

Collective Bargaining Agreement

**RENTON
PROFESSIONAL – TECHNICAL
ASSOCIATION**

September 1, 2005

Through

August 31, 2006

TABLE OF CONTENTS

		PAGE
<u>ARTICLE I</u>	<u>RECOGNITION AND AGREEMENTS</u>	
Section 1.1	Sole Bargaining Agent.....	5
Section 1.2	Committees	5
Section 1.3	Maintenance of Present Wage and Working Conditions	6
Section 1.4	Position Descriptions	6
Section 1.5	New Positions	6
Section 1.6	Distribution of Contract	7
Section 1.7	Definitions	7
Section 1.8	Status of Agreement	8
<u>ARTICLE II</u>	<u>CONDITIONS OF EMPLOYMENT</u>	
Section 2.1	Work Day and Work Week	8
Section 2.2	Work Assignment Forms	9
Section 2.3	Overtime and Compensatory Time	9
Section 2.4	Discipline and Discharge	10
Section 2.5	Layoff and Recall	12
Section 2.6	Notice of Termination of Employment ...	13
Section 2.7	Selection of New and Open Positions ...	13
Section 2.8	Affirmative Actions	14
Section 2.9	Involuntary Transfer	14
Section 2.10	Seniority	15
Section 2.11	Probation	15
<u>ARTICLE III</u>	<u>INSERVICE, VOCATIONAL and PROFESSIONAL ORGANIZATIONS</u>	
Section 3.1	Professional Organizations	16
Section 3.2	Funds Budgeted for Training	16
Section 3.3	Time for Training	16
Section 3.4	Subjects for Inservice	16
Section 3.5	Fees or Registration Costs	17
Section 3.6	Stipends	17
<u>ARTICLE IV</u>	<u>LEAVES</u>	
Section 4.1	Personal Illness or Injury Absence	18
Section 4.2	Leave Sharing	20
Section 4.3	Bereavement Leave	22
Section 4.4	Emergency Hardship Leave (Non-Accumulative)...	22
Section 4.5	General Leaves of Absence	23

<u>ARTICLE IV</u>	<u>LEAVES</u> cont.	PAGE
Section 4.6	Legal and Military Service	23
Section 4.7	Implementation.....	24
Section 4.8	Personal and Convenience Leave.....	24
Section 4.9	Maternity Leave, Maternity Resignation ...	25
Section 4.10	Family Medical Leave	26
Section 4.11	Adoption / Child Rearing Leave	29
Section 4.12	Association Leave	29
<u>ARTICLE V</u>	<u>ON-THE-JOB-INJURY</u>	
Section 5.1	General	29
Section 5.2	Absence Due to Injury	30
Section 5.3	Procedures	31
<u>ARTICLE VI</u>	<u>HOLIDAYS</u>	
Section 6.1	Holidays	32
<u>ARTICLE VII</u>	<u>VACATION</u>	
Section 7.1	Paid Vacation Eligibility	33
Section 7.2	Paid Vacation Chart	34
Section 7.3	Less-Than-Annual Employees	34
Section 7.4	Earned Vacation	34
Section 7.5	Vacation Use	34
Section 7.6	Payment at Termination	34
Section 7.7	Vacation Examples	34
<u>ARTICLE VIII</u>	<u>HEALTH and WELFARE</u>	
Section 8.1	Insurance Programs	35
Section 8.2	Retirement	38
Section 8.3	Annuities	38
<u>ARTICLE IX</u>	<u>SALARIES</u>	
Section 9.1	Payment	39
Section 9.2	Salary Computation	40
Section 9.3	Salary Provisions	41
<u>ARTICLE X</u>	<u>GRIEVANCES</u>	
Section 10.1	Grievances	42
Section 10.2	Additional Provisions	45

		PAGE
<u>ARTICLE XI</u>	<u>MANAGEMENT RIGHTS</u>	
Section 11.1	Recognition	46
<u>ARTICLE XII</u>	<u>EMPLOYEE RIGHTS and RESPONSIBILITIES</u>	
Section 12.1	Personnel Records	47
Section 12.2	Evaluations	48
Section 12.3	Non-Discrimination	48
Section 12.4	Administering Medicine	49
Section 12.5	Student Discipline	49
Section 12.6	Employee Protection	49
Section 12.7	Damage to Personal Property	49
Section 12.8	Liability Insurance	50
Section 12.9	Protection for Reporting Child Abuse	50
Section 12.10	Protection from Injury	50
Section 12.11	Classification and Reclassification	50
<u>ARTICLE XIII</u>	<u>ASSOCIATION RIGHTS</u>	
Section 13.1	Bulletin Boards and Site Mailboxes	51
Section 13.2	District Facilities	51
Section 13.3	Grievance Notification	51
Section 13.4	Exchange of Information	51
Section 13.5	Dues, Deductions and Representation Fees..	52
<u>ARTICLE XIV</u>	<u>NO STRIKE PLEDGE</u>	54
<u>ARTICLE XV</u>	<u>TERM and SEPARABILITY OF PROVISIONS</u>	
Section 15.1	Term of Agreement	54
Section 15.2	Applicability of All Provisions	54
Section 15.3	Reopeners and Modifications	54
Section 15.4	Conformity to Law	54
Section 15.5	Separability	55
SIGNATURE PAGE		55
APPENDIX A	Salary Schedule 2001-2002.....	56
APPENDIX B	Salary Schedule 2002-2003	57
APPENDIX C	Salary Schedule 2003-2004	58
APPENDIX D	Salary Schedule 2004-2005	59
APPENDIX E	Salary Schedule 2005-2006	60
INDEX		61

**RENTON SCHOOL DISTRICT NO. 403
and the
RENTON PROFESSIONAL-TECHNICAL ASSOCIATION**

September 1, 2005 through August 31, 2006

THIS AGREEMENT, made and entered into effective the first day of September, 2005 by and between the Renton School District No. 403 (**District**), and the Renton Professional-Technical Association/Washington Education Association/National Education Association (**Association**), for the purpose of governing their labor relations by establishing the following conditions of employment, schedule of hours, and scales of wages and benefits.

ARTICLE I

RECOGNITION AND AGREEMENTS

1.1 Sole Bargaining Agent

The District agrees to recognize the Association as sole bargaining agent for all regularly employed professional-technical employees, including, but not necessarily limited to, employees holding the positions listed in Appendix A of this Agreement, excluding certificated employees, office-clerical employees, aides, grounds and maintenance employees, bus drivers, custodians, food service employees, supervisors, and confidential employees. The District agrees to deal with the representatives of the Association with respect to wages, benefits, hours and working conditions, and adjustment of grievances arising under this Agreement.

1.2 Committees

- 1.2.1 The parties agree that at no time will their respective table negotiations committees exceed six (6) persons, **PROVIDED** that observers and/or specialists may attend table negotiations.
- 1.2.2 Employees who are called to meetings by the District shall be released from District duties, and shall suffer no loss in pay, when such meetings are held during work hours.
- 1.2.3 Section 1.2.2 above shall not be interpreted so as to apply to negotiations sessions. Negotiations shall be scheduled during off-duty hours.

1.3 Maintenance of Present Wage and Working Conditions

- 1.3.1 Nothing in this Agreement shall lower the present working conditions or wage standard of any individual employee so long as he/she remains within the job title in which he/she is now employed, but this provision shall apply only to the individual employee and not to the job title.
- 1.3.2 This provision does not supercede the District's right to discharge, discipline or suspend an employee for just cause.

1.4 Position Descriptions

- 1.4.1 There will be a current position description on file in the Human Resources Office for each position covered by this Agreement. Any significant modification to the duties associated with the position shall cause the writing of a new position description, with a copy to be given to the employee, the employee's supervisor and the Association.
- 1.4.2 Each position will have an established salary classification. Significant modification to the duties reflected in the position description will cause a review and possible modification of the salary classification as necessary, utilizing the District's point factor system.
- 1.4.3 Job descriptions for all positions subject to this agreement shall be provided to individual employees and/or the Association President upon request. Subsequent changes of such descriptions shall be forwarded to the Association and the individual employee.

1.5 New Positions

- 1.5.1 The President of the Association will be notified prior to the posting of any new position that would come under the Association Agreement, as indicated in Section 1.1. and will be provided with the posting and the job description for the new position.
- 1.5.2 The proposed salary as recommended by the District will be forwarded to the Association for comparative analysis with any similar positions already established in the unit prior to the position being filled.
- 1.5.3 The salary range of a new position shall be subject to collective bargaining at the request of either party. Final determination of incremental placement rests with the Office of the Superintendent.

