

MASTER

AGREEMENT

2017-2019

Updated 8/9/18

**Napavine
Educational Support
Personnel**

**Napavine
School
District**

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PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours and working conditions of the classified employees of the School District, this Agreement is made and entered into in September, 2017 by and between the District and the Association.

FOR THE ASSOCIATION

FOR THE DISTRICT

ARTICLE I ADMINISTRATION

SECTION 1 Recognition

1.1.1

The District hereby recognizes the Association as the exclusive bargaining representative for all classified employees in the bargaining unit described below, excluding any person whose duties as deputy, administrative assistant or secretary necessarily imply a confidential relationship to the executive head or to the board of directors pursuant to RCW 41.56.030(2) and temporary employees.

1.1.2

The bargaining unit to which this Agreement is applicable is as follows: all classified employees except Food Service.

SECTION 2 Definitions

1.2.1

The term "District" as used in this Agreement shall mean the Napavine School District.

1.2.2

The terms "Napavine ESP/WEA/NEA", "ESP" or "Association" as used in this Agreement shall refer to the Educational Support Personnel/Washington Education Association/National Education Association.

1.2.3

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; words denoting number shall include both the singular and plural.

1.2.4

The term "employee hire date", as used in this agreement, shall mean the day all pre-employment has been completed and approved, and the Notice of Employment letter has been signed by the Superintendent.

1.2.5

In the event that the District assigns an employee to perform services regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of pay while performing the work of said classification.

1.2.6

When changes in the duties of a position are enough to reclassify the position, the position shall be bargained with the Association. The employee in that position shall immediately receive the monetary value of that position at the time the position is reclassified.

1.2.7

The monetary value of new positions for which no existing classification applies will be bargained with the Association.

1.2.8

According to RCW 28A.400.300(2), classified employees who transfer between districts after July 28, 1985, shall not retain any seniority rights other than longevity when leaving one school district and beginning employment with another. Napavine School District will accept experience toward longevity, not toward seniority, from all job-alike school district employed positions from any state.

SECTION 3 Status of the Agreement

1.3.1

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which are contrary to or inconsistent with its terms.

1.3.2

This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties.

1.3.3

If an employee's individual contract contains any language inconsistent with this Agreement, the Agreement shall be controlling.

SECTION 4 Conformity to Law

1.4.1

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, 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. For the purposes of this section, being found contrary to law includes rulings from a court of law, the Attorney General, and the Public Employment Relations Commission.

1.4.2

In the event a provision(s) is determined to be contrary to law as stated above, such provision shall be re-negotiated. Negotiations shall commence within two (2) weeks after a request for negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

SECTION 5 Distribution of Agreement

1.5.1

The Association shall distribute copies of this Agreement to all employees who request it. All classified employees new to the District shall be provided a copy of the

Agreement by the Association. The printing cost shall be shared equally by the Association and the District. An electronic copy of this Agreement will be placed on the District website in a secure manner, accessible to all classified employees, within thirty (30) calendar days of the ratification date.

1.5.2

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

SECTION 6 Agreement/Administration/Interpretation

1.6.1

Upon request by either party, the Association officials and District administrators shall meet to discuss school problems relating to interpretation or compliance with this Collective Bargaining Agreement. When a request is made, the meeting shall be held within a reasonable amount of time.

SECTION 7 Management Rights

1.7.1

It is agreed that the statutory as well as the customary and usual rights, powers, functions and authority of management are vested in management officials of the District.

1.7.2

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. All such rights shall be exercised in conformity with this Agreement.

ARTICLE II BUSINESS

SECTION 1 Dues Checkoff

2.1.1

The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement shall have the right to have deducted from the wages of employee who are members of the Association (upon receipt of a written authorization form executed by the employee) an amount equal to the fees and dues required for membership in the Association. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110. Employees in the bargaining unit are not required to join the Association.

2.1.2

The District shall cooperate with this provision by deducting from the employee's wages, each pay period, the dues required of membership, upon receipt of the written authorization form from the employee as provided in section 2.1.1. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee. Employees that want to withdraw must, in writing, notify the Napavine Education Support Personnel Union which in turn will notify the District. Dues deduction forms must be delivered to the business office within thirty (30) days from the start of school, or within thirty (30) days of an individual's employment.

2.2.3

The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

SECTION 2 Association Rights

2.2.1

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

2.2.2

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

2.2.3

The District, upon request, shall furnish at cost to the Association previously compiled and reasonable information concerning the financial resources of the District, including, but not limited to, annual financial reports and audits, budgeting requirements and allocations, agendas and minutes of deemed public information regarding student enrollment and employee names and work location.

2.2.3.1

A single copy of the following documents shall be furnished to the Association at no cost:
District Directory
Annual Financial Report
Annual Budget
Staff Postings of Openings

2.2.4

The district shall provide a list of new employees to the Association upon request.

2.2.5

The Association shall have the right to use the school mails to distribute Association materials.

2.2.6

The District agrees to provide space on an available bulletin board for the posting of official Association notices.

ARTICLE III PERSONNEL

SECTION 1 Due Process

3.1.1

No employee shall be disciplined (including verbal warnings, written warnings, reprimands, suspensions, or termination) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

3.1.2

An employee shall be entitled to have present a representative of the Association during any disciplinary actions as defined above. When a request for such representation is made, no disciplinary action shall be taken against the employee until a representative of the Association is present, provided, that absence of an Association representative shall delay the action not more than one (1) week.

