Original Office Copy

**North River Education Support Professionals** 

And

**North River School District** 

**Collective Bargaining Agreement** 

September 1, 2024 to August 31, 2027

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Support Professionals Contract September 1, 2024 to August 31, 2027

## COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NORTH RIVER SCHOOL DISTRICT AND THE NORTH RIVER EDUCATION SUPPORT PROFESSIONALS

#### **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, terms and conditions of employment of the classified employees of the North River School District, this Agreement is made and entered into by and between

## ARTICLE I - RECOGNITION AND ADMINISTRATION

## Section 1.1 Recognition

The District recognizes the North River Education Support Professionals/ Washington Education Association/National Education Association as the exclusive bargaining agent for all regularly employed full-time and part-time classified employees, excluding confidential employees, supervisors and all other employees of the District.

## Section 1.2 Substitute Employees

Substitute employees are not members of this bargaining unit until they work thirty (30) or more days in a twelve (12) month period ending in the current or immediately preceding school year. If the District has a reasonable expectation that a temporary or substitute assignment will have a duration of thirty (30) or more consecutive days, the employee will become a member of the bargaining unit on their first day of work in that assignment and will be covered by all terms and conditions of this Agreement, unless otherwise indicated. A covered substitute employee will be subject only to the salary provisions of this agreement. It shall be the prerogative of the District to decide if a substitute will be employed.

#### Section 1.3 Job Descriptions

Job descriptions for all job classification subject to this Agreement shall be provided to individual employees and/or the Association president upon request. Subsequent changes to written job descriptions shall be forwarded to the Association and the individual employee but the impact of such changes shall be negotiated, upon request.

#### Section 1.4 New Positions

- 1.4.1 The President of the Association will be notified prior to the posting of any new position that would come under the Association agreement, as indicated in Sections 1.1 and 1.2.
- 1.4.2 The salary of a new job classification within the bargaining unit shall be subject to collective bargaining at the request of either party.

1.4.3 **Leadership Team Member** volunteer position: Two (2) Association members, chosen by the Association shall serve with the Superintendent as a Leadership Team to address labor-management concerns. Labor management meetings will occur once at least once a month.

#### Section 1.5 Definitions

- 1.5.1 The term "employee" or "regular employee" when used hereinafter shall mean all bargaining unit members as described in Section 1.1.
- 1.5.2 The term "job classification" or "classification" shall include, but not be limited to, Administrative assistant; Bus driver; Head cook; and Support professional (performs assignable duties as determined needed and appropriate by supervisor to include but not limited to: paraprofessional, librarian, custodian, cook's helper, maintenance worker, and etc.)
- 1.5.3 The term "supervisor" or "immediate supervisor" when used hereinafter shall refer to the appropriate District administrator.
- 1.5.4 The term "days" when used hereinafter shall mean work days as opposed to "calendar" days unless otherwise defined in this contract.
- 1.5.5 The term "Association" when used hereinafter shall mean the North River Education Support Professionals/Washington Education Association/National Education Association.
- 1.5.6 The term "District" or "employer" when used hereinafter shall mean the North River School District.

#### Section 1.6 Distribution of Contract

- 1.6.1 The District agrees to allow the Association to use District equipment free of cost to print this Agreement and distribute it to all employees covered by this Agreement. Distribution will be within thirty (30) calendar days of the ratification of this Agreement. A copy of the contract will be given to newly hired employees by the Association at the time of sign on. The District will notify the Association that a new employee has been hired and needs a copy of the Agreement. Additional copies of the contract shall be printed to provide the President of the Association extra copies for their his/her use and for new employees.
- 1.6.2. There shall be two (2) signed original copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

## Section 1.7 Non-Bargaining Unit Personnel

The District agrees that non-bargaining unit personnel shall not be used at any time to displace employees regularly employed within the bargaining unit. However, the District may hire additional workers or assign non-bargaining unit employees to perform work that requires special expertise or when the workload or time constraints necessitate the temporary addition of workers as determined by the Administration

## Section 1.8 Status of Agreement

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

## Section 1.9 Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington and the United States. If any provisions of this Agreement, or any application of this Agreement to any 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. In the event a provision(s) is determined to be contrary to law such provision shall renegotiate.

## Section 1.10 No Strike Clause

The Association agrees that during the term of this Agreement it will not cause or encourage its members to engage in any strike or other work stoppage. The District agrees that it will not lockout employees.

#### ARTICLE II - MANAGEMENT RIGHTS

It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights, in accordance with applicable laws and regulations and except as limited by the provisions of this agreement, is the right to direct the workforce, to adjust the starting and quitting times, the right to hire, promote, retain, transfer and assign employees, 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 operation is conducted.

#### ARTICLE III - ASSOCIATION RIGHTS

#### Section 3.1 District Facilities and Equipment

- 3.1.1 The Association shall be provided with bulletin board space for the purpose of posting official Association materials at each work site. Such material shall be signed and dated by the Association representative who posted the material. Such material will not contain political material in violation of the statutes, rules or guidelines of the Public Disclosure Commission, which would not include political material in regard to internal Association business. The Association shall also have the right to use school mailboxes to distribute Association material.
- 3.1.2 Upon prior request, the Association shall have the right to use school facilities for meetings and to use school equipment, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment. Incident to such use and shall be responsible for proper operation of all such equipment.

#### Section 3.2 Association Representatives

- 1.2.1 Association agents shall be permitted to transact Association business on school property at reasonable times, such as lunch-time. The agent shall notify the District of his/her arrival and will not hinder the normal flow of work
- 3.2.2 An Association representative during working hours, without loss of time or pay, is allowed to represent employees and present grievances to the District when mutually agreed upon meetings are scheduled during the work-day.
- 3.2.3 Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings or other such meetings, the employee(s) shall suffer no loss in pay.

