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AGREEMENT BETWEEN
WOODLAND SCHOOL DISTRICT #404
AND THE
WOODLAND SECRETARIAL ASSOCIATION

ARTICLE I - ADMINISTRATION

Section 1 - Recognition

- 1.1.1 The Woodland School District hereby recognizes the Woodland Secretarial Association/Washington Education Association/National Education Association as the exclusive bargaining representative for all regular full-time and regular part-time secretarial and office/clerical employees within the Woodland School District; excluding supervisors, confidentials and all other employees.
- 1.1.2 The term "Association" when used hereinafter in the Agreement shall refer to the Woodland Secretarial Association/Washington Education Association/National Education Association.
- 1.1.3 The term "employee" when used hereinafter in the Agreement shall refer to all classified employees represented by the Association.
- 1.1.4 In the event that the District assigns an employee to perform services regularly performed by an employee with a classification having a higher rate of pay for more than one (1) regular shift during a monthly pay period, the assigned employee shall be paid at the higher rate of classification while performing the work of said classification. If steps are involved, he/she will be paid at their present step. Employees asked to perform work in a position of a lower rate of pay shall be paid at their regular rate. When changes in the duties of a position are enough to reclassify the position, the position shall be bargained by an Association representative. The monetary value of new positions for which no existing classification applies will be bargained with the Association.
- 1.1.5 The District agrees that supervisors or non-bargaining unit personnel shall not be used at any time to displace employees regularly employed within the bargaining unit, except in situations where the bargaining unit employees are not available or have refused to do the work as assigned.

Section 2 - Status of Agreement

- 1.2.1 This Agreement shall supersede any rules, regulation, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- 1.2.2 All provisions shall continue in effect until a successor Agreement is negotiated as per 5.1.1.
- 1.2.3 This Agreement may be reopened on any item (s) during the term of the contract by mutual consent of the parties. Any modification of the contract will be by written mutual agreement of the parties.

Section 3 - Conformity to Law

- 1.3.1 This Agreement shall be governed and construed according the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. In the event a provision(s) is/are determined to be contrary to law, the parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

Section 4 - Distribution of Agreement

- 1.4.1 Following ratification and signing of this Agreement, the Association shall prepare an electronic copy of this Agreement. The electronic version of this agreement shall be available on the employee page of the district website which shall be available to all employees and all applicants for classified positions covered by this Agreement.
- 1.4.2 There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

Section 5 - Grievance

- 1.5.1 A grievance means a claim based on an event or condition that has allegedly caused a misinterpretation or misapplication of this agreement.
- Step 1: Discuss the problem with the immediate supervisor within five (5) working days of its occurrence. During this discussion, an attempt shall be made to arrive at a mutually satisfactory solution.
- Step 2: If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall complete in writing a statement of the grievance containing the following:
1. The facts on which the grievance is based.
 2. A reference to the provisions in the agreement which have been allegedly violated: and
 3. The remedy sought.
- The employee shall submit the written statement of grievance under 1, 2 and 3 above to the Superintendent within five (5) working days after the conference with the immediate supervisor.
- Step 3: The Superintendent, or designee, shall schedule a conference within ten (10) working days, to discuss the grievance. The Superintendent or designee, shall notify the Grievant within five (5) working days of his or her decision.
- Step 4 If the Grievant is not satisfied with the Superintendent's decision, the Grievant may request that the School Board of Directors hear their grievance. If such is the case the individual must notify the Superintendent that he/she desires to have the Board hear their grievance within ten (10) working days of receipt of the Superintendent's decision.
- Step 4A: If requesting a hearing of the Board, the hearing shall be held within (10) days of the receipt of said request, with a written response from the Board within ten (10) days following the hearing.
- Step 4B: If the Association is not satisfied with the disposition of the grievance at Step 2, the Association can submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator's decision will be limited to the specific grievance and the scope of the existing contract language. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The costs for the services of the Arbitrator, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

Section 6 - Rights of the Employer

- 1.6.1 It is recognized that the Board has the responsibility and authority to assign, manage and direct staff and the operations and activities of the District to the full extent authorized by law and the Constitution of the State of Washington and of the United States; provided, that all such actions shall be in conformity with the provisions of this Agreement.