3.1.3

The District agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension **with or without pay**, with non-renewal or discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

3.1.4

Any formal complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee. Any formal complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

SECTION 2 Layoff and Recall

3.2.1

The District retains the right to determine the size of its work force and thereby the number of employees in this bargaining unit. In the event of layoff, the Board shall provide written notice to all affected employees at least twenty (20) District work days prior to the time the layoff would occur.

3.2.2

Layoff Procedure and Definitions. Employees who change job classifications within the bargaining unit shall retain their original hire dates within the district from the previous classification, as well as acquire a new seniority date in the new classification. In the instance of layoff, for purposes of determining seniority and classification, employees who have changed classifications shall retain their seniority in their previous classification. Layoff shall be by seniority, the least senior employee first, within the following classifications based on current assignments: (1) CDL Drivers; (2) Van/Car Drivers (3) Secretaries; (4) Office Assistants; (5) Instructional Aides; (6) Custodial/Maintenance and (7) Transportation Aides. In the event of more than one (1) individual employee having the same seniority ranking, all employees so affected shall participate in the drawing by lot to determine the position on a seniority list. The Association and all employees so affected shall be notified in writing of a date, place and time of the drawing. The drawing will be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

3.2.3

Recall Procedure. Laid-off employees shall be placed in a re-employment pool for possible re-employment for a period of up to two (2) years. Rehiring from this pool for existing vacancies shall be made on the basis of seniority within a given classification. No new employees shall be hired to fill existing vacancies until the pool has been exhausted within a specified classification.

3.2.3.1

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address. The employee's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee. Any employee so notified shall have five (5) days from the date of mailing to accept the offered employment. If the offer is not accepted, the employee shall be removed from the employment pool. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years.

3.2.4

Layoff Benefits. An employee may prepay full costs of their current health and life insurance benefit program, in accordance with Federal COBRA laws.

3.2.5

All benefits to which any employee was entitled, at the time of his/her layoff, including unused accumulated sick leave, will be restored to the employee upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule according to the employee's experience.

3.2.6

Seniority shall be defined as the length of service within the District and in accordance with current statute.

3.2.7

The District will prepare and post a seniority list within a reasonable time after the Parties sign the final Agreement.

SECTION 3 Employee Rights

3.3.1

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

3.3.2

Employees have the right to organize and designate representatives without interference. No public employer, or other person, shall directly or indirectly, interfere with, restrain, coerce, or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining, or in the free exercise of any other right under Chapter 41.56.040.

SECTION 4 Personnel Files

3.4.1

Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy at employee's expense, of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate or other personnel file shall be kept in the District; however, the Association recognizes that working files properly exist. File review shall be in the presence of a District official.

3.4.2

No derogatory material shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own written comments.

SECTION 5 Employee Protection

3.5.1

The District shall hold harmless and defend each employee from claims and damages caused or alleged to have been caused in whole or in part by an employee while working within the scope of his/her duties as an employee of the District.

SECTION 6 Assignments, Transfers and Promotions

3.6.1

All employees will be notified, via postings in the district office, and school buildings, as well as through district e-mail, of open positions that may become available within the District's schools before outside personnel are considered. Notification will occur no later than job postings outside the District.

All requests by employees for changes of location or position shall be given in writing to the Superintendent. Employees who apply for open positions shall be granted an interview for the position applied for before outside applicants.

3.6.2

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

3.6.3

An involuntary transfer shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason therefore.

3.6.4

Notice of job openings, including job descriptions, hours and wages covered by the bargaining unit shall be posted by the District for seven (7) calendar days. Long term reliable substitutes, as determined by the principal, working for a minimum of 90 accumulated days shall be able to apply and be considered for positions at the same time the notice is posted. Advertising the position outside the district may also occur. Qualified in-house applicants, as determined by the administrator/supervisor, will be considered first. A copy of the notice shall be sent to the local President.

Interested bargaining unit members may apply to the Superintendent, or designee, within the seven (7) calendar days posting period. There is no guarantee of being hired into the position.

Unsuccessful internal candidates may request a meeting to find out why they were not selected.

SECTION 7 Other Working Conditions

3.7.1

The District shall support and assist employees with the maintenance of control and discipline of students in the employees' assigned work areas as long as the employee is working within District guidelines that conform to law.

For instructional aides, the District will make a good faith effort to continue providing prep time in the future.

3.7.2

No employee shall be required to dispense or administer medication contrary to law, district policy or regulation.

3.7.3

Employees who are required to attend state or district mandated classes will be paid their rate of pay as determined in the contract. Employees may seek support to defray costs of attending state or local classes they choose to attend.

3.7.4

For the purpose of staff and program improvement, the district encourages employees to participate in, and attend, professional development opportunities such as conferences and workshops.

For the 2017-2019 school years, the District will provide a total of \$3,000 per year for the professional development of classified staff. This amount will be divided up between High School/Middle School and Elementary Buildings based on the percentage of classified allocatin in each building. The funds appropriated will appear as a line item in each building budget. Employees will submit requests for the use of these funds through his/her principal or supervisor for approval. Requests must be consistent with district and building priorities.

Annually the Association and District will meet, if so requested, to discuss priorities and resources to direct toward these activities.

3.7.5

The Napavine Educational Support Personnel desires input on the calendar if specific proposals are being considered. It is understood that the Classified Staff represented will be entitled to an advisory vote.

The Associations's president will be provided a copy or copies of calendar proposals, will conduct the ballot, and report back to the District the results of the balloting. Every effort to allow adequate time will be accorded.

