

Collective Bargaining Agreement

between the

RENTON SCHOOL DISTRICT

and the

**RENTON EDUCATION
SUPPORT PROFESSIONALS
WEA/NEA**

September 1, 2005 to August 31, 2008

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**RENTON SCHOOL DISTRICT
AND THE
RENTON EDUCATION SUPPORT PROFESSIONALS**

2005-2008

PREAMBLE

It is the intent and purpose of the parties hereto to promote and improve the productivity and efficiency of the services provided by the employees of the District. Both parties enter into this Agreement mutually agreeing that their object is to work for the good and welfare of the students and the community which supports their services. This Agreement is intended to establish a basic understanding relative to personnel matters, including wages, hours and working conditions and to provide means for amicable discussions of mutual concerns regarding these subjects.

ARTICLE I

RECOGNITION AND AGREEMENTS

1.1 Parties to Contract

This Agreement is entered into this 1st day of September, 2005 by and between the Renton School District No. 403 (**District**) and the Renton Education Support Professionals/Washington Education Association/National Education Association (**Association**) representing the staff of the Renton School District No.403 as listed in Section 1.2 Recognition.

1.2 Recognition

The District recognizes the Renton Education Support Professionals/Washington Education Association/National Education Association to be the sole and exclusive bargaining agent for all full-time and regular part-time and hourly office-clerical and aide employees of the District in classifications which include, but are not necessarily limited to, Hourly Assistant, Staff Assistant, Staff Specialist, Program Specialist, Administrative Assistant and Administrative Specialist, excluding confidential employees, supervisors, casual employees, students, and all other employees of the District. The District recognizes the Association is responsible for representing the interests of all bargaining unit employees, pursuant to the law, Chapter 41.56 RCW, Public Employees Collective Bargaining Act and SB 2408.

1.3 Position Descriptions

- 1.3.1 There will be a current position description on file in Human Resources for each position covered by the Contract. This description shall include specified skills needed and training requirements for the position.
- 1.3.2 Upon request of the Association President, the District will provide the Association President with position descriptions for any employees subject to this Contract. The District will provide the Association President with such amendments, changes and additions to position descriptions as they occur.
- 1.3.3 Under normal circumstances, position descriptions given with work assignment forms will not be significantly changed during a given work year. Any significant changes in the position descriptions of employee classification covered by this Contract during the course of the year shall necessitate consultation with the Association and the possible negotiation of the salary for that position or classification.

1.4 Status of the Agreement

Where there is a conflict between the Collective Bargaining Agreement and any resolution, rule, policy, or regulation of this District, the terms of the Collective Bargaining Agreement shall prevail.

ARTICLE II

RIGHTS OF THE EMPLOYER

- 2.1 The Association recognizes the District's inherent and traditional right to manage their respective business, as has been their practice in the past. The Association recognizes the right of the District to hire, suspend, transfer, promote, demote, or discipline its employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to layoff, terminate and otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this Agreement; the right to establish and change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new, improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting time and the number of hours to be worked; and the right to reasonably make and amend such rules and regulations as it may deem necessary for the conduct of its business, and to require their observance. The exercise of these legally authorized rights, authorities, duties and responsibilities by the Board and Superintendent and the adoption of policies under relevant and applicable

statutes shall be limited only by the specific and expressed terms of this Contract and District policy.

ARTICLE III

RIGHTS OF EMPLOYEES

- 3.1 Employees shall have the right, freely and without fear of penalty or reprisal, to join and assist the Association, as provided for in RCW 41.56.
- 3.2 Employees shall have the right to bring matters of personal concern to the attention of Association Representatives, **PROVIDED** that, it is further understood employees shall have the right to file a grievance without the intervention of the Association, as long as the Association has the opportunity to be part of the meeting(s) in which the adjustment is made and the adjustment is not in conflict with this Contract.
- 3.3 Employees have a right to have a representative present at any meetings with District officials that the employee reasonably believes to be disciplinary in nature.
- 3.4 The District shall ensure that adequate and appropriate administrative machinery exists to deal with employee/student disciplinary problems which may arise concerning employees subject to this Contract. The employee shall have a right to a fair conference if he/she is involved in an employee/student/parent disciplinary problem. Such conference shall afford the employee a full and complete investigation of the facts involved. If, as a result, further conferences which might result in discipline to the employee are scheduled, the employee shall have the right to Association representation.
- 3.5 Any department, building or office having its own operating procedures, rules and regulations shall make them available to employees in that section before they are implemented.
- 3.6 Neither the District, nor the Association, shall knowingly discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, national origin, place of residence, or marital status or because of a sensory, mental, or physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the handicapped person or others, or other extraneous factors. The Association and the District recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Plan insofar as such plan does not conflict with other provisions of this Agreement. The parties further agree that the purpose of the plan is for achieving equality in employment practices wherever it may be lacking in compliance with the letter and spirit of the law. The Affirmative Action Plan will be applied in modifying the composition of the future work forces in the District.

Present employees will not be discharged to achieve employment goals. Hiring policies will be adapted to ensure equal employee opportunities. Only qualified personnel will be considered for any position.

- 3.7** Consistent with the Statutes and the Constitution of the State of Washington and the Constitution of the United States, employees have full rights of citizenship. The exercise of these rights shall not be grounds for disciplining or discriminating against the employee.
- 3.8** It is appropriate for employees to exercise full political rights and responsibilities outside their working hours. The Board encourages employees of the District to use and be active in the use of their political rights in their free time.
- 3.9** No employee will be requested or required to dispense or administer medication unless in accordance with state law and after having received instruction/training from the appropriate personnel. Training time will be paid at the employee's regular hourly rate of pay or at the overtime rate if applicable. Employees will not be requested or required to perform other specialized medical procedures without having received prior appropriate training or without having the necessary certification or license to perform the procedure. No employee hired prior to November 13, 1994 will be required to receive instruction/training in medically invasive procedures. Employees hired after November 13, 1994 under position openings which list duties and/or training in medically invasive procedures may be required to undergo such training and perform such duties at any time following their hiring.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

4.1 Non-Interference

The District agrees that it will not interfere with the rights of personnel to become members of the Association and will not of itself or by any of its agents discriminate against, interfere with or coerce any member for membership in the Association.

4.2 Representation of Employees

The Association has the right and responsibility to represent the interest of all employees in the unit; to present its views to the District on matters of mutual concern; to consult or to be consulted with respect to wages, hours, working conditions, and practices relative to employees in this bargaining unit; and to enter collective negotiations with the object of reaching a Contract.

4.3 Grievance Representation

The Association shall promptly be notified by the District of any grievances concerning any employee covered by this Contract in accordance with the provisions of the discharge and grievance procedure articles contained herein. The Association is entitled to have an observer at any meeting at which the grievant is present conducted by District officials arising out of grievances and, if appropriate, to make known the Association's views. A representative of the Association shall be afforded the time to investigate grievances during the regular working hours as long as the work in the department, office or building is not unduly disturbed.

4.4 Association Leaves

The Association shall be granted a combined total of forty (40) days' (each day defined as individual employee's regular work day) leave per year with pay to attend conferences, conventions, workshops, and other meetings of the local, State, and/or National Association, **PROVIDED** that no member shall take more than ten (10) days total per year nor more than five (5) consecutive days for any one conference, **EXCEPT** that the President shall be eligible to take up to twenty (20) days per year. Prior notification of absence for Association business must be made by the Association to the District. Separate arrangements will be made with the immediate supervisor to deal with work coverage during their absence and/or make up of the work missed. The Association President shall determine which members will be allowed to use Association leave.

4.5 Exchange of Information:

- 4.5.1 The District shall, upon request, furnish to the Association, for the purpose of carrying out its responsibility of representing employees, documents of a public nature as provided by law.
- 4.5.2 The District also agrees to furnish the Association with information which may be necessary for the Association to process grievance(s) on behalf of employee(s).
- 4.5.3 The Association and District agree that both requests for information and compliance therewith will be made in a timely manner.
- 4.5.4 The Association shall furnish to the District, prior to October 1, the names of its elected officers.
- 4.5.5 The District shall send to the membership chairperson of the Association the monthly Board agendas, which will contain changes in employment status of employees covered by this Contract; i.e., new hires, transfers, promotions, demotions, terminations, and a quarterly total list of current employees for this bargaining unit.

4.6 Building Access

The Association Representatives shall have access to the District premises during business hours, **PROVIDED** that no conferences or meetings between employees and Association representatives will hamper or obstruct the normal flow of work. The District agrees to allow the Association access to District buildings for Association meetings to transact Association business, **PROVIDED** such use does not interfere with previously scheduled building activities and is done in compliance with procedures regulating use of District facilities.

4.7 Bulletin Boards

The District will, upon request, make available suitable space at a central place(s) of each building complex for the exclusive use of the Association for posting notices of its meetings, elections, recreational and social affairs, reports of Association and rules committees, and rules and policies of the Association.

4.8 Mailings

The Association shall be permitted use of the employees' mail boxes, **PROVIDED** the handling at building levels of all such mail shall: (1) be by Association representatives; 2) be of no additional cost to the District; (3) be handled in a routine manner. A copy of each such "bulk mailing" shall be placed on the Administration Center bulletin board.

The Association agrees to make every attempt to assure that materials distributed at the work sites will be responsible and will reflect general standards of good taste.

4.9 Distribution of Agreement

The District agrees to print and distribute, free of cost to the Association and its members, an Association sanctioned version of this Agreement to all employees covered by this Agreement. Distribution will be within thirty (30) days of the ratification of this Agreement. A copy of the Agreement will be given to newly hired employees at the time of sign on. Any changes in the Agreement shall be handled in the same manner. Twenty-five (25) copies of this Agreement and any amendments will be sent to the president of the Association within ten (10) days after its printing.

4.10 Orientation

At the time of new employee sign-on, the District will provide each new employee with a packet of information regarding the Association. The District will not be responsible to explain or respond to questions regarding such Association information, and will direct new employees to the Association for further

elaboration regarding the packet of information. The Association will furnish the District with sufficient copies of the packet of information. The District accepts no responsibility for the contents of the packet of information.