ARTICLE II - CLASSES OF EMPLOYEES

Section 1 - Classification

- 2.1.1 There will be three (3) classifications of employee positions based upon the responsibility of the position. These classifications are:
- A. Administrative Secretary - A regular full-time employee providing secretarial support to a school principal or department administrator.
 - B. Building Secretary - A regular full-time or part-time employee working as an additional secretary to a school principal or department administrator.
 - C. Support Staff - An employee working as an assistant to the Secretarial staff.
- 2.1.2 Employees moving from one classification to another carry experience and seniority from one classification to the other. Benefits accrue based on the original hire date.
- 2.1.3 Notice of job openings covered by the bargaining unit shall be posted by the District a minimum of five (5) business days. The posting will include a notation of the opening and closing dates. Bargaining unit members will have until the closing date to apply for the position. All qualified bargaining unit applicants shall be interviewed for the new or open position. If no qualified bargaining unit applicant is found, the District may open the position to outside applicants. A copy of the job posting shall be sent to the Association president. The District shall also send written notification by U.S. mail to the last known address of all bargaining unit members for vacancies that occur during June, July and August.
- 2.1.4 Regular Full Time A regular full-time employee is one employed in a regular job which requires forty (40) hours per week and at least two hundred four (204) days per year.
- 2.1.5 Regular Part Time: A regular part-time employee is one employed in a regular job which requires less than forty (40) hours per week and at least two hundred four (204) days per year.
- 2.1.6 Temporary: A temporary employee is one who is hired for a specific purpose and a specific length of time. In no case shall a temporary position be for a period exceeding

ninety (90) working days. Any extension of this time must be by mutual agreement of the Association.

2.1.7 Substitute: A substitute worker is one who is employed on an intermittent basis to fill the position usually occupied by a regular employee during said employee's absence. Substitute employees employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment, shall be included within this bargaining unit and afforded all rights, privileges and obligations under the terms of this Agreement except those afforded in Section 2.1.3 of this agreement; provided substitutes shall not be eligible for health insurance benefits or other fringe benefits, with the exception of substitutes who have served forty (40) consecutive days or more in the same assignment who will accumulate temporary disability leave at the rate of one day for each twenty (20) days worked. Such leave will be credited after being earned and may not be used in advance. This leave can be carried over to the next long term assignment of twenty (20) or more days. A substitute employee who is subsequently hired into a regular district position shall be credited with leave earned under this provision.

2.1.8 New Employees: A new employee shall be classified probationary for a period of ninety (90) regularly scheduled work days and during that period may be terminated if, in the employer's judgment, that person should not be retained.

The new employee will be evaluated twice within the first ninety (90) regularly scheduled work days. If performance is satisfactory, he/she will become a regular employee after ninety (90) regularly scheduled work days with their seniority then being retroactive to the first day of employment.

ARTICLE III - ASSOCIATION RIGHTS

- 3.1 The Association has the right and responsibility to represent the interest of all employees in the bargaining unit; to present their views to the employer on matters of concern either orally or in writing; and enter into collective bargaining negotiations as allowed by law. The Association shall also have the right to represent all employees and itself in pursuing any grievance involving the interpretation or application of the terms of this agreement.
- 3.2 The Association shall have the right to use the intra-district and ESD Courier mail system and school mailboxes to distribute Association material.
- 3.3 The Association shall have the right to use school facilities for meetings and school equipment when such equipment is not otherwise in use. Meetings scheduled will be done through proper administrative channels.
- 3.4 Association agents shall be permitted to transact official Association business on school property at reasonable times.
- 3.5 The District agrees to furnish the Association, in response to requests, all available information concerning the financial resources of the District and such other information as will assist the Association in developing programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals.
- 3.6 On or before the first day of September the District shall provide the Association with information regarding each employees vacation days, rate of pay, sick leave days accrued and due to be accrued during the working year.

Notification of pay changes during the contract year will be submitted by the district office to the appropriate employee with a copy of such notification to the Association Secretary.

