMENT**

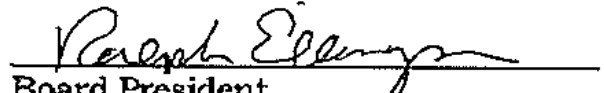
In witness whereof, the parties hereto have entered into this Agreement this 25<sup>th</sup> day of September from September 1, 2013 through the last day of August 2017.

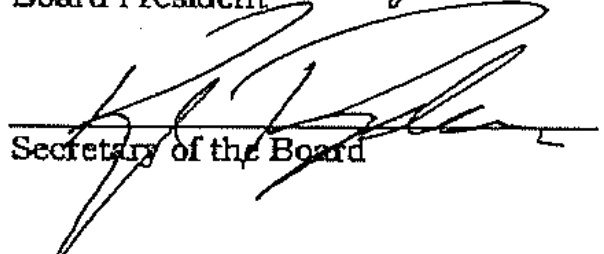
Republic Classified Employees Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

Republic School District

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Secretary of the Board

## **APPENDIX A – 2013-2017 Salary Schedule**

### REPUBLIC CLASSIFIED SALARY SCHEDULE

	A	B	C	D	E	F	G
Paraeducator	12.98	13.44	13.88	14.34	14.79	15.26	15.72
Custodian	13.82	14.26	14.72	15.18	15.64	16.08	16.55
Bus Driver	15.19	15.66	16.11	16.56	17.01	17.48	17.92
Maintenance	15.49	15.93	16.38	16.86	17.30	17.77	18.21
Mechanic	18.58	19.02	19.46	19.90	20.34	20.78	21.22
Bus Driver Stand-by (@75%)	11.39	11.75	12.08	12.42	12.76	13.11	13.44

4.25 hours weekly are for:

- Washing bus in/out 2.00
- Sweeping daily (.25 hr) 1.25
- fueling 1.00

**APPENDIX B PERSONNEL EVALUATION – CLASSIFIED**  
**REPUBLIC SCHOOL DISTRICT NO. 309**

Name of Employee

Job Title

Length of time on present job

Date of This Eval

CRITERIA FOR EVALUATION

	Non-Satisfactory	Basic	Proficient	Distinguished
1. <u>Co-operation</u>				
Shows sincerity and interest	_____	_____	_____	_____
Observes school policies	_____	_____	_____	_____
Works harmoniously with supervisor	_____	_____	_____	_____
Works harmoniously with other employees	_____	_____	_____	_____
2. <u>Dependability</u>				
Assumes responsibility	_____	_____	_____	_____
Gets to work on time	_____	_____	_____	_____
Sticks to the job through difficulties	_____	_____	_____	_____
3. <u>Manners and Appearance</u>				
Shows courtesy to students and district patrons	_____	_____	_____	_____
Show consideration for other employees	_____	_____	_____	_____
Maintains poise	_____	_____	_____	_____
Wears appropriate clothes for job	_____	_____	_____	_____
4. <u>Quality of Work</u>				
Performs tasks in relation to job description	_____	_____	_____	_____
Shows skill and accuracy	_____	_____	_____	_____

Non-Satisfactory    Basic    Proficient    Distinguished

5. Attitudes

Indicates enthusiasm for work	_____	_____	_____	_____
Seeks constructive criticism and help	_____	_____	_____	_____
Welcomes suggestions for self-improvement	_____	_____	_____	_____
Feels the importance of doing a good job	_____	_____	_____	_____
Displays loyalty	_____	_____	_____	_____
Maintains cheerful disposition	_____	_____	_____	_____

6. Industry and Initiative

Takes pride in completing tasks	_____	_____	_____	_____
Works continuously	_____	_____	_____	_____

Overall Performance – The overall performance rating should be supported by specific comments pertaining to the employee’s major strengths or weaknesses.

\_\_\_\_\_ Non-Satisfactory    \_\_\_\_\_ Basic    \_\_\_\_\_ Proficient    \_\_\_\_\_ Distinguished

Comments -

Evaluator’s signature \_\_\_\_\_ Date \_\_\_\_\_

Employee’s signature \_\_\_\_\_ Date \_\_\_\_\_

My signature indicates that I have reviewed this report but may not necessarily indicate agreement.

Employee’s comments - \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**APPENDIX C - PROFESSIONAL GROWTH PLAN**  
**REPUBLIC SCHOOL DISTRICT**

<b>Name</b>	<b>Present Position</b>	<b>Date</b>
-------------	-------------------------	-------------

1. Briefly describe your employment history:
  
  
2. Briefly describe your future employment aspirations and/or professional growth needs:
  
  
3. How would the above benefit the Republic School District:
  
  
4. Identify 3 to 5 specific goals based on the above information, desired timelines and approximate cost:

<u>Goals</u>	<u>Timeline</u>	<u>Cost</u>
--------------	-----------------	-------------

Check one:

\_\_\_\_\_ I plan to submit my growth plan to the Labor-Management Committee

\_\_\_\_\_ I do not plan to submit my growth plan to the Labor-Management Committee

Employee Signature	Date	Immediate Supv. Signature	Date
--------------------	------	---------------------------	------

Building Principal's Signature	Date
--------------------------------	------



Step 2

A. Date Received by Superintendent: \_\_\_\_\_

B. Date of Grievance Meeting: \_\_\_\_\_

C. Step 2 Superintendent Response (decision and reasons): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Association Response to Step 2: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step 3

Mediation Step

Association Response to Step 3: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Date Submitted to Arbitration:** \_\_\_\_\_