1.6 Distribution of Contract

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) calendar days of the ratification of this Agreement. A copy of the contract will be given to newly hired employees at the time of sign-on. Five copies of the contract will be sent to the President of the Association within ten (10) days after its printing.

1.7 Definitions

An "**Employee**" or "**Regular Employee**" when used hereinafter shall mean all bargaining unit members as described in Section 1.1.

An "**Annual Employee**" is a person employed in a position that is scheduled for eight (8) hours per day, five (5) days per week, twelve (12) months per year.

A "**Supervisor**" when used hereinafter shall refer to the appropriate District administrator.

"**Days**" when used hereinafter shall mean work days unless specifically defined in this contract.

The "**Association**" refers to The Renton Professional-Technical Association/ Washington Education Association/National Education Association.

The "**District**" refers to Renton School District No. 403.

A "**Classification**" refers to the vertical arrangement of employee categories (Classes) based on the duties, responsibilities, skills and proficiencies for each position on the salary schedule. The classifications include Program Support Staff, etc.

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.

A "**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.

A "**Spouse**" is defined as a husband or wife.

A “**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.

A “**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.

A “**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.

A “**Grievance**“ is an alleged violation or misapplication of a specific article(s) of this Agreement or an alleged violation or misapplication of a specific District Policy or Rule.

A “**Grievant**“ means an employee or the Association. When appropriate, the District and the Association may agree to consolidate the grievances of two or more grievants and process them as one grievance.

Words denoting gender include both masculine and feminine, and words denoting number shall include both singular and plural.

1.8 Status of 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

CONDITIONS OF EMPLOYMENT

2.1 Work Day and Work Week

2.1.1 **EXCEPT** for Security personnel, the workweek for annual employees shall consist of forty (40) hours per week, Monday through Friday, excluding lunch period. Security personnel hired prior to September 1, 1993 shall receive a shift differential of one dollar (\$1.00) per hour for work on Saturday or Sunday if the workweek is changed to include Saturday or Sunday. Security personnel may be assigned to work eight (8) hours per day, inclusive of the lunch period, and shall be scheduled to work five (5) consecutive days per week.

2.1.2 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.

- 2.1.3 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 when the employee is free to leave the worksite. **EXCEPT** as provided in 2.1.1 above, 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 perform substantial duties during a lunch period, the employee shall be compensated for the time worked or may request, and may be granted, an altered work schedule. If an employee is required to remain at the worksite in the interests of the employer, the employee shall be paid at his/her regular rate of pay for the meal period.

2.2 Work Assignment Forms

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.

2.3 Overtime and Compensatory Time

- 2.3.1 "Approved" work is defined as work authorized by immediate supervisor or administrator.
- 2.3.2 The District retains the sole discretion to approve or not approve a request for an altered work schedule.
- 2.3.3 Any approved work in excess of eight (8) hours per day, or forty (40) hours per week, will be considered overtime and paid at one and half times the employee's regular rate.
- 2.3.4 If agreed upon by employee and manager, the District may approve an altered work schedule consisting of four (4) ten (10) hour workdays. In such a case, any approved work in excess of ten (10) hours per day, or forty (40) hours per week, will be considered overtime and paid at one and one-half times the regular rate.
- 2.3.5 Approved work performed in excess of forty-eight (48) hours per week will be paid at the rate of two (2) times the employee's regular rate.
- 2.3.6 Approved work performed on a holiday will be paid at the rate of two

(2) times the regular rate, in addition to the base regular rate. If agreed upon by the employee and supervisor, the employee may work a scheduled holiday at regular pay, and elect instead to take the holiday within one (1) month of the scheduled holiday.

- 2.3.7 Emergency callback to work time for eligible employees will be paid for a minimum of two (2) hours at the regular rate of pay or at the overtime rate, if applicable.

Employees contacted and performing approved work by telephone or electronically during non-work hours shall be paid a minimum of one (1) hour at the applicable rate.

- 2.3.8 Any Security personnel who are required by the District to remain on standby shall be prorated at the employee's regular hourly rate, and shall be paid at one-twelfth (1/12th) of an hour for each hour worked.

- 2.3.9 At the option of the employee, if agreed to by the supervisor, and if arranged prior to the assignment except in an emergency, 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.

- 2.3.10 The District will give an employee at least ten (10) working days' notice before changing the employee's schedule, EXCEPT in cases involving unexpected changes in circumstances that make it unworkable to give such notice, such as weather, illness, leaves, tardiness, discharge, resignation, special use of facilities, emergencies etc.

2.4 Discipline and Discharge

- 2.4.1 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.

- 2.4.2 An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action, and/or at any meeting in which discipline is imposed. When a request for such representation is made, no meeting shall continue nor shall any action be taken with respect to the employee until such representative of the Association has reasonable opportunity to be present. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

- 2.4.3 An employee may be discharged immediately for any one of the

following reasons: pilferage, intoxication or under the influence of illegal drugs on the job, reckless or unauthorized use of vehicles or equipment, and dishonesty. In addition, there may be 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.

- 2.4.4 In administering progressive discipline, the following will normally apply:
- A. First offense will receive an oral warning;
 - B. Second offense will receive a written warning;
 - C. Third offense will be suspension without pay for up to three (3) days;
 - D. Fourth offense will be dismissal.
 - E. The District may discharge, suspend, or otherwise discipline any employee for just 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 him/her concerning his/her work or conduct within ten (10) working days of the date of the knowledge of the violation and, if such written warning notice is not given to the employee within ten (10) working days of the knowledge of such violation, the warning notice shall be null and void.
- 2.4.5 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 Human Resources files twelve (12) months from the date of notice if there have been no further notices for a six (6) month period.
- 2.4.6 Prior to terminating an employee for performance deficiencies, the District will give the employee time to implement recommendations for improvement as noted by the supervisor; PROVIDED that the District may, but is not required to, utilize the discipline and discharge procedures under Section 2.4.4 as appropriate.
- 2.4.7 An employee shall be provided with a written statement of the reasons for disciplinary action, including suspension or discharge.

2.5 Layoff and Recall

2.5.1 Layoff

- A. In the event it becomes necessary to lay off employees in a given classification due to insufficient funding, reorganization, or curtailment of work, the number and type of positions to be retained shall be determined by the District. This information will be provided to the Association and to the affected employees following the procedure in 2.5.1B below, as soon as possible after the District's determination of positions to be eliminated or reduced.
- B. Following District determination of positions to be retained, the District will identify positions to be reduced and/or eliminated. In job titles with two (2) or more incumbents, the least senior employee(s) will be selected for layoff and/or reduction in hours. The least senior employee will be selected for the greatest impact of position elimination and/or hours of reduction. In the event of two or more employees having the same seniority ranking, position on the seniority list will be determined by drawing lots in the presence of the affected employees and/or an Association representative.
- C. An employee subject to layoff may displace a less senior employee in a different job title, **PROVIDED** the employee subject to layoff has previously held such title in the bargaining unit within the past five (5) work years, is able to perform the current duties of the position, and holds any necessary license.

2.5.2 Recall

- A. Employees who have been laid off or whose hours have been reduced shall be placed into a re-employment pool for two (2) years from the date of layoff.
- B. Reassignment from the re-employment pool to existing vacancies shall be in the reverse order of layoff/reduction in hours.
- C. 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 equal in pay and benefits to that held prior to the layoff/reduction in hours.
- D. The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said employee at his/her last known address. The employee's address as it appears on the District's records shall be conclusive.

- E. Any employee re-employed into a different position will have the first opportunity to transfer back to the position from which he/she was laid off, if it becomes available.

2.5.3 Benefit Retention and Salary Placement

All benefits to which an employee was entitled at the time of his/her layoff, including unused sick leave, will be restored to the employee upon return to active employment from layoff. The employee will be placed on the appropriate range of the salary schedule on the step that is closest to, but not less than, the hourly rate of pay at the time of the layoff; **PROVIDED** that no employee shall be placed above the top step of the appropriate range. In addition, an employee rehired after September 1 shall be granted one (1) increment if the employee would have been eligible for incremental movement on the September 1 immediately following the layoff.

2.5.4 Insurance

If acceptable to the insurance carriers, the District shall allow employees on layoff status to continue any or all portions of their fringe benefit insurance programs via direct monthly payments to the District. Any employee who fails to make timely payment will be discontinued from participation. Employees on such leave must make written arrangements with the Payroll Office.

