

# **AGREEMENT**

**BY AND BETWEEN**

**CLASSIFIED PUBLIC EMPLOYEES  
ASSOCIATION  
(CPEA)**

**AND**

**ONALASKA SCHOOL DISTRICT NO. 300**

**SEPTEMBER 1, 2015**

**THROUGH**

**AUGUST 31, 2018**

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This Agreement, made and entered into this 20th day of July, 2015, by and between the Onalaska School District No. 300 (hereinafter designated as the Employer), and the Classified Public Employees Association/Washington Education Association (CPEA/WEA) (hereinafter designated as the Union), is for the purpose of governing their labor relations by fixing the scale of wages, schedules of hours and conditions of employment for the designated employees employed in the Onalaska School District.

## ARTICLE I - RECOGNITION AND COVERAGE OF AGREEMENT

**Section 1.1** The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Union recognizes the responsibility of representing the interests of all such employees.

**Section 1.2** Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

**Section 1.3** The bargaining unit to which this Agreement is applicable shall consist of all full-time and regular part-time classified employees including: custodial, grounds keeper and maintenance employees; excluding: food service, aides, secretarial, confidential and custodial/maintenance supervisors.

## ARTICLE II - STATUS OF AGREEMENT

**Section 2.1** All conditions of employment in the contract shall be maintained at the current level of standards in effect in the District at the time this Agreement is signed.

**Section 2.2** Any past practices of employment pertaining to wages, hours and conditions of employment shall continue in effect in the District at the time this Agreement is signed.

**Section 2.3** This Agreement may be re-opened on any money item(s) during the term of the contract by mutual agreement. Any modification of the contract will be in writing.

## ARTICLE III - RIGHTS OF THE EMPLOYER

**Section 3.1** It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District in accordance with applicable laws, regulations, and the provisions of this Agreement. The District shall retain the right to maintain efficiency of the District operation by directing the work force, hiring, promoting, retaining and assigning employees in positions, suspending, discharging, demoting, or taking other disciplinary action against employees, and releasing employees from duties because of lack of work or theft or unauthorized use of District vehicles or equipment or gross misconduct and determining the methods, the means, and the personnel by which such operation is conducted.

**Section 3.2** The right to make reasonable rules and regulations shall be considered acknowledged functions of the District to the extent such rules and regulations are consistent with the terms of this Agreement.

## ARTICLE IV - RIGHTS OF EMPLOYEES

**Section 4.1** Full rights of citizenship are guaranteed and neither the District nor the Union shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health and safety of the physically handicapped person or others.

**Section 4.2** The Employer shall not subcontract customary bargaining unit work to non-bargaining unit employee(s) or person(s), providing bargaining unit employees have the necessary skills to carry out the activity(ies).

**Section 4.3** Each employee will be evaluated, in writing, at least once during his/her work year. Employees will be given a copy of the evaluation report at least one day prior to any conference scheduled to discuss it. It is recognized that the District has the right and the obligation to determine the quality of an employee's work performance.

The employee will have the opportunity to write a rebuttal to his/her evaluation.

An employee shall be given a written copy of any evaluation. The contents of the evaluation shall remain confidential.

If an employee is given a negative evaluation, the reasons shall be set forth in specific terms. The district will provide a written specific plan of remediation. The employee will be given 30 days to implement the recommendations. The employee will be re-evaluated at least once, in writing, during the 30 days. All monitoring or observations shall be conducted openly and with the full knowledge of the employee. In the event the employee is not continued in employment, the District will advise the employee of the specific reasons, in writing, with a copy to the Union.

**Section 4.4** Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

**Section 4.5** The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area.

**Section 4.6** Employees may use reasonable measures with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property.

## ARTICLE V - RIGHTS OF THE UNION

**Section 5.1** The manner in which the Union shall communicate with the District shall be through the office of the Superintendent.