**APPENDIX E – COMPENSATORY TIME ACCRUAL LOG**  
**REPUBLIC SCHOOL DISTRICT**

**Employee Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Month Ending:** \_\_\_\_\_

DATE ACCRUED	HOURS WORKED  (in excess of scheduled hours)	ACTIVITY PERFORMED	COMP. HOURS USED		EMPLOYEE SIGNATURE	SUPERVISOR SIGNATURE
			# Hrs. Used	Date Used		



## **APPENDIX F – JUST CAUSE**

**1**

**Was the employee adequately warned of the consequences of his conduct?**

**2**

**Was the employer's rule or order reasonably related to efficient and safe operations?**

**3**

**Did management investigate before administering the discipline?**

**4**

**Was the investigation fair and objective?**

**5**

**Did the investigation produce substantial evidence or proof of guilt?**

**6**

**Were the rules, orders, and penalties applied evenhandedly and without discrimination?**

**7**

**Was the penalty reasonably related to the seriousness of the offense and the past record?**

*See Enterprise Wire Co. and Enterprise Independent Union, 46 LA 359 (1966)*

# INDEX

<b>A</b>	
Administration .....	1
Agreement	
Distribution of .....	2
Status of .....	2
Term of .....	37
Annual Leave .....	23
Arbitration .....	34
Assignments	
Temporary .....	1
Association	
Dues .....	4
Leave .....	31
Rights .....	2
Use of District Buildings .....	3
Use of In-District mail .....	3
<b>B</b>	
Benefits .....	23, 26
Bereavement Leave .....	29
Binding Arbitration .....	34
<b>C</b>	
Call Backs .....	9
COBRA .....	17
Collaboration Time for Paraprofessionals .....	6
Compensation Option .....	11
Compensatory Time Accrual Log .....	44
Complaints	
Against Employees .....	12
Sexual Harrassment .....	12
<b>D</b>	
Daily Leave Without Pay .....	31
Definition .....	1
Disciplinary Action, Right of Representation .....	4
Discipline and Discharge .....	11
Discrimination .....	18
District Rights .....	5
Drug and Alcohol Testing .....	8
Dues .....	25
Dues, Association .....	4
Duration .....	36
Duties, Other As Assigned .....	11
<b>E</b>	
Employee .....	1
Evaluation .....	20
Regular .....	1
Safety .....	20
Temporary .....	1
Employee Rights to Representation .....	32
Evaluation	
Form .....	39
Evaluation, Employee .....	20
Extra Trips .....	8
<b>F</b>	
Family Illness .....	27
Flex Time .....	7
Flex Time/Compensation Option .....	11
<b>G</b>	
Grievance	
Procedure .....	32
Report Form .....	42
<b>H</b>	
Hire Date and Seniority Procudures .....	13
Holidays .....	24
Hours of Work and Overtime .....	6
<b>I</b>	
In-Service Days .....	22
Insurance and Other Benefits .....	26
Involuntary Transfer .....	15, 25
<b>J</b>	
Job Classification .....	18
Jury Duty .....	30
Just Cause .....	11
Seven Tests of .....	45
<b>L</b>	
Labor/Management Meetings .....	2
Layoff Procedures .....	15
Leave .....	27
Annual .....	23
Association .....	31
Bereavement .....	29
Family Illness .....	27
Jury Duty .....	30
Maternity/Paternity .....	29
Military .....	30
Persoanl .....	29
Public Service .....	31
Sharing .....	28
Sick .....	27
Unpaid .....	30
Leave of Absence .....	13, 22, 24, 29, 30, 31
Long-Term Substitute .....	1
Lunch Periods .....	9

<b>M</b>	
Maternity Leave.....	29
Military Leave .....	30

<b>O</b>	
Other Duties As Assigned.....	11
Overnight Trips .....	9
Overtime.....	6, 10
Distribution.....	10

<b>P</b>	
Para-professional overload hours.....	16
Paraprofessionals	
Collaboration Time .....	6
Paternity Leave .....	29
Personal Leave.....	29
Personnel .....	6
Evaluation Form .....	39
Files .....	19
Posting of Available Positions .....	14
Probation .....	20
Probationary Period.....	1
Professional Growth Plan .....	21, 41
Public Service Leave.....	31

<b>R</b>	
Reassignment	
Temporary.....	10
Recall Procedure.....	17
Reimbursement, Transportation .....	25
Representation, Employee Rights to .....	32
Retirement Cash-Out .....	28
RIF15	
Rights	
Association .....	2
District .....	5
Employee.....	18

<b>S</b>	
Safety, Employee .....	20

Salary Placement, Payments and Dues.....	24
Salary Schedule .....	38
School Closure .....	10
Seasonal Employees .....	1
Seniority .....	1, 13, 16
List.....	13
Loss of .....	13
Sexual Harassment Complaints .....	12
Sick Leave .....	27
Sick Leave`Conversion .....	28
Substitute	
Long-Term .....	1
Summer Work .....	15

<b>T</b>	
Temporary Assignments.....	1
Temporary Reassignment.....	10
Training .....	8
Training Opportunities .....	19
Transfers.....	14
Transportation Reimbursement .....	25
Transportation Work Provisions .....	7
Trips	
Extra .....	8
Overnight .....	9

<b>U</b>	
Unpaid Leaves .....	30

<b>V</b>	
Vacancies and Transfers .....	14
Vacations.....	23
Voluntary Transfers.....	15, 25

<b>W</b>	
Work Hours .....	6
Workday .....	7
Full-Time .....	7
Part-Time .....	7