ARTICLE IV - PERSONNEL

Section 1 - Due Process

- 4.1.1 No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing, and with the employee's consent, the Association.
- 4.1.2 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. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision of the Agreement prior to action being taken.
- 4.1.3 Except in cases of severe or extraordinary misconduct, the District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- 4.1.4 Any complaint made against an employee by a parent, student or other person will be promptly (within two (2) workdays) called to the attention of the employee. No such complaint may be used against an employee for any purpose whatsoever unless the employee has signed a written record indicating he/she received notice of the complaint.
- 4.1.5 When an allegation is made and no investigation takes place, documents regarding the allegation will be destroyed within thirty (30) calendar days of the time the allegation is made.
- 4.1.6 In any situation in which documents are destroyed pursuant to this section, the allegation shall not be used against the employee in any subsequent allegation, investigation, reprimand, discipline or adverse action proceeding. No such allegations will be used as the basis of or referenced in any evaluation. In any case, no school district employee or elected or appointed official shall disclose or discuss the allegation under any circumstances.

Section 2 - Employee Rights

- 4.2.1 The district hereby agrees that employees shall have the rights freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Washington, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitution of Washington and the United States; that it will not discriminate against any employee with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the District, of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 4.2.2 Nothing contained within this Agreement shall be construed to deny or restrict any employee rights he/she may have under applicable laws and regulations. These rights granted to employees herein shall be deemed to be in addition to those provided elsewhere.
- 4.2.3 The employees shall be entitled to full rights of citizenship. The private and personal life of any employee, if not job related, is not within the appropriate concern or attention of the District.

Section 3 - Affirmative Action

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

Section 4 - Employee Evaluation

- 4.4.1 Every employee will be evaluated in writing annually on or before June 1st. Each employee shall be given a copy of any evaluation report prepared by her/his evaluator at least one (1) day prior to any conference to discuss it. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation. The evaluation shall be done by the immediate supervisor.
- 4.4.2 In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee will be given a reasonable amount of time to implement the recommendations.

- 4.4.3 Written evaluation reports shall be presented in post observation conferences to each employee by his/her evaluator.
- A. Such reports shall be written in narrative form and shall include when pertinent:
1. Strengths of the employee;
 2. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- 4.4.4 New employees shall be evaluated twice within one hundred two (102) work days after commencement of employment.
- 4.4.5 The employee will have the opportunity to write a rebuttal to his/her evaluation.

Section 5 - Employee Protection

- 4.5.1 No employee shall be required to perform any duty requiring a teaching certificate.
- 4.5.2 No employee shall be requested or required to dispense or administer medication unless in accordance with District policy and the most recently updated Washington State law.
- 4.5.3 Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, he/she will be paid his/her full salary to the extent said employee's sick leave covers said employee, less the amount of any workman's compensation award made for disability due to said injury.
- 4.5.4 In the absence of a building principal or designee, an employee shall not be held accountable or made responsible for the administration or supervision of the building.
- 4.5.5 The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The employer or its designated representative shall take reasonable steps to relieve the employee of responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.
- 4.5.6 Employees may use reasonable measures with a student, patron, or other person as is necessary to protect his/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property.

Section 6 - Holidays

4.6.1 Employees shall receive pay for the following holidays based upon the hours of work usually performed by them and upon their classification rate:

Labor Day	New Year's Day
Veteran's Day	Presidents' Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	New Year's Eve Day
Martin Luther King's BD	Independence Day

4.6.2 Should any of these paid holidays fall on a Saturday or Sunday, then either Friday or Monday will be observed.

4.6.3 On the day preceding Thanksgiving vacation, and on scheduled early release days, other than parent teacher conference days, the employee's day shall end two and one-half hours earlier than their regular day, receiving pay for a full work-day. The administrative secretary or designee shall remain at the workplace for at least one hour after student dismissal.

Section 7 - Hours of Work and Overtime

4.7.1 All employees working at least six (6) hours per day shall be entitled to one-half hour uninterrupted lunch and two (2) fifteen (15) minute breaks. Employees working less than six hours shall be entitled to one (1) fifteen (15) minute break.

4.7.2 All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate. No employee shall be required to work overtime on less than two (2) hours notice. Saturday, Sundays and holidays shall be paid at two (2) times the hourly rate. Employees shall have the option to take compensatory time versus overtime wages within the District guidelines. Compensatory time earned will be compensated on the same terms as overtime pay. (e.g. 1 hour earned equals 1.5 hours compensatory time). Compensatory Time must be used within the school year, and must be scheduled by mutual agreement with the supervisor. Use of compensatory time shall not result in the early closure of school offices. Any work performed beyond eight (8) hours per day or forty (40) hours per week or on Saturdays, Sundays or holidays must be approved in advance and in writing by the immediate supervisor.

