

September 1, 2019 – August 31, 2022

COLLECTIVE BARGAINING AGREEMENT

between

Spokane School District No. 81
Board of Directors

and the

Spokane Education Association

Representing

Information Technology



Spokane Education Association
Sea


Spokane Public Schools
excellence for everyone

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PREAMBLE

This Agreement is made and entered into between Spokane School District No. 81, hereinafter referred to as the “District,” and the Spokane Education Association, hereinafter referred to as the “Association,” on behalf of the **Information Technology** employees of the District.

The parties agree it is paramount that the District and the Association work collaboratively to address the challenge of improving the quality of public education. We have the best chance of meeting this challenge if we continue to work together. Focused and intentional work, guided by our mutual interests, will ensure that our students are prepared to lead productive lives in a democratic society.

The District and the Association are committed to the development of a trusting, respectful environment where the participation of all school employees in the work of improving student learning is encouraged and expected. Our joint efforts to develop trust and respect in the organization will focus on a strong commitment to:

- engage in open, honest, and appropriate communication
- share information, knowledge, and experience
- address concerns through collaborative problem solving
- refrain from making judgments until we have a clear understanding of the issues involved
- provide individuals with the opportunity to be involved in those decisions that directly affect their work situation
- value each individual in the organization and respect individual differences
- encourage innovation and risk-taking with a focus on the improvement of student learning

The Association and District believe in the value of identifying our mutual interests and working together to address those interests. A shared understanding of our common interests will allow us to maximize the personal, creative, and academic potential of each student and staff member in the school system.

We are committed to continued work on the following mutual interests:

Improved Student Learning – The Association and the District participate as equal partners in the responsibility to improve instruction and raise levels of academic achievement. We believe that all members of the education community share accountability for student performance. We understand that significant improvement in student learning will require changes in the traditional educational system.

In our commitment to improve student learning, we will continue to focus our collective efforts on building instructional capacity of all staff for the purpose of enhancing effective classroom instruction. All strategies used to improve student learning will align with this joint agreement between the Spokane Education Association and Spokane Public Schools.

Site-Based Governance – The Association and the District support efforts to decentralize the decision making structure so that decisions are made by individuals most impacted by them. We believe that site-based decision-making is a democratic approach to problem solving and planning which values consensus among teachers, educational support personnel, parents, administrators, and students. The focus of site-based decision-making is on the fundamental issues of school improvement. No decisions made by site-

based governance committees may in any way alter or change the terms set forth in this bargaining agreement unless the waiver process as outlined in this agreement is followed.

Parent and Community Engagement – The Association and the District agree on the importance of engaging parents and community members in our schools in ways that connect them to student learning. We believe that parent and community support is key to maintaining an effective public education system in a democratic society. We will continue to look for ways to bring parents and community into our schools so that they develop a clearer understanding of educational issues. We value the contributions that parents and community members make to the educational process.

ARTICLE I – ADMINISTRATION

Section 1 – Definitions

- A. The term "District" shall mean the Spokane School District #81, Spokane County, Washington State, or its agents.
- B. The term "Board" shall mean the Board of Directors of the District.
- C. The term "Association" and/or "Union" shall mean the Spokane Education Association, which is affiliated with the Washington Education Association, and the National Education Association.
- D. The term "parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "employee" shall mean any member of the bargaining unit as set out in this Agreement.
- G. The term "day" shall mean any day the district business office is open for business with the public unless otherwise specified in specific sections of this agreement.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
- I. The term "President" shall mean the President of the Association or his/her designee.
- J. The term "seniority" shall mean length of service within the District as an employee (All employees maintain their current seniority) by group. Seniority is gained in a group. It is possible to gain seniority in more than one group, but should an employee change groups, seniority stops in one group and begins in the other.
- K. The term "group" shall mean job titles that are similar in nature. Refer to Section 2 "Recognition" (below) for the list of specific titles within each group.
- L. The term "RCW" shall mean the Revised Code of Washington.
- M. The term "WAC" shall mean the Washington Administrative Code.

Section 2 – Recognition

- A. The District hereby recognizes the Spokane Education Association an affiliate of the Washington Education Association and the National Education Association, as the exclusive bargaining representative for all Information Technology personnel, including substitutes as per the Public Employment Relations Commission (PERC) decision of May 2, 1980 (Case No. 1455 C-78-64, Decision No. 874-Educ.). Such representation excludes superintendent, associate superintendent(s), assistant superintendent(s), other chief administrators of the District, Unified Trades positions having administrative and/or supervisory functions, and confidential employees as above terms are defined in RCW 41.59.020, principals, and assistant principals.
- B. Disagreements regarding representation of a Information Technology position shall be resolved by petition to PERC.