#### Section 3.3 Access to Information

3.3.1 The District agrees to furnish the Association, in response to requests, all available information concerning the financial resources of the District and such other information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals.

In accordance with state law, the District shall provide employee information for all bargaining unit members to the Association that includes, to the extent collected by the District in the regular course of business: name, date of hire, cell phone number, home phone number, work phone number, most up-to-date home email, work email, home address and mailing address. Employment information provided will include: job title, rate of pay, and work site location. This information shall be provided quarterly or as requested by the Association.

- 3.3.2 A copy of all proposed new District policies shall be included on the publicly posted agenda of the Board of Directors prior to first reading. However, this will not prohibit Board Directors from formulating new policy not stated on the agenda if, at the time of the meeting, it is found to be required to facilitate the operation of the District. All new policies that are adopted by the Board of Directors will be posted on the District web site within a reasonable time after such adoption.
- 3.3.3 The UniServ Representative or Association president shall promptly be notified by the District of any disciplinary actions of any employee or any grievances filed by employees.

The employee shall have the right to have a representative at all meetings pertaining to disciplinary actions.

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

## Section 3.4 Dues, Deductions and Representation Fees

The Association has, the right to have deducted from the salary of members of the Association, who have executed a dues withholding authorization, an amount equal to the dues required for

membership in the North River Education Support Professionals, WEA and NEA. Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Upon receiving notice of an authorization, the District will start deductions for new members for the next available payroll period, according to the usual administrative cycle.

## ARTICLE IV - EMPLOYEE RIGHTS

#### Section 4.1 Non-Discrimination

Employees shall be entitled to full rights of citizenship. The District agrees there shall be no discrimination or discipline by reason of age, sex, marital status, race, creed, color, national origin, religion, the presence of any sensory, mental or physical disability unless in compliance with the Americans with Disabilities Act, or any other classification protected by applicable law. Neither the District nor the Association will interfere with, restrain, or coerce employees subject to this agreement in the exercise of their rights guaranteed by law pursuant to rights and remedies of RCW 41.56.

## Section 4.2 Personal and Private Life

The private and personal life of an employee is not within the appropriate concern or attention of the District unless it affects the employee's ability to perform their job with the District.

#### Section 4.3 Sexual Harassment

The parties agree to comply with laws forbidding sexual harassment at the worksite or in connection with the job. The District shall conduct an investigation of all claims of sexual harassment in connection with the job. Any person employed by the District who is found to have violated these laws will be subject to disciplinary action including the possibility of termination. There shall be no retaliation for filing a good faith complaint of sexual harassment.

#### Section 4.4 Employee Protection

4.4.1 Employees will not be required to perform any duty requiring a teaching certificate. Employees will not be required to take a permanent change of assignment that requires certification that is not currently held by the employee. Employees substituting in a certificated position are doing work under the jurisdiction of the North River Education Association and shall be compensated as provided in that agreement. All paraprofessionals and librarians must meet the "state standard" to be hired for or to maintain an assignment which requires it. New employees are responsible for meeting the state standards.

4.4.2 If an employee will be required to perform medically invasive procedures, such as injections and the insertion of catheters or feeding tubes, the impact on the employee of such duties will be bargained with the Association.

- 4.4.3 The District shall provide HIV/AIDS and Hepatitis B training according to law. Employees shall be paid at their regular rate of pay or at the overtime rate, if applicable, for all time required in attendance. The District shall provide Hepatitis B injections for at-risk employees at the employee's option and at no cost to the employee.
- 4.4.4. To the extent allowed by law, employees shall be informed immediately when they are potentially exposed to contagious diseases and illnesses, and they shall be instructed as to prevention and protection from the illness or disease.
- 4.4.5 The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The District will ensure that an administrator or other certificated employee is available during the work-day to handle student discipline problems.
- 4.4.6 To the extent allowed by law, the employee shall be informed, upon enrollment or transfer, about students who evidence behaviors that could present a safety problem to other students or staff. The District shall make a good faith effort to provide employees with specific information about the known behavior patterns of such students and suggested strategies for managing those behaviors. This section shall also apply to students who begin to exhibit such behavior, or other inappropriate behavior, after they have enrolled.

Employees assigned to provide support of instruction to students with special needs shall have access to the IEP and/or 504 plan prior to working with the student. At the request of the employee and with the approval of the case manager, they shall be able to attend IEP development meetings and shall receive specific instructional information regarding the assigned student and their specific IEP needs. If this work occurs outside of the of the regular workday, the employee shall be paid for their time with prior approval from an administrator.

- 4.4.7 The District shall hold harmless and defend each employee who is employed by the District from claims for damages caused or alleged to have been caused in whole or in part by that employee while performing his/her duties as an employee in the District, provided that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to an employee's criminal act as determined by a court of law.
- 4.4.8 The District shall provide employees with insurance protection, as required by state law, covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof.
- 4.4.9 An employee may, using his/her best judgment, use such force as is necessary to protect himself/herself, another employee, or a student from attack, physical abuse or injury, provided that the District's insurer and/or the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to an employee's criminal act as determined by a court of law.
- 4.4.10 Employees will not be requested or required to perform any duty requiring a teaching

certificate. Employees will not be required to take permanent change of assignment that requires an endorsement or certification that is not currently held by the employee. All paraprofessionals and librarians must meet the "state standard" to be hired for or to maintain an assignment which requires it. The District will pay for the cost of one test for an employee who takes an assignment, which requires the PRAXIS test. New employees are responsible for meeting the state standards.

- 4.4.11 Employees will not be requested or required to search a student, a student's possessions, or a student's locker, but may assist the Superintendent or a teacher search a student, a student's possessions, or a student's locker.
- 4.4.12 To the extent allowed by law, employees shall be informed about students who have a special medical need or condition when such students are assigned to the employee for supervision or instruction.