2.6 Notice of Termination of Employment

- 2.6.1 The District shall give employees concerned as much notice of termination as possible, but in no event shall an employee receive less than two (2) weeks notice of termination. If an employee resigns, the employee shall give the District as much notice as possible, but in no event less than two (2) weeks before the effective date of the resignation. Employees are requested to give thirty (30) calendar days notice of intent to resign. If, however, evidence is presented that a shorter notice is necessary due to job opportunity requirements, the District will require a minimum of two (2) weeks notification with no vacation forfeiture.

2.7 Selection for New and Open Positions

- 2.7.1 The President of the Association will be notified of all openings of positions covered by this Agreement. The District shall publish, for a minimum of ten (10) working days, the availability of new and open positions covered by this bargaining unit by sending the openings to every District facility where bargaining unit members are employed. 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.

- 2.7.2 The District will fill job openings covered by this Agreement by selecting the best-qualified applicant, **PROVIDED** such selection is made in compliance with the District's Affirmative Action Program.
- 2.7.3 The District will give preferential consideration by seniority to employees in this unit for any job openings covered by the Agreement when qualifications and ability are substantially equal to those of other candidates.
- 2.7.4 In the event the person with the most seniority is not chosen, the Office of the Superintendent will give an explanation in writing, upon request, to such senior employee and the Association, stating the reason for the non-selection. Nothing contained in this section is intended to preclude the District from hiring outside applicants.

2.8 Affirmative Action

- 2.8.1 The Association and the Board recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Plan. 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.
- 2.8.2 Present employees will not be discharged or laid off to achieve employment goals. Hiring policies will be adapted to ensure equal employee opportunities. Only qualified personnel will be considered for any position.

2.9 Involuntary Transfer

If the employee is involuntarily transferred to a different classification, 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.

2.10 Seniority

- 2.10.1 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 "hire date") unless such seniority shall be lost as hereinafter provided. **HOWEVER**, employees who were bargaining unit members on November 10, 1993 shall be allowed to retain seniority credit for service in a non-RPTA Association bargaining unit position.
- 2.10.2 All seniority rights will be lost and an employee's relationship with the District deemed severed under the following circumstances:
- If the employee:
- a. resigns;
 - b. is discharged for just cause;
 - c. does not return to work as required when recalled after layoff;
 - d. is absent due to work elsewhere during his/her scheduled District working hours.
- 2.10.3 Seniority rights shall not be lost, but shall not accrue, for the following reasons: authorized unpaid leaves of absence, and layoff.
- 2.10.4 Employees returning from authorized leave or from a layoff may recover their previous seniority.
- 2.10.5 Seniority rights shall continue to accrue during absence due to industrial injury (up to one year), and while the employee is in District pay status.

2.11 PROBATION

The probationary period for all new employees and employees in new positions as the result of a transfer or promotion 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 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.

- 2.11.1 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.

2.11.2

Note: The termination provision of Section 2.4 above does not apply to probationary employees.

ARTICLE III

INSERVICE, VOCATIONAL TRAINING AND PROFESSIONAL ORGANIZATIONS

3.1 Professional Organizations

The District shall make available \$2,500 each year of this Agreement for reimbursement of memberships in professional organizations and professional licensure requirements, as approved by the Superintendent. Priority shall be given to memberships and licenses that are required in order to perform the position requirements.

3.2 Funds Budgeted for Training

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 \$4,000, **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%, the District may elect to reduce this amount to \$3,000 for any affected year.

3.3 Time for Training

It is anticipated that time will be set aside during the school year and during the regular workday for inservice training. 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 vary annually, depending on the needs of the District and the interests of employees and the Association. Certified Occupational Therapy Assistants (COTAs) will be released up to thirty (30) hours with pay during each two-year period for recertification training, based on FTE. (COTAs who work half the work year assigned to the position or less will be prorated.) No overtime will be paid for such training.

3.4 Subjects for Inservice

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. Subjects for voluntary inservice training may be jointly developed by the District and the Association. Types of activities may include: attending recognized vocational courses, 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 material purchased with departmental funds remain the property of the District.

3.5 Fees or Registration Costs

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.

3.6 Stipends

- 3.6.1 Effective September 1, 2001, employees may earn and submit verification for approved training hours which will be paid under procedures noted herein. Such payment will be made no later than October of each year following submission by August 31 to the Human Resources Department of verified training hours.
- 3.6.2 A stipend of (\$10) dollars shall be paid for each training hour earned in an approved training program as set forth in Sections 3.6.3 and 3.6.5 of the contract. Training programs must consist of a minimum of two hours duration in order to qualify. Exceptions to the two (2) hour minimum will be reviewed for approval, upon submission of explanatory statement of the training content.
- 3.6.3 Employees are individually responsible for obtaining and keeping course or training documentation and submitting such documentation to the Human Resources 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/Human Resources and student data base information systems and First Aid/CPR received during regularly scheduled work hours or for which the employee is paid are specifically excluded from the stipend program.
- 3.6.4 Upon receipt of the transcript verification, employees are eligible to be paid \$300 for completing the requirements for a vocational program of an approved State program of at least 900 clock hours or 90 credits **OR** an Associate degree from an accredited college or

university **OR** a Bachelor's degree from an accredited college of university. Payment shall be made at the payroll cycle after verification is timely received.

Upon receipt of the transcript verification, employees are eligible to be paid an additional \$300 in recognition of a Master's degree from an accredited college or university. Payment shall be made at the next payroll cycle after verification is timely received.

- 3.6.5 Coursework in a degree program must be specifically job-related in order to be qualified as approved training hours eligible for stipend.
- 3.6.6 Employees who have earned RSD stipends prior to August 31, 2001 shall continue to receive payment of said stipends for the duration of the employee's employment. See Memorandum of Understanding.
- 3.6.7 The District and the Association believe that continued professional growth in a cost-effective manner is in the mutual interests of both parties, and believe that the Training Stipend Program effective September 1, 2001 encourages employees to continue their professional development. The parties agree to jointly monitor the use and cost of the training stipends. In order to assist in monitoring costs, the parties agree that employees may be paid up to a maximum of \$1,000 (100 training hours/10 credits) per year. The parties agree to meet at least annually to review interests and cost.

ARTICLE IV

LEAVES

4.1 Personal Illness or Injury Absence

- 4.1.1 All employees hired for one hundred eighty (180) days, or more, will receive twelve (12) days sick leave each year.

Pursuant to RCW 49.23.270, 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 circumstance 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.

- 4.1.2 All 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 of employment relates to one hundred eighty (180) days.
- 4.1.3 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.
- 4.1.4 A doctor's certificate is needed for sick leave absences lasting more than five (5) consecutive days.
- 4.1.5 For each day's absence beyond accumulated sick leave days a deduction of the full day's salary will be made.
- 4.1.6 When other arrangements cannot be made, employees may use sick leave for dental and medical appointments.
- 4.1.7 Sick Leave provided in this Section not taken shall accumulate from year to year up to the 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 may be prescribed by SPI rules, regulations, or guidelines.
- 4.1.8 A school district Attendance Incentive Program will be provided eligible employees in the following manner:

In January of the year following any year in 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.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate may receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days' accrued leave for illness or injury.

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 rights.

4.2 Leave Sharing

- 4.2.1 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.
- 4.2.2 An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.
 - 4.2.2.1 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.
 - 4.2.2.2 An employee who accrues vacation leave and who has an accrued vacation leave balance of more than ten (10) days may instead, if he or 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.
- 4.2.3 Employees volunteering to participate in this program will fill out a "Request to Transfer Sick/Vacation Leave" form and submit it to the District Business Office. Days shall be converted to hours.
- 4.2.4 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.

- 4.2.5 An employee needing leave days shall submit a "Request to Receive Sick/Vacation Leave from Co-Workers" form to the District Business Office. 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.
- 4.2.6 An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, his or her 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.
- 4.2.7 The amount of leave which an employee may receive shall be based on employee request and/or his or her 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 Human Resources Department for a time period not less than the amount of leave transfer requested.
- 4.2.8 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.
- 4.2.9 Transfer of leave shall not exceed the donating employee's requested amount.
- 4.2.10 All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.
- 4.2.11 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.
- 4.2.12 The value of the leave transferred shall be based upon the leave value of the person receiving the leave.
- 4.2.13 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.