- C. This Agreement shall supersede any District rules, regulations, policies, resolutions, or practices of the District which shall be contrary or inconsistent with its terms.
- D. The Information Technology bargaining unit shall consist of full-time and part-time employees except those with supervisory duties, in the following group and job titles:
 - 1. Technology Service Group (Salaried)
 - a. Web Development Analyst
 - b. Application Analyst
 - c. Information Systems Analyst
 - d. Student Intervention and Support
 - e. Assessment and Applications Development Analyst
 - 2. Technology Services Group Hourly
 - a. Operation/Application Specialist
 - b. Student Application Support Specialists
 - c. SVL Technical Support Specialist
 - 3. ITSC
 - a. Technology Specialist
 - b. Technology Support Specialist
 - c. Technology Repair Specialist
 - d. Help Desk and Logistical Support
 - e. Technology Warehouse Operations Specialists
 - 4. SVL (Spokane Virtual Learning)
 - a. SVL Technology Support Specialist
- E. The District will not contract out an entire bargaining unit's work, or an entire department's work within a bargaining unit, to an outside contractor.

Section 3 – Conformity to Law

- A. If any provision of this Agreement or if the application of such provision should be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and PERC (Public Employment Relations Commission) shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has the right to seek legal determination of such opinion and if declared invalid, the invalid portion will be stricken from the Agreement upon receipt of such decision.
- B. If any provision of this agreement or of the application of such provision should be found contrary, the District and Association shall enter into negotiations within ten (10) days.

Section 4 – Nondiscrimination

- A. The provisions of this Agreement shall be applied equally to all employees without discrimination as to race, color, creed or religion, ancestry, national origin, gender/sex, age, marital status, or family relationship, except where covered by chapter 42.23 RCW, sexual orientation including gender expression or identity, disability, the use of a trained dog guide or service animal by a person with a

disability, or honorably-discharged veteran or military status. Both the District and the Association shall bear the responsibility of complying with this provision of the Agreement. The parties agree to not use this clause to file frivolous grievances.

- B. There shall be no discrimination, interference, restraint, coercion, or harassment, including sexual harassment, by the District or the Association of any District or Association employee, member of the Board, or its representatives.
- C. Further, the personal and private lives of employees are not a matter of concern of the District or the Association unless the employee's work performance is adversely affected.
- D. The District agrees not to interfere with the rights of employees to become members of the Association.
- E. The parties further agree that decisions of employees regarding volunteer assignments including voluntary workshops and in-service training which are outside their regular workday duties shall be made absent coercion, pressure, or unlawful discrimination.
- F. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine, and words denoting numbers shall include both the singular and the plural.

Section 5 – Embodiment

The Agreement expressed herein constitutes the entire agreement between the parties except as this Agreement may be amended through a memorandum of understanding (MOU) or the contract waiver process contained in this Agreement, and no oral statement shall add to or supersede any of its provisions.

Section 6 - Contract Waiver Process

- A. Sites wishing to apply for a waiver shall work in conjunction with building administrators, building leadership teams, and SEA building representatives to develop contract waivers. Sites are encouraged to communicate early in the development process with the Labor Management.
- B. Any site wishing to apply for a waiver from the collective bargaining agreement must follow the process outlined below and consider all affected staff:
 - 1. The waiver request must be in writing and shall specify the following (see contract waiver form in Addendum E):
 - a. The contract provisions to be waived.
 - b. The goal, objective or action that requires the waiver.
 - c. The policy, guidelines or procedures that replace the contract provisions to be waived.
 - 2. Once formalized in writing, building administrators and SEA representatives shall send the waiver to SEA and the District. Any change to the written waiver will be communicated to SEA and the District. "Affected SEA members" shall be identified by the District and Association.
 - 3. The building shall hold at least one (1) meeting to discuss the waiver and all members shall receive a copy of the waiver request. Building, Association and District representatives may be involved in the meeting.

4. All affected SEA members in the building shall vote on the waiver request. Voting shall be done by confidential paper ballot or an anonymous on-line system.
 5. The ballots shall be tallied by SEA building representative(s) and the principal or designee.
 6. Eighty-five percent (85%) or more of the affected SEA members must vote to approve the waiver request in order for it to continue the process for approval.
 7. The building representative(s) shall forward the waiver request to the Association President for consideration by the Executive Board at their next regularly scheduled meeting.
 8. Should the Executive Board approve the waiver request, the Association President shall forward it to the Superintendent for consideration by the School Board at their next regularly scheduled meeting.
- C. Only after the entire process has been completed and all parties have approved, can the waiver be put into effect. Waivers shall be in effect for one (1) school year only and can be renewed for one (1) additional year by a majority vote, unless an approved grant requires a multi-year commitment. Minor changes to the waiver that do not change the intent, can be approved at the building level by a majority vote. A permanent change to the contract may be considered in the next bargaining negotiation sessions.
- D. Except to the extent waived, this Agreement shall remain in full force and effect.

Section 7 - Distribution of Agreement

- A. Following ratification and signing of this Agreement, the District shall print a mutually determined number of copies of this Agreement. The Association will accept the Agreement on behalf of the employees and will be responsible for distribution of the copies. Additional copies shall be provided to the Association.
- B. The cost of printing the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.