## ARTICLE V - CONDITIONS OF EMPLOYMENT

#### Section 5.1 Work Schedule

5.1.1 Each employee shall be assigned to a definite and regular work schedule which shall not be permanently changed without a forty-eight (48) hour prior notification to the employee.

To avoid reducing the workforce during an emergency or a pandemic, members will fill other roles as assigned without changing their rate of pay.

- 5.1.2 Instructional employees shall be provided with fifteen (15) minutes of paid time per day per class for the purpose of planning instructional activities when the employee(s) is responsible, as agreed upon by the teacher, for both planning and implementation of a lesson(s).
- 5.1.3 On the day before holidays designated on the calendar, spring break and summer break, employees may leave at 1:00 PM without loss of pay or benefits provided that certificated employees are dismissed at 1:00 PM or earlier on those days. Bus drivers may leave after their last run of the day without loss of pay or benefits. Employees whose regular shift ends before 1:00 PM may leave at their usual time.
- 5.1.4 Prior to the end of the school year, employees shall be provided with a written or oral notice of re-employment for the following year that minimally includes the anticipated work assignment(s) and anticipated number of hours per day that the employee will be working.
- 5.1.5 The work year shall be from September 1 through August 31 or a portion thereof.

## Section 5.2 School/Worksite Closure

5.2.1 The Superintendent/designee will notify employees who must report to work when a worksite is closed due to weather conditions or other emergency conditions. If an employee is not required to report to work on such a day and the day will not be made up, they shall have the

option of making up the time if approved by the Superintendent, losing a day of pay or using paid leave.

- 5.2.2 Employees shall be provided with two (2) hours show-up pay or pay for actual time worked, whichever is greater, when there is a closure of their worksite after their normal arrival.
- 5.2.3 If the District does not publish a worksite or school closure prior to an employee's report to work, the employee shall receive a minimum of two (2) hours pay. The employee may be required to work the two (2) hours.

#### Section 5.3 Rest Periods

All employees shall be allowed a rest period of not less than ten (10) minutes on the employer's time for each four (4) hours of working time, scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period. Employees shall be allowed three such breaks if the employee is working a ten-hour day. Breaks shall not be interrupted except in an emergency as determined by the Superintendent.

#### Section 5.4 Meal Periods

- 5.4.1 All employees scheduled to work five (5) or more hours will be provided a minimum duty-free unpaid lunch period of thirty (30) minutes when the employee is free to leave the worksite.
- 5.4.2 All employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forgo a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at his/her regular rate of pay or at the overtime rate, if applicable.
- 5.4.3 If an employee is required to remain at the worksite in the interests of the employer, the employee shall be paid at his/her regular rate of pay for the meal period.

#### Section 5.5 Overtime and Compensatory Time

- 5.5.1 Employees whose regular work week is forty (40) hours shall be paid at the rate of time and one half for all hours worked in excess of forty (40) hours in one week. Employees whose regular work week is less than forty (40) hours shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours per day OR forty (40) hours per week. A week shall be as defined Sunday through Saturday.
- 5.5.2. Overtime must be pre-approved by the employee's immediate supervisor. If driving an after-school activity route causes a driver to have daily overtime, the supervisor may give the run to the next senior employee who bids for it.

#### Section 5.6 Discipline and Discharge

5.6.1 No employee shall be disciplined or discharged without just cause. The specific grounds

forming the basis for disciplinary action will be made available to the employee in writing.

- 5.6.2 The District agrees to follow a policy of progressive discipline. No prior warning shall be necessary if the situation is of an extreme nature demanding immediate action and progressive discipline are not indicated and/or within the District's legal options
- 5.6.3 An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action, and/or at any meeting in which discipline is imposed. When a request for such representation is made, no meeting shall continue nor shall any action be taken with respect to the employee until such representative of the Association has reasonable opportunity to be present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation prior to the imposition of discipline.
- 5.6.4 No disciplinary action more than five (5) years old shall be applied toward future disciplinary actions unless the same offense was committed during the five-year period of time.
- 5.6.5 Any complaint or allegation not called to the attention of the employee within ten (10) days of receipt by the administration or composition by the administration may not be used as the basis for any disciplinary action against the employee.

#### Section 5.7 Layoff and Recall

5.7.1 The number and type of positions to be retained shall be determined by the District. This information will be provided to the Association. In the determination of layoffs, employees shall be laid off in reverse order of seniority within the bargaining unit, provided that employees who are retained must be qualified for a remaining position. Employees shall be deemed qualified for positions that they hold at the time of layoff or that they have held in the preceding thirty-six (36) months and for which their most recent evaluation is satisfactory.

Employees shall not be "bumped" or reduced in seniority ranking by non-bargaining unit employees.

- 5.7.2 In the event the District anticipates a layoff of employees, the Association and the affected employees will be given twenty (20) calendar days written notice prior to the time the layoff would occur.
- 5.7.3 In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list.
- 5.7.4 A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Such employees will only be called to substitute in positions for which the laid off employee is qualified and for which they hold the necessary licenses, if special licensure is required by law.