4.3 Bereavement Leave

- 4.3.1 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 his/her 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 anyone who is living with or considered part of the family.
- 4.3.2 This bereavement leave is not deducted from sick leave and is not accumulative.
- 4.3.3 In special cases, the Office of the Superintendent may extend the definition of immediate family and/or grant extra days.

4.4 Emergency-Hardship Leave (Non-Accumulative)

- 4.4.1 Six days (6) 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.
- 4.4.2 The problem must have been suddenly precipitated and must be of such an emergent nature that pre-planning is not possible, or where pre-planning could not relieve the necessity for the absence during working hours.
- 4.4.3 Emergency Leave may not be taken in any combination for purposes of extending vacations or holidays.
- 4.4.4 This leave may be used for any personal reasons of an emergency nature, including illness or injury in the family except as provided in 4.1.1, funeral of friends, legal or personal affairs that cannot be scheduled outside the normal working day.
- 4.4.5 Weather conditions for local travel to and from school shall not be considered as a valid reason for an emergency leave, **EXCEPT** under those circumstances that the employee can demonstrate that the weather conditions created an emergency for him/her.
- 4.4.6 Emergency 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.

- 4.4.7 Emergency leave for other or unusual circumstances should be cleared through the department supervisor and then reported on the usual absentee report for final Payroll approval by the Human Resources Department.
- 4.4.8 Employees with special hardship situations may be granted additional emergency days by the Superintendent.

4.5 General Leaves of Absence

- 4.5.1 Upon recommendation of the Superintendent, leave of absence may be granted to any employee for such things as: (a) illness; (b) family emergency; (c) maternity; and (d) education, etc.
- 4.5.2 The leave of absence of an employee on leave for reasons other than military service will terminate at the end of one (1) full year in which no service has been rendered.
- 4.5.3 Except for military service, there shall be no other employment while on leave without prior approval of the Superintendent.
- 4.5.4 The District is obligated to state in writing the terms of the leave of absence.
- 4.5.5 The District shall assign the returning employee to the position held before the leave of absence or to a position of equivalent duties and level of pay. The layoff and recall provisions will be applicable to the employee on leave. The employee may return to duty prior to the end of the leave period if authorized to do so by the office of the Superintendent.
- 4.5.6 All employee benefits earned prior to a leave of absence will be maintained upon re-employment.

4.6 Legal and Military Service

- 4.6.1 An employee who is away from his/her duties because of jury duty shall be paid for such time lost at his/her normal rate of pay. The District will be reimbursed by the employee the amount of jury duty fees paid, less any mileage and/or jury duty related expenses paid. The employee shall furnish the Superintendent or designee with a written statement from the court or a personal notarized letter showing the days of jury duty and the amount of jury duty fee he/she received.

The employee shall report to work each day he/she 1) is not actually assigned to jury duty; or 2) is not requested to remain available for jury duty during the work day; 3) is not assigned to jury duty after reporting, but is released in sufficient time to allow her/him to report for the second half of that employee's work day.

- 4.6.2 An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary less any compensation received for his/her services, excluding transportation and per diem expenses, **EXCEPT** when the employee is the plaintiff or defendant in such action. This exception shall not apply when the employee is named as plaintiff or defendant while in the performance of his/her duties. The Superintendent or designee may extend the definition and intent of the subpoena leave policy on an individual basis, in consultation with the Association President.
- 4.6.3 Any Employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding 15 days during each fiscal year.
- 4.6.4 Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-contract days.
- 4.6.5 When military leave is granted, the employee shall receive his or her regular pay and benefits from the District.

4.7 Implementation

Leaves for illness, injury, bereavement, and emergency due to 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 District's absentee report form.

4.8 Personal Convenience Leave

- 4.8.1 At the beginning of each school year, each employee will be credited for two (2) days (based on employee F.T.E.) non accumulative leave, which may be used at the employee's convenience. The employee may (a) use said non-accumulative days either from the employee's sick leave accrual, or (b) may be deducted fifty percent (50%) of his/her daily rate for each day used, or may use a combination of (a) and (b), not to exceed two (2) days (based on employee F.T.E.) used annually for personal convenience leave purposes.

- 4.8.2 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. 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.
- 4.8.3 An employee planning to use a personal convenience day or days will normally notify his/her supervisor at least two (2) days in advance. The employee may record the absence(s) as either authorized from accumulated sick leave or may record the leave as deducted at fifty percent (50%) of his/her daily rate for each day.

4.9 Maternity Leave, Maternity Resignation

- 4.9.1 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:
- 4.9.2 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.
- 4.9.3 Accrued sick leave benefits may be used when the employee is unable to report for duty due to miscarriage, abortion, childbirth and recovery therefrom.
- 4.9.4 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, as determined by the employee's personal physician.
- 4.9.5 Upon returning, the employee will be assigned to the position held before the leave or to an equivalent position with at least equivalent compensation.

- 4.9.6 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.
- 4.9.7 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.
- 4.9.8 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.
- 4.9.9 Leaves granted for periods beyond those covered by allowable accrued sick leave will be granted without pay.
- 4.9.10 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.

4.10 Family Medical Leave

- 4.10.1 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.
- 4.10.2 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.
- 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.

4.10.3 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.

4.10.4 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.

4.10.5 Leave taken under 4.10.3 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 4.10.3 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.

- 4.10.6 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 4.10; the District may require medical certification within thirty (30) days; **OR**
 - 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.
- 4.10.7 This family medical leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.
- 4.10.8 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.
- 4.10.9 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.
- 4.10.10 Any employee who works primarily 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.

- 4.10.11 Any employee who works primarily in an instructional capacity and who requests a period of leave near the conclusion of the academic term, may be required to continue the leave until the end of the term.
- 4.10.12 If the District requires the employee to continue a family medical leave longer than twelve (12) weeks, health benefits provided under 4.11.6 above will be continued for the duration of the leave.
- 4.10.13 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 4.11, the District will grant such greater benefits to this employee group.

4.11 Adoption/Child Rearing Leave

An employee legally adopting a child and/or wishing to take unpaid leave for the purpose of child rearing shall notify the District in writing of the intent to take such leave stating the expected date of commencement of leave and return to employment. Such leave shall be granted for a period not to exceed nine (9) months for conditions which meet the criteria in 4.10.3 A. or B. above. An employee returning from such leave shall be assigned to the position held before the leave, or to a position with equivalent pay and benefits.

4.12 Association Leave

The Association will be granted a total of ten (10) days' leave per year with pay. Prior notification of absence for Association business must be made by the Association to the District. Separate arrangements must be made with the immediate supervisor to deal with work coverage during the absence. The Association President shall determine which members will be authorized to use Association leave.

ARTICLE V

ON-THE-JOB INJURY

5.1 General

- 5.1.1 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.

- 5.1.2 An employee 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) calendar days following the on-the-job injury.
- 5.1.3 In addition to the minimum compensation required by law, the District will pay the employee's regular wages on the day of the injury and the three (3) calendar days following the injury. The District will continue to pay the injured employee full wages for sixty (60) calendar days following the on-the-job injury.
- 5.1.4 Sixty-one (61) calendar days following the original injury, the employee receiving workers' compensation may elect to:
 - A. receive workers' compensation only in compliance with Industrial Insurance Laws of the State of Washington, **AND**
 - B. use any accumulated sick leave in combination with Labor and Industries payments.
- 5.1.5 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.
- 5.1.6 After sixty (60) calendar 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.

5.2 Absence Due to Injury

- 5.2.1 Absence during the first three- (3) calendar days will not be charged against an employee's accumulated sick leave balance.
- 5.2.2 Authorized absence for which the employee is being paid workers' compensation will not be charged against an employee's accumulated sick leave balance for up to sixty (60) calendar days.

- 5.2.3 After the exhaustion of benefits under 5.1.3 and 5.2.2, the employee may elect to: 1) receive sick leave only until such benefits are exhausted; or 2) receive worker's compensation only.

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.

- 5.2.4 Absence from work for medical treatment only does not qualify for compensation under the Industrial Insurance Laws of the State of Washington. The District will pay employees their regular wages for absence due to medical treatment during the first sixty (60) calendar days. Employees may use accumulated sick leave to cover absences for medical treatment after the first sixty- (60) calendar days following the day of the on-the-job injury. The District will pay all medical costs covered by the provisions of the law.