ARTICLE II – BUSINESS

Section 1 - Administration of the Agreement

- A. The District and the Association shall conduct regular labor/management meetings for the purpose of providing continuing communication between the parties and promoting constructive labor management relations. Each party shall determine their own representation and will jointly decide upon the meeting format.
- B. Meetings shall be conducted regularly between the superintendent and/or designee and the Association president and/or designee to discuss district and school operations affecting employees. These shall be information sharing only. By mutual agreement, additional representatives of either party may be in attendance.
- C. The District and Association will establish an Information Technology Leadership Team that will meet on a regular basis to discuss and address unit specific issues as they arise.

Section 2 - Committees

- A. The District shall inform the Association at Labor Management or Leadership Team meetings when District committees are to be formed. It will be determined at labor management if the committee shall be a joint committee or a district committee.
 - 1. An SEA Representative shall not be excluded from attending a district committee meeting as an observer.
 - 2. A joint committee shall have equal representation of District representatives and SEA representatives. SEA representatives shall be appointed by the SEA President. The District and its designees are not obligated to make known the formation of committees which are not composed of represented employees.

Section 3 – Dues Deduction

- A. Association Dues
 - 1. Association dues are determined by the Association. Questions about dues should be directed to the SEA. Changes to dues deduction amounts shall be provided to the District by September 1st of each year.
 - 2. Any changes to dues deduction amounts for individuals shall be provided to the District by the 10th of each month.
 - 3. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.
 - 4. The Association shall have the right to have deducted from the salary of members of the Association, an amount equal to the fees and dues required for membership in the Spokane Education Association, WEA and NEA. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.

5. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to the WEA by the employee.
- B. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

Section 4 – Association Rights

- A. The District will provide the Association with the use of the District interschool mail facilities for distribution of official Association communications so long as such communications are clearly labeled as Association materials and provided further that such communications are not in violation of the law. Courtesy copies will be made available to the District and the principal/supervisor upon request.
- B. The District will allow the Association and its respective affiliates the use of District facilities for Association meetings provided such meetings do not interfere with or interrupt the normal school day. Such meetings will be held outside duty hours. Exceptions may be granted by the building principal.
- C. Other than meetings as provided above, duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall notify the building administrator or designee of their presence.
- D. The District will provide bulletin boards at locations mutually agreed upon for use by the Association. All materials posted shall be clearly labeled as official Association materials. Such bulletin boards shall only be used for the following notices:
 1. Association meetings and announcements;
 2. Official policy statements of the Association;
 3. Reports of Association committees;
 4. Association Election notices;
 5. Recreational and social affairs of the Association;
 6. Other official Association notices.

Notices or announcements should not contain anything reflecting unfavorably upon the District, its management, or any of its employees. Association officers and members shall not use expendable school district materials in the transaction of Association business without reimbursement to the District.

- E. The Association and its members shall have the right to use the District email and other electronic communication systems consistent with District policy and state law. Electronic files exist and are subject to public disclosure.
- F. The District agrees to furnish the Association all public records pursuant to state law.
- G. SEA will be authorized to hold four (4) school/site meetings a year during the thirty (30) minutes before or after the student day.

- H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. Association membership forms and related information provided by the Association will be included in all new hire packets.
- I. If the district is sponsoring a job or benefit fair, it will make every effort to invite the Association who will have the right to operate its own table or booth to provide information to participants throughout the duration of the event. The Association will assume any costs for having a booth at the event. This provision is not subject to the grievance process.
- J. On the first District working day of each month, the District will provide a report of represented employee positions that includes employee name, employee ID, mailing address, hire date, work location, position description, bargaining unit, anticipated salary and work email.
- K. Employees who hold a position within the Association that necessitates attending meetings which are held at 4 p.m. shall have the right to adjust their workday to guarantee the ability to attend the meeting while still maintaining their normal number of work hours.

Section 5 - Management Rights

- A. The District retains the right, unless modified by specific provisions within this agreement, to direct all employees; hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them for sufficient cause, relieve employees from duties because of lack of work or other legitimate reasons; determine the method, number and kinds of personnel required.
- B. The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the District or any part of it.
- C. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.
- D. The parties agree that, in specified provisions of this Agreement, final decisions are reserved exclusively with the District Management. Such matters are referred to as "final authority matters." Final decisions shall not be subject to the grievance procedures.

Section 6 - No Strike/No Lockout

- A. The Association agrees that during the life of the Agreement it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of employees covered by this Agreement.
- B. The District agrees that during the life of this Agreement there shall be no lockout of employees covered by this Agreement. School closures caused by a strike of another employee group will not be considered a lockout if students make up the days at some other time.
- C. This section is inoperative during periods in which the Agreement is reopened.