**Section 5.2** Employees may have a personal representative or union representative present at the time of a formal disciplinary action (written reprimand or suspension) taken if they request such an explanation. Employees also have the right to a personal representative/union representative at other requested meetings with District officials. The employee will inform the District within 24 hours of their intent to have a personal representative/union representative present. The District shall respond to such requests within five (5) school business days. A copy of such response shall go to the Union.

**Section 5.3 Committees**

A Negotiating Committee shall be selected by the Union.

Meetings shall be scheduled to least interfere with school activities, and shall be scheduled outside the working hours when necessary.

**Section 5.4 Building Access**

The Business Agent for the Union may have access to all buildings covered by this Agreement to discharge his/her duties as a representative of the union; PROVIDED, the Principal or his/her representative is notified in advance, and, PROVIDED FURTHER, that the employees are not disturbed in performance of their duties.

**Section 5.5 Bulletin Boards**

The District will make available suitable space at the elementary school and the bus garage for the exclusive use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees and rulings and policies of the Union and shall bear the signature of the authorizing Union agent.

**Section 5.6 Maintenance of Membership**

All employees subject to this Agreement who are not members of the Union on the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Union within sixty (60) days of the effective date of this Agreement or within sixty (60) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Union in good standing during the period of this Agreement; provided that this provision shall not apply to any employee, who, within thirty (30) days preceding the next ending of this Agreement, shall withdraw from the Union by sending a signed statement to the Union with a copy to the District.

**Section 5.7 Dues Deduction**

Upon receipt of a written authorization by a bargaining unit employee, the Employer shall deduct from the pay of such employee the amount of dues as certified by the Representative of the Union to be uniformly required as a condition of membership in the Union and shall transmit the same to the Union.

Dues deduction authorization by the employee shall be on a form approved by the parties hereto and shall be effective for the term of this agreement.

The Union will indemnify, defend and hold the Employer harmless against any claims made against and any suit instituted against the Employer on account of any check-off of Union dues. The Union agrees to refund to the Employer and/or the employee any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

**Section 5.8 Rights of the Union**

The District shall furnish information to the Union as may be requested under applicable law and regulation together with legally disclosable information which may be necessary for the Union to process any grievance and to prepare for contract negotiations.

**Section 5.9** The Union will be provided with a copy of all new/revised policies that are adopted by the Board of Directors.

**Section 5.10** The Union will be notified of all new bargaining unit hires, transfers and terminations/resignations following Board approval of such personnel actions including hours, salary and benefits.

## ARTICLE VI - HOURS OF WORK AND OVERTIME

**Section 6.1** The normal work week shall consist of five (5) consecutive days followed by two (2) consecutive days of rest. Four day per week, 10 hour days may be utilized with permission of the Superintendent during winter, spring and summer vacations.

**Section 6.2** The District shall establish work shifts with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties, including rest periods of fifteen (15) minutes for each four (4) hours of work. Shifts in excess of four (4) hours per day shall include, in addition to the above, an uninterrupted lunch period of not less than thirty (30) minutes, of the employee's own time, to be as near the middle of the shift as possible.

**Section 6.3** Each employee shall be assigned to a definite and regular shift and work week, which shall not be changed without prior notice to the employee of two (2) calendar weeks. This notice may be waived by the employee.

**Section 6.4** Employees required to work through their regular lunch periods will be given time to eat within their work shift as agreed upon by the employee and the supervisor. In the event an employee is required to forego a lunch period and works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at time and one-half or such time shall be included within his/her regular work shift.

**Section 6.5** Special service shall be defined as any and all work noncontiguous with regular daily work shifts or on an employee's day of rest. Employees performing special services shall be compensated for a minimum of two and one half (2 1/2) hours, and for all succeeding hours worked at appropriate rates as set forth in Appendix A of this Agreement.

**Section 6.6** When schools are closed early by inclement weather, ice, snow or other emergencies, employees scheduled for work during the hours of early closure will not suffer loss in wage or benefits, as long as they had reported to work and were working at the time of the emergency closing.

**6.6.1** Employees whose work shift start times are after the school early closure shall not be required to report to work. They will have the option to use sick leave, personal leave or vacation leave.