4.7.3 Nothing in this Agreement shall require the employer to keep school offices open in the event of inclement weather, or when otherwise prevented by an act of God. When the schools are closed to students, due to the above conditions, employees shall not be required to report to their job assignments. Employees requested to report for work during

such inclement weather or act of God shall be compensated at their regular rate of pay and shall be on a voluntary basis.

- 4.7.4 Employees may, with approval of their principal or supervisor use compensatory time during late start Monday's or early release days. It is expected that school offices will maintain adequate coverage during such times.

Section 8 - Conferences/Workshops/Training or Visitation

- 4.8.1 Any District approved job-related conferences, workshops, training courses, or visitation either requested by the employee or required by the District will be at the District's expense unless some other accommodation is mutually agreed upon.
- 4.8.2 For special schooling or training required by the employer, outside of the employee's regular working hours, the employee will be paid at their regular hourly rate of pay for all time in attendance, plus any fee or tuition.

Section 9 - Mileage Reimbursement

- 4.9.1 When acting in accordance with assigned duties or when requested to travel and a district vehicle is not available and the employee is using his/her own private vehicle, an employee shall be reimbursed for such travel at the maximum rate allowed all employees of the Woodland School District.

Section 10 - Leaves

- 4.10.1 Illness, Injury Emergency Leave. Illness, injury, emergency leave of twelve (12) days shall be allowed to each employee. It is hereby agreed by the parties to this Collective Bargaining Agreement that the Woodland School District shall maintain the present practice of front loading sick leave for employees. For the purpose of this section an emergency is defined as a problem that has been suddenly precipitated or is unplanned, or where pre-planning could relieve the necessity for the employee's absence. Such leave benefits shall accrue from year to year. Accumulated illness, injury, emergency leave hours will be shown monthly on the employees' payroll statement.
- 4.10.2 Annual Conversion of Accumulated Illness, Injury, Emergency, Serious Illness and Family Care Leave. Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days.
- 4.10.2A At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued illness, injury emergency leave. The association may elect, on an annual basis, to

have proceeds from leave cash out to be contributed to VEBA accounts for all eligible employees.

4.10.3 Bereavement/Serious Illness Leave. In the event of a death or serious illness in the employee's family, or the same as related by marriage, leave without loss of pay will be extended to the employee at a maximum of five (5) days for each occurrence. The number of days will be mutually agreed upon by the employee and their immediate supervisor.

4.10.4 Family Care Leave. An eligible employee, whether male or female, is entitled to twelve (12) work weeks of family leave during any twelve (12) month period. An eligible employee is anyone who was employed by an employer on a continuous basis for the previous 52 weeks for at least 1,250 hours of service during those 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.

The family leave may be taken: (a) because of the birth of a child and to care for a newborn child, (b) because of the placement of a child with the employee for adoption or foster care, (c) to care for a child or a spouse or parent who has a serious health condition, 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 leave, and leave may be granted to only one parent at a time.

Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. Leave taken to care for a terminally ill child may be taken only once for any given child. The district may require confirmation by a health care provider of the employee's need for family leave.

"Child" is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves (a) inpatient care or (b) continuing treatment by a care provider.

The family leave shall be without pay for all or part of the leave. The employee may choose or the district may require the employee to substitute and use his/her total accumulation of paid leave to which he/she is otherwise entitled before going on family 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 leave, the employee must reimburse Woodland School District for all premiums paid during the leave.

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

An employee who plans to take family leave must provide the District with written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the district of the expected leave within one working day of the beginning of the leave.