ARTICLE III – PERSONNEL

Section 1 - Job Descriptions and Classification

- A. Job descriptions for all positions subject to this Agreement will be developed by the District.
 - 1. No changes in job descriptions shall be made without good faith consultation with the Association addressing the District's perceived need for the change and suggested alternatives.
 - 2. Changes in job qualifications and duties will incorporate specific technical skills and proficiency requirements with current programming languages, products and technologies.
 - a. In the event technology changes impact an existing employee's ability to perform their work, the parties agree to work collaboratively on options for re-training and re-tooling.
 - 3. Should an employee from a particular IT group be absent on a long term basis and his/her work needs to be completed to ensure an uninterrupted workday or to cover an emergency, other IT employees in the unit will fill in to the best of his/her skill set. No data for evaluations may be collected during the period of these assignments.
 - 4. Job descriptions shall not describe any job in terms of essential/primary responsibilities that rightfully belong within another group or bargaining unit.
 - 5. If requested by the unit, a salary compensation study, to include a review of job descriptions, will be conducted every three years beginning with the fall of 2020. The process utilized will be jointly decided by the Association and the District.
 - 6. Any employee may submit written recommendations regarding job descriptions to Human Resources.
- B. When an employee feels that he/she is being asked to perform job duties outside their job description, the employee has the right to discuss the concern with his/her supervisor and/or program director without being disciplined for bringing forth the concern. Employees shall have the option to request Association representation in any meetings with the supervisor to discuss their concerns.
- C. In the event a new job title or level is established, the applicable wage rate shall be negotiated. Once the rate for the new job title or level is established it shall become a part of the salary schedule and be paid retroactively to the employee dating back to the date when the employee started work in the new classification. Every effort will be made to negotiate the new salary as soon as reasonably possible.

Section 2 - Hours and Days of Work

- A. Hourly Employees
 - 1. The workweek shall normally consist of forty (40) work hours in a seven (7) day work week schedule between Sunday through Saturday. A typical District workweek consists of forty (40) working hours to be Monday through Friday. Planned alterations from the typical workweek shall be communicated to employees at least two (2) weeks notice. Alternative schedules will be allowed at the Employer's discretion based on operational and program needs. Employees may have the option to work four (4) ten (10) hour days per week, at the discretion of the supervisor based on operational and program needs.
- B. Salaried Employees
 - 1. The workweek shall normally consist of forty (40) work hours in a seven (7) day work week scheduled between Sunday through Saturday. A typical District workweek consists of forty (40) working hours to be Monday through Friday. Planned alterations from the typical workweek shall

be communicated to employees at least two (2) weeks notice in as much detail as possible. Supervisors will collaborate with employees to set dates if the two week notice cannot be met. Salaried employees will work the hours necessary to accomplish their assignments or fulfill their responsibilities and shall respond to directions from management to complete work assignments by specific deadlines. Salaried employees are not covered by federal or state overtime laws.

C. Lunch schedules

1. ITSC shall have a thirty (30) minute unpaid, duty free lunch period.
2. Technology Services and Salaried Professionals shall have a one hour unpaid, duty free lunch. Employees shall have the option of taking a one-half hour lunch rather than a full hour. Employees shall inform their supervisor at the beginning of each school year how long of lunch they will be taking for the year.

Section 3 - Workload

- A. The District has an interest in operational efficiency and balanced workloads between groups and employees. Twice a year the ITSC supervisor will review the data collected from ITSC resolved tickets and/or other measurable sources of data including employee feedback. The supervisor will share this data with the team and if adjustments to buildings assigned to a region are needed the supervisor will meet with impacted employees.
- B. When there is a need for a ~~team~~ lead in Exempt Professional or ITSC the supervisor will announce the opportunity to the appropriate team. There are two types of leads: Project/short term leads and Team/long term leads.
1. Lead duties are those that involve but are not limited, a higher level of complexity of work, attending meetings, coordinating communication and facilitating workload among team members.
 2. When-lead positions open, they shall be posted for five (5) internally and employees shall submit a letter of interest and resume to their supervisor for consideration. These positions will be filled with the most qualified individual on the team. The selection decision shall not be arbitrary, capricious, or retaliatory.
 3. Employees holding a supplemental lead role shall be notified and given an opportunity to improve performance prior to being removed from the role. The supervisor may determine a new lead using the process outlined above.
 4. Lead positions will be compensated at \$2500.00 annual stipend and will be paid monthly in equal installments. The current leads' compensation shall be held harmless.

Section 4 – Subbing Out of Class

- A. Employees may assume the assignments of others out on leave who are expected to be out for longer than three (3) weeks at the discretion of the supervisor. Interns may be used at an entry level position in the event of subbing out of class.
1. For leave of absences less than three (3) weeks, the supervisor will prioritize work that must be completed in that leave period. The supervisor will look across the entire team and evaluate what work can be postponed from the desk of remaining employees in order to re-assign the work from the employee on leave that must be completed during the leave.