4.11 Meetings

If an Association representative(s) requests to represent an employee(s) during working hours, the District will work to accommodate that request without loss of time or pay to the employee(s) when mutually agreed upon meetings are scheduled during the work day.

4.12 Calendar

The District will not adopt a planning calendar without first providing an opportunity for Association input. The Association will receive copies of any initial proposed calendars distributed to the community or any employee group.

ARTICLE V

HOURS OF WORK AND WORK RULES

5.1 Definition of Employees

- 5.1.1 Full Time Employee is defined as a person employed in a position that is scheduled for eight (8) hours per day for two-hundred-sixty (260) days. The position may be designated temporary due to leave provisions or District program and funding considerations, but is anticipated and scheduled at least forty-five (45) consecutive work days.
- 5.1.2 Regular Employee is defined as a person employed in a position that is scheduled daily for fewer than eight (8) hours per day and/or fewer than two-hundred sixty (260) days in a regularly scheduled position. The position may be designated temporary due to leave provisions or District program and funding considerations, but is anticipated and scheduled for at least forty-five (45) consecutive work days. If a position is scheduled for fewer than forty-five (45) consecutive work days and is filled with a substitute, the substitute status may be extended for forty-five (45) days beyond by mutual agreement of the District and the Association.
- 5.1.3 Additional assignment is defined as additional hours of bargaining unit work which may be made available to any category of employee which shall be compensated for and may cause the employee's benefit level to be adjusted as applicable under Agreement provisions. The additional assignment may be designated temporary due to leave provisions or District program / funding considerations.

5.2 Work Assignment Forms

- 5.2.1 Each employee shall receive a work assignment form which shall include salary schedule placement, hourly rate of pay, anticipated number of hours per day, and anticipated number of days per year. Where appropriate, the work assignment form shall also include salary and benefit FTE, as well as seniority, vacation, and holiday information.
- 5.2.2 Employees whose assignments change due to additional assignments during the year will be notified of such changes in writing and will verify such changes by signature.
- 5.2.3 Employees shall not be required to work any hours without appropriate pay.

5.3 Monthly Salary Installments

- 5.3.1 All employees as defined in Article V, Section 5.1, with an initial assignment totaling a position FTE of .383 (approximately four (4) hours per day/180 days) or greater will receive payment in twelve (12) equal monthly installments. All employees with an initial assignment totaling a position FTE of .382 or less will receive payment in ten (10) equal monthly installments.
- 5.3.2 Monthly salary installments will be determined by the employee's total position FTE at the beginning of the employee's work year. Salary installments for changes in assignments will follow the initial determination as stated in clause 5.3.1. Changes in assignments (additions or reductions) will be made in equal installments for the months remaining in the initial assignment.
- 5.3.3 Employees who have additional assignments may be paid monthly for additional hours worked.

5.4 Overtime

- 5.4.1 Any time worked, approved by the immediate supervisor, in excess of eight (8) hours per day or forty (40) hours per week will be considered overtime to be paid at the rate of time and one-half per hour, EXCEPT that, in some, the District and the Association may bargain an altered work week consisting of four (4) ten (10) hour work days and such ten (10) hour work days will not be considered overtime nor paid at overtime rates.

- 5.4.2 Any time worked, approved by the immediate supervisor, in excess of forty-eight (48) hours per week will be paid at two (2) times the employee's regular rate. Work performed on a holiday will be paid at two and a half (2 1/2) times the employee's regular rate (inclusive of their holiday pay).
- 5.4.3 At the option of the employee and if arranged prior to the assignment, compensatory time may be taken in lieu of authorized overtime payment, in accordance with the provisions of applicable state and federal law and in accordance with established Renton School District procedures.
- 5.4.4 The Association and the District will jointly develop a means by which District employees will be informed of their rights and responsibilities to report time worked accurately.

5.5 Work Day/Work Week

- 5.5.1 The workday shall be in accordance with the work assignment form of the individual employee position as noted in Clause 5.2.1.
- 5.5.2 Employees as noted in Clause 5.2.1 shall be assigned to a definite shift with designated time of beginning and ending. All employees shall be notified of hours and work assignments as soon as decisions have been made by the District.
- 5.5.3 All employees shall be allowed a rest period of not less than fifteen (15) 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.
- 5.5.4 All employees entitled to a lunch period in accordance with applicable law will be provided a minimum duty free lunch period of thirty (30) minutes.
- 5.5.5 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 forego 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 overtime rates.

5.5.6 Normal Work Week

The normal work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; **PROVIDED**, if absolutely necessary, however, the District may assign an employee to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest. Each full time and regular employee shall be assigned to a definite and regular shift and work week, which shall not be changed without reasonable notice to the employee, **EXCEPT** in emergencies.

5.5.7 In the event of unusual school closures:

5.5.7.1 Those days will be considered work days for persons employed two hundred ten (210) or more days.

5.5.7.2 Those days will not be considered workdays for persons employed for one hundred eighty (180) days or less but the days declared as make-up will be workdays.

5.5.7.3 District needs and related special closure circumstances will determine whether the days will be considered work days for employees who work less than two hundred ten (210) days but more than one hundred eighty (180) days. Employees will be given written information regarding school closure and their work schedules no later than October 1.

5.5.7.4 Delayed opening due to inclement weather will have no impact on regularly scheduled working hours for any employees. Employees will be notified of any special Renton School District procedures regarding delayed openings or early dismissal.

5.5.7.5 Every reasonable attempt to report to work during emergency conditions shall be made by employees. HOWEVER, when schools are closed during emergency conditions, the 260-day employees who are unable to report to work may, in consultation with their supervisors, choose to account for missed time through use of vacation leave, time made up in the future, an altered work week or use of compensatory time.

5.6 Selection and Assignment

- 5.6.1 The District shall publish, for a minimum of ten (10) working days, the availability of open positions covered by this bargaining unit by sending the openings to every District facility. Such posting will be done in a timely manner and will list the relevant minimum requirements for the position. A copy of the job posting will be forwarded to the president of the Association.
- 5.6.2 Selection of candidates for open positions shall be determined with consideration being given to seniority, test scores, recommendations, experience and evaluations. Special consideration will be given to employees covered by this bargaining unit who are qualified for open positions and who complete timely application for open positions within the bargaining unit.
- 5.6.3 If an employee in the District who is seeking a promotion is passed over, he/she will, upon request, receive a written notification of the reasons why he/she did not receive the position.
- 5.6.4 This section shall not supersede the management right to hire applicants from outside the District whose qualifications are demonstrably superior to all applicants from within the District or when such hiring is directly related to implementing the District's Affirmative Action Plan.
- 5.6.5 Employees that have been promoted or voluntarily transferred shall be required to serve a sixty (60) work day probationary period. The employee will receive the pay rate for the position during the probationary period. In the event the requirements for the new position are not met, or the supervisor or the employee feels a personality conflict may exist, the employee may be or may request to be returned to his/her original position, or the next available similar position and/or classification and pay. The employee will continue to serve in the new position and will receive the pay rate for that position until he/she is returned to the original or similar position.
- 5.6.6 For the purpose of this section and Sections 5.10 and 10.3, seniority shall be based on length of continuous service in full time and regular positions covered by this bargaining unit (excluding substitute services).
- 5.6.7 All employees shall be notified of hours and work assignments as soon as decisions have been made by the District. Every effort will be made to notify employees as early as possible.

5.7 Initial Placement on the Salary Schedule

- 5.7.1 Employees new to the unit will be placed on the first step of the salary schedule.
- 5.7.2 The conditions or factors for placement on the salary schedule will be explained to employees before hiring and assignment.
- 5.7.3 Former bargaining unit employees who return to the bargaining unit within two (2) years shall maintain their step on the salary schedule, sick leave, vacation, seniority, and certificate credit. A former bargaining unit member who remains with the District shall maintain sick leave, vacation, and certificate credit, and shall be grandfathered at his/her current salary.

5.8 Certificates

- 5.8.1 District employees presently holding any NAEOP Professional Standards certificates, the District Standard certificate, the District Advanced certificate or the Instructional Aide certificate, or portion thereof, as of July 1, 1976 and being paid for same will continue to receive payment as previously provided (grandfathered).

5.9 Voluntary Transfers

- 5.9.1 Application in response to a specific vacancy, as posted, may be submitted to the Personnel Department within the time limits as included in the posting.
- 5.9.2 Employees who have submitted applications for transfer in response to a specific, published vacancy will be considered along with the other applicants for any appropriate vacancy, **PROVIDED** the applicant's experience and qualifications meet the requirements of the position. Also, seniority will be considered in filling published vacancies.
- 5.9.3 Employees reassignment and transfers will be dependent upon, but not limited to, the needs of the District, and: (a) seniority; (b) related work experience; (c) training; (d) demonstrated ability; (e) flexibility of qualifications; and (f) evaluations.

5.10 Involuntary Transfer

- 5.10.1 Involuntary transfers may be of short or long term duration and are responsive to such circumstances as: enrollment changes; program termination and situations requiring remedial action; and other similar conditions that might be considered "emergency situations."
- 5.10.2 Employees may be assigned outside their experience or training but the evaluation of their performance in the new position shall clearly so indicate.
- 5.10.3 If the employee is involuntarily transferred to a classification position of lower pay, he/she shall be placed on the step closest to but not less than the rate of pay the employee was receiving at the time of transfer. If the employee's salary exceeds the salary of the new classification, he/she will be grandfathered at his/her current salary.
- 5.10.4 If a position is eliminated, causing an employee to be involuntarily transferred, and then the position is restored, the employee who held the position will be given the first opportunity to hold that position, **PROVIDED** the exact position is restored, the position is restored within twelve (12) months of its elimination, and the employee's evaluations have been satisfactory.
- 5.10.5 If an employee is required to assume the full work responsibilities in a classification position of higher pay and the employee works in that position for over three (3) consecutive days, he/she shall receive the pay equal to that which he/she would normally receive in the higher classification and it will be retroactive to the first day.