**6.6.2** In the event school is closed due to a State of Emergency, Association members may elect to use sick leave, personal leave or offered the opportunity to make up the time.

### **Section 6.7 Overtime**

All hours of work subject to overtime rates of pay shall be approved, in advance, by the District Superintendent; provided, however, in case of unusual circumstances the supervisor shall verify the situation, and if justified in his or her opinion, shall recommend to the Superintendent that said overtime should be granted.

**6.7.1** All employees shall be compensated at the rate of one and one-half (1 1/2) times their base rate for all hours worked over forty (40) hours per normal work week. Compensable hours shall be defined as any hours for which compensation is paid (ie: sick, personal and vacation leave).

**6.7.2** All employees shall be compensated at the rate of two and one-half (2 1/2) times their base rate for all hours worked on holidays as defined in Section 7.1 of this Agreement.

**6.7.3** Planned overtime shall be offered by seniority.

**6.7.4** No employee shall be required to work overtime except in an emergency as determined by the District.

**Section 6.8 Salary Schedule Advancement**

For payroll purposes, it is agreed that September 1 of each fiscal year employee's will advance one step on the adopted salary schedule instead of the actual individual's anniversary date.

**ARTICLE VII - HOLIDAYS AND VACATIONS**

**Section 7.1 Holidays**

All employees shall receive the following paid holidays that fall within their work year:

1. Labor Day
2. Veterans' Day
3. Thanksgiving Day and the Friday following
4. Christmas Day and two days before or after
5. New Year's Day and one day before or after
6. Martin Luther King's Birthday
7. The Friday of Mid-Winter Break
8. President's Day
9. Spring Vacation, one day during week
10. Memorial Day
11. Independence Day

**7.1.1 Unworked Holidays**

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

**7.1.2 Holidays During Vacation or on a Weekend**

Should a holiday occur while an annual employee is on vacation, the employee shall be allowed to take an extra day of vacation with pay in lieu of the holiday. Should a holiday fall on a Saturday or Sunday, Friday or Monday will be observed as a holiday, as determined by the Superintendent.

**Section 7.2 Vacations**

All employees subject to this Agreement shall earn hours of vacation based on hours worked subject to the following provisions:

**7.2.1** All employees subject to this Agreement shall earn hours of vacation credit, based on hours worked during the period September 1, to August 31, computed as follows:

- A. All employees serving on a full time twelve (12) month (2080 hours) basis shall be entitled to a paid vacation in accordance with the following schedule:
1. One through seven (7) years of employment – ten (10) working days.
  2. After seven (7) years of employment - fifteen (15) working days.
  3. After fifteen (15) years of employment - twenty (20) working days.

Ten to twelve month employees shall be paid vacation and holiday time on the following basis:

Number of working hours/2,080 X 24 vacation and holiday days.

Example: Someone working 210 days X 8 hours = 1,680

$1,680/2,080 = .8$

$.8 \times 24 = 19.2$  days

paid for 19.2

**7.2.2** In computing the total vacation credit for any period of service, part of an hour will be disregarded if less than one-half (1/2) hours, otherwise, it will be counted as a full hour.

**7.2.3** All hours worked will be counted in the computation of vacation credit, and hours worked at premium rates shall be counted as straight-time hours in such computation. For every regular work day from which an employee is absent due to compensated leave, excluding holidays, the hours of the employee's normal work shift shall be credited as if worked.

**7.2.4** No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, that no employee shall be denied accrued vacation benefits due to District employment needs.

**7.2.5** Vacation time periods shall be agreed upon by the employee and the Superintendent; however, that when the parties are in disagreement over said vacation time periods, the decision of the Superintendent shall be final.

**7.2.6** Each daily or part-time employee shall receive a prorated percentage of the vacation authorized annual employees.