- B. Employees will be notified of subbing out of class opportunities in their group. Employees may volunteer to sub out of class, but prior to requiring an employee to sub out of class, cross training will be provided.
- C. Subbing out of class opportunities are offered based on skill set and qualifications.
- D. Pay for subbing out of class shall be determined by going to the same step placement for the level the employee is subbing out of class for and using that hourly rate to compensate the employee for the hours they are subbing out of class.
 - 1. Employees shall not make less when subbing out of class than they do for their regular position.

Section 5 – Overtime, Comp Time and Flex Time

A. Overtime and call back (Hourly Employees)

1. Overtime is defined as any time worked in excess of forty (40) hours during the regular workweek shall be at the rate of time and one-half (1 - ½). This does not apply to the salaried professionals. A Supervisor may require an employee to work additional hours in the event of current or imminent operational readiness issues. The District shall seek volunteers qualified for the required tasks prior to requiring mandatory overtime of any employee. Mandatory overtime shall be assigned on a rotating basis to employees who are qualified.
 - a. ITSC - Overtime shall be offered to the entire group. Overtime is assigned to the first person that volunteers as long as the volunteer meets specified qualifications.
 - b. For Board meetings, volunteers from the ITSC work group will be sought each year for an eight-person board meeting rotational support team. Team members will be trained and may be required to attend up to five board meetings in either a primary support or training role. If eight volunteers are not identified, the least senior employees shall be assigned as part of the support team. This assignment shall be for a year and will rotate the following year to the next least senior employees.
 - i. The eight employees supporting the Board meetings will attend five board meetings annually: two as a training opportunity and 3 as the main support for the meeting.
 - c. For Technology Services tasks requiring overtime shall be assigned to the hourly employee(s) who hold that position.
2. Call back is defined as an official unplanned assignment of work which does not continuously precede or follow an employee's regular shift and applies to ITSC employees only. Call back is voluntary except for emergency coverage situations. Call back time begins at the time the employee arrives at his/her assigned work station. Employees called back shall receive a minimum of two (2) hours paid at regular time or overtime depending on an employee's hours accrued.
 - a. ITSC – Call back shall be offered to the entire group. Call back is assigned to the first person that volunteers as long as the volunteer meets specified qualifications. Mandatory call back shall be assigned on a rotating basis to employees who are qualified when there are no volunteers.
 - b. If an employee has completed a call back shift of at least six (6) hours, the employee may request to be released from his/her regularly scheduled shift. The employee may use vacation leave or apply compensatory time accrued through the call back shift for this absence.
3. Holidays shall be at the double time (2X) rate.

4. All paid holidays during the employee's regular work schedule are considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.

B. Compensatory time (Tech Services)

1. Compensatory time is paid at time and one-half (1-1/2) and may be granted for District authorized hours worked in excess of eight (8) in a day. Employees working on holidays, Saturdays and/or Sundays shall earn compensatory time at the double time (2X) rate.
2. An employee cannot receive compensatory time and overtime pay for the same hours worked.
3. Compensatory time if offered and accepted, will be taken in accordance with the Fair Labor Standards Act.
4. Employees who have generated compensatory time during the year must use it by August 10 or the District will pay out any unused compensatory time balance an employee may have.
 - a. An employee may only carry forty (40) hours of compensatory time. Anything over forty (40) hours shall be paid at the regular overtime rate rather than allowed as leave.
5. Compensatory time may be taken with no less than twenty-four (24) hours of notice to the supervisor provided that the workstation can be adequately covered, unless the employee has completed a call back shift of at least six (6) hours and requests to be released from his/her regularly scheduled shift.

C. Flex time – (Hourly Employees)

1. Flex time is an option for hourly employees who choose not to claim overtime and who want to balance out a forty (40) hour work week.
2. Employees may have the option to flex their worktime within a work week with approval from their supervisor.

D. Schedule Adjust – (Salaried Professionals)

1. Salaried employees are not eligible for overtime. As such, any schedule adjustments to balance workload will be coordinated with and approved by the employee's supervisor.
2. Schedule adjustment shall not be denied in a retaliatory, capricious and or arbitrary reason.

Section 6 – Rest Periods and Meal Breaks

A. Rest Periods

1. Rest periods shall be duty free and provided as follows:
 - a. Employees working three (3) hours shall receive a ten (10) minute rest period.
 - b. Employees working four (4) to five (5) hours shall receive a fifteen (15) minute rest period.
 - c. Employees working six (6) or seven (7) hours per day will be provided one (1) ten (10) minute and one (1) fifteen (15) minute rest period.
 - d. Employees working eight (8) hours per day shall be provided two (2) fifteen (15) minute rest periods.

e. Employees working ten (10) or more hours will be provided an additional ten (10) minute rest period.

2. The rest period will be taken as near the midpoint of the work period as practicable and may be modified by their supervisor under emergent circumstances.

3. Rest periods may not be scheduled so as to extend the meal period or alter the employee's scheduled start or end time.