3.7.6

The Napavine School District and the Association agree that it is important to have Association representation on some district committees. Selection to the committee will be made using the following process:

1. position will be posted in the school buildings
2. interested staff will apply providing a letter of interest
3. selection will be made by the committee chairperson

Classified Staff Members that are members of the District Technology and/or Safety Committee will be compensated at the certificated hourly wage rate for additional duties (see Section 8.5 Additional Duties subsection A in Napavine

Education Association Master Agreement). The selection to the District Technology and/or Safety Committee must be pre-approved by the building principal. All other committee work will be paid at the committee wage rate. A timesheet for hours of participation will be completed and verified by the committee chairperson. Committee participation will not cause the employee to exceed a forty (40) hour work week.

SECTION 8 Hours of Work and Overtime

3.8.1

An employee's workday shall be as assigned by the District. Eight (8) hours shall constitute a normal workday, work to be completed within eight and one-half (8 1/2) hours consecutively, with an uninterrupted one-half (1/2) hour off for lunch. It is agreed that current practices regarding mid-day breaks will be maintained and will be in accordance with the law.

3.8.2

Hours worked in excess of forty (40) hours in any five (5) day week shall be paid for at time and one-half (1 1/2) of the employee's regular rate of pay with a minimum guarantee of at least two (2) hours overtime.

3.8.3

Extra Time shall first be offered to the employee having the greatest categorical seniority. If the district anticipates a reduction in the employee's work hours, every effort will be made to notify the affected employee prior to the end of the school year.

On occasion, a need arises requiring additional work (for example: additional grounds work, custodial time, transportation aide hours, etc.) This can often be an immediate need on any given day. In these circumstances the supervisor may request assistance from anyone, as long as it does not create overtime for the employee. However, when additional work is anticipated, or planned in the future, and is in known at least 48 hours prior to the date of the extra work, the supervisor will offer the work to the employee following the seniority rules in that specific classification. They employee must be qualified for the work.. If the employee has previously demonstrated an inability to do the work, the supervisor may (after meeting with employee) determine they do not meet the best needs for the specific additional work and choose to go to the next senior qualified employee. This additional work must not interfere with the employee's regular schedule and not create overtime for the employee. If no employee in the classification is available, the work will be offered to the employee having the greatest seniority without regard to any classification.

3.8.4

The normal work week for employees will consist of five (5) consecutive work days.

3.8.5

Overtime will be included in the monthly check when preplanned and added to the following month's warrant when unplanned.

3.8.6A

Drivers will be paid for a minimum of two and one-half (2-1/2) hours daily including maintenance time. Drivers will be paid for all time worked. This section applies to regular route times on calendar days of school. If a driver and/or bus aide completes a regular route, and drives another assigned trip within thirty (30) minutes of the end of the route, the driver's and/or bus aide's pay will be continuous ("rollover time") not to exceed thirty (30) minutes. The driver and/or bus aide will be expected to complete assigned work during "rollover time".

3.8.6B

During the fourth week of August, drivers will choose by seniority the AM/PM and mid-day bus routes as needed.

- Drivers with a CDL take precedence over all new transportation required driver positions.

3.8.6C

Extra bus trips shall be assigned on a seniority basis. Any extra trip that would give a driver in excess of forty (40) hours in one week shall be awarded to the next senior driver, and would not exceed forty (40) hours.

3.8.6D

Special Education drivers and transportation aides must be skilled in driving, and have the temperament and specialized training necessary to work with special needs students. It is expected that these drivers and transportation aides work with the student's case manager to ensure the student's accommodations and modifications are being met. Drivers and transportation aides chosen for a Special Education route will not be part of the annual bid process, and may continue on a Special Education Route as long as they choose, provided they continue to receive satisfactory evaluations.

- To ensure consistent, reliable transportation for special needs students, all efforts will be made to provide the same driver and transportation aide "to and from" on special education routes. If this is not possible due to lack of available drivers, every effort will be made to have a consistent driver and transportation aide for the "To" route and a consistent driver and transportation aide for the "From" route, unless determined in a student's IEP that they must have the same To & From Driver and transportation aide.

- Drivers and transportation aides that are scheduled on the special education routes will be allowed to bid on one trip throughout the year that would take them away from their special education route. In the event there is a lack of available drivers for the various trips, the transportation supervisor will make necessary adjustments and notify the Superintendent.

3.8.7

When a District employee is hired and assigned a position requiring the qualifications of a bus driver, the employee will be paid as a bus driver, regardless of the vehicle they are assigned to drive. (One test for determination would be how the District is reimbursed for the position. If it was reported as a bus route, it will pay a driver as a bus route. If it is reported as a non-bus transportation, the pay would be regular vehicle.)

3.8.8

The District shall pay the drivers driving rate for all time for required in-service training, first aid training, and safety meeting held on site.

3.8.9

For overnight trips (defined as any activity where the event requires the driver to be present with their bus for purposes of providing transportation on a regular school bus), drivers will be paid their contracted rate for eight (8) hours driving time, or actual driving time if greater, per twenty-four (24) hour period. Actual expenses for meals and lodging will be paid by the District according to IRS regulations. In no case will the driver be paid less than their regular daily amount. Standby time will not be applicable, only driving time need be accounted. "Driving time" is defined as the time a driver is physically driving the bus, loading/unloading students and equipment, and pre/post bus inspection. The seven day work week will be defined as 12:01 AM Sunday through 12:00 PM Saturday. A twenty-four (24) hour period is defined as 12:01 AM through 12:00 PM. Trip drivers will be paid no less than their regular route pay when they take a trip during their regular am or pm route. Bus drivers shall be paid time and a half for actual driving time on a Sunday.

In the event a driver is expected to take an unscheduled trip lasting 4 or more hours, and not given at least a 2 hour notice of its drive time, the driver will be allowed a meal per diem of not more than \$8.00 for each meal the driver misses during the unscheduled drive.