5.3 Procedures

- 5.3.1 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.
- 5.3.2 The employee must notify Human Resources of any absence beyond the day the injury occurred.
- 5.3.3 The employee must have a physician's written authorization to return to work.
- 5.3.4 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.
- 5.3.5 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 VI

HOLIDAYS

6.1 Holidays

6.1.1 Employees are eligible to receive their regular rates of pay 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. Veteran's Day
3. Thanksgiving Day
4. The day after Thanksgiving
5. The day before or after Christmas
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 Friday on Spring vacation
12. Memorial Day
13. The day before or after Independence Day
14. Independence Day

The selection of the Monday or Friday of Spring Vacation, the selection of 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.

If a paid holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding or Monday following said holiday. If a holiday falls within an employee's vacation period, the employee shall receive an extra day of paid vacation or be given an extra day off at the employee's discretion.

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 days = 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.

- 6.1.2 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.

ARTICLE VII

VACATION

- 7.1 Each annual employee will receive paid vacation as follows:

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 6.1.2. Vacation credits shall be accumulated monthly.

Each employee is eligible for paid vacation up to the following maximums:

- 7.1.1 Ten (10) days annual vacation up to and including the fourth (4th) full year of employment.
- 7.1.2 Fifteen (15) days annual vacation beginning with the fifth (5th) up to and including the ninth (9th) full year of employment.
- 7.1.3 Twenty (20) days annual vacation beginning with the tenth (10th) full year of employment.
- 7.1.4 Twenty-one (21) days annual vacation beginning with the fifteenth (15th) full year of employment.
- 7.2.1 The number of paid vacation days for which an employee is eligible is determined by the number of days per year the employee is scheduled to work (position factor) times the maximum available vacation days appropriate to the employee's years of employment.

PAID VACATION CHART

<u>Days Per Year</u>	<u>Position Factor</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>21</u>
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 Less-than-Annual Employees

Vacations for less-than-annual employees is inclusive of their salary. Each less-than-annual employee will receive a paid proration of a vacation authorized annual employees as noted in Appendix B.

7.4 Earned Vacation

Vacations must be earned before an employee is entitled to receive his/her paid vacation.

7.5 Vacation Use

Vacations will be taken at a time mutually agreed on between the employee and the immediate supervisor. No employee will have a vacation balance greater than 240 hours. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied vacation benefits due to District employment needs.

7.6 Payment at Termination

Any employee who is discharged or who terminates employment shall receive payment for accrued vacation credit or vacation pay with their final paycheck;

PROVIDED they have given two (2) weeks notice of intent to terminate.

Employees providing less than two weeks notice shall forfeit their accrued vacation or have vacation pay deducted from their paycheck.

7.7 Vacation Examples

Examples of the computation, including less-than-annual employee vacation and holiday prorationing, for a less-than-annual employee hired for 180 days for 6 hours per day and placement on the salary schedule for \$20,000:

Example 1. Up to and including the fourth (4th) full year of employment:

$$\frac{180 \text{ days} + 11 \text{ holidays} + 8 \text{ vacation}) \times 6 \text{ hours}}{2080} = .571 \text{ FTE} \times \$20,000 = \$11,420$$

Example 2. Beginning with the Fifth (5th) full year of employment:

$$\frac{180 \text{ days} + 11 \text{ holidays} + 12 \text{ vacation}) \times 6 \text{ hours}}{2080} = .586 \text{ FTE} \times \$20,000 = \$11,720$$

Example 3. Beginning with the Tenth (10th) full year of employment:

$$\frac{180 \text{ days} + 11 \text{ holidays} + 16 \text{ vacation}) \times 6 \text{ hours}}{2080} = .597 \text{ FTE} \times \$20,000 = \$11,940$$

Example 4. Beginning with the Fifteenth (15th) full year of employment:

$$\frac{180 \text{ days} + 11 \text{ holidays} + 17 \text{ vacation}) \times 6 \text{ hours}}{2080} = .600 \text{ FTE} \times \$20,000 = \$12,000$$

ARTICLE VIII

HEALTH AND WELFARE

8.1 Insurance Programs

8.1.1 Allocation

- A. Effective September 1, 2005, the District agrees to provide a maximum state-funded allocation per 1.0 FTE employee for insurance benefits which amount includes the Health Care Authority (HCA) retiree subsidy of \$48.42 for a net amount of \$629.07 per employee per month.

Effective, September 1, 2006, the District agrees to provide the maximum state-funded allocation per 1.0 FTE employee for insurance benefits which includes the Health Care Authority (HCA) retiree subsidy of \$55.73 for a net amount of \$679.39 per employee per month, unless amended otherwise by the Legislature.

Effective September 1, 2007, the District agrees to provide the maximum state-funded allocation per employee for insurance benefits based on 1.0 FTE, which amount includes the Health Care Authority (HCA) retiree subsidy amount up to a maximum of eight percent (8%) of the total state-funded allocation. In the event the HCA retiree subsidy exceeds eight percent (8%) of the allocated amount, the parties shall meet to negotiate the payment of any

amount of the retiree subsidy in excess of eight percent (8%).

- B. Should the State authorize and fund an amount other than the amount shown in Article VIII, Section 8.1, Clause 8.1.1, Item A. above, during the life of this Agreement, the District will contribute the net amount allocated per employee per month, prorated on an FTE basis, to all eligible employees covered under this Agreement. The net amount is that amount which remains when any state-mandated holdback is subtracted from the state authorized and funded amount for insurance benefits. This Item B. shall not be subject to subsection 1 of RCW 41.56.123 or any similar legislation that may hereinafter be enacted. It shall be deemed that this Item B. terminates on August 31, 2006.

8.1.2 The mutually agreed upon insurance programs for basic benefits are:

- A. Metropolitan Life Washington Dental Service Family Dental Plan 1, including orthodontia; and Willamette Dental Plan
- B. Standard \$40,000 Term Life and Accidental Death Plan
- C. Standard \$10,000 Long Term Disability
- D. Family Medical Insurance (Blue Cross-WEA Select Plan, Group Health Cooperative of Puget Sound)

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

- A. Family Dental Plan
- B. \$40,000 Term Life and Accidental Death Plan
- C. \$10,000 Long Term Disability

8.1.4 The remaining monies, after application to the above, shall be applied, at the employee's option, to the following District program until the maximum of District benefit monies are exhausted:

- A. Blue Cross Select Plan
- B. Group Health Cooperative of Puget Sound Plan

8.1.5 The mutually agreed upon insurance program for optional benefits is:

Washington National Short-Term Disability Insurance

8.1.6 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 hours, benefits for less than full time employees, all 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 VIII, Section 8.1, Clause 8.1.1 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 VIII, Section 8.1, Clause 8.1.1 above.

- A. 1.000 FTE: The required dental and life program premiums will be deducted first and the remainder can be applied to 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 from this prorated amount and the remainder can be applied to 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.

8.1.7 Pooling

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 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 and third year of this Agreement.

- 8.1.8 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.
- 8.1.9 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 make 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 incapable of performing his/her District assignments by such illness or non-occupational accident and shall, in fact, not be working elsewhere in a similar capacity and not receiving similar benefits.
- 8.1.10 If acceptable to the insurance carriers, the District shall allow employees on unpaid leave to continue any or all portions of their fringe benefit insurance programs via direct monthly payments to the District. Employees on such leave must make written arrangements with the payroll office.

8.2 Retirement

All employees covered by this Agreement shall be members of the State Employees Retirement System as required by law.

8.3 Annuities

The District shall, upon receipt of written authorization from an employee, and provided five (5) or more employees have previously made the same request, deduct from the employee's salary and make appropriate remittance for a tax-sheltered annuity chosen by the employee. If the number of employees participating in a TSA plan newly authorized pursuant to this provision at any time drops in number of employees to below five (5), the District may exercise the option to discontinue the deduction privilege.

ARTICLE IX

SALARIES

9.1 Payment

A. Salaries

For 2001-2002, salaries shall be shown as in Appendix A of this Agreement.

For 2002-2003, salaries shall be shown as in Appendix B of this Agreement.

For 2003-2004, salaries shall be shown as in Appendix C of this Agreement.

For 2004-2005, salaries shall be shown as in Appendix D of this Agreement.

For 2005-2006, salaries shall be shown as in Appendix E of this Agreement.

B. Increment Movement

For 2005-2006, salaries shall be increased by 2%, consisting of 1.2% state pass-through and .8% locally funded. Eligible employees shall receive increment step movement. Salaries will be as shown in Appendix E.