4. No wage deduction shall be made for such rest periods.

B. Meal Breaks

1. Employees working five (5) hours or more shall receive an unpaid meal period of not less than thirty (30) minutes per day.

2. The meal period shall be coordinated with the supervisor as near the midpoint of their work period so there is appropriate coverage to maintain operations.

a. Employees shall work with their supervisor to plan lunch coverage when employees are out on leave.

3. When an employee is requested to work through their meal break due to an emergency as determined by their supervisor, the employee will take their meal break after the emergency is resolved. If it is not possible or reasonably practicable to take the meal break after the emergency situation is resolved, the employee may take lunch at the end of the workday as approved by the supervisor or will be paid for this time worked.

4. Employees working three (3) hours or more past the normal work shift shall receive one (1) thirty (30) minute unpaid meal break during the overtime period.

C. Employees shall have the option to leave the work sites during meal periods.

Section 7- Holidays

A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day and Independence Day.

B. Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.

C. Should Christmas Eve Day/New Year's Eve Day fall on a Friday, the holiday shall be observed on the preceding Thursday. Should these days fall on a Saturday or Sunday the holiday shall be observed on the preceding Friday.

D. Any employee required to work on any of the listed holidays shall be paid at the double time rate in addition to his/her regular pay. The employee, as his/her option has the right to take compensatory time at the rate it was earned instead of pay. Employees will not be required to work on Labor Day except in emergency situations.

Section 8 - New Hire Probationary Employees

A. All new Information Technology employees shall serve a ninety (90) day working probationary period.

- B. New hire probationary employees will be eligible for the same retirement, health, and benefit package, including pay and vacation increments, as regular employees.
- C. Probationary employees may be discharged at the discretion of the District during the probationary period and shall have no access to the grievance procedure found herein, in regards to termination.
- D. Probationary employees are covered by all terms and conditions of this agreement except layoff/recall, progressive discipline and the grievance process.
- E. New hire probationary employees not meeting job standards shall receive a performance evaluation report prepared by their primary evaluator. Employees not meeting job standards will be provided with specific concerns to be addressed prior to completion of their probationary period.
- F. New hire employees are not eligible for transfer while they are serving their probationary period.

Section 9 - Employee Evaluation

A. Performance Evaluation Process for Non-Probationary Employees

1. The parties agree that performance concerns will not be addressed for the first time on the performance evaluation report. Evaluator(s) will accurately inform employees of their progress during the evaluation process.
2. All employees shall have one evaluation per year. Employees on performance probation shall receive additional evaluations.
3. Evaluations will be completed on a form developed by the District after consultation with the Association. This form shall be found on the District's website.
4. Evaluations will be completed on or before August 15th. Evaluations shall be based on information collected by the evaluator(s) from the current year only.
5. The primary evaluator shall be the Direct Supervisor in each department or their appropriate supervisor.
6. Supervisors shall observe operations and gather their own verified information for the evaluation(s). Any information collected that may negatively impact the employee's annual evaluation must be put in writing and given to the employee within ten (10) days of the knowledge of the verified information. The employee or the supervisor may request a meeting to discuss the negative information.
 - a. It is understood that any disciplinary action related to performance may end up on the employee's annual evaluation if the employee does not correct the identified deficiency(ies).
7. An employee shall be given a copy of any written evaluation by his/her primary evaluators at least three (3) working days before any conference to discuss it. No employee shall be required to sign a blank or incomplete evaluation form. No evaluation shall be placed in the employee's file without their review. An employee has the right to attach comments to all evaluations.
 - a. An employee with satisfactory marks in all areas may decline to meet with their supervisor(s).
 - b. Employees with a Requires Improvement or Unsatisfactory rating must attend a conference with their primary evaluator.

8. An employee who receives an overall Unsatisfactory rating on their annual evaluation report may be placed on probation at the discretion of the District.

Section 10 - Employee Performance Probation Process

- A. If an employee is put on probation for performance deficiencies after receiving an overall Unsatisfactory on the annual evaluation report, performance deficiencies will be communicated to the employee.
- B. Any probationary period will last a minimum of forty-five (45) working days. The forty-five (45) day probationary period shall start the day after the employee is given a plan of probation in a meeting. The plan shall be in writing. The plan shall include suggestions and support for improvement of his/her performance.
- C. Employees are not eligible for voluntary transfer while they are on probation.
- D. Any employee on probation shall be removed from probation at any time the employee has demonstrated improvement to the satisfaction of the primary evaluator(s), in those areas specifically detailed in his/her notice of probation. In this event, a statement shall be attached to the evaluation report indicating the employee has successfully met the conditions of probation. Probation may be extended if the employee shows sufficient improvement, but is still deficient in some areas, as determined by the District.
- E. If the employee on probation has not demonstrated sufficient improvement after completion of the probationary period, a recommendation may be made to the School Board that the employee may be terminated.
- F. Performance probation is intended only for those circumstances in which the employee exhibits poor work performance in the absence of employee misconduct. Employee misconduct will be addressed through the disciplinary process.