## **ARTICLE VIII - LEAVES**

### **Section 8.1 Sick Leave**

Every employee holding a regular full-time position (2,080) hours shall accrue a total of fifteen (15) days for illness, injury and emergency leave, for each school year. Unused leave under this provision shall accumulate to a maximum of 260 days for full-year employees, 180 days for employees working the school year (1,440) hours. Employees working between 1,440 and 2,080 hours shall have their maximum sick leave accumulation prorated.

Every employee holding a regular part-time position shall accrue annual sick leave with pay in proportion to the relationship of their basic work week as to 40 hours.



- 8.1.1 Sick leave may be used for absence caused by illness, emergency, injury, and/or maternity.
- 8.1.2 In the event an employee is absent due to work related injury qualifying for Industrial Insurance benefits, the District shall pay the employee their regular wage deducted from the employee's accumulated sick leave and then vacation leave and personal leave in accordance with the amount paid to the employee by the District. The employee may submit any payment received from worker's compensation to the District for credit to the employee's sick, vacation and personal leave balances.

**Section 8.2** When an employee will be absent from work due to illness he/she shall give notice to the Superintendent or the person designated by the Superintendent to receive such notice, not later than one (1) hour prior to the start of the shift on the first day of the illness. If the absence may be for consecutive days, the District should be notified of a probable date of return.

**Section 8.3** To the extent required by law employees may cash in unused sick leave days above an accumulation of sixty (60) days at the ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may either cash in up to twelve (12) days per year on January 1 of each school year and/or implement an employee attendance incentive program, commonly known as "sick leave cash out", as described in applicable state laws and regulations to include RCW 28.400.210.

**Section 8.4** All compensated but unused leave benefits shall terminate and/or be forfeited upon termination of employment. Unused accumulated sick leave shall be restored upon reemployment with the District.

**Section 8.5 Bereavement Leave**

Up to a maximum of three (3) days leave per year with pay may be authorized by the District in the event of death of any member of the immediate family unless the death involves a spouse or child, an estate settlement and/or out-of-state travel. If such is the case, up to an additional two (2) days may be provided. The District retains the right to require the employee to submit proof of death and/or relationship of decedent. Bereavement leave shall not be deducted from sick leave.

**Section 8.6 Jury Duty and Subpoena Leave**

Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on work days shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay shall be granted when an employee is subpoenaed by the District to appear in a court of law in school-related litigation. If any witness fees are paid, in excess of employee's regular rate of pay, those fees will be retained by the member.

**8.6.1** Time in court shall be deducted from the employee's shift hours. If four or less hours of the shift remain, the employee shall not be required to report to work.

**Section 8.7 Military Leave**

Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

**Section 8.8 Emergency Leave**

Emergency leave is deducted from sick leave. Emergency leave may be taken at the employee's discretion, due to a problem that has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence, provided however, that no more than three (3) days per year may be taken for this leave. The employee shall notify the Superintendent as soon as possible. Emergency leave is not sick leave nor bereavement leave.

**Section 8.9 Personal Leave**

Two (2) days of personal leave may be taken each year and can accumulate to a maximum of three (3) days. Such leave shall not be deducted from sick leave. The employee shall notify the Superintendent at least three (3) days in advance of personal leave.

**Section 8.10 Association Leave**

The District shall grant the Union four (4) days leave with pay (in addition to sick/annual leave) to conduct Union business with pre-approved reimbursement from WEA.

**Section 8.11 Unpaid Leave**

Unpaid leave must be approved in writing by the Superintendent. Unless an emergency exists, unpaid leave must be requested in advance. In the event sick leave has been exhausted and/or the employee requests a leave of absence for a period of up to one year, the employee shall return to the same or comparable position with no loss of benefits or seniority. Extension of the leave will be considered by the Board upon written request.

**8.12 Leave Sharing**

Leave sharing shall be granted to any eligible member in accordance with RCW 41.04.665 Leave Sharing Program.

**ARTICLE IX - PROBATION SENIORITY AND LAYOFF PROCEDURES**

**Section 9.1** Seniority is defined as the total years of service within the bargaining unit. The seniority of an employee in the bargaining unit shall be established as of the employee's first workday in the bargaining unit.