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

- 4.10.5 Maternity Leave. Upon application, the District shall grant unpaid maternity leave as per section 4.10.4, Family Care Leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary.
- 4.10.6 Adoption Leave. Adoption leave shall be granted upon timely application to the employee's immediate supervisor, to a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of five (5) days in any given year. (If both parents are District employees, a total of five (5) days will be provided for a family.) If personal leave is available, the first two (2) days of adoption leave will be deducted from said leave. District will pay a maximum of three (3) days adoption leave per year. Such leave may be used for court and legal procedures, home study and evaluation and required home visitations by the adoption agency, not possible to schedule outside of regular school hours.
- 4.10.7 Personal Leave. The District will provide three (3) days of personal leave during each school year (non-accumulative) for each employee in the bargaining unit. Personal leave may not be used to extend any other leave, vacation, or holiday; nor during the first or last two weeks of school. Exceptions to that rule must be approved by the immediate supervisor. Employees may, with approval of supervisor, utilize up to two (2) days of compensatory time per year in conjunction with personal leave.
- 4.10.8 Extended Leave. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence, without pay, for a period not to exceed six (6) months. Upon application, the leave of absence may be extended for an additional six (6) months. This leave may also be granted when an employee's illness/injury leave is expended and the employee is not able to return to work. The employee shall retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence. The employee shall have the option upon their return to resume the position they held when the leave began.
- 4.10.9 Jury Duty and Court Appearance Leave. Leave of absence shall be authorized for jury duty and under subpoena as a disinterested witness in court. The employee's salary while absent will be subject to deduction of the amount he/she receives for jury service or witness fee as certified by a responsible court officer.

4.10.10 Leave Sharing. Consistent with RCW 28A.400.380 and WAC 392-126, a leave sharing program is established as follows:

A. A district employee is eligible to receive donated leave if:

1. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which as caused, or is likely to cause, the staff member to:
 - a. Go on leave without pay status; or
 - b. Terminate his/her employment;
2. The staff member's absence and the use of shared leave are justified;
3. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserves;
4. The staff member has abided by district rules regarding sick leave use; and
5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

Any employee who wishes to receive leave under this provision shall submit a request in writing to the personnel office. The employee shall submit, prior to leave sharing approval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Employees meeting the criteria indicated above shall be eligible for leave sharing. A staff member shall not receive more leave than the number of normal work days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 261 days of leave.

B. District employees may donate leave as follows:

1. An employee who does not earn annual leave (vacation) and who has an accrued sick leave balance of more than sixty (60) days may request that the superintendent or designee transfer a specified amount of sick leave to another staff member authorized to receive such leave. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period, and may not request a transfer that would result in an accrued sick leave balance of fewer than sixty (60) days. Employees who accrue vacation must transfer vacation days prior to sick leave days. Sick leave as defined in RCW 28A.58.099 (28A.400.300) means leaves for illness, injury, and emergencies.

The number of leave days transferred shall not exceed the amount authorized by the donating staff member.

2. The value of any leave transferred under this policy which remains unused shall be returned to its original value to the staff member who donated the leave. To the extent administratively feasible, the value of unused leave which was transferred by more than one staff member shall be returned on a pro-rata value basis.

Section 11 - Insurance

4.11.1 Benefits

- A. Health benefits in the amount provided from the State for each employee minus the carve-out for retired members will be passed on to employees in the proportion of their full time equivalency (based on 1440 hours per year). For the term of this agreement the District will provide \$70.00 per month of the carve out for retired members back to each employee for employees' medical benefits. In addition, the District will contribute \$2500 to the insurance pool above the state allocation. If any funds remain after pooling the basic benefits, those funds must be equally divided between all employees in the unit and may be used for optional benefit plans.
- B. Employees less than 1.0 FTE will receive a pro rata share based on their percentage of FTE, of the maximum contribution.
- C. The monthly premium may be used to provide the "Basic Benefit" programs listed below:
 1. Blue Cross of Washington & Alaska
 2. Kaiser (medical/dental)
- D. Members of the Association will receive from the District a written statement of earned benefits and program costs annually, no less than ten (10) working days prior to enrollment period deadline.

Section 12 - Salary

- 4.12.1 Salaries for employees subject to this Agreement during the term of the contract are contained in Appendix A of the contract attached hereto and by this reference incorporated herein. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement if possible, or the subsequent pay period at the latest.
- 4.12.2 The maximum allowable salary increase by the State will automatically be applied to the salary schedule.
- 4.12.3 Temporary employees and/or Substitute employees will be paid at one hundred percent (100%) of the step 1 rate for office support staff.
- 4.12.4 Employees shall receive twelve (12) paychecks per.

