

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

SEPTEMBER 1, ~~2018~~2022

THROUGH

*AUGUST 31, ~~2021~~Four~~2025~~ *Three* Years*

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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 to the Constitution and ~~Laws~~laws of the State of Washington and the United States. 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~~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: Present the grievance to the employee's immediate supervisor.

Step 1A: 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 1B: If the grievance is not resolved to the employee's satisfaction in accordance with the preceding Step, the employee shall, within five (5) working days after the conference with the immediate supervisor, complete in writing a statement of the grievance containing the following:

1. The facts of 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 immediate supervisor shall schedule a conference within five (5) working days to discuss the grievance, and will notify the Grievant in writing within five (5) working days of the supervisor's decision.

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 decision of 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~~3: 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~~4: ~~If requesting a hearing of the Board, the~~ The hearing shall be held within ~~ten (10)~~thirty (30) working days of the receipt of said request, with a written response from the Board within ten (10) days following the hearing.

Step ~~4B~~3: If the Association is not satisfied with the disposition of the grievance at Step ~~4A~~3, the Association can submit the grievance to arbitration before an impartial arbitrator. If the parties are unable to agree on an arbitrator, an arbitrator shall be selected pursuant to the rules of either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS). Neither the ~~employer~~District 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~~District and the Association. All other costs will be borne by the party incurring them.

Section 6 - Rights of the ~~Employer~~District

1.6.1 It is recognized that the ~~Board~~District 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.~~

A. Classification 1 – Majority of the job involves clerical functions such as answering phones, filing, typing, and inputting data. (example: Office Support)

B. Classification 2 – These positions are site or department specific with an important relationship to the overall operation of the site or department. (example: current Building Secretaries)

C. Classification 3 – These positions are considered the most complex or overarching for a site or the District as a whole. (example: current Administrative Secretaries)

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 for positions covered by ~~the bargaining unit~~this Agreement 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~~Employees will have until the closing date to apply for the position. All qualified ~~bargaining unit~~employee applicants shall be interviewed for the new or open position. If no qualified ~~bargaining unit~~employee 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 summer months outside the work year.~~

2.1.4 Regular Full Time Year-Round: A regular full-time year-round employee is one employed in a regular job which requires forty (40) hours per week and two hundred forty-eight (248), less vacation, working days.

2.1.5 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.

2.1.6 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.

2.1.7 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.

- 2.1.8 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.~~ Substitutes who have served forty (40) consecutive days or more in the same assignment 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.
- 2.1.9 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-District'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-District~~ 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. When the Association and the District agree to meet in negotiations or labor-management meetings during the regularly scheduled work hours, negotiations team members shall receive pay for these regular hours.
- 3.2 The Association shall have the right to use the intra-~~district-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 facilities or equipment is not otherwise in use. ~~Meetings scheduled~~Meeting scheduling 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 employee's 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.~~
- 3.7~~6~~ In the event the District creates a new job title or substantially alters the duties of an existing job within this bargaining unit, the ~~employer~~District shall notify the President of the Association of the proposed wage rate and attach a copy of the new job description. The Association may request a meeting within fifteen (15) days of the District's notice, to negotiate. Should the parties not be in agreement within thirty (30) days of the District's notice, the Association may waive the dispute or exercise its rights under the grievance procedure or Public Employment Relations Act.
- 3.8 Annually, the Association shall be granted release time up to five (5) days with pay for participating union officers, or designees, to attend to or conduct Association business during work hours.
- The Association will guard against the use of unnecessary or excess time in the handling of such matters and release time.

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; oral warning, written reprimand, suspension without pay, termination; 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.~~

4.1.64 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~~District 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 Public Employees Collective Bargaining 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 - Nondiscrimination

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 disability, or any other quality protected by the Washington Law Against Discrimination ~~except as required in accordance with this Agreement or as otherwise provided by law.~~

Section 4 - Employee Evaluation

4.4.1 The Association and District share a commitment to evaluation as an ongoing process of communication between supervisors and employees related to the professional growth of employees and the successful accomplishment of the work of the District. Every employee will be evaluated in writing annually. 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: If an evaluator believes an employee's performance will result in an unsatisfactory evaluation any time during the school year, the employee will be evaluated at that time and provided with recommendations to improve his/her performance. In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee will be given at least thirty (30) days to implement the recommendations before being evaluated again.