C. Increments

Effective September 1, 2002, increment steps available on the salary schedule for eligible employees shall take effect as follows:

- | | |
|-------------------|---|
| First Increment: | Three (3) full years of service must be completed in the position at the step placed at hire or transfer in order to receive one increment, if available. |
| Second Increment: | Two (2) full years of service must be completed in the position in order to receive one increment, if available. |
| Third Increment: | Two (2) full years of service must be completed in the position in order to receive one increment, if available. |

For example, employees placed at column G at the time of hire must complete three (3) full years of service at that step in order to be eligible to advance to Column H; thereafter, two full years of

service must be completed at Column H, in order to advance to top step, Column I.

Note:

“Full years of completed service” means being placed on the District payroll in September in the same eligible position and having worked and completed the remainder of the assigned work year, e.g., 180, 220 or 260 days. For example, an employee who was hired on September 14, 1999 would have accrued three full years of completed service as of September 1, 2002. Years of completed service from one assignment do not accrue, count or transfer for purposes of promotions or voluntary transfers to another assignment in the unit.

- 9.1.1 Less-than-annual employees will be paid a prorated share based on the number of days worked by an annual employee and in accordance with their placement on the salary schedule (Appendix E).
- 9.1.2 Extra days: Less-than-annual employees authorized to work any days in excess of their scheduled days as stated in the job description will be paid at their daily rate plus benefits.
- 9.1.3 None of the provisions of Section 9.1 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 9.1 terminates on August 31, 2006.
- 9.1.4 For 2005-2006, the parties agree that any leadership stipend awarded to eligible positions shall be paid at ten percent (10%) of base salary. Said stipend and its leadership responsibilities shall be evaluated annually.

9.2 **Salary Computation**

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

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

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

9.3 Salary Provisions

- 9.3.1 Base salary, and “grandfathered” educational stipends earned before 2003, shall be paid in twelve (12) equal monthly installments. For less-than-annual employees, vacation pay and holiday pay shall also be paid in twelve (12) equal monthly installments.
- 9.3.2 Salaries contained in Appendix E shall be for the entire term of this Agreement, subject to the terms and conditions of Article XV. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime and standby pay, shall be retroactive to the effective date, unless the parties have specifically agreed otherwise.
- 9.3.3 Retroactive pay, where applicable, shall be paid on the first regular pay day following mutual ratification of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XV, such retroactive pay shall be paid on the first regular pay day following mutual ratification of such schedule, if possible, and in any case not later than the second regular pay day.
- 9.3.4 An employee whose position is reclassified to a higher classification or an employee who moves to a higher classification shall be placed on the appropriate step which will result in a salary equal to or greater than the salary that would have been paid on the previous classification, plus one step.
- 9.3.5 An employee whose position is involuntarily reclassified to a lower classification and whose salary exceeds the salary of the new classification shall be grandfathered at his/her current salary. An employee who voluntarily moves to a lower pay classification shall be placed on the step closest to but not less than the rate of pay the employee was receiving in his/her former position except that the employee shall not receive an amount greater than the highest salary within the classification.
- 9.3.6 Any employee required to return to work on callback 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.
- 9.3.7 Employees who travel outside the District on District business must complete an "Employee Travel Request" form and shall be reimbursed for expenditures in accordance with District policy.
- 9.3.8 Employees may choose to participate in the District's electronic transfer program, pursuant to Payroll office procedures. A check stub will be issued to the employee on payday.

- 9.3.9 Payroll deductions such as union dues, United Way contributions, flexible benefit plan participation, and annuity contributions are made by the Payroll Office as authorized by the employee.

Payroll deductions for savings plans or loan payments held by the Washington School Employee's Credit Union (WSECU) are processed, as authorized, for employees who are members of the WSECU.

ARTICLE X

GRIEVANCES

10.1 Grievances

10.1.1 Purpose:

The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of grievances or complaints arising between the District and its employees within the Association with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement or the interpretation or application of specific written District Policy or Rules.

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered maximum and every effort shall be made to expedite the process. Under unusual circumstances, time limits may be extended by mutual agreement. Failure of the District or the grievant to comply with the stipulated number of days will result in the grievance proceeding to the next step, **PROVIDED** the grievance was submitted in a timely manner.

10.1.2 Grievance Defined:

1. A grievance is an alleged violation or misapplication of a specific article(s) of this Agreement or an alleged violation or misapplication of a specific District Policy or Rule.
2. "**Grievant**" means an employee or the Association. When appropriate, the District and the Association may agree to consolidate the grievances of two or more grievants and process them as one grievance.
3. Words denoting gender include both masculine and feminine, and words denoting number shall include both singular and plural.

10.1.3 Procedure:

An employee may institute a grievance on his/her own recognizance or may request the assistance of the Association or another of the employee's choosing. Should the employee choose to file a grievance without the intervention of the Association, the Association shall be afforded the opportunity to be part of the meeting(s) in which the adjustment is made. The adjustment shall not be in conflict with this Agreement. The proper procedure for pursuing adjudication of alleged grievance is as follows:

1. Within fifteen (15) work days of the time the employee demonstrably knew or should have known of the alleged violation, the aggrieved will notify the appropriate supervisor of a desire to discuss a grievance and also state the fact that this action possibly constitutes a grievance. If there is a question as to the appropriate supervisor, the Employee Relations Department will make a determination.
2. Within ten (10) workdays of notification of the alleged grievance, the appropriate supervisor will meet with the employee, either directly or accompanied by another person designated by the employee, and discuss the grievance. Within fifteen (15) workdays after the discussion of the grievance, the supervisor shall give his/her response to the aggrieved.

10.1.3.1 **STEP ONE:**

1. If the grievant is not satisfied with the resolution, the grievant may, within five (5) work days of receipt of the response, submit District's "Classified Grievance Claim" form containing (1) the facts on which the grievance is based; (2) a reference to provisions of this Agreement or District Policy or Rule allegedly violated; (3) the remedy sought.
2. Within ten (10) workdays of receipt of the form, the appropriate supervisor shall submit his/her written response to the aggrieved through the District's "Supervisor's Classified Grievance Response" form.
3. If the grievance is satisfactorily resolved, both parties will sign the District's "Classified Grievance Settlement" form.

10.1.3.2 **STEP TWO:**

1. If the grievant is not satisfied with the resolution at STEP ONE, the grievant may, within ten (10) workdays of receipt of the written response in STEP ONE, submit the grievance to the

Office of the Superintendent. If the Superintendent does not personally review the grievance case, the grievant shall appoint a designee to serve in the grievant's place. This designee shall not have had prior involvement in the grievance.

2. Within ten (10) workdays of receipt of the grievance, the Office of 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 Association 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.
3. If the grievance is satisfactorily resolved, both parties will sign the District's "Classified Grievance Settlement" form.

10.1.3.3 **STEP THREE-A:**

If the grievant is not satisfied with the resolution at STEP TWO and provided that the grievance has to do with an alleged violation or alleged misapplication of a specific article or section of this Agreement, the Association may, within fifteen (15) work days of receipt of written response to STEP TWO, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines:

1. The Arbitrator shall, if convenient, hold a hearing within twenty (20) workdays of his/her appointment. Five- (5) work days notice will be given to all parties of the time and place of the hearing. The Arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation, or alleged violation of specific articles and/or sections of this Agreement; and he/she shall be without power or authority to establish salary schedules.
2. The Arbitrator shall issue his/her written opinion within twenty (20) workdays, if possible, from the date of the hearing. The opinion shall set forth the Arbitrator's award, opinions, and conclusion on the issues submitted.
3. 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.
4. The fees and expenses of the Arbitrator shall be shared equally by the District and the Association. 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.

5. 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 STEP THREE-A, 1. as above.

10.1.3.4 **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 or Rule, the grievant may, within fifteen (15) work 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:

1. The Board may employ a Hearing Officer to hear the case in its stead.
2. The Board may hear the case itself.
3. The Secretary of the Board shall schedule a hearing date to take place within fifteen- (15) workdays' receipt of the request.
4. The grievant shall be notified of said hearing at least five (5) work days prior to the set date.
5. The Secretary of the Board shall, within ten (10) workdays after the conclusion of the hearing, submit the findings and recommendations to the grievant and the Association.

10.2 **Additional Provisions**

- 10.2.1 A grievant can be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 10.2.2 The District shall not discriminate against any individual employee or the Association for taking action under this Article.
- 10.2.3 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the Human Resources files of the participants.