5.11 Assignment of Additional Hours

If additional hours are assigned to a specific program or position type in a building, employees in a like position whose schedule can accommodate the additional hours will be offered the additional hours in order of their seniority. If no employee in a like position can or will accept the additional hours, the hours first will be offered in seniority order to other employees at the worksite whose schedule can accommodate the assignment and who are qualified for the assignment as determined by the District. If hours designated to specific positions or position types in a building are reduced, the least senior employee(s) shall be the first to be affected unless such reduction is due to District reduction-in-force or layoff which would be implemented under the provisions of Section 10.6. Additional or new positions to a facility will be handled under the provisions of Section 5.7.

ARTICLE VI

HOLIDAYS

6.1 Employees are eligible to be paid for up to fourteen (14) of the following holidays:

All 219-246 day contract employees shall receive the following paid holidays:

1. Labor Day
2. Veterans' Day
3. Thanksgiving Day
4. The day after Thanksgiving Day
5. The day before or after Christmas Day*
6. Christmas Day
7. The day before or after New Year's Day*
8. New Year's Day
9. The legally designated day for Martin Luther King Jr's birthday
10. The legally designated day for President's Day
11. The Monday or the Friday of Spring Vacation*
12. Memorial Day
13. The day before or after Independence Day*
14. Independence Day.

If a paid holiday falls on the weekend the holiday will be designated and granted on the Friday preceding or Monday following said holiday.

*The selection of the Monday or Friday of Spring Break, the "day before or the day after" and the selection of the preceding or following day in lieu of a holiday shall be left to the District.

All 203-214 day contract employees shall receive the following paid holidays: 1-12, 14

All 186-202 day contract employees shall receive the following paid holidays: 1-12

All 180-185 day contract employees shall receive the following paid holidays: 1-6, 8-12

Less than 180 day contract employees: The number of paid holidays is determined by the number of contract days per year the employee is scheduled to work (position factor). The position factor formula is as follows:

260 days minus 14 holidays minus 21 vacation days = 225 days

The days worked per year divided by 225 day = position factor

Example: Employee works Mondays, Wednesdays and Fridays based on 180 day work schedule. Total work days = 105. 105 (work days) divided by 225 = .467 (position factor). .467 (position factor) x 11 (holidays based on 180 day work schedule) = 7 paid holidays.

6.2 The number of paid holidays for which an employee is eligible is determined by the number of days per year the employee is scheduled to work (position factor). The position factor formula is as follows:

260 days minus 14 holidays minus 21 vacation days = 225 days

The days worked per year divided by 225 days = position factor

Days Per Year	Position Factor	Number of Paid Holidays
180	.80	11
185	.82	11
188	.83	12
190	.84	12
195	.86	12
200	.88	12
205	.91	13
210	.93	13
220	.97	14
226	1.00	14
260	1.00	14

6.3 Employees who are required to work on the above holidays shall receive two-and-one-half times the employee's regular rate for all hours worked on such holidays.

6.4 Should a holiday occur while an employee is on vacation, the employee shall not be charged a vacation day for that holiday.

ARTICLE VII

VACATIONS

7.1 Each employee will receive paid vacation days based upon the employee's years of employment with a qualifying school district and the employee's position factor as defined in Section 6.2. Each employee is eligible for paid vacation up to the following maximums:

- A. Ten (10) days annual vacation up to and including the fourth (4th) full year of employment.
- B. Fifteen (15) days annual vacation beginning with the fifth (5th) full year of employment.
- C. Twenty (20) days annual vacation beginning with the tenth (10th) full year of employment.
- D. Twenty-one (21) days annual vacation beginning on the employee's fifteenth (15th)

anniversary date.

- 7.2** The number of paid vacation days for which an employee is eligible is determined by the number of days per year the employer is scheduled to work (position factor) times the maximum available vacation days appropriate to the employee's years of employment.

PAID VACATION CHART

Days Per Year	Position Factor	10	15	20	21
180	.80	8	12	16	17
185	.82	8	12	16	17
188	.83	8	12	17	17
190	.84	8	13	17	18
195	.86	9	13	17	18
200	.88	9	13	18	19
205	.91	9	14	18	19
210	.93	9	14	19	20
220	.97	10	15	19	20
226	1.00	10	15	20	21
260	1.00	10	15	20	21

- 7.3** Full time employees' vacations will be taken at a time that is mutually agreed on between the employee and the immediate supervisor.
- 7.4** Any employee who is discharged or who terminates employment shall receive payment for accrued vacation credit with their final pay check; **PROVIDED** they have given two (2) weeks notice of intent to terminate. Any full-time employee leaving the employment of the District, who has completed the probation period, will receive vacation not to exceed 240 hours, **PROVIDED** sufficient notice has been given.

ARTICLE VIII

LEAVES

8.1 Temporary Leaves of Absence

Any employee who anticipates the necessity for taking a temporary leave of absence shall make proper application and notify the building principal or immediate supervisor as soon as possible.

8.1.1 Death in the Immediate Family

- 8.1.1.1 Up to and including five (5) days leave with pay, including travel time, shall be allowed for bereavement leave for each occurrence of a death in the employee's immediate

family, or the immediate family of her/his spouse, which includes spouse, children, mother, father, sister, brother. Two (2) days bereavement leave with pay will be allowed in the case of the death of grandparents and grandchildren or those of his or her spouse, or anyone who is living with or considered part of the family.

8.1.1.2 In special cases, the Office of the Superintendent may extend the definition of immediate family and/or grant extra days.

8.1.2 Emergency-Hardship Leave

Six (6) days-emergency leave per year, non-cumulative year to year, will be available upon request for each employee without loss of pay (deductible from annual sick leave). Upon written request to the Office of the Superintendent, employees may be granted additional emergency leave days with pay. Additional days will be granted: (1) if the situation is as defined in this Section; (2) if the employee has sufficient sick leave balance to cover the requested days; and (3) if such request is timely and follows the regularly established absence reporting procedures.

8.1.2.1 Situations for which emergency hardship leave is used must be an emergency-hardship situation suddenly precipitated and must be of such a nature that preplanning and rescheduling is not possible, or such a nature that preplanning could not eliminate the need for such leave.

8.1.2.2 This leave may be used for any personal reasons of emergency-hardship nature including illness or injury in the family.

8.1.2.3 Weather conditions for local travel to and from school shall not be considered as a valid reason for an emergency-hardship leave.

8.1.2.4 Emergency-hardship leave for purposes of illness in the immediate family, legal affairs, business affairs and/or funerals not covered by bereavement leave should be cleared through the department supervisor and then reported on the usual absentee report.

8.1.2.5 Emergency-hardship leave for other or unusual circumstances should be cleared through the department supervisor and then reported on the usual absentee report for final approval by the Personnel Department.

8.1.2.6 Employees with special hardship situations may be granted additional emergency-hardship leave by the Superintendent, with full pay deductions.

8.1.3 Attendance at the Legislature

Upon specific request of a Washington State Legislative Committee or the Association for an employee's attendance at the Legislature, the employee shall notify the Human Resources. Such leave shall be in accordance with RCW 41.56.220 as amended by Chapter 174, Laws of Washington 1969 Extraordinary Session.

8.1.4 Jury Duty

8.1.4.1 An employee who loses time from her/his assigned duties because of jury duty, shall be paid for such time lost at her/his normal rate of pay. The District will be reimbursed by the employee the amount of jury duty fees paid the employee less any mileage and/or jury duty related expenses paid.

8.1.4.2 The employee shall furnish the Office of the Superintendent with a written statement from the Court showing the days of jury service and the amount of jury service fees he/she was eligible to receive for each day.

8.1.4.3 The employee will report for work when released from jury duty.

8.1.5 Subpoena Leave

8.1.5.1 The employee will be granted subpoena leave as may be required by the subpoena, and shall be paid her/his regular salary less any compensation received from her/his services, excluding transportation and per diem expenses.

EXCEPT when the employee is the plaintiff or defendant in such action, unless named as plaintiff or defendant while in the performance of his/her duties.

8.1.5.2 The Office of the Superintendent may extend the definition and intent of the subpoena leave policy on an individual basis.

8.1.6 Personal Convenience Leave

8.1.6.1 In order to reduce disruption to educational operations, two

days of personal convenience leave in total may be used and shall be limited to two occurrences. Any day used, whether in part or in whole, constitutes one occurrence. Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities.

8.1.6.2 A personal convenience leave day may be used at the discretion of the employee **EXCEPT** the day or days requested may not be used to extend vacation periods or holidays during the employee's work year, or be on the first or last day of the District's students' instructional year or on a student registration day. In addition, employees are urged to not use this leave for days in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program. Requests for special consideration for usage of days noted herein will be considered if they are received by the Office of the Superintendent at least five (5) days prior to the day being requested. The Office of the Superintendent will consider the supporting reasons offered by the employee in determining whether the day in question will be granted. The general criteria for such exception will be whether supporting reasons indicate a serious need worthy of granting release from contractual responsibilities.

8.1.6.3 An employee planning to use a personal convenience leave day or days will normally notify his/her supervisor at least two (2) days in advance. The cost to the employee will be the number of hours used for leave times \$9.00 per hour for each occurrence.

8.2 Maternity Leave, Maternity Resignation

The District shall grant leave of absence for pregnant employees who wish to return to active employment within a reasonable length of time after childbirth. Employees choosing to resign for reasons of pregnancy may use accrued sick leave benefits. Maternity leave shall be approved by the Office of the Superintendent subject to the following:

8.2.1 Request for maternity leave shall be made in writing to the Board through the Office of the Superintendent as early as possible. The exact date the leave is to begin and end will be determined jointly by the employee and the Office of the Superintendent.