4.4.3 Written evaluation reports shall be presented in post-observation conferences a meeting to each employee by his/her evaluator. ~~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 ninety (90) 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-worker'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-District~~ shall support and assist employees with respect to the maintenance of control and discipline of students in the ~~employees-employee's~~ assigned work area. The ~~employer-District~~ 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.

4.5.7 Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor and, if

necessary, the appropriate law enforcement authority. Immediate steps will be taken by the District in cooperation with the employee to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the employee by the Superintendent or designee at the earliest possible time.

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 Eve Day
Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day after Thanksgiving	Presidents' Day
Christmas Eve Day	Memorial Day
Christmas Day	<u>Juneteenth</u>
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.

Section 7 - Hours of Work and Overtime

4.7.1 All employees working ~~at least six (6)~~over five (5) hours per day shall be entitled to one-half (1/2) hour uninterrupted lunch ~~and two (2) fifteen (15) minute breaks. Employees working less than six (6) hours shall be entitled to one (1) fifteen (15) minute break. If an employee's lunch period is interrupted by supervisor-directed work, the employee will be given an opportunity to consume their meal and will be paid or provided compensatory (comp) time for the foregone break at the overtime rate of time and a half their regular rate. Employees shall have a fifteen (15) minute break for each four (4) hours of work.~~

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, except, by mutual agreement of the employee and supervisor, employees may work a ten-hour a day, four-day a week schedule without incurring overtime. The Association President shall be notified of any employee scheduled to work a ten-hour, four-day work week. By mutual written agreement, a supervisor and employee may schedule a flexed time work week where employees work more than eight (8) hours a day or on weekends or holidays, if they do not exceed forty (40) hours in the week, without accruing overtime pay (time and a half or double time). 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~~ in overtime status must be approved in advance and in writing by the immediate supervisor.

The District will cash out compensatory (comp) time on the July payroll. Comp time must be used by the payroll deadline, July 10, or it will be cashed out.

For school-year employees, sick leave and personal leave will be allocated on August 1 for the next year. For year-round employees, sick leave, personal leave and vacation leave will be allocated on September 1 for the next year.

- 4.7.3 When the schools are closed to students, by the District due to inclement weather or other adverse conditions, employees shall not be required to report to their job assignments, and the work time shall be made up when students make up the school day. If schools are started late or released early for students due to inclement weather, employees are expected to report to work at their usual time, if possible, or use paid or unpaid leave, or compensatory or flex-time, or trade a day missing for a day added to the work year, for time not worked.

If the District calls for a late start or early release due to inclement weather, employees shall have the option to work from home during that time, with supervisor approval.

If the announcement closing schools due to inclement weather occurs later than 6:30 a.m., and employees report to work, they shall be compensated for two (2) hours or time actually worked, whichever is greater. Employees personally calendared to work or requested to report for work when schools are closed shall be compensated at their regular rate of pay and it shall be on a voluntary basis.

- 4.7.4 Employees may, with approval of their principal or supervisor, use compensatory time during late start Mondays or early release days. It is expected that school offices will maintain adequate coverage during such times.
- 4.7.5 District and school offices shall be open during regular ~~school~~ hours at least one (1) week before the first day of school and one (1) week after the last day of school.

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. Any training required by the District outside the employee's regular working hours will be compensated at their hourly rate for the time.

~~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 to 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~~The 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~~are available electronically and updated each pay period.

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 each year.

4.10.3 Conversion of Accumulated Illness, Injury, Emergency, Serious Illness and Family Care Leave at Retirement or Death. At the time of separation from ~~school district~~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 and emergency leave.

The ~~association~~ Association may elect, on an annual basis, to have proceeds from leave cash out to be contributed to VEBA accounts for all eligible employees.

4.10.4 Bereavement/Serious Illness Leave. In the event of a death or serious illness in the employee's family, defined as parent, sibling, spouse, partner, child, grandparent or grandchild, 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. One day of paid leave per year is available in the event of the death or serious illness of someone with close personal ties to the employee. On request, in extenuating circumstances, the District may approve up to two (2) additional days of paid bereavement leave, and may also approve other forms of paid leave as appropriate and needed.