Drivers will be paid a stand by rate as indicated on the classified wage schedule. "Stand by Time" will be allowed when the distance traveled requires the driver to stay at the destination. The determination of eligible "Stand By Time" will be determined by the transportation supervisor with consultation from the Superintendent.

3.8.10A

In the event that a situation occurs where the Association feels the expectations of time placed on a driver are extraordinarily inequitable, they may request a review by the Superintendent (a situation where a lot of wait time coupled with driving creates a perceived unfair expectation of the driver).

3.8.10B

The District must notify any driver who has been scheduled for an extra-curricular bus trip at least two (2) hours prior to cancellation of any scheduled trip. If the driver is not notified two (2) hours in advance, that driver will be paid for two (2) hours of driving time.

If a driver is called to transport a student, and upon arrival at district, learns the transportation is no longer necessary, the driver will be paid for one (1) hour, and assigned appropriate work.

3.8.10C

For overnight trips as explained in 3.8.10. Bus drivers have the opportunity for a single occupancy room if deemed necessary according to the provision provided below:

When it is in the best interest of safety for students, the District will make every effort to accommodate requests made in writing for individual rooms for employees. In most instances if the request is made it should be granted.

3.8.11

The District shall pay the cost, to be determined annually in September, of any required routine physical examination necessary for driver's certification. In addition, the District shall pay the cost or fully reimburse for First Aid certification and CDL renewal for school bus endorsement (1 attempt per renewal).

3.8.12

Transportation Aides will be added to a route/trip only when it is stated in the student's IEP that they must have a transportation aide while being transported. Any other transportation aide will be added as needed as determined by the transportation supervisor with consultation with the Superintendent

3.8.13

In the event that it becomes necessary to close the school(s) because of inclement weather, volcanic disruption or other acts of Nature, the District administration shall attempt to notify the radio and television stations in the area by 6:00 a.m. This provision does not preclude the District from closing the school(s) in the event an emergency develops following 6:00 a.m., if further evaluation of developing hazardous conditions warrant closure. No employee shall be required to remain after the District has given notification to close the employee's work site and students have been evacuated. Hazardous

health and safety conditions which require the closing of the school(s) for students shall apply equally to all employees.

In the event full-time employees (forty-hour per week, twelve months) would be subject to loss of pay due to emergency closure (ie: snow, flood, power failure, etc.) efforts to allow comparable make-up time will be accommodated within the same pay period, or the employee shall be allowed to use sick leave, up to 3 days annually, if they so choose.

3.8.14

In the event that employees are called back to work after a school closure, call back will be categorical by seniority.

3.8.15

When schools are closed because of conditions not within the control of the District administration that prevent or preclude completion of a legal school day, employee absence shall not be charged to leave. Make-up dates shall be with full compensation.

SECTION 9 Holidays and Vacations

3.9.1

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

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) Presidents' Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans' Day
- (8) Thanksgiving Day
- (9) Day After Thanksgiving
- (10) Day Before Christmas
- (11) Christmas Day
- (12) One Extra Day During Winter Break

3.9.1.1

All part-time employees (working between 1664-2079 hours per year) will receive nine paid holidays:

- (1) Thanksgiving Day
- (2) Day after Thanksgiving Day
- (3) Veterans Day
- (4) Christmas Day
- (5) New Year's Day
- (6) Martin Luther King Day
- (7) Presidents' Day
- (8) Memorial Day
- (9) Labor Day

3.9.1.2

All part-time employees (working less than 1664 hours per year) will receive eight paid holidays:

- (1) Thanksgiving Day
- (2) Day after Thanksgiving Day
- (3) Veterans Day
- (4) Christmas Day
- (5) New Year's Day
- (6) Martin Luther King Day
- (7) Presidents' Day
- (8) Memorial Day

3.9.2

Unworked Holidays. 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 his/her last shift preceding the holiday, and is not on unpaid leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee is on sick leave and is unable to work on either such shifts.

3.9.3

Worked Holidays. Employees who are requested to work on the above described holidays shall receive twice (2) their base rate for all hours worked on such holidays. Employees will receive their normal rate of pay for the holiday and their normal rate of pay for working their hours, which equates to twice their base rate.

3.9.4

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

3.9.5

Vacation. Vacation days will be accrued monthly. Unless otherwise specified, classified staff shall be provided vacations according to the following guidelines:

Regular full-time employment (12 months/year)

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

Classified staff must schedule vacation with their supervisors at least 2 weeks in advance of the desired starting date. Vacation schedules must recognize the operating needs of the district and are subject to the approval of the supervisor. Any dispute between employees regarding the schedule will be resolved in the favor of seniority.

An employee under contract with the district and who is on paid vacation leave shall be entitled to the same benefits as he/she would normally be entitled to if on duty at the work station. All such requests for benefits must be

submitted within fourteen (14) days after returning to work.

Vacations must be taken within the 12 month period following the time when the vacation was earned except that 30 days may be carried over to the next year. Employees may elect payment at their regular hourly rate for vacation beyond ten (10) days except when terminating employment.

3.9.6

Full vacations will not be taken during school time without prior approval of the Superintendent. The District will establish a summer vacation schedule by June 15. Any dispute between employees regarding the schedule will be resolved in favor of seniority. The published vacation schedule may not be changed unless mutually agreed by the employee and the supervisor.

3.9.7

Vacation time must be used during the year following the year it is earned. Vacation accrual will begin on the first day of the month in which an employee is hired (ie: hired October 10th, but accrual begins Oct 1st).

3.9.8

An employee leaving employment and entitled to vacation time will be terminated as of the date he/she completes the number of days earned.