- 5.7.5 Laid off employees may continue their insurance benefits at no cost to the District by paying the regular monthly group rate premium for such benefits to the District, subject to carrier approval, for up to eighteen (18) months from the date of layoff.
- 5.7.6 Laid off employees shall be placed into a reemployment pool. Reassignment from this pool to existing vacancies for which the employee qualifies (Section 5.7.1) shall be in reverse order of layoff. Recall rights shall not extend beyond eighteen (18) months from the date of layoff. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address.
- 5.7.7 If an employee rejects an offer of recall, the position shall be offered to the individual so laid off with the next greatest seniority. The employee who has rejected the reassignment will remain in the pool. An employee may reject an offer of re-employment only if the position is for a lesser hourly rate of pay or the job title is different than that of the last position held by the employee. Employees who are notified of recall and who don't meet the criteria for rejecting an assignment shall forfeit the right to reemployment if the employee does not accept the offer within (10) calendar days and/or report to work within fifteen (15) calendar days.
- 5.7.8 All benefits to which an employee was entitled at the time of his/her layoff, including unused sick leave, will be restored to the employee upon return to active employment from layoff. The employee will be placed on the appropriate range of the salary schedule on the step that is closest to, but not less than, the hourly rate of pay at the time of the layoff. In addition, an employee rehired after September 1 shall be granted one (1) increment if the employee would have been eligible for incremental movement on the September 1 immediately following the layoff.
- 5.7.9 In no case shall a new employee be hired while there are laid off employees in the re-employment pool who are qualified for a vacant or new position.

Section 5.8 Selection for New and Open Bargaining Unit Positions 5.8.1 The President of the Association will be notified of all bargaining unit openings covered by this Agreement.

Prior to an opening being posted, the Superintendent or his designee shall discuss the opening with the Association President, including but not limited to the Districts plans regarding the opening and the relevant minimum qualifications. The District will then notify bargaining unit members of the opening within three (3) days of this discussion and give an additional five (5)-day opportunity for interested and qualified current bargaining unit members to express interest to the Superintendent. The District will interview and evaluate interested bargaining unit members equally and fairly to best fill the opening to meet the needs of District. If more than one interested member is qualified and qualifications are substantially equal, the most senior bargaining unit member expressing interest shall fill the opening.

5.8.2 If filling an opening with a current bargaining unit member creates a different opening, the

process will be repeated.

5.8.3 If no qualified unit member expresses interest in transferring to the opening within the additional 5 days mentioned in 5.8.1, the District may post the opening to outside applicants.

## Section 5.9 Seniority

- 5.9.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began regular employment in a bargaining unit position or in a position subsequently included in the bargaining unit. Employees who leave the bargaining unit but return to the unit within twelve (12) months shall have their seniority restored, however they shall not accrue seniority for that period of time.
- 5.9.2 The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for just cause, and retirement.
- 5.9.3 Seniority rights shall not be lost but shall not accrue for the following reasons: authorized, unpaid leaves of absence, and involuntary layoff.
- 5.9.4 Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury; paid, authorized absence covered by the leave provision of the agreement; and holidays and vacation
- 5.9.5 By October 1 of each year, the District will print and distribute to all employees and the Association, a seniority list ranking each employee from greatest to least seniority within the bargaining unit.

#### Section 5.10 Addition and Reduction of Hours

- 5.10.1 If hours are increased by thirty (30) minutes or more per day, the hours shall be offered to employees in seniority order who are currently working within the job classification if the employee's schedule can accommodate the increased hours and the addition of hours does not cause the employee to work overtime. It shall be the District's choice whether to post the hours as a new position or offer the hours to existing employees in accordance with this section.
- 5.10.2 If hours are decreased, the least senior employee who is currently working in the job classification shall absorb the reduction.
- 5.10.3 involuntary movement between job classifications or assignments shall not be made if they would cause the employee to work fewer hours or for lesser hourly pay. Involuntary movement shall be based upon bargaining unit seniority with the least senior employee meeting the qualifications for the assignment being involuntarily transferred.

#### Section 5.11 Probationary Employees

5.11.1 All new employees shall be on probation for the first ninety (90) days of employment.

5.11.2 All new employees shall be observed at least once during their first sixty (60) days of employment. The supervisor shall provide written suggestions to help improve performance, if performance does not meet expectations in one or more areas.

## Section 5.12 Provisions for Transportation Employees

- 5.12.1 Route times will be those route times established during the previous school year. Route times will be rounded to the next five (5) minutes. Thereafter, time studies will only be done when routes are added or the Administration believes it to be necessary.
- 5.12.2 Thirty (30) minutes per day shall be allowed for pre-trip and post-trip inspections and shall be paid at the driver's regular rate of pay. Additional time will be paid at the regular rate for events such as breakdowns or other emergencies, washing a bus and inclement weather. Required administrative conferences and student discipline conferences shall be scheduled by the District on a case by case basis and paid at the driver's regular rate of pay. The District will provide or reimburse a driver for one meal (value not to exceed ten dollars) unless approved by the Director of Transportation and Maintenance while the driver is on an extra run that exceeds five (5) hours.
- 5.12.3 Drivers who give up their regular run for an extra trip shall be paid for the regular run at their regular rate of pay if the extra trip is canceled and the driver cannot be notified in time to drive their regular route. The driver will work a full shift by completing other normally assigned tasks within the school. Trips canceled on non-school days or after regular run time will be compensated at a two (2) hour minimum, provided the driver is not notified eight (8) hours in advance of the cancellation. The employee may be required to work the two hours.
- 5.12.4 Overnight Trips. On overnight trips, drivers shall be compensated at their regular hourly rate of pay times twelve (12) hours for each night that they are away, or time actually worked, whichever is more; in addition to pay for any prior runs performed on the day the overnight trip begins. The day following the last night of the overnight trip, the driver will be compensated for actual hours worked. Drivers will be reimbursed for actual expenses for meals or provided meals and will be guaranteed a single room of their own in overnight accommodations approved by the District, unless the employee is chaperoning students. Reimbursement for expenses shall be in accordance with Board Policy 5341(a).
- 5.12.5 Bus Route Selection/Bidding. When the District operates two (2) or more bus routes, route selection and/or bidding shall be as follows:
- a. Regularly Scheduled Daily Routes. All regularly scheduled daily routes shall be posted annually or when the information comes available by the District. Continuing regularly scheduled daily routes shall be assigned to their usual bus driver. Major changes in continuing regularly scheduled routes shall be bid by seniority among employees who are qualified to work as bus drivers.
- b. After School Activities Routes. This route tends to change only with each athletic sport seasons. Prior to each change (or athletic season) this route shall be bid by seniority among employees who are qualified to work as bus drivers.