**Section 9.2** Each new hire shall be subject to a sixty (60) working day probationary training period following the hire date and will be placed at the zero (0) step on the salary schedule. During the probationary period, the district may discharge such employee at its discretion.

**Section 9.3** At the end of the designated working day probationary period, following a successful evaluation, the superintendent, with input from the Union, will determine which, if any, past employment experience is applicable to the position for which the employee was hired and grant up to Step 3 placement on the salary schedule.

**Section 9.4** The seniority rights of an employee shall be lost for the following reasons:

- a. Resignation;
- b. Discharge;
- c. Retirement; or
- d. Eighteen (18) consecutive months of layoff

**Section 9.5** Seniority accrued shall not be lost for the following reasons without limitation:

- a. Time lost by reason of industrial accident or industrial illness as a result of jobs covered under this Agreement.
- b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.

- c. Time spent on other authorized leaves; or
- d. Time spent in layoff status as hereinafter provided.

**Section 9.6** Seniority rights shall be effective within the general job classification.

**9.6.1** Employees in the bargaining unit shall not regress from their current step on the salary schedule when moving to a different position within the bargaining unit.

**Section 9.7** The District shall publicize within the bargaining unit, by written posting for a minimum of five (5) days, the availability of new or open positions as soon as is practicable after the District is apprised of the opening.

**9.7.1** During the above posting period, the District may temporarily fill the vacant position at its discretion. In the event of promotion, transfer or layoff the selection of the employee(s) to be promoted, transferred or laid off within a general job classification shall be in accordance with seniority providing the employee(s) meets the qualifications for the position. In case of layoff, the least senior employee will be laid off first.

**9.7.2** Tiebreaker for determining seniority date of those employees having identical dates of hire will be earliest application date of the employees.

**Section 9.8 Reemployment**

Employees with permanent status who are on layoff are to be placed on a reemployment list maintained by the District according to layoff ranking and are to have priority to the extent of at least one opportunity in filling any opening in the classification they held immediately prior to the layoff. Reemployment shall be within the location from which they are laid off and the order of reemployment shall be in the inverse order of the original reduction in force ranking. Names shall remain on the reemployment list for eighteen (18) months.

**Section 9.9** Any employee on layoff status shall file his/her address in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

**Section 9.10** An employee shall forfeit rights to reemployment as provided in Section 9.8 if he/she does not comply with the requirements of Section 9.9, or if he/she does not respond to an offer of reemployment within the bargaining unit within ten (10) days.

**Section 9.11** An employee on layoff status who rejects an offer of reemployment within the bargaining unit forfeits seniority and all other accrued benefits.

**ARTICLE X - DISCIPLINE AND DISCHARGE**

**Section 10.1** The District shall have the right to discipline or discharge an employee for sufficient cause. The issue of sufficient cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

**Section 10.2 Notification to Non-Annual Employees**

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months' work per year.

**10.2.1** Should the District decide to not reemploy any non-annual employee for the following school year, the employee shall, wherever possible, be notified in writing, stating the reasons, prior to the expiration of the current school year.

**10.2.2** Nothing contained herein shall be construed to prevent the District from discharging an employee for sufficient cause.

**Section 10.3** When the District investigates an allegation or complaint against an employee and chooses not to reprimand, discipline or take adverse action against the employee, documents regarding this allegation or complaint will be used for no purposes other than an investigation.

## **ARTICLE XI - HEALTH AND WELFARE**

### **Section 11.1 Health and Welfare Benefits**

Beginning September 2004 the District shall provide the maximum allowable state insurance allocation per month for each FTE covered by this bargaining agreement on a pooled (based on 1440 hours) basis.

Each employee covered by this agreement and working less than 1.0 FTE will receive a pro rata share, based on their percentage of FTE.

The monthly state insurance allocation may be used to provide:

1. A medical insurance plan, including prescriptions, to all employees and their eligible dependents.
2. A dental plan to all employees and their eligible dependents.
3. A vision plan to all employees and their eligible dependents.