4.10.5 Family Care Leave. An eligible employee, whether male or female, is entitled to twelve (12) work weeks of family and medical leave during any twelve (12) month period, under state and federal law. ~~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 or (e) if the employee needs time to prepare for a family member's pre and post-deployment activities, as well as time for childcare issues related to family member's military deployment. If both parents of the child are employed by the ~~district~~ 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 healthcare 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~~Employees may be eligible for Washington Paid Family and Medical 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.~~The District will require employees to use available paid leave concurrently with unpaid federal family medical leave. Health benefits provided under any group health plan will be continued for the duration of state family medical leave~~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~~the District for all employee premiums paid by the District 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~~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, employees may use up to two (2) days from their sick leave allocation as personal leave after exhausting their personal leave allotment. 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 responsible immediate supervisor(s). Employees may, with approval of the responsible immediate supervisor(s), 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 on days when the employee is required to report to court.

4.10.10 Leave Sharing. Consistent with RCW 28A.400.380 and Chapter 392-136A WAC 392-126, a leave sharing program is established as follows:

A. A ~~district~~-District employee is eligible to receive ~~donated-shared~~ leave under the conditions established in Chapter 392-136A WAC 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 has caused, or is likely to cause, the staff member to:~~

~~a. Go on leave without pay status; or~~

~~b. Terminate his/her employment;~~

21. The staff member's absence and the use of shared leave are justified;

- ~~32.~~ The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserves, if required by state rule;
- ~~43.~~ The staff member has abided by ~~district~~-District rules regarding sick leave use; and
- ~~54.~~ When relevant, the~~The~~ staff member has diligently pursued and been found to be ineligible from time loss compensation under Chapter 51.32 RCW.~~to receive industrial insurance benefits.~~
- ~~5.~~ 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 authorized purpose severe or extraordinary nature and expected duration of the need for shared leave~~condition~~.
- ~~6.~~ ~~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~~No employee may use more than 522 days of leave during total District employment, unless approved by the Superintendent.

B. District employees may donate leave as follows:

1. An employee who has an accrued sick leave balance of more than twenty-two (22) days may request that the ~~superintendent~~-Superintendent or designee transfer a specified amount of sick leave to another staff member authorized to receive such leave. A staff member may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days. Employees who accrue vacation may donate vacation leave so long as their balance of vacation leave does not drop below ten (10) days. 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.

4.10.11 Vacation Time – Full-time year-round employees qualify for paid vacation time to coincide with the number of scheduled hours per day/week worked according to the

following schedule (the years of service will be determined by the Board/District hire-date anniversary). Further, the increase in vacation days shall come at the beginning of the years identified below. Employees can only cash out up to 30 days of vacation at termination or retirement.

Year One:
Ten (10) days

Each Additional Year:
Add one (1) day, not to exceed twenty (20) days

If a paid holiday occurs while an employee is on vacation, the employee shall not have a vacation day deducted for the holiday.

Section 11 - Insurance

4.11.1 Benefits

~~A. Health benefits in the amount provided from the State for each eligible employee will be contributed by the District to the School Employees Benefits Board (SEBB) on behalf of each eligible 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 \$75.00 per month of the carve out for retired members back to each employee for employees' medical benefits. In addition, the District will contribute \$3500 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.~~

4.11.2 VEBA. The District will provide sixteen dollars twenty cents (\$16.20) per month to individual VEBA accounts for each benefit eligible employee. Benefit eligible employee VEBA accounts will be credited with three hundred eighty-nine dollars (\$389.00) in October 2022.

Section 12 - Salary

4.12.1 Salaries for employees subject to this Agreement during the term of the ~~contract~~ Agreement are contained in Appendix A of the ~~contract~~ Agreement 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. Appendix A for the 2022-23 work year is incorporated into this Agreement and Schedule A shall be increased by the state inflationary adjustment as provided in RCW 28A.400.205 in each subsequent year of the Agreement and by an additional one-half percent (0.5%) ~~and the state inflationary adjustment as provided in RCW 28A.400.205.~~

~~4.12.2 The maximum allowable salary increase by the state will automatically be applied to the salary schedule.~~

4.12.~~32~~ Temporary employees and/or substitute employees will be paid at the rate established in Schedule A for substitutes.