- c. Newly Added Daily Routes. Newly added daily routes shall be bid by seniority among employees who are qualified to work as bus drivers.
- d. Extra Runs to athletic/academic events, field trips, etc. and Overnight Trips. Such runs shall be offered on a seniority rotation basis to regular drivers. Refusal of a trip places the driver at the bottom of the rotating list. There shall be no retaliation for refusing an extra run. In the event no driver bids on a trip, the trip will be assigned by the Superintendent with the understanding that such assignment may be given to a substitute driver or the maintenance and transportation supervisor.
- 5.12.6 Drivers are subject to mandatory drug and alcohol testing for drivers in accordance with federal laws and regulations. Any discipline referenced in these laws and regulations shall be subject to due process and termination. The District will pay for all costs associated with such mandatory testing but not for costs resulting from failure of tests such as rehabilitation, counseling, etc., unless required by law.
- 5.12.7 School buses shall be used to transport students' to/from all school events when available. (Sporting events, field trips, and after practices, etc.)

## ARTICLE VI - HOLIDAYS AND VACATIONS

## Section 6.1 Paid Holidays

- 6.1.1 Employees shall be compensated at their regular rate of pay for the following holidays that fall within their work year: a. Labor Day b. Veterans Day c. Thanksgiving Day d. the day after Thanksgiving Day e. Christmas Day f. New Year's Day g. Martin Luther King, Jr Birthday h. President's Day i. Memorial Day j. Juneteenth k. Independence Day
- 6.1.2 If a paid holiday falls on the weekend, the holiday will be designated and granted by the District on the Friday preceding or Monday following said holiday. If a holiday falls within an employee's vacation period, the employee shall not have vacation leave deducted for that day.
- 6.1.3 Employees who are required to work on a holiday shall receive their regular rate of pay for the holiday plus one and one-half (1 1/2) their base rate for all hours worked on the holiday.
- 6.1.4 Employees must work the scheduled work day immediately before and immediately after the holiday or be on compensated leave in order to be paid for the holiday.

#### Section 6.2 Vacations

- 6.2.1 Vacation days shall be accrued and utilized during the period from September 1 through August 31.
- 6.2.2 Employees who are scheduled to work two-hundred (200) days or more between September 1st and August 31st shall be granted paid vacation. After ninety (90) days of service, an employee shall be granted 10 (ten) days of vacation. An employee shall be granted an additional day of

vacation after the completion of successive years of service up to twenty- three (23) days.

- 6.2.3 An employee shall earn an additional eight (8) hours of vacation per year after completing fifteen (15) years with the District.
- 6.2.4 Employees may utilize vacation days on any day when students are not present. An employee may utilize a vacation day(s) on a student attendance day only with the permission of the immediate supervisor. An employee will notify the immediate supervisor two (2) work days prior to using a vacation day(s), using a form provided by the District. The immediate supervisor may waive this notification requirement.
- 6.2.5 The District will cash out all unused vacation days each August 31st at the employee's regular rate of pay.

## ARTICLE VII – LEAVES

## Section 7.1 Sick Leave and Emergency

7.1.1 Annually, at the beginning of each school year, employees shall be credited with an allowance of twelve (12) days with full pay to be used for personal absence from work caused by the employee's illness, injury, emergencies or to care for a family member with a health condition that requires treatment or supervision. For the purpose of this section, an emergency is defined as a problem that has been suddenly precipitated or is unplanned, or where pre-planning could not relieve the necessity for the employee's absence.

Sick leave benefits shall be paid on the basis of the regular hourly rate(s) applicable to the employee's normal daily work shift(s). After five (5) consecutive days of illness, the District may require a doctor's certificate or reasonable verification of the illness.

- 7.1.2 Sick leave shall accumulate up to the maximum allowed by law. At the end of each year, the employer will provide each employee with an accounting of his/her accumulated sick leave.
- 7.1.3 Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment. Sick leave accrued in other school employment within Washington State shall be accepted.
- 7.1.4 Sick leave accumulated under this Section may be applied toward an attendance incentive plan in the following manner:
- a. On January of the year following any year in which a minimum of sixty days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the

rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

- b. At the time of separation from school district employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days' accrued leave for illness or injury. Eligible employee means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five and have at least ten years of service under SERS 3; or (c) employees who separate from employment and who are at least age fifty-five and have at least fifteen years of service under SERS 2. Monies received under this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.
- c. All provisions contained herein shall be subject to uniform rules and regulations promulgated by the Superintendent of Public Instruction.
- d. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.
- e. For the purpose of sick leave cash out, the maximum accumulation shall be one-hundred eighty days or the maximum allowed by law.
- 7.1.5 In the event an employee is absent for reasons, which are covered by State Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.
- 7.1.6 An employee who is unable to perform his/her duties because of personal illness, maternity or other disability may, upon request, be granted a leave of absence without pay at the exhaustion of sick leave.

#### Section 7.2 Bereavement Leave

- 7.2.1 Up to a total of five (5) days annual bereavement leave shall be granted to each employee, with pay, for family bereavement. If the employee needs to travel out- of-state the total shall be seven (7) days. Such leave shall not be accumulative nor shall it be reduced from the employee's total accumulated sick leave. Family is defined as: an employee's child, spouse, domestic partner, parent, step-parent, grandparent, grandchild, sibling, parent-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, or uncle.
- 7.2.2 In case of multiple deaths in the immediate family in the same year, requests for up to three (3) additional days leave with pay shall be made to the superintendent for approval.

## Section 7.3 Maternity Disability Leave

7.3.1 Accrued sick leave benefits may be used for the period of actual disability for childbirth and recovery there from.