**Section 11.2** All insurance plans described in 11.1 shall be those agreed upon by the District and the Union.

**Section 11.3** One hundred (100) percent of the HCA Retirement subsidy costs (based on FTE of 1440 hours) shall be paid by the District.

**Section 11.4** The District shall recalculate the insurance pool twice per year.

**Section 11.5** The District shall provide the Union an accounting, for all employees covered by this agreement, of all benefit contributions to the pool, all allocation payments from 11.1, and an ongoing analysis of employee insurance plan enrollment and premiums for approved plans during the period September 1<sup>st</sup> through August 31<sup>st</sup>. This shall occur October 31<sup>st</sup> and February 28<sup>th</sup>.

**Section 11.6** The intent of the parties is to provide the insurance contribution stated in 11.1 to the employee pool, to be distributed among members of the bargaining unit on a fair share basis to those who do not generate sufficient monies to cover the full cost of medical coverage and/or other core coverage. From the dollar amount available to each employee, first shall be deducted the cost of the District's dental and vision plans, with the remaining monies available for application to the medical insurance programs. Any unused benefit monies will be accumulated in a pool which shall be used on a monthly basis to reduce or eliminate payroll deductions of bargaining unit members for approved plans. After pooled dollars have been used to fully fund benefits, if there are dollars remaining in the pool, these dollars will be divided equally over all full-time employees in the Union (pro rata for part-time employees). These excess dollars may be used to purchase voluntary plans according to RCW 28A.400.280.

**11.6.1** Union members working less than four (4) hours per day shall receive dental and vision benefits only to the degree their FTE generates it.

**11.6.2** Union members hired after the insurance pooling has been completed shall receive insurance benefits according to the following criteria:

- 1) Employees working less than four (4) hours per day shall receive dental and vision benefits only to the degree their FTE generates it.
- 2) Employees working more than four (4) hours per day shall receive insurance benefits on a prorated basis (based on 1440 hours).

These benefits shall be paid by the District.

**Section 11.7** Any employee may participate in any other Union approved voluntary program; however, all premiums will be paid from payroll deductions. These premiums/payroll deductions will not be included in any pooling calculations.

**Section 11.8** Employees are allowed to continue to participate in District insurance plans while on a district approved leave of absence by submitting the premiums to the district monthly.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

**Section 12.1 Scope**

The purpose of this Article is to provide for a mutually acceptable method for prompt and equitable settlement of employee grievances and disputes over the interpretation and application of specific terms of this Agreement.

**Section 12.2 Definition**

A grievance is an alleged violation or misapplication of a specific article or section of this Agreement.

**Section 12.3 Grievance Steps**

The employee shall first discuss the grievance with the immediate supervisor. All grievances not brought to the immediate supervisor within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing. At any point during the first two steps of the grievance procedure, the aggrieved may file a written notice to the Superintendent terminating the grievance.

**Section 12.4** If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

- a. The facts on which the grievance is based
- b. A reference to the provision in this Agreement and the words which have been specifically violated
- c. The remedy sought

**12.4.1** The employee shall submit the written statement of grievance to the immediate supervisor and superintendent for reconsideration. If the employee wishes, he/she may be accompanied by a Union representative at subsequent discussions or meetings. The parties will have ten (10) working

days from submission of the written statement of grievance to resolve it. A written statement indicating the disposition of the grievance shall be furnished the aggrieved. If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within the ten (10) working days.

**12.4.2** If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the employee believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District Superintendent or the Superintendent's designee. After such submission, the parties will have fifteen (15) working days to resolve the grievance. A written statement indicating the disposition of the grievance shall be furnished the aggrieved with a copy to the Union. If an agreeable disposition has been made, the aggrieved party and/or the Union shall terminate the grievance in writing within ten (10) working days.

If the Union is not satisfied with the disposition of the grievance at Section 12.4.2, the union can submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by Lewis County Mediation Services in accord with its rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the Union shall be permitted to assert in such arbitration proceeding any grounds not previously disclosed to the other party.