- 4.12.5 Pay Day: Employees shall be paid on the last business day of each month. "Business day" is defined as any Monday through Friday weekday which is not a state holiday.
- 4.12.6 Method of Payment: Monthly pay warrants shall be directly deposited into a bank account identified by each employee.

Section 13 - Seniority

- 4.13.1 Seniority for employees shall mean an individual's length of service with the District in a regular position. All bargaining unit members as of September 1, 1990 will retain all previous District seniority. The seniority of an employee in the bargaining unit hired after September 1, 1990 shall be established and begin to accrue as of the date of hire as a regular employee in a bargaining unit position.
- 4.13.2 The seniority rights of an employee shall be lost for the following reasons: a) resignation, b) discharge for any reason, c) retirement.
- 4.13.3 Seniority rights of an employee shall not be lost for the following reasons: a) time lost by reasons of industrial accident, industrial illness, or jury duty, b) time spent on other authorized leaves of absence.
- 4.13.4 Seniority will not accrue for an employee who is on extended leave per Section 4.10.9.

Section 14 - Layoff/Recall

- 4.14.1 A reduction in force shall be administered as follows:
- A. An employee that has the least seniority within a classification, as identified in Section 4.13.1, shall be the first to be dismissed.
 - B. Should the District decide to lay off or reduce the hours of any employee for the next work year, the employee shall be notified in writing by August 1st.
- 4.14.2 Employees whose positions have been eliminated for any reason or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least senior employee. The District, after input from the Association, shall be responsible for determining the qualifications for the various positions covered by this Agreement.
- 4.14.3 Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified. Any employee who has served more than forty-five (45) working days in a classification shall be deemed qualified to assume, or be recalled for any position in that classification.
- 4.14.4 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's record. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to their current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day

period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which they are qualified shall forfeit their seniority rights provided the job offered is of similar hours and compensation to their prior position.

- 4.14.5 Employees on layoff shall retain their seniority for purposes of recall for a period of two (2) years.

Section 15 - Personnel File

- 4.15.1 Employees, or former employees, shall upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any document contained therein shall be provided for the employee.
- 4.15.2 Any derogatory material not shown to an employee within ten (10) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner, shall be kept or placed in the personnel file without the employee's signed acknowledgment and opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.

ARTICLE V - DURATION

Section 1 - Expiration

5.1.1 After ratification, this agreement shall be effective from September 1, 2014 through August 31, 2018. This Agreement may be reopened at any time during the effective term by mutual consent of both parties. The entire contract will be opened for bargaining May 1, 2014.

APPROVED:

DATED:

President
SECRETARIAL ASSOCIATION

Chairman of the Board
WOODLAND SCHOOL DISTRICT

Secretary
SECRETARIAL ASSOCIATION

Superintendent
WOODLAND SCHOOL DISTRICT

APPENDIX "A"

In the event that during the term of this agreement the state funds an increase for classified staff, the wages below shall be increased by the percentage identified by the state for funding increase

<u>Job Classification</u>	<u>1-3</u>	<u>'4-6</u>	<u>7+</u>
<u>Administrative Secretary</u>	<u>\$17.45</u>	<u>\$18.23</u>	<u>\$19.02</u>
<u>Building Secretary</u>	<u>\$15.94</u>	<u>\$16.65</u>	<u>\$17.37</u>
<u>Office Support Staff/Sub Caller</u>	<u>\$14.86</u>	<u>\$15.53</u>	<u>\$16.19</u>

Upon successful completion of the Apprenticeship Program, \$.40 per hour will be added to the individual's salary.

Individuals who are fluent in Spanish and who, as part of their regular assignment, utilize those language skills shall receive an additional \$1.00 per hour. Translation/interpreter services that fall outside of the employee's regular job description and require the employee to extend their work day (e.g. IEP meetings, Parent/Teacher Conferences, translation of district documents, etc.) shall be compensated at 1 ½ times their regular hourly rate of pay.

MEMORANDUM OF UNDERSTANDING

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

- 1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
- 2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
 - (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
 - (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2013 state employee benefits year; and
 - (c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2012-13 school year.

- 3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be one-half of one percent (0.5%) of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling.
- 4. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.
- 5. This MOU shall be effective for the duration of the current collective bargaining agreement, provide that letter may be reopened annually at the request of either party or if state law mandates a change in school employee health insurance.

For the Association

For the District

Date

Date