7.3.2 An employee requesting maternity leave should give written notice to the District at least thirty (30) calendar days prior to the anticipated commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day when the employee will return to work. The employee and her doctor will determine when the start and end of the leave will occur.

7.3.3 In the event sick leave has been exhausted, the employee may be granted a leave of absence.

7.3.4 An employee returning from maternity leave shall be assigned to her previous position or a comparable position. A comparable position shall be a position with the same or similar duties and at least the same hourly rate of pay plus any increases agreed upon during the employee's absence.

#### Section 7.4 Child Rearing Leave

An employee shall be allowed up to one (1) year of unpaid leave for the purpose of child rearing a natural or adopted child. An employee returning from such leave shall be placed in the position last held or in a comparable position.

A comparable position shall be a position with the same or similar duties and at least the same hourly rate of pay plus any increases agreed upon during the employee's absence.

#### Section 7.5 Adoption Leave

Adoption leave with pay shall be granted upon prior application to the District by a parent in order to complete the adoption process. Such leave may be used for court legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours or to obtain physical custody of the child. Such leave shall be deducted from accumulated sick leave.

#### Section 7.6 Judicial Leave and Jury Duty

7.6.1 In the event that an employee is named as a co defendant or witness for the District in a suit brought against the District or a person or entity other than the employee or Association, and such employee is required to appear in court as a result thereof, such employee shall be compensated at the employee's regular hourly rate.

7.6.2 In the event an employee is summoned to serve as a juror, such employee shall receive a normal day's pay for each day of actual presence in court.

## Section 7.7 Military Leave

Employees shall be granted military leaves of absence in accordance with law. While on leave, the employee shall retain all benefits, salary and seniority as though employment had been continuous

in the District. Upon return from leave, the employee shall be placed in the position last held.

## Section 7.8 Paternity Leave

A male employee, upon request, shall be granted up to three (3) days leave with pay on or about the date of the birth of his child. Such leave shall be deducted from accumulated sick leave.

## Section 7.9 Family Illness Leave

The District shall allow each employee compensated leave for illness of family members. Family is defined as an employee's child, stepchild, spouse, parent, stepparent, grandparent, grandchild, aunt, uncle, sibling, parent-in-law or domestic partner. Such leave shall be deducted from sick leave, personal leave or vacation leave, at the option of the employee. The District may require the employee to provide a note from a doctor attesting to the family member's illness.

## Section 7.10 Family and Medical Leave

7.10.1 An eligible employee, whether male or female, shall be granted up to twelve (12) work weeks of family leave during any twelve (12) month period in accordance with the Family and Medical Leave Act. An eligible employee is anyone who was employed by the District for at least 1,250 hours of service during the previous 52 weeks.

#### 7.10.2 The family leave may be taken:

- a. because of the birth of a child and to care for a newborn child.
- b. because of the placement of a child with the employee for adoption or foster care
- c. to care for a child or a spouse or parent who has a serious health condition
- d. because of the employee's own serious health condition.
- 7.10.3 Family leave taken to care for a newborn or newly-adopted child must be completed within twelve (12) months after the birth or adoption. Family leave taken to care for a terminally ill child may be taken only once for any given child. The District may require confirmation by a health care provider of the employee's need for family leave.
- 7.10.4 "Child" is defined as a biological, adopted, or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self-care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- 7.10.5 Employees are entitled to intermittent leave and/or a reduced schedule for illness if such leave is medically necessary.
- 7.10.6 Family and Medical Leave shall be without pay. Health benefits will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the

employee had continued in employment during the leave. However, if the employee fails to return from the leave, the employee must reimburse the District for all premiums paid during the leave, unless the reason the employee does not return is due to the illness of the employee or a family member or circumstances beyond the employee's control.

7.10.7 This family leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.

7.10.8 An employee who plans to take family or medical leave must provide the District with notification at least thirty (30) calendar days in advance. If the leave is not foreseeable, the employee must notify the District no later than the fifth (5th) day of absence that leave is needed and must provide a written request for a family or medical leave at that time.

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

7.10.10 An employee may extend the time on leave up to the limit and under the conditions enumerated in other leave sections of this agreement.

## Section 7.11 Personal Leave

Up to three days of personal leave shall be granted annually to each employee with pay. Personal leave shall accumulate from year to year up to a maximum of five (5) days. Employees shall provide notice to the immediate supervisor forty-eight (48) hours prior to taking personal leave. The supervisor may waive the notice requirement. The District may limit the number of employees taking personal leave on a student attendance day to one (1) employee or ten (10) percent of the bargaining unit, whichever is greater. If more than one employee requests personal leave on the same student attendance day, the first request submitted shall be honored.

## Section 7.12 Association Leave

The District shall grant five (5) days of leave with pay per year to the Association. The Association president shall determine who may use such leave. The president shall notify the superintendent five (5) working days prior to such leave being utilized. The Association will pay substitute costs.

#### Section 7.13 Leave of Absence

7.13.1 An employee may be granted a leave of absence, without pay, for a period not to exceed one (1) year. At the discretion of the Superintendent, a leave of absence may be granted beyond one (1) year.

7.13.2 The returning employee will be assigned to the position occupied before the leave of absence or to a comparable position. A comparable position shall be a position with the same or similar duties and at least the same hourly rate of pay plus any increase agreed upon during the employee's absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this

Agreement. It shall be the responsibility of the employer to inform replacement employees of their replacement status and length of employment limitations.

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

#### Section 7.14 Position Elimination

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

## Section 7.15 Substitutes

Employees shall not be required to arrange for their own substitutes for any type of absence or leave.

## Section 7.16 Leave Sharing

Employees may participate in a Leave Sharing Program established for members of this bargaining unit as outlined under the rules and regulations of the State of Washington. Under the provisions of this program, the District shall receive and process requests noted herein.