- 8.2.2 Accrued sick leave benefits may be used when the employee is unable to report for duty due to miscarriage, abortion, childbirth and recovery therefrom.
- 8.2.3 Such leave shall commence when the employee is no longer capable of performing the duties of her job and concludes when she is capable of resuming those duties.
- 8.2.4 Upon returning, the employee will be assigned to the position held before the leave or to an equivalent position with at least equivalent compensation.
- 8.2.5 A shorter or longer leave than specified will be granted if the employee submits such a request in writing, supported by her personal physician's statement that the employee's health justified the request, or if the employee and the District agree to a longer leave to their mutual advantage. If, at the time specified for return to active employment, the employee is unable to return because of medical complications, as supported by her physician's affidavit, additional leave will be granted to the extent necessary.
- 8.2.6 While on maternity leave, the employee may request an earlier return to active employment than indicated. Details of such a return would be worked out with the Office of the Superintendent.
- 8.2.7 At least two (2) weeks prior to the agreed-upon ending date of the leave, the employee shall notify the Office of the Superintendent of her intent to: (1) return to duty; (2) request extension of leave; (3) resign.
- 8.2.8 Leaves granted for periods beyond those covered by allowable accrued sick leave will be granted without pay.
- 8.2.9 Employees granted leave under this provision of the Agreement will be subject to the same staff reductions and reassignment provisions as other employees during the duration of such leave.

8.3 Sick Leave

- 8.3.1 Accumulated sick leave is transferable to and from districts within the State, as provided under RCW 28A.400.300.
- 8.3.2 All employees hired for one hundred eighty (180) days or more will receive twelve- (12) days sick leave each year. (**NOTE:** six-[6] days emergency leave inclusive.)

- 8.3.3 All employees hired for less than one hundred eighty (180) days will receive to the nearest hour a prorated portion of twelve (12) days as the total number of days employed bears to one hundred eighty (180) days.
- 8.3.4 Each employee shall be credited in advance with the sick leave allowance at the beginning of each school year or at the beginning of employment.
- 8.3.5 Sick leave provided and not taken shall accumulate from year to year up to a maximum allowed by law. Such accumulated time may be taken at any time during the school year or up to twelve (12) days per year may be used for the purpose of payments of unused sick leave. Employees having accumulated more than 180 days shall be allowed to use those days as prescribed by SPI rules, regulations, or guidelines.
- 8.3.6 In January of the year following any year which a minimum of sixty (60) 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 days for every one 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 day per month.
- 8.3.7 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 full days' accrued leave for illness or injury. Eligible employee means (a) employee's 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 fifty-five and have at least fifteen years of service under SERS 2, as provided under WAC Ch. 392-136 & RCW 41.32.010, as amended (Ch. 231, Laws of 2000).
- 8.3.8 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.

- 8.3.9 A doctor's certificate is needed for sick leave absences lasting more than five (5) consecutive days.
- 8.3.10 For each day's absence beyond accumulated sick leave days, a deduction of a full day's salary will be made.
- 8.3.11 When other arrangements cannot be made, employees may use sick leave for dental and medical appointments.
- 8.3.12 Pursuant to RCW 49.12.270, the employee is allowed to use any or all the employee's sick leave or other paid time off to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned. The employee taking leave under the circumstances described in this section must comply with the terms of the collective bargaining agreement applicable to the leave, except for any terms relating to the choice of leave.

8.4 Leave Sharing

- 8.4.1 Employees of the Renton School District may participate in the Renton School District Leave Sharing Program. Under the provisions of this program, the District shall receive and process requests noted herein.
- 8.4.2 An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.
 - 8.4.2.1 An employee who has an accrued sick leave balance of more than sixty (60) days may request a transfer of a specified amount of sick leave to another employee. In no event may such an employee request a transfer of more than six (6) days of sick leave during the twelve (12) month period of September 1 through August 31, or request a transfer that would result in his or her sick leave account going below four hundred eighty (480) hours.
 - 8.4.2.2 An employee who accrues vacation leave and who has an accrued vacation leave balance of more than ten (10) days may instead, if he/she prefers, request a transfer of a specified amount of vacation leave to another employee. In no event may such an employee request a transfer that would result in his or her vacation leave account going

below ten (10) days.

- 8.4.3 Employees volunteering to participate in this program will fill out a "Request to Transfer Sick/Vacation Leave" form and submit it to the District. Days shall be converted to hours.
- 8.4.4 An employee who receives leave must be in a position in which sick and/or vacation leave can be used and accrued. An employee shall be entitled to receive leave under this Section if the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment. Such employee, or his or her legal representative, must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- 8.4.5 An employee needing leave days shall submit a "Request to Receive Sick/Vacation Leave from Co-Workers" form to the District. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours.
- 8.4.6 An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, her/his sick leave and or vacation leave. The employee must have abided by District policies regarding the use of sick and/or vacation leave, and must not be eligible for time loss compensation under Chapter 51.32 RCW.
- 8.4.7 The amount of leave which an employee may receive shall be based on employee request and/or her/his personal physician's judgment; **HOWEVER**, an employee shall not receive a total of more than one contractual year's worth of leave, or 260 days, whichever is fewer. An employee who requests to receive sick or vacation leave must have a signed leave on file with the Personnel Department for a time period not less than the amount of leave transfer requested.
- 8.4.8 While an employee is on leave, he or she shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick or vacation leave.
- 8.4.9 Transfer of leave shall not exceed the donating employee's requested amount.

- 8.4.10 All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.
- 8.4.11 The "Request to Transfer Sick/Vacation Leave" forms shall be accepted by the District in the order received. When the maximum number of leave days is reached, the remaining forms shall be returned to the employees.
- 8.4.12 The value of the leave transferred shall be based upon the leave value of the person receiving the leave.
- 8.4.13 Any leave transferred which remains unused on August 31 of each year shall be returned at its original value to the employee or employees who donated the unused leave.

8.5 Other Leaves of Absence

- 8.5.1 Upon written request by the employee and the recommendation of the Superintendent, leave of absence may be granted to any employee for purposes of: (a) illness, (b) family emergency, (c) military service, or (d) education.
- 8.5.2 Leave of absence of any employee on leave for reasons other than military service will terminate at the end of one year in which no service has been rendered.
- 8.5.3 **EXCEPT** for military service, there shall be no other employment while on leave without prior approval of the Superintendent.
- 8.5.4 The District will state, in writing, the terms of the leave of absence. The returning employee will be assigned to the position occupied before the leave of absence or to a position substantially equal in duties and compensation. Employees filling positions of employees on leave of absence will be assigned to such positions 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 District to inform replacement employees of these provisions. This provision does not apply to leaves of short duration for which the District presently hires substitutes.
- 8.5.5 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. **HOWEVER**, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; **PROVIDED**, that if such leave is approved for extended illness or injury, seniority shall accrue.

8.6 Family Medical Leave

8.6.1 An eligible employee, whether male or female, may request up to twelve (12) work weeks of family medical leave during any twelve (12) month period. An eligible employee is anyone who was employed by the District for at least 1,250 hours of service during the previous 52 weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits. The District will inform the employee of eligibility upon receipt of a request for a family medical leave.

8.6.2 Definitions

- A. **"Parent"** is defined as the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
- B. **"Child"** is defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability.
- C. **"Spouse"** is defined as a husband or wife, as the case may be.
- D. **"Serious health condition"** is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
- E. **"Health care provider"** is defined as a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices, or any other person determined by the Secretary of Labor to be capable of providing health care services.
- F. **"Reduced leave schedule"** is defined as a leave schedule that reduces the usual number of hours per workweek or hours per workday, of an employee.

8.6.3 The family medical leave may be taken:

- A. because of the birth of a child and to care for a newborn child;
OR

- B. because of the placement of a child with the employee for adoption or foster care; **OR**
- C. to care for a child or a spouse or parent who has a serious health condition; **OR**
- D. because of the employee's own serious health condition.

If both parents of the child are employed by the District, they together are entitled to a total of twelve (12) weeks of family medical leave for the care of the child, and leave may be granted for this purpose to only one parent at a time.

8.6.4 Family medical leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. The District may require confirmation by a health care provider of the employee's need for family leave.

8.6.5 Leave taken under 8.6.3 A. or B. above shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the District agree. Leave taken under 8.6.3 C. or D. may be taken intermittently or on a reduced leave schedule when medically necessary. If an employee requests intermittent leave, or leave on a reduced leave schedule that is foreseeable based on a planned medical treatment, the District may require such employee to transfer temporarily to an available alternative position offered by the District for which the employee is qualified and that has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular position of the employee. The taking of intermittent or reduced leave shall reduce the total leave allowed an employee only by the actual amount of leave taken.

8.6.6 The family medical leave shall be without pay for all or part of the leave. The District may require the employee, or the employee may opt, to substitute and use his/her total accumulation of paid sick and/or vacation leave to which he or she is otherwise entitled during family medical leave. Health benefits provided under any group health plan 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:

- A. The continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under this Section 4.11; the District may require medical certification within

thirty (30) days.

- B. Other circumstances beyond the employee's control, such as transfer of a spouse to a job location more than seventy-five (75) miles away, another relative other than immediate family member has a serious health condition and the employee is needed to provide care, or the employee is laid off while on leave.

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

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

8.6.9 Upon returning from family medical 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.

8.6.10 Any employee who works principally in an instructional capacity who would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, may be required to take leave for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.

8.6.11 If, during the life of this agreement, the District grants greater Family Medical Leave benefits to any other employee group than those contained in this Section 8.6, the District will grant such greater benefits to this employee group.

ARTICLE IX

ON-THE-JOB INJURY

9.1 General

9.1.1 The District is a self-insured employer and pays all costs of industrial insurance, including compensation payments and medical costs in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The basic concept is that an employee must be paid compensation when the time lost as a result of an on-the-job

injury or illness will result in loss of income.

- 9.1.2 A worker is entitled to workers' compensation if he/she has sought medical attention and is not cleared by a physician to return to work within three (3) calendar days following an on-the-job injury or illness. Under R.C.W. 51.32.090, no compensation is paid for the first three (3) calendar days when a worker returns to work within fourteen (14) consecutive calendar days. When a worker returns on the fifteenth (15th) or subsequent consecutive calendar day following an on-the-job injury, the worker will be paid compensation for the first three (3) days following the on-the-job injury.
- 9.1.3 In addition to the minimum compensation required by law, beginning on the day of the injury, the District will allocate forty (40%) of a day's sick leave for every regularly scheduled work day the employee receives worker's compensation until such accumulated sick leave is exhausted, **EXCEPT** that calendared holidays will be paid as holiday pay.
- 9.1.4 An employee may choose, in writing, to forgo the use of sick leave as provided in Clause 9.1.3 and, instead, receive worker's compensation only in compliance with Industrial Insurance Laws of the State of Washington.
- 9.1.5 The District reserves the right to assign an alternate work assignment in coordination with and on the approval of the individual's physician or a District selected physician in cases of partial or temporary disability
- 9.1.6 After sixty (60) days the District reserves the right to require independent medical evaluations by physicians of the District's choice and at the District's expense for employees claiming on-the-job injury.