3.9.9

If an employee is recalled from vacation, he/she shall receive the overtime rate for all hours worked and shall be given the remainder of his/her vacation at a later date.

3.9.10

Employees with more than five (5) years service may elect payment at their regular hourly rate for vacation beyond ten (10) days except when terminating employment. (Refer to Section 3.9.8)

SECTION 10 Salaries and Salary Payment

3.10.1

Salaries for employees subject to this Agreement are contained in Appendix A. Employees' annual salaries shall be paid on the last working day of the month except December.

When a payroll error occurs, whether the employee is over paid or under paid, the employee will be immediately notified by the payroll department. A mutually agreeable plan for reimbursement will be made between the district and employee, not to exceed the current fiscal year.

Any State approved increases will be automatically passed on to all classified employees within this bargaining unit.

3.10.2

Longevity Plan:

After five years of employment, and each five years thereafter, up to 20 years, employees will receive a fifty cent (.50) increase in their hourly rate of pay. (see Appendix A)

If an employee's start date is before October 1st that employee will be eligible for the longevity pay increase for that school year. If an employee's start date is after October 1st that employee's longevity pay increase will be eligible for the following school year. All proven industry-related experience recognized by Washington State Department of Retirement Services will be factored into the employee's longevity.

3.10.3

Opening Day - Each year, prior to the start of the school year, the district will hold an Opening 1/2 Day for all staff. The district will determine the agenda for this 1/2 day (3 hours for classified employees). Staff members will be paid at their regular rate of pay to attend. 260 day employees will adjust their regular work hours on that day to attend without additional pay, all other classified employees will sign-in and submit a time sheet for attending Opening Day.

SECTION 11 Transportation Reimbursement

3.11.1

When available, District vehicles will be used in the performance of work assignments or other district business. A district credit card will be used to fill the gas tank prior to returning the vehicle to the district office. In the event a district vehicle is not available, the district agrees to pay employees mileage reimbursement, at the current Office of Financial Management rate, for the pre-approved use of a personal vehicle in the performance of work assignment or other district business. Special circumstances requiring the use of a personal vehicle, will be evaluated by the superintendent on a case-by-case basis.

SECTION 12 Insurance Benefits

3.12.1

The District agrees to provide full-time employees insurance benefits equal to the state allocation per month on a pooled basis for all employees who work between 1440 and 2080 hours per year. Classified Employees who are less than 1440 per year but work 4 or more hours per day or 20 or more hours per week will receive a prorated share of this amount. Temporary employees will receive no insurance benefits. Employees hired after March 1st may opt out of insurance coverage for the remainder of the school year

Retiree Carve Out

The District agrees to pay the retiree subsidy per FTE for each calendar year.

3.12.2

Approved plans shall be determined by the Health Benefits Committee. This committee will be made up of members from a variety of school staff.

3.12.3

The intent of the parties is to provide the maximum insurance contribution allowable by law to the employee pool, to be distributed among members of the bargaining unit. To gain maximum utilization of the total allowable state insurance contribution provided by law for employees covered by this Agreement, the District agrees that it will contribute the maximum allowable to an insurance pool to be distributed among employees on a fair share basis, to those who do not generate sufficient monies to cover the full cost of medical coverage.

3.12.4

Employees shall make their choice of insurance plans by September 10.

If after pooling is complete, members of the bargaining group with out-of-pocket benefit costs remaining will receive an additional \$30.00 per FTE pro-rated based on employment.

SECTION 13 Leaves

3.13.1

Leave for Personal Illness, Injury, or Emergency and Family Illness. Twelve (12) days leave per year for full-time employees accrued at the rate of one day per month, and ten (10) days per year for nine month employees, at the rate of one day per month accrued from September through June, without deduction of salary is allowed for personal illness, injury or emergency and for serious illness or injury in the immediate family, which shall include spouse, children and parents with a health condition that requires treatment or supervision. Leave cannot be used until earned. A doctor's statement of illness may be required by the administration and/or Board for illness over five consecutive days duration. The district grants a staff member to use accrued sick leave, in compliance with state law.

3.13.1.1

Leave Taken Under the Family Medical Leave Act of 1993. The Napavine School District is a covered employer under the Family Medical Leave Act of 1993 (FMLA) and current Washington State laws. Eligible employees must notify the district of his/her intent to take leave under the FMLA and are entitled to take leave for any of the following reasons: (a) birth of a child, and in order to care for a newborn child, (b) placement with the employee of a son or daughter for adoption or foster care, (c) care for the employee's spouse, child, or parent with a serious health condition, ~~or~~ (d) because of a serious health condition that makes the employee unable to perform the function of

his or her job, or (e) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status. Leave taken under the FMLA is unpaid.

Employees who make contributions to health plan premiums must continue to do so while on leave.

On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

3.13.1.2

An emergency shall be defined as an unforeseen incident which could not be planned for and required that the employee be absent from work.

3.13.1.3

At the end of each year, the District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.

3.13.1.4

In case of on-the-job disability covered by State Industrial Insurance, the District will pay the employee, out of his/her sick leave, an allowance equal to the difference between State Workmen's Compensation and the employee's straight-time gross pay, less statutory deductions, beginning at the time of the disability and continuing until the accumulated sick leave is completely expended at which time the employee will revert to only the coverage afforded by the Workmen's Compensation Insurance.

3.13.1.5

Attendance Incentive. In January of the year following any year in which a minimum of 60 days of sick leave is accrued, and each January thereafter, any eligible staff member may exercise an option either:

- (1) to receive remuneration for unused sick leave accumulated in the previous year in an amount equal to one day's monetary compensation of the staff member for each four full days of accrued sick leave in excess of 60 days; or
- (2) to add that year's sick leave to the staff member's accumulated sick leave.