ARTICLE XI

MANAGEMENT RIGHTS

11.1 Recognition

- 11.1.1 The Association recognizes the District's inherent and traditional right to manage their respective business, as has been their practice in the past.
- 11.1.2 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.
- 11.1.3 The Association recognizes the right of the District to utilize outside contractors to perform security standby work during conditions requiring additional personnel such as widespread damage, public disorder, large demonstrations or gatherings, extended leave, or a sudden reduction in available security personnel. Such utilization of outside contractors shall be limited to three (3) months per incident.
- 11.1.4 The exercise of the District's rights stated herein is an exclusive function of Management.
- 11.1.5 The exercise of the Management Rights herein does not modify the employee's or the Association's right to appeal through the grievance procedure as set forth in this Agreement when, in the opinion of the employee(s) or the Association, such exercise violates the letter and intent of the Agreement.

ARTICLE XII

EMPLOYEE RIGHTS AND RESPONSIBILITIES

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 Department or other officially designated place.
- 12.1.2 Work-site 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 work-site 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 Human Resources 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. The employee may initial and date all documents added to his/her file.
 - 12.1.2.2 If such material is not placed in the official file and retained beyond the one (1) year period in the working file, such materials 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 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 A separate file for processed grievances shall be kept apart from the employee's personnel file. No reports on grievances shall be added to the employee's personnel file.

- 12.1.6 Upon request, a copy of the individual documents contained in either the official and/or working Human Resources files shall be afforded the employee at the District's expense. Requests for multiple copies or requests for complete copies of the entire file shall be paid for by the employee.
- 12.1.7 In the case of an upcoming hearing or other formal action, the employee is entitled to review this file and, upon request, receive a signed inventory sheet of his/her official file.
- 12.1.8 An incident that may form the basis for any written reprimand, warning, disciplinary action, or adverse affects can be documented in the official file no later than one (1) year after the incident, **EXCEPT** in cases of illegal action or employee fraud, which shall be documented within one (1) year from the date the District knew of its occurrence or demonstrably should have known. Any such material placed in the official file cannot be referred to in any subsequent disciplinary action occurring after three (3) years of the date this material is placed in the file. Such material shall, upon request, be withdrawn from his/her file after a three- (3) year period, **PROVIDED** it is not part of a formalized continuing action.

12.2 Evaluations

- 12.2.1 Employees will be evaluated in writing annually prior to the end of the employee's work year. No employee shall be required to sign a blank or incomplete evaluation form.
- 12.2.2 Employees will have the opportunity to write comments of their choosing regarding the evaluation. Such comments will be placed in the Human Resources file.

12.3 Non-Discrimination

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

12.4 Administering Medication

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 September 1, 1993 will be required to receive instruction/training in medically invasive procedures. Employees may be hired specifically to perform said medical procedures.

12.5 Student Discipline

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 Agreement. 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.

12.6 Employee Protection

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 shall be at a minimum of \$500,000. 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.

12.7 The District or its insurer shall reimburse any employee for any certified loss of or damage to personal property necessarily used in the performance of job duties, subject to the following limitations:

1. Reimbursement shall be first-dollar losses up to a limit of \$100.00.
2. There shall be no reimbursement for loss of cash.
3. The personal property shall have previously been registered with the District and approved by the immediate supervisor.

4. The employee must exhaust his/her own insurance possibilities before being eligible for reimbursement under this section.
5. There must be filed, through the employee's immediate supervisor, within twenty (20) days after the damage or loss, a claim for reimbursement.

12.8 The Board shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while engaged in any supervisory capacity as designated by the Board or their representative. The limit of liability provided under this policy for employees' personal property is \$500 per employee for each claim.

12.9 The District shall provide insurance coverage for any employee who discovers, in the course of his/her assignment, alleged child abuse. Reporting of such alleged abuse will follow established building/program procedures.

12.10 An employee may, using his/her best judgment, use such force as is necessary to protect himself/herself, another employee, or a student from attack, physical abuse or injury, **PROVIDED** that, the District's insurer and/or the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence or criminal act as determined by a court of law.

12.11 Classification and Reclassification

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

1. For the purpose of this Contract, "Classification" refers to the vertical arrangement of employee categories (Classes) based on the duties, responsibilities, skills and proficiencies for each position.
2. The purpose of these "Classes" is to provide reasonable wage differentials between employee categories based on assigned duties, responsibilities, skills and proficiencies.
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.

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

ARTICLE XIII

ASSOCIATION RIGHTS

13.1 The Association shall be provided with bulletin boards and electronic access to bulletin boards or sections thereof, for the purpose of posting Association materials at each work site at which employees covered by this Agreement are employed. The Association shall also have the right to use work site mailboxes of employees covered by this Agreement to distribute Association materials, **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.

13.2 District Facilities and 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. The Association shall have the right to use District audio-visual equipment normally available for checkout at no cost to the Association.

13.3 The Association shall be notified promptly of any grievances concerning any employee covered by this Agreement in accordance with the grievance provisions of Article X of this Agreement. A representative of the Association shall be afforded the time to investigate grievances during regular working hours without loss of pay or benefits, as long as the work in the department, office, or building is not unduly disturbed. Association representatives shall notify their immediate supervisors when leaving work and returning to work.

13.4 Exchange of Information

13.4.1 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.

13.4.2 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).

- 13.4.3 The Association and District agree that both requests for information and compliance therewith will be made in a timely manner.
- 13.4.4 The Association shall furnish to the District, prior to October 1, the names of its elected officers.
- 13.4.5 The District will make available, upon the request of the President of the Association, normal monthly reports of change in employment status of employees covered under this Agreement; i.e., new hires, transfers, promotions, demotions, terminations, etc. Upon request, the District will provide a list of bargaining unit members that shall include each employee's seniority date.
- 13.4.6 The President of the Association will be notified when an employee is reclassified.

13.5 Dues, Deductions and Representation Fees

- 13.5.1 Each employee subject to this 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 this Agreement.
- 13.5.2 All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees who are hired at a time subsequent to the effective date of this Agreement, 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.
- 13.5.3 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, as a condition of employment, pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount to be determined by the Association, but no greater than regular monthly dues. This service charge shall be collected by the Association in the same manner as monthly dues, upon written

request from the Association.

- 13.5.4 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 fee, 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.
- 13.5.5 Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall, as a condition of employment, 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 is made. If the employee and the Association cannot agree on such a matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.
- 13.5.6 The District shall deduct dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110 and service charges pursuant to this Article. The District shall transmit all such funds deducted to the Treasurer of the Washington Education Association on a monthly basis.
- 13.5.7 The Association shall indemnify the District against any liability that may arise out of, or by reason of, action taken by the District for the purpose of complying with this article.
- 13.5.8 The District will inform new hires of the terms and conditions of this Section 13.4 at the time of sign-on for employment.

ARTICLE XIV

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. It shall be deemed that Article XIV terminates on August 31, 2006.

ARTICLE XV

TERM AND SEPARABILITY OF PROVISIONS

15.1 Term of Agreement

The term of this Agreement shall be September 1, 2005 to August 31, 2006.

15.2 Applicability of Provisions

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.

15.3 Reopeners and Modification

This Agreement may be reopened in Spring 2006 for negotiations concerning wages and benefits, longevity and two additional Articles as selected by the Association and two additional Articles as selected by the District.

15.4 Conformity to Law

This Agreement shall be reopened as necessary to consider the impact of legislation enacted following the execution of this Agreement which affects the terms and conditions herein. All Contract modifications will be in conformance with State legislative action and the attending WAC's and, if found not in conformance by S.P.I. or other government regulatory agencies or a court of law, the provisions in question shall be deemed invalid and proper modifications and necessary adjustments shall be made to bring the District into conformance. Also, collective bargaining may be initiated at the request of either party to adjust, where necessary, Contract language to reflect the

adjustments that have been necessary to bring the District into compliance with the law.

15.5 Separability

If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected. Such provision shall be subject to negotiation pursuant to a written request by either party.