9.2 Absence Due to Injury

- 9.2.1 After the exhaustion of accumulated sick leave, the employee will be eligible for workers' compensation under the provisions of the Industrial Insurance Laws of the State of Washington. Until the employee qualifies for a disability under the Industrial Insurance Laws of the State of Washington or for up to one (1) year following the date of the injury, whichever is first, the employee will remain eligible for District benefits with eligibility for insurance benefits being contingent upon insurance policy provisions.

9.2.2 Absence from work for medical treatment only does not qualify for compensation under the Industrial Insurance Laws of the State of Washington. Employees may use accumulated sick leave to cover absences for medical treatment. The District will pay all medical costs covered by the provisions of the law.

9.3 Procedures

9.3.1 The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with District and State insurance procedures. One part of the form must be taken to the physician who treats the employee for the injury.

9.3.2 The employee must notify Personnel of any absence beyond the day the injury occurred.

9.3.3 The employee must have a physician's written authorization to return to work.

9.3.4 The employee shall meet the requirements of the District and of the Industrial Insurance Laws of the State of Washington for receiving medical treatment and/or workers' compensation.

9.3.5 The employee shall return to light or regular duty when authorized to do so by a physician in accordance with the Industrial Insurance Laws of the State of Washington and with the concurrence of the District. Upon the return to work, workers' compensation benefits for absence due to injury on-the-job shall cease. Medical treatment benefits may continue in accordance with the Industrial Insurance Laws of the State of Washington.

ARTICLE X

HIRE DATE, PROBATION, SENIORITY, AND LAYOFF

10.1 Seniority Date

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began employment in a bargaining unit position or in a position subsequently included in this bargaining unit (hereinafter "seniority date") unless such seniority shall be lost as hereinafter provided.

10.2 Probation

- 10.2.1 A probationary period for all new employees of ninety (90) calendar days will be required. If an employee's conduct, proficiency and fitness are judged to be satisfactory by the evaluating supervisor during the probationary period, the employee will be given regular status. The termination provision of ARTICLE XI does not apply to probationary employees. The probationer may be discharged during the probationary period in the event of his/her demonstrated inability to cope with or perform the assigned duties as identified in his/her job description, or for being unproductive, or for misconduct.
- 10.2.2 Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement, with seniority retroactive to the hire date. All applicable rights and benefits as described elsewhere in this Agreement shall apply to probationary employees.

10.3 Seniority Rights

- 10.3.1 The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for justifiable cause, and retirement.
- 10.3.2 Seniority rights shall not be lost but shall not accrue for the following reasons: authorized, unpaid leaves of absence, and involuntary layoff.
- 10.3.3 Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury (up to one year); paid, authorized absence covered by the leave provision of the bargaining agreement (authorized absence due to extended illness or medical disability); and holidays and vacations.

10.4 Career Ladder Promotions

- 10.4.1 It shall be a goal of the District to provide members of this bargaining unit with the opportunity to advance to more responsible positions.
- 10.4.2 Information both general and specific relative to training and skill requirements for District positions will be available in Human Resources for interested employees.
- 10.4.3 Upon properly identified completion of training requirements for a particular position, an employee who has demonstrated quality performance over a year or more shall receive priority consideration for promotion.

10.4.4 Quality performance refers to the employee's rating on the District's annual evaluation form.

10.5 Classification and Reclassification

10.5.1 For the purpose of this Agreement, "**Classification**" refers to the vertical arrangement of employee categories (**Classes**) based on the duties, responsibilities, skills and proficiencies for each position.

10.5.2 The purpose of these "**Classes**" is to provide reasonable wage differentials between employee categories based on assigned duties, responsibilities, skills and proficiencies.

10.5.3 Employees may apply for reclassification once in each twelve (12) month period, or more often if job responsibilities are substantially altered. Any employee, at his/her option, may have an Association representative present at a reclassification review.

10.5.4 At the request of the Association President, the District will provide annual inservice to employees regarding the classification system used by the District.

10.6 Reduction in Force/Layoff

This section establishes the procedure covering official school board authorized reduction in force/layoff of employees due to lack of funds, reorganization or curtailment of work wherein the District establishes that a number of employee positions covered by this Contract need to be eliminated. The District will consult with the Association prior to the implementation of this section.

10.6.1 The number and type of positions to be retained shall be determined by the District. This information will be provided the Association.

10.6.2 The District will determine what positions will be retained. The District will establish seniority lists as defined in Section 10.1 within each of the seven- (7) classifications. For procedural purposes the District will group and contact individuals, giving consideration to days and hours worked and the general type of work being performed. Senior employees in each classification who are interested in available positions and who are qualified for the position(s) will be retained regardless of their previous assignment.

10.6.2.1 Senior employees who are affected by situations noted in 10.6 will be notified personally by the Personnel Department. Such notification shall be confirmed in writing. The Personnel Department will also notify those least

senior employees in each of the classifications affected in the same manner. Senior employees will be assigned to positions vacated by the least senior employees or may elect to wait to request assignment to the next available open position for which they are qualified. In any case, the senior employee will have the opportunity to accept or reject the assignment to the position of the least senior employee in that specific classification. The Association will be provided with a list of all employees who received notice as required by this paragraph.

- 10.6.2.2 Employees within each classification shall be allowed to bump the least senior employees of each classification. Employees shall be allowed to bump into lower classifications of employment if they have proper qualifications for the work to be performed.
- 10.6.2.3 No employee shall be able to bump into a higher classification.
- 10.6.2.4 **EXCEPTION** to Paragraph 10.6.2.1 through Paragraph 10.6.2.3 is that at the time of RIF eight percent (8%) of the total positions in the unit may be filled at the District's discretion irrespective of seniority.
- 10.6.2.5 At least thirty (30) calendar days prior to the first effective date of layoff, the District shall notify the Association of positions which have been designated as protected eight percent (8%) and shall, upon written request, furnish the Association updated seniority lists for each of the seven (7) general classifications.
- 10.6.2.6 **EXCEPT** in emergency situations (i.e., cessation of funding) every effort will be made to notify affected employees and the Association of impending layoffs at least thirty (30) days prior to the first layoff.
- 10.6.2.7 Layoff Notice

Should the District decide to lay off any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year, or as soon as possible.

- 10.6.3 Those employees not initially retained shall be placed in a re-employment pool.

- 10.6.3.1 Employees placed in the re-employment pool shall be listed in seven groups by order of seniority in the bargaining unit.
- 10.6.3.2 For the purpose of this section seniority shall be based on length of service in the bargaining unit (Section 10.1), excluding substitute time. **HOWEVER**, employees who were bargaining unit members on August 31, 1989, shall be allowed to retain seniority credit for service in a non-bargaining unit position.
- 10.6.3.3 In cases where seniority is equal, employees will be chosen by lot.
- 10.6.3.4 The most senior employee will be offered the first open position for which he/she qualifies. Qualifies means they have the necessary training and/or experience required in order to successfully carry out all the job responsibilities of the position.
- 10.6.3.5 If the most senior employee in the pool does not qualify for the position, or does not desire to take it, the next most senior employee that does qualify will be offered the position.
- 10.6.3.6 Employees may turn down two (2) position offerings for which they qualify before being removed from the re-employment pool, **PROVIDED** that such employee is offered a position substantially equal to that held prior to layoff.
- 10.6.3.7 Employees will remain in the re-employment pool for a period of two (2) years from date of layoff, **EXCEPT** as stated in subsection 10.6.3.6 above.
- 10.6.3.8 A laid-off employee shall, upon application, and at his/her option, be placed on the substitute list.
- 10.6.3.9 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. The employee will be placed on the appropriate range of the salary schedule, on the step that is closest to, but not less than, the hourly rate of pay at the time of layoff; **PROVIDED** that no employee shall be placed above the top step of the appropriate range.

10.6.3.10 In case of persons not re-employed by September 1 of the following school year, 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.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

11.1 Disciplinary Code

The District shall follow due process and progressive discipline in its discipline of employees covered by this agreement. Although each personal situation merits individual investigation of the facts and circumstances, every effort will be made by the District to establish and maintain consistency and uniformity in discipline of employees.

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. 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. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

11.2 District shall have the right to discipline or discharge an employee for justifiable cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against such employee concerning work or conduct within ten (10) working days from the date the District demonstrably had knowledge of such alleged violation and, if such warning is not given to the employee and sent to the Association within ten (10) working days of such alleged violation, the warning notice shall be null and void.

11.2.1 Warning notices will be considered collectively, not individually. Any employee receiving three (3) written warning notices within a twelve-(12) month period shall be subject to disciplinary action up to and including termination. Upon written request by the employee, warning notices shall be removed from Personnel files twelve (12) months from the date of notice if there have been no further notices for a six (6) month period.

11.2.2 No prior warning notice shall be necessary if the cause for discharge of suspension is theft, intoxication related to employment, sleeping on

the job, recklessness or unauthorized use of vehicles. In addition, no prior warning shall be necessary if there are circumstances where the situation is of an extreme nature demanding immediate action; therefore, progressive discipline or action is not indicated and/or within the District's legal options. An employee shall be entitled to receive a written statement of the reasons for suspension or discharge and/or a hearing upon request.

- 11.2.3 Warning notices shall not be required for employees subject to a plan of improvement for performance related reasons.
- 11.3 An employee shall be entitled to receive a written statement of the reasons for suspension or discharge and/or a hearing upon request.
- 11.4 The discipline of an employee will be handled as discretely as the situation warrants and is possible under the circumstances.
- 11.5 The employer agrees to give at least two (2) weeks notice of intent to terminate an employee, and each employee shall give the employer at least two (2) weeks notices of his/her intentions to resign. Failure of the employee to give such notice shall not constitute a breach of contract by the Association. Failure of the District to give such notice shall constitute a breach of contract. Employees who do not give two (2) weeks notice of intent to quit shall forfeit vacation benefits.