All such leave for which the staff member receives compensation shall be deducted from accumulated sick leave at the rate of four days for every one day's monetary compensation.

A staff member may cash-out all accrued sick leave at the above rate at the time of separation due to retirement, provided that the retiree provides documentation from the appropriate state retirement system. Such leave shall be accrued at the rate of no more than one day per month.

Earned sick leave shall not be accumulated in excess of 180 days as of December 31 of each year, except that an employee may exercise the annual January cash-out option for all days accumulated in excess of this maximum.

The administrator of the estate of a deceased staff member may also cash-out all accumulated sick leave at the rate of one day's monetary compensation for every four days of leave. A certified copy of the death certificate must be submitted to the district office or proper documentation of court appointment as administrator of the estate.

3.13.2

Bereavement. The District shall allow each employee a maximum of five (5) days leave for each death of a family member* A one-day (1) day leave shall be allowed for each death of an extended family member* Concurrent deaths shall be treated as a single occurrence with respect to the length of leave. All requests that do not fit in the parameters of this language can be referred to the superintendent. (This policy is subject to all of the provisions of Policy 5320.)

Family - husband, wife, mother, father, son, daughter, sister, brother, grandparents or grandchildren and respective steps and in-laws.

Extended family member - nephew, niece, aunt or uncle and respective steps, in-laws and close family friends.

3.13.3

Judicial Leave. Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received.

3.13.4

Maternity Leave. An employee who is pregnant shall be allowed to work as long as she is capable of performing her normal functions and duties of her job, and so long as her personal physician concurs. A request for maternity leave shall be made in writing to the Superintendent at least thirty (30) days prior to expected commencement of leave. Within thirty (30) calendar days after childbirth, she shall inform the employer of the specific day she will return to work. She may use accumulated leave to cover the temporary disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

3.13.4.1

In the event sick leave has been exhausted and/or the employee requests a leave of absence, she shall be granted a leave of absence for a period of up to a year. The employee shall return to her same position and/or level with no loss of rights, benefits or seniority.

3.13.5

Personal Leave. Each employee shall be allowed two (2) days of personal leave per school year, front-loaded at the beginning of each school year. Except in unusual circumstances, personal leave must be requested a minimum of two (2) days in advance. Classified employees working at least 208 days will get one (1) additional day of personal leave.

Unused Personal Leave may be carried over to the next year. The maximum days to be accumulated will be 5.

Unused Personal Leave may be returned to the District at the rate of one day for one day of the employees regular rate of pay when requested by the employee prior to June 30. Employees will be reminded of this opportunity no later than the May pay period, via the check stub.

3.13.6

Up to ten (10) days leave with pay per school year shall be provided to the Association for the conduct of Association business to be used at their discretion. The Association will reimburse the District in the amount of the substitute's pay. Additional days may be requested of the superintendent.

3.13.7

Military Leave. Military leave will be granted in accordance with the revisions of RCW 38.40.060.

3.13.8

Other Non-Compensated Leaves. Each employee is entitled to two (2) unpaid holidays per calendar year for reasons of faith or conscience, or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization. All other leaves shall be at the discretion of the Superintendent. The leave requests falling in this category should be in writing. The Superintendent will approve or deny the request with a written understanding of the terms and conditions of the leave, if granted.

3.13.9

Leave Sharing. Leave sharing will be allowed per District policy 5406 and procedure 5406P.

SECTION 14 Employee Evaluations

3.14.1

All monitoring or observation of the work performance of an employee shall be continuous. An employee shall be given a copy of any evaluation report prepared by his/her evaluators. Employee's signature on such report shall signify only that he/she has received the evaluation report.

3.14.2

Employees shall be evaluated annually by their immediate supervisor prior to May 1, in accordance with the following procedures:

1. Such evaluation shall be issued in the name of the immediate supervisor based on all data and work performance on a daily basis.
2. Such evaluation shall be addressed to the employee.
3. Such reports shall be written in objective and/or narrative form and shall include where pertinent:
 - a. strengths of the employee
 - b. areas for improvement
 - c. specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein improvement has been indicated.
4. The employee will have the right to attach a written comment(s) to the evaluation form.
5. A final evaluation conference will be held within five (5) working days following the last observation. One day preceding said conference, the employee will be given a copy of the written evaluation.
6. The substance of evaluation shall not be subject to grievance or arbitration.

3.14.3

A new employee shall be classified probationary for a period of ninety (90) regularly scheduled work days. During this period, the employee may be terminated at the will of the district when in their determination the probationary employee is not meeting expectations. The employee will be evaluated within this time frame and if deemed satisfactory after the 90-day period, become a regular employee. A probationary employee is not eligible for the grievance procedures provided regular employees in this contract. Seniority is established by the date an employee is hired as a regular employee. Time as a substitute or temporary employee would not count.

3.15.1

ESP may request to attend educational meetings, conferences, and workshop. Financial support may be requested. All requests must be scheduled and approved in advance by the district.

ARTICLE IV GRIEVANCE PROCEDURES

4.1 Definition

4.1.1

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

4.1.2

Grievant shall mean an individual, a group of individuals and/or the Association.

4.1.3

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the

matter informally with any appropriate members of the administration.

4.2 Procedure for Processing Grievances

4.2.1

Immediate Supervisor. The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

4.2.1.1

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

4.2.1.2

The immediate supervisor, upon receipt of the written grievance shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative, and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based, within five (5) working days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision and all supportive evidence to the grievant(s), Association representative and the Superintendent or designee.

4.2.2

Superintendent. If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, Superintendent, or his designated representative, within ten (10) working days of receipt of the decision rendered in Step 1.