Section 11 - Employee Facilities

- A. The District will arrange that the following facilities and equipment be available at each site for the completion of the employee's job duties:
 1. A work area containing equipment and supplies to complete individual job assignments,
 2. Access **key** to one's classroom, office or workspace,
 3. Access to furnished employee lounge,
 4. Identification card, to include a vehicle placard for those who travel to other site
 - a. The placard will allow employees to use the loading and unloading parking stations temporarily.
 5. Restroom facilities separate from student facilities
 6. Access to conveniently located communication and technology resources, i.e., computers,
 7. Lockable space for personal items at home work site accessible to all ITSC employees who share the home site.
- B. Employees will have access to long-distance code when needed.

- C. Employees will be provided, upon request, a security code access and appropriate keys to access the building and work areas outside of the regular work day for work related purposes.
- D. Any employee who loses his/her ID card and/or keys will be responsible for immediately contacting their supervisor and the Security Office. Employees will be charged a replacement fee not to exceed the actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job, to no fault of the employee, may receive a replacement ID card at no cost.
- E. As the district plans for building renovation and new construction, appropriate space for Information Technology employees will be included in design considerations.
- F. The District will ensure adequate parking space within reasonable distance from district work sites. Before changing existing parking procedures or fees, the district will discuss the changes with the Association.

Section 12 - Business Use of Personal Vehicle

- A. An employee directed by his/her supervisor to travel from one (1) site to another in his/her own vehicle during working hours, shall be reimbursed for such travel at the rate as determined by the Internal Revenue Service guidelines for Washington State, published and in effect at the time of travel and received by the District. The employee shall present documentation as to actual usage of his/her personal vehicle in a form and manner approved by the District. The employee must carry minimum liability insurance on his/her vehicle.

Section 13 - Seniority

- A. Accumulation of seniority shall begin on the employee's first working day, which shall be termed the employee's date of hire.
- B. A paid holiday shall be counted as the first working day in applicable situations.
- C. Employees with seniority in more than one group within Information Technology shall carry that seniority separately. Employees shall carry seniority in more than one group.
- D. In the event that two or more employees have the same seniority date, an employee with more district seniority in other bargaining units shall be considered most senior. Any further tie shall be broken as determined by a number drawn lottery.
 - 1. The Association and all employees so affected shall be notified in writing of the date, place and time of the lottery.
 - 2. The lottery shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
 - 3. A new lottery will be conducted for each new tie-breaking event.
- E. The District will make an initial seniority list available annually, by the end of the first week in March.
 - 1. Employees shall contact the District within fifteen (15) days of the seniority list being published if there is a dispute to his/her seniority placement.
 - 2. The final seniority list will be posted by timekeeper and made available to employees by the last working day in March.

3. The list will not include employee social security numbers.
- F. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- G. An employee shall not accrue seniority while on an unpaid leave.
- H. An employee who is laid off shall be credited with their previous seniority upon recall after completing the probationary period.
- I. Employees who voluntarily terminate, resign, retire or transfer to a non-bargaining unit position shall forfeit their seniority with the District.

Section 14 – Assignment and Transfer

A. Definition of Terms:

1. **ASSIGNMENT:** An individual's current job placement in a group and job title.
2. **REASSIGNMENT:** A change in region ~~office~~ location for ITSC or work location for other groups within a job title either by request or because of program needs.
3. **TRANSFER:** Voluntary or involuntary movement of staff within a pay level in a group in the bargaining unit.
 - a. **INVOLUNTARY TRANSFER:** Placement by the District into a different job title within a pay level and group.
 - b. **VOLUNTARY TRANSFER:** Decision by the employee to move from one job title to another within the same pay level in the same group. An employee may choose through this process to move to a position at a lower level of pay.
4. **PROMOTION:** When an employee changes from one assignment to an assignment whereby the employee receives increased hourly pay within the bargaining unit.
5. **VACANCY:** A job to be filled as determined by the District.

B. Sequence of Assignments and Transfers:

1. Reassignments
2. Involuntary transfers
3. Placement of involuntary reassignments and involuntary transfers within the last one (1) year
4. Placement of returns from leave
5. Posting of Vacancies both internally and externally. Interview committees shall not have access to information regarding outside applicants prior to considering all qualified internal applicants as noted in the sections below
 - a. Only if no internal candidates are chosen from the group, will the District consider outside applicants.

C. Special Needs Transfers: Special needs transfers may occur at any time during the above process but only when there is a vacancy. The District and the Association may agree to the special placement of a staff member for unique circumstances. Such placements would bypass other transfer provisions and be agreed to by the employee.