ARTICLE XII

PERSONNEL RECORDS AND EVALUATION

12.1 Personnel Records

- 12.1.1 A master or official file shall be maintained for each employee of the District in the Human Resources or other officially designated place.
- 12.1.2 Building files, as required and when properly noted in the employee's master file, may be kept by the employee's immediate supervisor. These files are considered confidential and only open to the immediate supervisor and the employee. Such building files will be maintained according to the following guidelines:
 - 12.1.2.1 Materials which might form the basis for disciplinary action, reprimand, warning or other adverse effect must be either discarded or placed in the Official Personnel file within one (1) year of the date on which the incident occurred. The employee will be notified as any such materials are placed in the official file.

- 12.1.2.2 If derogatory material is not placed in the official file and retained beyond the one (1) year period in the working file, such material shall at the employee's request be taken from the file and destroyed.
- 12.1.3 The employee's personnel file shall be open for inspection by that employee, accompanied by another person of the employee's own choosing, if desired, to allow the opportunity to review evaluations and other records regarding his/her employment with the District. The employee has the right to add information in explanation of materials already in the file.
- 12.1.4 An employee who feels the confidentiality of information contained in his/her personnel file has been violated and is prepared to present evidence and/or testimony substantiating such an allegation, may seek redress through the Superintendent or may pursue the matter formally through the grievance procedure.
- 12.1.5 No derogatory material shall be placed in the official personnel file without the employee's knowledge. The employee may attach comments to such material.

12.2 Evaluations

- 12.2.1 The primary purpose of evaluation shall be to help the employee assess his/her job performance in order to provide the highest quality of services for the students and community.
- 12.2.2 At the beginning of each school year an employee may request, in writing, that the supervisor review the job responsibilities. Such a review will take place within thirty (30) days of the date of the request.
- 12.2.3 New employees will be evaluated by their supervisor at least once during the probationary period. The supervisor will discuss this evaluation with the employee and will inform the employee of his/her recommendation regarding continued employment with the District. A satisfactory probationary evaluation is required for continued employment.
- 12.2.4 Employees who work more than sixty (60) days per year will be evaluated by their supervisor at least once during a Contract year. Employees may receive additional informal evaluations during the year reflecting continuing job performance. Employees whose work performance has been determined to be marginal in meeting District expectation standards will be so advised in writing in the interest of gaining an acceptable adjustment. The evaluation of employees is

scheduled to be completed prior to the anticipated end of the employee's work year.

- 12.2.5 If an employee receives an evaluation indicating that his/her job performance is unsatisfactory, the employee may request, in writing, that the supervisor arrange a conference to clarify job expectations. The employee may have an Association representative at the conference.
- 12.2.6 Employee evaluations will be used as one element in determining discipline, discharge, transfer and promotion.
- 12.2.7 Any changes to the District's adopted evaluation forms will be presented to the Association for its recommendations before implementation.

ARTICLE XIII INSURANCE BENEFITS

13.1 Medical, Dental, Life Insurance Benefits

13.1.1 Allocation

For 2005-2006, the District shall pass through the state insurance benefit allocation of \$629.07 per month per 1.0 FTE. In addition, the District shall locally fund the HCA retiree subsidy charge of \$48.42 per month per 1.0 FTE on behalf of the employee, which would otherwise be deducted from the state allocation.

For 2006-2007, the District shall pass through the state insurance benefit allocation of \$679.39 per month per 1.0 FTE. In addition, the District shall locally fund the HCA retiree subsidy charge of \$55.73 per month per 1.0 FTE on behalf of the employee, which would otherwise be deducted from the state allocation.

- 13.1.2 For purposes of calculating the insurance dollars available per month per employee and in response to the partial funding increase provided under the concept of 1440 benefits for less-than-full-time employees, all eligible employees participating in District approved insurance plans will receive prorated benefits based upon their FTE status. To accomplish this, the District will multiply the amount granted in Article XIII, Section 13.1, Clause 13.1.1 above by one and one-hundred fifty-two thousandths (1.152) rounded to the nearest cent. The result will be multiplied by the employee's FTE, not to exceed the amount granted in Article XIII, Section 13.1, Clause 13.1.1 above.

- A. **1.000 FTE:** The required dental and life program premiums will be deducted first and the remainder can be applied to salary/disability and/or medical. Should optional benefits be permitted, any remaining monies can be applied to salary/disability.
- B. **.570 FTE through .999 FTE:** The required dental and life program premiums will be deducted first and the remainder can be applied to salary/disability and/or medical. Should optional benefits be permitted, any remaining monies can be applied to salary/disability.
- C. **.001 FTE through .569 FTE:** This prorated amount may be used for medical insurance only as provided under insurance carrier provisions. Should optional benefits be permitted, any remaining monies can be applied to salary/disability.

NOTE: FTE calculation for less than full time employees includes holidays and vacations as noted in Articles VI and VII.

13.1.3 The District and the Association recognize that the monthly provision may not be fully utilized due to some employees selecting less coverage than would be paid by the District. **THEREFORE**, the District will identify the unutilized portion and distribute such amount, if any, on an FTE basis, to employees whose coverage exceeds the District contribution (pooling). The unutilized portion shall be computed by the District based upon the payroll for October, with adjustments made for changes in employee participation in group insurance programs. The new maximum monthly provision will be implemented beginning with the November payroll and continue through the October payroll, **PROVIDED** that in no case shall an employee receive more than the amount necessary to pay for District insurance programs selected by the employee. The District will provide contributions for optional benefit plans, in addition to basic benefits, only if:

- A. Each full-time employee included in the District's pooling arrangement is offered basic benefits, including coverage for dependents, without a payroll deduction for premium charge(s);
- B. Each full-time employee included in the pooling arrangement, regardless of the number of dependents receiving basic coverage, receives the same additional District contribution for other coverage or optional benefits; and
- C. For part-time employees included in the pooling arrangement,

participation in optional benefit plans shall be governed by the same eligibility criteria and/or proration of District contributions used for allocation for basic benefits.

Pursuant to RCW 28A.400.275, the parties agree to abide by state laws relating to school district employee benefits. The parties acknowledge that the above insurance agreement is for a term of one year, renewable for the second year and third year of this Agreement.

- 13.1.4 The District will make available to employees, at their option, an Internal Revenue Service Code Section 125 flexible benefits plan. The plan will be established, administered, and communicated to employees by the District without cost to the employees.
- 13.1.5 It is agreed that in the event of inability of an employee to work because of illness or a non-occupational accident, the District will continue monthly medical, hospital and dental insurance payments for eligible employees for a period of three (3) months following expiration of sick leave, and if the employee desires to continue the benefit of this Health and Welfare plan he/she may do so by making the required payments to the District. In either event the employee must actually be incapacitated from work by such illness or non-occupational accident and shall, in fact, not be working elsewhere. (This benefit may not be added to paid benefits offered under Section 8.6 Family Medical Leave.)
- 13.1.6 Any employee who is on authorized unpaid leave may continue his/her term life and accidental death plan via direct monthly payments to the District, if acceptable to the insurance carrier. Employees on such leave must make written arrangements with the Payroll Department.
- 13.1.7 Any employee who is on layoff status shall be allowed to continue his/her participation in District medical and/or dental programs via direct monthly payments to the District, to the extent provided by law and permitted by the insurance carrier(s). Such employees must make written arrangements with the Payroll Department.

13.2 Tax Sheltered Annuities

The District shall make a program available to employees for the purchase of tax sheltered annuities. Upon receipt of an employee's properly executed application to participate in such a program, the District shall purchase such annuities and deduct the cost of purchasing them from such employee's salary within the time limits prescribed by the District.

13.3 Liability Coverage

The District shall provide, on a fully paid basis, liability insurance for each employee in case of suit arising from or in the performance of his/her duties. Coverage for the present year shall be at a minimum of \$500,000.

13.4 Hold Harmless Policy

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 under the provisions of the District's liability policy, **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 the employee's willful negligence, violation of law, or criminal act as determined by a court of law.

ARTICLE XIV

INSERVICE AND VOCATIONAL TRAINING

14.1 The District and the Association recognize the quality of the District's educational program and services can be enhanced by employee inservice and vocational training. In the mutual interest of the District and employees of this bargaining unit, the District shall budget funds for the purposes of inservice training and vocational training as noted herein.

The amount budgeted for each year of this Agreement is \$18,000 **EXCEPT** that should there not be a successful passage of a Maintenance and Operations levy, (or should the District's levy capacity fall below 24.93 percent) the parties agree to renegotiate. In developing both general procedures and specific authorizations for the allocation of these funds, the District will work with and seek input from designated representatives of the Association.

14.2 It is anticipated that time will be set aside during the school year and during the regular workday for inservice training. Inservice opportunities will be available to employees in each year. Times set for such training shall be mutually agreed to by the District and the Association. The number and type of inservice activities offered will be mutually determined and may vary annually, depending on the needs of the District and the interests of employees and of the Association.

14.3 Inservice activities may be established for individuals, specific groups of individuals or for all employees covered by this agreement. Such activities may be required or may be voluntary. Specific subjects for voluntary inservice training will be jointly developed by the District and the Association. Types of activities may include: attending recognized vocational courses, purchasing job related training books, establishing appropriate courses within the District, purchasing

recognized vocational courses or other activities which would be of mutual benefit to the employee(s) and the District. Professional training materials purchased with inservice funds become the property of the employee; professional training materials purchased with departmental funds remain the property of the District.