4.2.2.1

The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within ten (10) working days of the receipt of the Step 2 appeal. The purpose of this meeting shall be to effect a resolution of the grievance.

4.2.2.2

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

4.2.3

Arbitration. If no satisfactory settlement is reached at Step 2, the Association, within fifteen (15) working days of the receipt of the Step 2 decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration. Any grievance arising out of, or relating to, the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this article.

4.2.3.1

The parties will be bound by the voluntary rules and procedures of the American Arbitration Association for the selection. After selection of the arbitrator, the expedited rules or other mutually agreeable rules shall be applied, provided, however the Arbitrator may have up to twenty (20) days to render a decision. The arbitrator shall hold a hearing within twenty (20) working days of his appointment. Ten (10) working days notice shall be given to both parties of the time and place of the hearing.

4.2.3.2

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the employer, the Association and the grievant(s).

4.3 Jurisdiction of Arbitrator

4.3.1

The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement.

4.3.2

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

4.3.3

The arbitrator shall have no power or authority to rule on the termination of services of or failure to re-employ any probationary employees; probationary status shall be for a period of ninety (90) days.

4.4 Time Limits

4.4.1

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

4.4.2

Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance with the specific time limit, shall permit the Association to lodge an appeal at the next step of this procedure.

4.4.3

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step.

4.5 Accelerated Grievance Filing

4.5.1

In order to expedite grievance adjudication, the parties agree that any Association grievances, class action grievances, and grievances involving the evaluation procedures will be lodged at Step 2 of this procedure.

4.5.2

Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even if the contract has expired.

4.6 Reprisals

4.6.1

No reprisal of any kind will be taken by the employer against any employee because of his participation in any grievance.

4.7 Costs

4.7.1

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

ARTICLE V DURATION

5.1

This Agreement shall be effective when ratified by the Association and the Napavine School District, and it shall be in effect until August 31, 2019. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, agreement on a successor agreement is not reached prior to the expiration day, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties. By mutual agreement, the contract may be reopened to resolve problems and may be reopened annually to renegotiate salaries and insurance benefits..

For the Association

For the District

Appendix A

**Seniority by Classification
Classified Personnel August 2018**

Napavine Classified Seniority List by Job

	<u>Bus Drivers</u>		<u>Seniority Date</u>	
1	Ditch, Jodie	-	09/09/2015	2nd
2	Wallace, Kegan		09/09/2015	1st
3	McLaughlin, Mark		06/2015	
4	Bunnell, Teresa		9/01/2011	1st
5	Marx, Jennifer		9/01/2011	2nd
6	White-Wallace, Mindy		9/01/2010	
7	Hamilton, Bobbi		9/01/2002	
	<u>Van/Car Drivers</u>		<u>Seniority Date</u>	
1	Subitch, Corrine	-	4/10/2017	
2	Dunn-Saari, Kathryn		3/6/2017	
3	VanWyck, Kristi		9/1/2016	
4	Marx, Jennifer		4/20/2016	
5	White-Wallace, Mindy		3/3/2014	
6	Hamilton, Bobbi		10/2/2013	
7	Bunnell, Teresa		11/13/2012	
	<u>Transportation Aide</u>		<u>Seniority Date</u>	
1	Gray, Linda	-	9/7/17	
2	Pierce, Sydney	-	9/6/17	
3	Cladek, Zoey	-	9/4/17	
4	Rothchiller, Leslie	-	9/1/17	
5	Subitch, Corrine		08/30/2016	
6	Dunn-Saari, Kathryn		09/06/2016	
7	Wallace, Keegan		04/20/2016	
8	Marx, Jennifer		04/13/2016	
9	Bunnell, Teresa		02/02/2015	
10	White-Wallace, Mindy		01/09/2014	
	<u>Custodians</u>	<u>Area</u>	<u>Seniority Date</u>	
1	Bradley, Samantha	E	10/02/2017	
2	Pablo, Autumn	HS	09/2014	
3	Christie, Michael	HS	8/2013	
4	Mars, Joe	E	7/16/2012	
5	Handly, Tabitha	E	8/2008	

Napavine Classified Seniority List by Job

	<u>Secretaries</u>	-	<u>Seniority Date</u>
1	Stanley, Laura	HS	04/10/2017
2	Sabin, Michelle	E	04/28/2015
3	Barton, Connie	HS	06/14/2011
	<u>Office Assistants</u>	-	<u>Seniority Date</u>
1	Lee, Lisa	DO	12/09/2016
2	Harmon, Jodi	HS	9/01/2011
3	Bagge, Debbie	E	9/01/2002
	<u>Aides</u>	-	<u>Seniority Date</u>
1	Gallenger, Caleb	E	03/26/2018
2	Webster, Deborah	E	01/03/2018
3	Vetter, Bethany	E	09/13/2017
4	Potter, Erika	E	09/12/2017
5	Fulleton, Cori	E	08/29/2017
6	Dalebout, Amanda	E	08/18/2017
7	Shea, Danielle	E	08/18/2017
8	Lyons, Dana	E	02/17/2017
9	Valentine, Amber	E	09/01/2016
10	Bostwick, Robin	HS	09/10/2015
11	Subitch, Corrine	E	08/18/2015
12	Gilbert, Jessica	E	08/18/2015
13	Hendricks, Reann	E	09/03/2014
14	Woodrum, Amber	HS	01/03/2014
15	Stanley, Laura	E	1/02/2014
16	Allison, Amy	E	1/01/2014
17	Low, Jody	E	11/01/2012
18	Bunnell, Teresa	E	9/01/2012
19	Neuman, Deanna	E	8/30/2012
20	Sabin, Michelle		08/13/2012
21	Lee, Lisa	HS	9/20/2011
22	Robertson, Kristine	E	12/16/2010
23	Brown, Debbie	HS	10/1/10
24	Alvord, Julianne	E	9/7/2010
25	Engel, Julie	E	9/7/2010
26	Harmon, Jodi		12/09/2008
27	Christianson, Tina	HS	04/01/2008