## ARTICLE VIII - PERSONNEL FILES AND EVALUATION

#### Section 8.1 Personnel Files

- 8.1.1 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 District expense, of any documents contained therein shall be afforded the employee. Anyone at the employee's request may be present in this review, which shall take place within view of the Superintendent/designee
- 8.1.2 Any derogatory material not shown to an employee within ten (10) days after receipt by the administration or composition by the administration shall not be allowed as evidence in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner shall be kept or placed in the personnel file without the employee's signed acknowledgment and opportunity to attach his/her own comments.
- 8.1.3 A signature does not necessarily mean agreement with the contents of the document; it merely indicates receipt of the document.
- 8.1.4 All materials in the personnel file not necessary for record keeping shall be purged after five (5) years at the request of the employee.

## Section 8.2 Employee Evaluation

If the District decides to formally evaluate employees, the District shall solicit input from the employees concerning the evaluation form to be used. Additionally, the District shall either evaluate all employees or no employees.

- 1.2.1 Evaluations, if used, shall be made annually and shall be signed by the Superintendent. Additional reports and observations other than by the Superintendent used in the evaluation shall be identified as to source on the evaluation form.
- 8.2.2 The employee shall sign the District's copy of the evaluation to indicate that he or she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation. The employee will have the right to attach a written rebuttal to the evaluation form.
- 8.2.3 An employee shall be given a copy of his/her evaluation at least one (1) day before any conference to discuss it. No evaluation shall be submitted to the District office, placed in the employee's file or otherwise acted upon without prior conference with the employee

## ARTICLE IX — GRIEVANCE PROCEDURE

Nothing contained herein shall be construed as limiting the right of an employee to discuss the matter informally with the appropriate supervisor.

#### Section 9.1 Definitions

- A. A grievance is an alleged misinterpretation of, misapplication of, or violation of, the terms and/or provisions of this Agreement.
- B. A grievant shall mean an individual, a group of individuals and/or the Association.
- C. The term "supervisor" shall mean the appropriate administrator. D. The term "days" when used hereinafter shall mean work days. Section 9.2 Procedure for Processing Grievances
- 9.2.1 Immediate Supervisor A. 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, the grievance shall be presented in writing to the immediate supervisor within thirty (30) working days after the occurrence of the grievance or within thirty (30) 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.
- B. The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, provision or provisions of the Agreement alleged to be violated and the remedy (specific relief) requested.

C. 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 within seven (7) working days of receiving the grievance and the answer shall include the reasons upon which the decision was based and all supportive evidence to the grievant(s), Association representative and the Superintendent.

## 9.2.2 Superintendent

A. If no satisfactory settlement is reached in 9.2.1, the grievance may be appealed to 9.2.2, Superintendent, or his/her designated representative within ten (10) working days of receipt of the decision rendered in 9.2.1, unless the Superintendent heard the grievance under 9.2.1.

B. The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within five (5) working days of the receipt of the appeal.

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

## 9.2.3 Arbitration

A. If no satisfactory settlement is reached at 9.2.2, the Association, within fifteen (15) working days of the receipt of the decision may appeal the final decision of the District to the American Arbitration Association for arbitration under its Labor Arbitration Rules. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited herein to make decisions in cases of alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement.

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

#### 9.2.4 Jurisdiction of Arbitrator

A. The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement. B. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law.

Section 9.3 Additional Provisions 9.3.1 Time Limits

- A. Time limits provided in this procedure may be extended by mutual agreement.
- B. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within a specific time limit shall permit the grievant to lodge an appeal at the next step of this procedure.
- C. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.
- D. In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances, will be lodged at the superintendent level of this procedure.
- 9.3.2 A grievant can be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 9.3.3 The District shall not discriminate against any individual employee or the Association for taking action under this Article.
- 9.3.4 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 9.3.5 The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

## ARTICLE X - PROFESSIONAL DEVELOPMENT

Section 10.1 Voluntary Conferences/Workshops/In-service Each employee may be granted up to three (3) days leave per year to attend conferences/workshops/in-service with no reduction in pay, if the Superintendent has approved such attendance in advance. If such activities occur on non-work time, the employee shall be reimbursed at their regular hourly rate of pay for up to eight (8) hours. Overtime will not be paid for attendance at voluntary events. The District shall pay the costs of transportation, housing, meals (if the event lasts for more than one day) and registration fees in accordance with Board Policy 5341(a). At the discretion of the Superintendent, an employee(s) may be provided with additional days.

## Section 10.2 Required Training or Meetings

Any hours of meetings, training, in-service or college courses required by the District will be paid at the employee's regular hourly rate of pay or at the overtime rate, if applicable, for all hours in

attendance including travel time, if the employee is required to travel outside the District. Expenses (travel, food, and lodging) incurred, required fees and tuition will be paid by the District in accordance with Board Policy 5341(a).

10.2.1 The District shall provide CPR training for all classified bargaining unit members when required as a condition of employment.

## ARTICLE XI — BENEFITS AND RETIREMENT

#### Section 11.1 Benefits

- 11.1.1 The District will contribute the full allocation designated by the state to each qualifying bargaining unit member.
- 11.1.2 Through payroll deduction, employees may participate in voluntary insurance plans offered by the District.

#### Section 11.2 Retirement

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

## ARTICLE XII - SALARIES AND EMPLOYEE COMPENSATION

## Section 12.1 Salary Payment

1.1.1. Employees shall be paid on an hourly basis and shall be paid for all hours worked. Each employee shall be paid for hours worked within each of his/her job classification(s) according to his/her individual salary step within that/those job classification(s) as set forth in Appendix A. The time worked within each job classification shall be pre-approved by the superintendent.

If employees work within more than one job classification the employee shall be paid for hours worked at their current step within and at the rate of their current step within that job classification.