- 14.4** Any fees or registration costs for required inservice will be paid by the District. Any hours of inservice required by the District will be paid for by the District at the employee's regular rate, or at the employee's overtime rate if appropriate, unless inservice is scheduled during the employee's regularly scheduled work hours, in which case the employee will receive his/her regular pay rate.
- 14.5** Employees may be required to participate in scheduled inservice activities on teacher workdays when students are not present. Employees may decline to participate in any inservice not required by the District.
- 14.6** First Aid/CPR training will be paid by the district for those classified staff in positions required to have such training. RESP employees in positions that are not required to have First Aid and/or CPR training may voluntarily take such training and be compensated from the RESP training funds up to the amount allocated in Section 14.1 above.
- 14.7** The District and the Association will develop procedures and criteria which will increase the Association's involvement in both the planning for and authorization of specific inservice opportunities. Such increased involvement and authority could affect up to twenty-five percent (25%) of the training funds allocated in Section 14.1 of the Agreement.

14.8 Stipends

14.8 Effective September 1, 2006, the stipend program set forth in Section 14.8.1 through Section 14.8.5 shall end as of August 31, 2006. Employees who have earned stipends through August 31, 2006, shall continue to be paid at the earned stipend(s) for the duration of their employment in the unit.

Effective September 1, 2006, a new Renton School District Training Hours Program shall take effect.

A joint committee of District and RESP representatives shall meet during 2005-2006 to develop procedures and guidelines for the RESP Training Hours Program. The parties have agreed that qualified job or career relevant trainings that occur during non-work or other unpaid time are eligible for training hour payment of \$10.00 per hour, up to an individual maximum of \$850 per year (85 training hours).

For 2007-2008, the individual maximum amount shall be increased to \$1,000 per year (100 training hours).

The joint committee shall report to the RESP/RSD bargaining team its guidelines and procedures by May 16, 2006, for negotiation and implementation for the 2006-2007 year.

14.8.1 The District shall recognize and acknowledge approved training through payment of training stipends. Such stipend, when awarded, will continue to be paid on an annual basis. Employees who earn and submit verification from training programs approved by the Personnel Department will be paid an annual stipend under the procedures noted herein. Such payment will begin the year following the year in which stipend submission is made to the Personnel Department. Actual documentation and verification must be received by the Personnel Department no later than August 10 of one contract year for payment beginning in September of the following contract year.

14.8.2 Renton School District stipend of one hundred (\$100) may be earned by any full time, regular or irregularly scheduled employee. Three (3) college credits or thirty (30) hours earned in an approved training program qualify for one (1) stipend of one hundred dollars (\$100). Employees are individually responsible for obtaining and keeping course or training documentation and submitting such documentation to the Personnel Department when such hours have been completed. Notification and application must be timely as noted herein, in order to receive timely payment. Credit and payment will not be given for duplicate training or training not relevant to the individual employee's specific responsibilities or individual professional growth, unless special circumstances result in District authorization for such repeat training.

NOTE:

Hours of Renton School District training for district-wide fiscal-personnel and student data base information systems and First-Aid/CPR received during normal work hours or for which an employee is paid are specifically excluded from the stipend program.

- 14.8.3 A stipend of one hundred (\$100) will be paid annually to each qualifying employee who has earned and submits transcript verification of a Bachelor's degree. An additional stipend of one hundred (\$100) will be paid annually in recognition of a Master's degree.
- 14.8.4 Current employees who, prior to September 1, 1989, were receiving annual stipends will continue to be paid the grandfathered amount of the stipend earned. Stipends will not be prorated. If the requirements for these stipends cannot be documented or verified, they will each count as one (1) stipend, regardless of the amount being paid to any individual employee.
- 14.8.5 Employees will be paid for a maximum of seven (7) stipends. Should there not be a successful passage of a Maintenance and Operations levy, or should the District's levy capacity fall below 24.93 percent, the District may elect to reduce the number of certificates for which it will pay a certificate stipend to six (6).

ARTICLE XV

ASSOCIATION MEMBERSHIP AND CHECKOFF

- 15.1 Each employee subject to the Agreement who, on the effective date of this Agreement, is a member of the Association in good standing, shall, as a condition of employment, maintain membership in the Association in good standing during the period of the Agreement.
- 15.2 All employees subject to this Agreement who are not members of the Association on the effective date of the provisions of this section, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this section, shall as a condition of employment become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.
- 15.3 The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. **THEREFORE**, as an alternative to and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association shall pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues. This service charge

shall be collected by the District in the same manner as monthly dues, upon written request from the Association.

- 15.4** No employee will be terminated by the District for non-payment of the regular monthly dues unless the Association first has notified the employee by letter explaining that the employee is delinquent in formally authorizing the District to make continuous monthly payroll deduction for either dues or a representation fees, and warning him/her that unless such authorization is tendered within thirty (30) calendar days he/she will be reported to the Office of the Superintendent for termination. The Association will furnish the Office of the Superintendent with a copy of the letter sent to the employee and notice that the employee has not complied with the request for authorization. Such notices shall be sent to the employee and the employer at the same time.
- 15.5** At the time of the sign on for employment, the District will inform new hires of the terms and conditions of this section.
- 15.6** Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. Disagreement as to a religious objection and/or a charitable organization will be referred to the Public Employment Relations Commission (PERC).
- 15.7** The District shall deduct Association dues or service charges from the pay of any employee who authorizes such deduction in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Association on a monthly basis.
- 15.7.1 The deduction of membership dues or representation fees shall be made monthly from regular pay warrants. The District agrees to remit monthly all monies so deducted to the Association accompanied by a list of members from whose pay the deductions have been made.

ARTICLE XVI

GRIEVANCE PROCEDURE

16.1 Scope

The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of employee grievances and disputes over:

- 16.1.1 The interpretation and application of this Agreement.

16.1.2 The interpretation and application of specific written District Policy, Rules and Regulations.

16.1.3 Grievance Defined

A grievance is an alleged violation or misapplication of a specific article or section of this Agreement or an alleged violation or misapplication of a specific written District Policy, Rule or Regulation.

16.1.4 Grievant Defined

A grievant is an individual employee represented by the bargaining unit. When appropriate, the District and the Association may agree to consolidate the grievances of two (2) or more grievants and process them as one (1) grievance.

16.1.5 Resolutions

Employees may request confirmation and/or signature by appropriate Association officials prior to the implementation of grievance resolution.

16.1.6 The grievant(s) shall have the right to Association representation at all steps of this procedure and/or at any related meetings at which the grievant(s) is present.

16.2. Grievance Steps

16.2.1 Informal Discussion(s):

The employee's concerns will be presented orally by the employee to the appropriate supervisor. Every effort shall be made by all concerned in an informal manner to develop an understanding of the facts and the issues in order to create a climate which will lead to resolution of the problem. If the employee is not satisfied with the informal discussion(s) relative to the matter in question, he/she may proceed to the formal grievance procedure STEP ONE.

16.2.2 **Step One**

An employee shall commence the grievance procedure by filing a written grievance with the appropriate supervisor. If there is a question as to the appropriate supervisor, the Personnel Department will make a determination. A written grievance must be submitted within fifteen (15) working days of the date that the employee first had actual knowledge of the grievable act, and must contain, at a

minimum, the following data:

- A. The nature of the grievance;
- B. The sections of this Agreement or District rule/policy allegedly violated;
- C. The specific remedy sought.

Grievances must be signed and dated by the grievant. Within ten (10) working days receipt of the written grievance, the immediate supervisor shall provide the grievant with a written answer.

16.2.3 **Step Two**

If the grievance is not resolved to the employee's satisfaction at Step One, the grievant may, within ten (10) working days after the last day the supervisor has to respond in Step One, submit the grievance to the Superintendent or designee. Within ten (10) working days receipt of the written grievance, the Superintendent or designee shall conduct a hearing to investigate and review the grievance. If the grievance involves a charge of discrimination, the Superintendent may extend the timelines at this level up to ten (10) working days. Both the grievant and the Association shall be notified of the date, time, and place of the hearing. The employee shall be entitled to Union representation at the hearing. Within ten (10) working days after the hearing, the Superintendent or designee shall provide the grievant with a written answer and explanation thereof, based on the data gathered at that hearing.

16.2.4 **Step Three-A**

If the grievance is not resolved at Step Two, the Association may, within thirty (30) work days after receipt of the written response from Step Two, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines.

16.2.4.1 The arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or section of this Agreement.

16.2.4.2 There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. It shall be final and binding on the Association, the employee(s) involved, and the District.

16.2.4.3 The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

16.2.4.4 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in subsection 16.2.4.1. above.

16.2.5 **Step Three-B**

If the grievant is not satisfied with the resolution at Step Two, and the Association believes the grievance to be valid, and **PROVIDED** that the grievance has to do with an alleged violation or misapplication of a specific written District Policy, Rule or Regulation, he/she may, within thirty (30) calendar days receipt of the written response from Step Two, request a meeting with the Board for the purpose of resolving the grievance in accordance with the following:

16.2.5.1 The Board may employ a Hearing Officer to hear the case in its stead.

16.2.5.2 The Board may hear the case itself.

16.2.5.3 The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.

16.2.5.4 The grievant shall be notified of said hearing at least five (5) days prior to the set date.

16.2.5.5 The Secretary of the Board shall, within ten (10) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the employee union if appropriate.

16.3 The grievance or arbitration discussions shall take place whenever possible on school time. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

16.4 Timelines

The timelines provided in this Article shall be strictly observed, unless extended by mutual agreement of the parties. Failure of the grievant to proceed within the timelines provided above shall result in dismissal of the grievance. Failure of the District or its officials to comply with answers or action within those same

timelines shall entitle the grievant to a resolution favorable to the employee as requested by the employee.

- 16.5** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the employee.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

17.1 Salary Basis

Each employee shall be paid according to his/her proper salary classification as set forth in Appendix A. Incremental movement shall be suspended **EXCEPT** as provided below. Should the State authorize and fund an amount for classified salaries higher than the amounts shown below, the District will improve the salary schedule to cause the total salary increase (increments plus percentage allocated to schedule improvement) to reach the percentage allocated in the State Appropriations Act. Salaries listed are based upon a 260-day, 8-hours-per-day work year.

- 17.1.1 For 2005-2006 salaries shall be as shown in Appendix A of this Agreement; which reflects state pass-through of 1.2% plus .8% local funds for a total of 2%.