Signed this _____ of _____, 2006

RENTON SCHOOL DISTRICT

**RENTON PROFESSIONAL-
TECHNICAL ASSOCIATION,
WEA/NEA**

President, Board of Directors

President

Chief Negotiator

Rainier Uniserv
Representative

APPENDIX A
 Renton Professional-Technical Association
 Salary Schedule

September 1, 2001 – August 31, 2002

	F	G	H	I
I. Services Support Staff I				
Index	1.000	1.020	1.040	1.061
260 Day Salary Schedule	27,317	27,727	28,137	28,546
Hourly Rate	13.1332	13.3303	13.5274	13.7240
II. Services Support Staff II				
Index	1.150	1.173	1.196	1.220
260 Day Salary Schedule	31,415	31,879	32,371	32,862
Hourly Rate	15.1034	15.3264	15.5630	15.7990
III. Program Support Staff				
Index	1.236	1.261	1.286	1.312
260 Day Salary Schedule	33,764	34,283	34,802	35,321
Hourly Rate	16.2327	16.4822	16.7317	16.9813
IV. Administrative Support Staff				
Index	1.545	1.576	1.608	1.640
260 Day Salary Schedule	42,205	42,833	43,489	44,144
Hourly Rate	20.2909	20.5928	20.9082	21.2231
V. District Support Staff				
Index	1.777	1.813	1.849	1.886
260 Day Salary Schedule	48,542	49,280	50,017	50,755
Hourly Rate	23.3375	23.6923	24.0466	24.4014

See Article IX, Section 9.1.1 for eligibility for increments.

APPENDIX B
 Renton Professional-Technical Association
 Salary Schedule

September 1, 2002 – August 31, 2003

	F	G	H	I
I. Services Support Staff I				
Index	1.000	1.015	1.030	1.045
260 Day Salary Schedule	28,300	28,725	29,149	29,574
Hourly Rate	13.6060	13.8102	14.0144	14.2181
II. Services Support Staff II				
Index	1.150	1.167	1.185	1.203
260 Day Salary Schedule	32,545	33,027	33,536	34,045
Hourly Rate	15.6471	15.8782	16.1232	16.3678
III. Program Support Staff				
Index	1.236	1.255	1.274	1.293
260 Day Salary Schedule	34,979	35,517	36,055	36,592
Hourly Rate	16.8171	17.0756	17.3341	17.5926
IV. Administrative Support Staff				
Index	1.545	1.566	1.592	1.616
260 Day Salary Schedule	43,724	44,375	45,054	45,733
Hourly Rate	21.0213	21.3341	21.6609	21.9871
V. District Support Staff				
Index	1.777	1.804	1.831	1.858
260 Day Salary Schedule	50,290	51,054	51,818	52,582
Hourly Rate	24.1777	24.5452	24.9123	25.2799

See Article IX, Section 9.1.1 for eligibility for increments.

APPENDIX C

**RENTON PROFESSIONAL TECHNICAL ASSOCIATION (RPTA)
SALARY SCHEDULE**

SEPTEMBER 1, 2003 – AUGUST 31, 2004

TITLE	F	G	H	I
I. SERVICES SUPPORT STAFF I				
Index	1.000	1.015	1.030	1.045
260 Day Salary	28,589	29,018	29,447	29,875
Hourly Rate	\$13.7447	\$13.9511	\$14.1573	\$14.3631
II. SERVICES SUPPORT STAFF II				
Index	1.150	1.167	1.185	1.203
260 Day Salary Schedule	32,878	33,364	33,878	34,392
Hourly Rate	\$15.8067	\$16.0402	\$16.2877	\$16.5348
III. PROGRAM SUPORT STAFF				
Index	1.236	1.255	1.274	1.293
260 Day Salary	35,336	35,880	36,423	36,966
Hourly Rate	\$16.9886	\$17.2498	\$17.5109	\$17.7721
IV. ADMINISTRATIVE SUPPORT STAFF				
Index	1.545	1.568	1.592	1.616
260 Day Salary	44,170	44,828	45,514	46,200
Hourly Rate	\$21.2357	\$21.5517	\$21.8818	\$22.2114
V. DISTRICT SUPPORT STAFF				
Index	1.777	1.804	1.831	1.858
260 Day Salary	50,803	51,575	52,346	53,119
Hourly Rate	\$24.4243	\$24.7956	\$25.1664	\$25.5378

**RENTON PROFESSIONAL TECHNICAL ASSOCIATION (RPTA)
SALARY SCHEDULE
SEPTEMBER 1, 2004 – AUGUST 31, 2005**

APPENDIX D

TITLE	F	G	H	I
I. SERVICES SUPPORT STAFF I				
Index	1.000	1.015	1.030	1.045
260 Day Salary	\$29,304	\$29,744	\$30,183	\$30,622
Hourly Rate	\$14.0883	\$14.2999	\$14.5112	\$14.7222
II. SERVICES SUPPORT STAFF II				
Index	1.150	1.167	1.185	1.203
260 Day Salary Schedule	\$33,700	\$34,198	\$34,725	\$35,252
Hourly Rate	\$16.2019	\$16.4412	\$16.6949	\$16.9482
III. PROGRAM SUPORT STAFF				
Index	1.236	1.255	1.274	1.293
260 Day Salary	\$36,220	\$36,777	\$37,333	\$37,890
Hourly Rate	\$17.4133	\$17.6811	\$17.9487	\$18.2164
IV. ADMINISTRATIVE SUPPORT STAFF				
Index	1.545	1.568	1.592	1.616
260 Day Salary	\$45,275	\$45,948	\$46,652	\$47,355
Hourly Rate	\$21.7666	\$22.0905	\$22.4289	\$22.7667
V. DISTRICT SUPPORT STAFF				
Index	1.777	1.804	1.831	1.858
260 Day Salary	\$52,073	\$52,864	\$53,655	\$54,447
Hourly Rate	\$25.0349	\$25.4155	\$25.7956	\$26.1763

**RENTON PROFESSIONAL TECHNICAL ASSOCIATION (RPTA)
SALARY SCHEDULE
SEPTEMBER 1, 2005 - AUGUST 31, 2006**

APPENDIX E

TITLE	F	G	H	I
I. SERVICES SUPPORT STAFF I Index 260 Day Salary Hourly Rate	1.000 \$29,890 \$14.3701	1.015 \$30,339 \$14.5859	1.030 \$30,787 \$14.8014	1.045 \$31,235 \$15.0166
II. SERVICES SUPPORT STAFF II Index 260 Day Salary Hourly Rate	1.150 \$34,374 \$16.5259	1.167 \$34,882 \$16.7700	1.185 \$35,420 \$17.0288	1.203 \$35,957 \$17.2872
III. PROGRAM SUPPORT STAFF Index 260 Day Salary Hourly Rate	1.236 \$36,944 \$17.7616	1.255 \$37,512 \$18.0347	1.274 \$38,080 \$18.3077	1.293 \$38,648 \$18.5807
IV. ADMINISTRATIVE SUPPORT STAFF Index 260 Day Salary Hourly Rate	1.545 \$46,180 \$22.2019	1.568 \$46,867 \$22.5323	1.592 \$47,585 \$22.8775	1.616 \$48,302 \$23.2220
V. DISTRICT SUPPORT STAFF Index 260 Day Salary Hourly Rate	1.777 \$53,114 \$25.5356	1.804 \$53,922 \$25.9238	1.831 \$54,728 \$26.3115	1.858 \$55,536 \$26.6998

INDEX

adoption.....	29	job description.....	6
affirmative Action.....	14	jury duty.....	23
altered work schedule.....	9	layoff.....	12
approved work.....	9	leaves.....	18
arbitrator.....	44	leave sharing.....	20
bargain.....	5	mail.....	51
benefit.....	13	management.....	46
bereavement.....	22	maternity.....	25
callback.....	10, 41	military leave.....	23
child rearing.....	29	overtime.....	9
compensatory time.....	9	overtime.....	10
deduction.....	42	personal convenience.....	24
definitions.....	7,26	personnel file.....	47
degree.....	18	pooling.....	37
discharge.....	10	position.....	6,13
discipline.....	10	reclassification.....	50
dues.....	52	reopeners.....	54
electronic transfer.....	41	resign.....	15
emergency.....	22	retirement.....	20
emergency-Hardship.....	22	salary.....	39
employee rights.....	47	seniority.....	12
evaluation.....	48	sick leave.....	13,18,28,30
family medical leave.....	27	stipend.....	17
flexible benefits.....	38	strikes.....	54
grandfather.....	14, 41	termination.....	13
grievances.....	42, 51	training.....	16
holiday.....	10, 32, 40	unused leave.....	21
increment.....	13	vacation.....	33
injury.....	29	warning.....	11
inservice.....	16	work day.....	8
insurance.....	29, 35	workers' compensation.....	30
involuntary transfer.....	14	working conditions.....	6