- 1.1.2. An employee's base salary (including holiday and vacation pay, stipends, longevity, etc.) shall be paid in twelve (12) equal monthly installments.
- 12.1.3 Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
- 12.1.4 Retroactive pay, where applicable, shall be paid on the first regular pay day following mutual ratification of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XIII, such retroactive pay shall be paid on the first regular pay day following mutual ratification of such schedule, if possible, and in any case not later than the second regular pay day.

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

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

12.1.7 Employees requested to substitute for another employee in a different but higher pay rate job classification than normally worked, for longer than 3 consecutive days shall be paid at the employee's current step within that substitute job classification. If the substitute rate of pay calculates less than that normally received for the same time at their normal work then the employee will be paid at their normal rate of pay.

## Section 12.2 Movement to a Higher Salary Range

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

## Section 12.3 Mileage and Expenses

Any employee required by the Superintendent/designee to return to work on call back or required to use a private vehicle on District business shall be reimbursed for such travel on a per-mile basis at the District approved rate. Any employee who is required to travel outside the North River School District on District business shall be reimbursed for mileage (if a District vehicle is not available), meals and lodging in accordance with Board Policy 5341(a).

## Section 12.4 Reimbursement Policy

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

#### Section 12.5 Payroll Deductions

The District will make payroll deductions for employees as required by law. The District will make employee-voluntary deductions for tax-sheltered annuities, optional insurance programs, Association dues, credit union payments (including savings, etc.), duly registered political action committee contributions, United Way and any other legal deductions requested by the employee.

## Section 12.6 Automatic Payroll Deposit

The District shall deposit payroll checks for employees. This service shall be optional and each employee may select a financial institution.

## Section 12.7 State Annual Inflationary Adjustment

Staff working under this Agreement shall be paid the State annual inflationary adjustment in addition to other bargained increases, if any. For the 2024-25 work year each employee will receive a one thousand dollar (\$1,000) stipend paid in two installments, November 30 and March 30 to employees who are employed by the District on that date. For the 2025-26 and 2026-27 work years the wage schedule shall be increased by the state inflationary adjustment (IPD) plus one and five tenths percent (1.5%).

## Section 12.8 Extra-Curricular Positions and Compensation

- 12.8.1 Head coaches for sports staffed by the District (as of 2024-25, football, basketball and track) shall be compensated five thousand dollars (\$5,000) per full season. If a coach works more or less than a full season, the compensation shall be pro-rated in increments of one (1) week. Assistant coaches shall be compensated three thousand dollars (\$3,000) per season. Stipends shall be adjusted by the annual state inflationary adjustment (IPD) on September 1<sup>st</sup> each year.
- 12.8.2 Coaches who are also responsible for transporting their team to practices and competitions, on vehicles other than school buses, shall be compensated twenty-five dollars (\$25) per hour for time spent driving and waiting. Coaches and the Superintendent shall establish an estimated number of hours per season for this compensation and shall consult if those hours are anticipated to be exceeded.
- 12.8.3 The Athletic Director (AD) shall receive a stipend of one thousand six hundred dollars (\$1,600) base compensation. For every varsity sport over one that the District offers in a year, the AD shall receive an additional eight hundred dollars (\$800) up to a maximum of four thousand dollars (\$4,000) per year.
- 12.8.4 The Associated Student Body (ASB) Advisor shall receive a stipend of four thousand dollars (\$4,000) per year.
- 12.8.6 Coaches are responsible for supervising team members during practices, competitions and travel.

Section 12.9

The Food Service Director shall receive a stipend of four thousand dollars (\$4,000) per year.

ARTICLE XII - TERM AND SEPARABILITY OF PROVISIONS
Section 13.1 Term The term of this Agreement shall be September 1, 2024, to August 31, 2027.

## Section 13.2

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

#### Section 13.3

This Agreement shall be reopened at the agreement of the parties.

Support Professionals Contract September 1, 2021 to August 31, 2024

## SIGNATURE PAGE

Agreement between North River Education Support Professionals WEA/NEA Negotiated Agreement: September 1, 2024 to August 31, 2027 In witness thereof the parties here to have set their hand and their seals.

North River Education Support Professionals

Date 9/26/24

(For the Association)

North River School District

Date

(For the Board)

	- 1	North Ri	ver	Suppor	t Pr	ofession	nals	Contra	ct A	mounts	for	2024-2	5				
		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8	
Job Classification	BASE 0-2 YRS		1.75% 3-4 YRS		1.75% 5-6 YRS		2.00% 7-8 YRS		2.00% 9-10 YRS		2.00% 11-12 YRS		2.25% 13-14 YRS		2.25% 15 YRS		
									編								
Office Coordinator	\$	21.60	\$	21.96	\$	23.78	\$	24.27	ŝ	24.76	Ś	25.27	\$	27.60	Ś	29.94	
Bus Drivers	\$	30.20	\$	30.74	\$	31.29	\$	31.93	\$	32.58	\$	33.25	Ś	34.01	\$	34.80	
Head Cook	\$	26.43	\$	28.31	\$	27.38	\$	27.93	\$	28.49	\$	29.05	\$	29.70	\$	30.36	
Support Professionals	25000			avais and the							EDECK C	en de del	500				
Para Professionals	\$	22.89	\$	23.27	\$	23.69	\$	24.17	s	24.67	\$	25.18	\$	25.76	\$	26.35	
Cooks Asstistant	\$	22.89	\$	23.27	\$	23.69	\$	24.17	\$	24.67	\$	25.18	\$	25.76	\$	26.35	
Custodian	\$	23.98	\$	24.41	\$	24.85	\$	25.35	\$	25.87	\$	26.40	\$	26.94	\$	27.64	
Maintenance	\$	23.98	\$	24.41	\$	24.85	\$	25.35	\$	25.87	\$	26.40	\$	26.94	S	27.64	