For 2006-2007 salaries shall reflect state pass-through as authorized and funded by state legislature. The parties shall reopen on any locally funded amount in addition to state pass-through.

- 17.1.2 None of the provisions of Section 17.1 shall be subject to subsection 1 of RCW 41.56.123, or to any similar legislation that may hereinafter be enacted. It shall be deemed that Section 17.1 terminates on August 31, 2005.

17.2 Salary Computation

Employees who work less than 260 days x 8 hours per day will have their annual, prorated salary computed as follows:

(1)
$$\frac{(\text{Days per year} + \text{Holidays} + \text{Vacation}) \times \text{Hours}}{2080} = \text{FTE}$$

(2)
$$\text{FTE} \times \text{260-day salary on schedule} = \text{Employee's prorated annual salary}$$

17.3 Salary Provisions

- 17.3.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.
- 17.3.2 Salaries contained in Appendix A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVIII. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
- 17.3.3 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution 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 XVIII, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case not later than the second regular pay day.
- 17.3.4 In order to aid in transitioning to the bargained increment step schedule, the following provisions shall be applied:
- For 2002-2003:** Employees with a seniority date of September 30, 1996, or earlier, shall be placed on Step I of the salary schedule. Employees on Step G or H in 2001-2002, with a seniority date of October 1, 1996 through September 30, 1998 shall be placed on Step H. All other employees shall remain on the step(s) they were on for 2001-2002.
- For 2003-2004:** Employees with a seniority date of September 30, 1999 or earlier, shall be placed on Step I of the salary schedule. Employees on Step G or H in 2002-2003, with a seniority date of October 1, 1999 through September 30, 2001, shall be placed on Step H. All other employees shall remain on the step(s) they were on for 2002-2003.
- For 2004-2005:** Employees with a seniority date of September 30, 2000 or earlier, shall be placed on Step I of the salary schedule. Employees on Step G or H in 2003-2004, with a seniority date of October 1, 2000 through September 30, 2002 shall be placed on Step H. All other employees placed on Step G.
- 17.3.5 Increment movement is determined by years of service as of September 30th of each year and as reflected by seniority date.
- 17.3.6 Upon completion of the transition plan cited above in Section 17.3.4, an employee is eligible for incremental movement from Step G to Step

H or Step H to Step I after completing two years of service as defined in Section 17.3.5 above. Step placement shall be retained during all transfers, promotions and reclassifications.

17.3.7 An employee who moves to a different classification shall remain at the same increment step. An employee who is involuntarily reclassified to a lower pay classification and whose salary exceeds the salary of the new classification shall be grandfathered at her/his current salary until the salary schedule is equal or greater than the grandfathered salary.

17.3.8 When an employee requests review of her/his position for potential reclassification, the District will schedule a review of the position within thirty (30) calendar days of receipt of the completed request for information. Within ten (10) working days of the review, the employee will be provided with the results of the review. If the review results in pay reclassification, the new pay rate will be effective on the first of the month following receipt of the results of the review.

17.3.9 Any employee who is interested in working an additional assignment may apply for a position in another classification. If selected, the employee shall be paid for the hours worked in each classification at the appropriate hourly rate for that classification.

17.3.10 Mileage

Any employee required to return to work on call back or required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile or District approved rate, whichever is greater.

17.3.11 Overnight

Employees required to remain overnight on District business shall be reimbursed for room, board, and travel expenditures.

17.3.12 Payroll Deduction

The deduction of payroll savings to a bank or credit union of the employee's choice shall be made monthly after the amount has been authorized.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

- 18.1** The term of this Agreement shall be September 1, 2005 through August 31, 2008.
- 18.2** All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, **EXCEPT** as provided in the following section.
- 18.3** This Agreement may be reopened and modified at any time during its term upon mutual written consent of the District and the Association: **PROVIDED**, however, that this Agreement shall be reopened for negotiations for the second year and third year regarding wages and health and welfare benefits. Each party may designate up to two additional topics for negotiations unless otherwise mutually agreed upon.
- 18.4** This Agreement shall be reopened at the request of either party to consider the impact of legislation enacted following the execution of this Agreement which affects the terms and conditions herein.
- 18.5** If any provision of this Agreement shall be found by a court of law, PERC or other government regulatory agency to be contrary to law, then only that provision shall be deemed invalid. All other provisions shall continue in effect. Collective bargaining may be initiated at the request of either party to change any such provisions deemed invalid.
- 18.6** The parties agree that certain provisions of the Agreement shall not be subject to subsection 1 of RCW 41.56.123, or any similar legislation that may hereinafter be enacted. The following provisions will separately and specifically terminate on August 31, 2005:
Clause 13.1.2
Section 17.1
Article XIX

ARTICLE XIX

NO STRIKE PLEDGE

The Association and the District recognize and agree that strikes are not conducive to harmonious working relations and may be disruptive to the educational process and should not occur. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the District operations. The Association, therefore, agrees that there shall be no strikes or other concerted refusal to work, nor any instigation thereof, by the employees for the duration of this Contract. The Association further agrees not to honor, or to encourage

employees in the bargaining unit to honor any strikes, picket lines, or other concerted work stoppages that may be established by any other District employee organization. The District agrees that, for the duration of this Contract, there shall be no employee lockout.

This Article XIX shall not be subject to subsection 1 of RCW 41.56.123, or to any similar legislation that may hereinafter be enacted. It shall be deemed that Article XIX terminates on August 31, 2008.

Signed this _____ day of _____, 2006

FOR THE DISTRICT

President, Board of Directors

Superintendent

Chief Negotiator

Negotiating Team Member

FOR THE ASSOCIATION

President, RESP

Uniserv Representative

Negotiating Team Member

Negotiating Team Member

APPENDIX A
RENTON EDUCATIONAL SUPPORT PERSONNEL
SEPTEMBER 1, 2005 - AUGUST 31, 2006
SALARY SCHEDULE

TITLE	G	H	I
I. HOURLY ASSISTANT			
Index	1.000	1.015	1.030
260 Day Salary	\$21,891	\$22,209	\$22,551
Hourly Rate	\$10.5245	\$10.6774	\$10.8418
II. STAFF ASSISTANT			
Index	1.101	1.117	1.134
260 Day Salary	\$24,102	\$24,462	\$24,824
Hourly Rate	\$11.5875	\$11.7606	\$11.9346
III. STAFF SPECIALIST			
Index	1.183	1.201	1.219
260 Day Salary	\$25,907	\$26,289	\$26,694
Hourly Rate	\$12.4553	\$12.6389	\$12.8337
IV. PROGRAM SPECIALIST			
Index	1.312	1.331	1.351
260 Day Salary	\$28,713	\$29,138	\$29,584
Hourly Rate	\$13.8043	\$14.0087	\$14.2231
V. ADMINISTRATIVE ASSISTANT			
Index	1.455	1.477	1.499
260 Day Salary	\$31,858	\$32,326	\$32,814
Hourly Rate	\$15.3163	\$15.5413	\$15.7760
VI. ADMINISTRATIVE SPECIALIST			
Index	1.542	1.565	1.588
260 Day Salary	\$33,751	\$34,262	\$34,770
Hourly Rate	\$16.2264	\$16.4721	\$16.7163

Any employee who has between 15 and 19 years of seniority on September 1 shall receive an annual longevity stipend of \$400. Any employee who has between 20 and 24 years of seniority on September 1 shall receive an annual longevity stipend of \$600. Any employee who has 25 or more years of seniority on September 1 shall receive an annual longevity stipend of \$800. Employees whose hire date is later than September 1 shall receive a prorated portion of the annual stipend in its initial year.

APPENDIX B

SICK LEAVE CHART

All eligible employees hired for less than one hundred eighty (180) days will receive to the nearest half day a prorated portion of twelve (12) days as the total number of days employed for bears to one hundred eighty (180) days.

COMPUTATION:

Days worked \div 180 x 12 = Sick Leave Days

For the benefit of those desirous of verifying the computation, the following several days worked and resulting sick leave days are provided:

45 Days Worked \div 180 X 12 = 3.0
90 Days Worked \div 180 X 12 = 6.0
135 Days Worked \div 180 X 12 = 9.0
180 Days Worked \div 180 X 12 = 12.0

APPENDIX C

INSURANCE PROGRAMS

The mutually agreed upon insurance programs are:

- A. Washington Dental Service or Willamette Family Dental Plan, including orthodontia;
- B. Standard Insurance \$25,000 Term Life and Accidental Death Plan
- C. Family Medical Insurance (Premera Blue Cross or Group Health Cooperative of Puget Sound)

These benefit monies must first be applied toward the following required District programs:

- A. Family Dental Plan
- B. \$25,000 Term Life and Accidental Death Plan
- C. Permera Blue Cross Vision

The remaining monies, after application to the above, shall be applied, at the employee's option, to one of the District family medical insurance programs until the maximum District benefit monies are exhausted.

The mutually agreed upon insurance program for optional benefits is:

- A. Standard

**MEMORANDUM
Of
UNDERSTANDING
By and Between
Renton School District (RSD)
And
Renton Education Support Professionals (RESP)
Regarding Health Care Clinic Aide**

We, the undersigned, on behalf of the Renton Education Support Professional (RESP) and the Renton School District (RSD) agree as follows:

Effective September, 1, 2006, the 182 day work calendar for the elementary health clinic aide position shall be increased to a total of 185 work days.

FOR THE DISTRICT

FOR THE ASSOCIATION

Date

Date

MEMORANDUM
of
UNDERSTANDING
By and Between
Renton School District (RSD)
And
Renton Education Support Professionals (RESP)
Regarding
Additional Funding for Before-School
Organizational Staff Meetings

We, the undersigned, on behalf of Renton School District (RSD) and Renton Education Support Professionals (RESP) agree as follows:

For each year of the contract, the District shall fund up to two (2) hours of pay by the Extra Hours Time Sheet for elementary and middle-school RESP building staff to attend a designated before-school meeting, established by the principal. The purpose of the meeting is for orientation of new staff, becoming familiar with building schedules and other designated start of school activities. Attendance is optional, but highly encouraged.

FOR THE DISTRICT

FOR THE ASSOCIATION

DATE

DATE

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