28	Vanwyck, Kristi	E	9/2007	
29	Ross, Michelle	E	11/15/2005	
30	Hamilton, Bobbi		9/2002	
31	Bagge, Debbie		11/5/1999	
	<u>Library/media</u>			
1	Woodrum, Amber	HS	08/18/2014	
	<u>Elem. Library Aide</u>			
1	Stark, Rebecca	E	08/18/2017	
	<u>Maintenance/Grounds/Custodial</u>			
1	Mars, Joe		9/2013	
	<u>Student Records</u>			
1	Harmon, Jodi	DO	04/10/2017	
	<u>Technology</u>			
1	Woodrum, Amber	HS	08/18/2014	
	<u>TBIP</u>			
1	Low, Jodi	E	11/27/2012	

Updated 08/02/2018

Appendix B

Napavine Educational Support Personnel 2018-2019 Classified Wage Schedule

Minimum Wage as of 1-1-18 \$11.50

	2014-2015 Hourly Wage 1% increase	2015-2016 Hourly Wage 3% increase	2016-2017 Hourly Wage 1.8% increase	2017-2018 Hourly Wage 5% increase	2018-2019 Hourly Wage 3.0% increase	Longevity 5 yrs	Longevity 10 yrs	Longevity 15 yrs	Longevity 20 yrs	SUB PAY
Bus Driver - With CDL	17.54	18.07	18.40	20.05	20.65	21.15	21.65	22.15	22.65	20.65
Driver - No CDL			18.40	19.32	19.90	20.40	20.90	21.40	21.90	
Standby - Bus Driver	11.40	12.25	12.47	13.09	13.59	14.09	14.59	15.09	15.59	13.59
Bus Aide	12.12	13.64	13.89	14.58	15.02	15.52	16.02	16.52	17.02	13.50
Instructional Aide	13.24	13.64	13.89	15.00	15.45	15.95	16.45	16.95	17.45	13.50
Elementary Library Aide	14.14	14.56	14.82	15.56	16.03	16.53	17.03	17.53	18.03	13.50
Elementary Music Aide	15.64	16.11	16.40	17.22	17.74	18.24	18.74	19.24	19.74	13.50
Librarian/Technology Support	17.60	18.13	18.46	19.38	19.96	20.46	20.96	21.46	21.96	13.50
Secretary/Student Record Coord.	17.49	18.01	18.33	19.25	19.83	20.33	20.83	21.33	21.83	13.50
Transitional Bilingual Instructional Program Coordinator (TBIP)			18.33	19.25	19.82	20.32	20.82	21.32	21.82	13.50
Office Assistant	14.81	15.25	15.53	16.31	16.80	17.30	17.80	18.30	18.80	13.50
Lead Custodian	17.49	18.01	18.33	19.25	19.83	20.33	20.83	21.33	21.83	13.50
Day Custodian	14.81	15.25	15.53	16.31	16.80	17.30	17.80	18.30	18.80	13.50
Night Custodian / Sweeper	14.81	15.25	15.53	16.31	16.80	17.30	17.80	18.30	18.80	13.50
Maintenance/Grounds	16.65	17.15	17.46	18.33	18.88	19.38	19.88	20.38	20.88	13.50
Committee Wage Rate (classified)				13.83	14.24	14.74	15.24	15.74	16.24	
Braille Specialist	16.65	17.15	17.46	18.33	18.88	19.38	19.88	20.38	20.88	13.50
Level 1 Hearing Impaired Interpreter	13.14	13.53	13.77	15.22	15.68	16.18	16.68	17.18	17.68	13.50
Level 2 Hearing Impaired Interpreter	19.29	19.87	20.23	21.24	21.88	22.38	22.88	23.38	23.88	17.50
Level 3 Hearing Impaired Interpreter	25.78	26.55	27.03	28.38	29.23	29.73	30.23	30.73	31.23	23.38

Driver Trainer Instructor: When driver trainer instructor is training drivers, they will receive a \$2/hr increase in their wage during training time.

Educational Paraprofessional: After obtaining an Associates of Arts degree and completing the Washington State Apprenticeship and Training Certification for an Educational Paraprofessional, an Educational Paraprofessional will receive a \$.50 an hour increase for the Instructional Aide rate.

Hearing Impaired Interpreter

Level 1 - The employee is at a beginning level of training in interpreting for the deaf; a minimal amount of training

Level 2 - The employee must provide evidence of at least 20 hours of training in an approved in-service training program related to interpreting for the deaf

Level 3 - The employee is a Registered Interpreter of the Deaf (RID) for Washington State Association of Deaf, or must have a institution of higher education two-year degree/certification in sign language interpretation from a post secondary institution of higher education

Memorandum of Understanding – Health Law

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSD 5940).

1. The provisions of this Memorandum of Understanding (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
 - a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
 - b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2015 state employee benefits year; and,
 - c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2017-18 school year.

3. To ensure employee selecting richer benefit plans pay the higher premium, and make progress toward 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 1% of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling.
4. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.
5. This MOU shall be effective for the 2018-19 school year. The parties shall meet prior to May 1, 2019 to discuss whether to renew or amend this MOU for another year.

Signed this _____ day of _____, 2018

For the District

For the Association