The decision of the arbitrator will be submitted to the Union and the board and will be final and binding upon them. The costs and expenses of the arbitrator will be borne equally by the union and by the District. All other costs will be borne by the party incurring them.

### **ARTICLE XIII - COMPENSATION**

**Section 13.1** Employees shall be compensated in accordance with the provisions of this Agreement, for all hours worked.

**Section 13.2** Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

**Section 13.3** Any employee 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 state rate per mile.

**Section 13.4 Pay Checks**

Those employees subject to the provisions of this Agreement will be paid in twelve (12) equal pay checks in the calendar year.

**Section 13.5** The cost of living increase by the state will automatically be applied to the salary schedule.

**Section 13.6 Longevity**

A longevity increment for lead custodians, groundskeepers, and custodians shall be added to the salary schedule according to the following schedule:

- September 1 of year 11 = 1% above year 8
- September 1 of year 16 = 1.5% above year 11
- September 1 of year 21 = 2% above year 16
- September 1 of year 26 = 2.5% above year 21

#### ARTICLE XIV - TERM AND SEPARABILITY OF PROVISIONS

**Section 14.1** The terms of this Agreement shall be September 1, 2015 to August 31, 2018.

**Section 14.2** 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 thereby.

**Section 14.3** Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state or federal statutes or regulations.

**FOR THE ASSOCIATION**

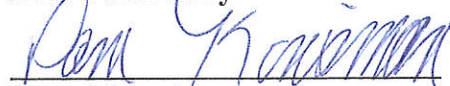
  
Negotiating Committee Member

  
Negotiating Committee Member

**BOARD OF EDUCATION**

  
Board Chair

  
Board Secretary

  
Board Member

  
Board Member

  
Board Member

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Board Member

Dated: July 20, 2015



**ONALASKA SCHOOL DISTRICT NO. 300  
2015 - 2018 Adopted Custodial/Maintenance/Groundskeeper Salary Schedule**

STEPS	0	1	2	3	4	5	6	7	8	9/1 of Year 11	9/1 of Year 16	9/1 of Year 21	9/1 of Year 26
<b>Current Salaries</b>													
CUSTODIAN & GROUNDSKEEPER	12.94	13.37	13.79	14.26	14.73	15.16	15.60	16.06	16.76	16.93	17.18	17.52	17.96
<b>2015-2016 = COLA of 3% plus .25/hr</b>													
Building Custodian	13.58	14.02	14.45	14.94	15.42	15.87	16.32	16.79	17.51	17.69	17.95	18.30	18.75
Groundskeeper	14.58	15.02	15.45	15.94	16.42	16.87	17.32	17.79	18.51	18.69	18.95	19.30	19.75
Maintenance	14.58	15.02	15.45	15.94	16.42	16.87	17.32	17.79	18.51	18.69	18.95	19.30	19.75
<b>2016-2017 = COLA of 1.8% plus .50/hr</b>													
Building Custodian	14.32	14.77	15.21	15.71	16.20	16.66	17.11	17.59	18.33	18.51	18.77	19.13	19.59
Groundskeeper	15.34	15.79	16.23	16.73	17.22	17.67	18.13	18.61	19.34	19.53	19.79	20.15	20.61
Maintenance	15.34	15.79	16.23	16.73	17.22	17.67	18.13	18.61	19.34	19.53	19.79	20.15	20.61
<b>2017-2018 = (COLA % if passed by legislature) plus .50/hr</b>													
Building Custodian	14.82	15.27	15.71	16.21	16.70	17.16	17.61	18.09	18.83	19.01	19.27	19.63	20.09
Groundskeeper	15.84	16.29	16.73	17.23	17.72	18.17	18.63	19.11	19.84	20.03	20.29	20.65	21.11
Maintenance	15.84	16.29	16.73	17.23	17.72	18.17	18.63	19.11	19.84	20.03	20.29	20.65	21.11