4.12.~~43~~ Employees shall receive twelve (12) paychecks per year.

4.12.~~54~~ Payday: 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.~~65~~ Method of Payment: Monthly pay warrants shall be directly deposited into a bank account identified by each employee.

4.12.~~76~~ District Committee Work: When required or requested by the District to serve on District committees outside of normal work time, including calendar, benefits, and safety committees, the employee shall be compensated at their appropriate rate of pay.

4.12.~~87~~ Participation in the Apprenticeship Program shall be strictly voluntary and available to all secretaries. Upon approval, the District will reimburse ~~all~~ tuition up to sixty dollars (\$60.00) per credit, and all the costs for, books, and fees. Upon satisfactory completion of the program the individual shall receive an extra seventy cents (\$0.70) per hour. This extra pay shall also be paid to employees holding an Associate's degree or higher. An employee is entitled to no more than seventy cents (\$0.70) per hour pursuant to this section.

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~~ Association 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 4.10.8.

Section 14 - Layoff/Recall

4.14.1 A reduction in force shall be administered as follows:

A. An employee ~~that~~ who 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 or reduced for any reason or who have been affected by a layoff shall have the right to assume a position for which they are qualified, as determined by the job description of that position, which is held by the employee with the least seniority within the same classification. In the event that a laid off or bumped employee is the least senior within that classification, the employee may bump the least senior employee in a lower classification. (i.e. administrative into a building position). At no time shall a lower classification bump into a higher classification (i.e. a building into an administrative position) or into a position of greater hours or days. The District, after input from the Association, shall be responsible for determining the qualifications for the various positions covered by this Agreement.

In no case shall a new employee be employed by the District while there are laid off employees qualified for a vacant or newly created position, unless the work is declined by employees in the layoff pool.

In no case shall an employee be bumped or reduced by District employees not represented by the Association.

Laid off employees may continue participation in School Employees Benefits Board (SEBB) insurance programs pursuant to SEBB requirements (COBRA).

- 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, ~~2018-2022~~ through August 31, ~~2021~~2025. 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-April~~ 1, ~~2021~~2025.

SECRETARIAL ASSOCIATION

President of the Board
WOODLAND SCHOOL DISTRICT

SECRETARIAL ASSOCIATION

Superintendent
WOODLAND SCHOOL DISTRICT

Appendix A

2018-2019

	1-3	4-6	7-9	10+
Administrative Secretary	-\$21.52	-\$22.48	-\$23.45	\$24.10
Building Secretary	-\$19.67	-\$20.55	-\$21.43	\$22.02
Substitute	-\$18.33			
With Apprentice/AA	1-3	4-6	7-8	10+
Administrative Secretary	-\$22.22	-\$23.18	-\$24.15	\$24.80
Building Secretary	-\$20.37	-\$21.25	-\$22.13	\$22.72

~~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 one and one-half (1 ½) times their regular hourly rate of pay.~~

WSA Wage Schedule, 2022-23						
JOB CLASSIFICATION	1-3	4-6	7-9	10-14	15-19	20+
	Base	4.5%	4.5%	3.5%	3.5%	3.5%
Class 3 (Admin)	\$25.32	\$26.46	\$27.60	\$28.49	\$29.37	\$30.26
Class 2 (Bldg)	\$23.04	\$24.08	\$25.11	\$25.92	\$26.73	\$27.53
Class 1+ Sub	\$19.58	\$20.46	\$21.34	\$22.03	\$22.71	\$23.40
	1-3	4-6	7-9	10-14	15-19	20+
Apprentice or AA Degree or Higher						
Class 3	\$26.02	\$27.16	\$28.30	\$29.19	\$30.07	\$30.96
Class 2	\$23.74	\$24.78	\$25.81	\$26.62	\$27.43	\$28.23
Class 1	\$20.28	\$21.16	\$22.04	\$22.73	\$23.41	\$24.10

Individuals who are fluent in Spanish and who as part of the 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 one and one-half (1 1/2) times their regular hourly rate of pay.