D. Reassignment Procedure

1. Reassignments may be made for program need or at the request of the employee.
2. The District will inform all employees in a job title of an open position and employees shall have 48 hours to express interest in email form.
3. Qualified employees may volunteer to be reassigned to a position in their job title and may be selected based on qualifications, program needs, and management discretion.
 - a. If two employees wish to volunteer for reassignment, the most district senior qualified employee shall get the job.
4. The District shall have the option to reassign employees in their job title for program need.
 - a. The supervisor and the reassigned employee will consult to determine a transition period to the new position.

E. Involuntary Transfer Procedures:

1. In the event the district needs to move employees to a new job title, but at the same pay level in the group for which their job resides, the involuntary transfer process shall be used.
2. Employees will be identified for involuntary transfer based upon qualifications and seniority as related to the needs of the site/group determined as follows:
 - a. The District will identify the needs of the site/group needing a reduction.
 - b. The District will review the qualifications of the employees at the site/group needing reduction, including seeking employee input on their qualifications.
3. In an attempt to prevent involuntary transfers, the District will seek volunteers from the identified job title to take the place of those identified for involuntary transfer.
4. If an employee voluntarily transfers into the position vacated by the SEA president, he/she agrees to become an involuntary transfer in the event the SEA president returns to his/her position at the end of his/her term.
5. Involuntary transferred employees will have the technical qualifications necessary for the vacant position being transferred into or the district will provide the necessary training supports. Upon request, involuntary transferred employees will be provided with the necessary help and assistance or learn their new job.
 - a. Employees who have been involuntarily transferred to a position in which they have no previous experience will then be provided ninety (90) workday period to demonstrate progress towards proficiency. Performance deficiencies will be brought to the attention of the employee on a timely basis.
6. Employees shall not receive a promotion through the involuntary transfer process.
7. Under no circumstances will an involuntarily transferred employee displace another employee.

8. No employee will be involuntarily transferred more than two (2) years in a row unless due to a job title elimination.

F. Placement of Employees who are on Involuntary Reassigned or involuntary Transfer Status from Prior Years Procedure:

1. The District will generate a list of those who are under involuntary reassignment or transfer status from prior years.
2. Based on known available vacancies, employees will be offered transfers back to their original job title. Employees not matched to vacancies will remain on involuntary transfer status until a match is offered.
3. Employees offered a match may decline and remain where they are currently assigned, but will be taken off involuntary transfer status.

G. Returns from Leave Procedure:

1. Employees returning from a leave of absence will be returned to their previous job title if available.
2. Upon return from leave, if there is not an open position, the District shall use the involuntary transfer or layoff procedure as outlined in the agreement.

H. Posting of Vacancies:

1. All vacant positions will be posted in a timely manner.
2. A Notice of Position Vacancy shall be developed and posted on the District website for a minimum of five (5) working days.
3. The Notice of Position Vacancy shall contain the following ~~all~~ information necessary for an employee to evaluate his/her interest in the position. For example:
 - a. Position location and supervisor,
 - b. Description of responsibilities, qualifications and terms and conditions of employment,
 - c. Application procedures and closing date.
4. Posting of vacancies both internally and externally. Interview committees shall not have access to information regarding outside applicants prior to considering all qualified internal applicants as noted in the sections below.

I. Voluntary Transfer Procedure:

1. Requests for transfer to a job title at the same or lower pay level within the group must be submitted to the District in writing as specific vacancies become available.
2. If there are voluntary transfer applicants within the same group, the District will interview all internal candidates.
 - a. The employee selected must meet qualifications for the position.

- b. Should both senior employees meet qualifications, the position will be awarded based on seniority.
 - c. An employee may be denied a transfer if they have current evaluation performance deficiencies or evidence of disciplinary action in his/her personnel file.
 - d. Any interview committee shall not have access to information regarding outside applicants prior to considering all internal applicants.
3. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.
 4. An employee who is selected for a voluntary transfer within the same group will begin the new position on the required start date.

J. Promotion:

1. Employees interested in a promotion, shall complete the online application form as provided by the District as specific vacancies become available.
2. If more than one (1) employee within a group applies, at a minimum, at least the two most qualified employees that meet qualifications as defined on the job description shall be interviewed.
3. Should it be determined that two (2) or more internal employees match the qualifications for the position, the position will be awarded based on the following:
 - a. First consideration: prior work experience as it relates to the posted vacancy and/or other related experiences;
 - b. Second consideration: seniority.
 - c. The position will not be awarded in an arbitrary, capricious, or retaliatory manner.
4. Employees who have been promoted shall serve a probationary period of ninety (90) working days in the new position.
 - a. If during such probationary period the District determines that the employee is not performing the job tasks described in the job description ~~to the District's satisfaction~~ in the position to which they were reassigned or promoted the employee shall revert to the position to which they vacated if it is still available.
 - b. If the position is not available, the employee may return to an available position for which they are qualified excluding any positions that would result in a promotion.
5. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.
6. An employee who is selected for a promotion will begin the new position on the required start date.

Section 15 – Layoff and Recall

- A. Layoff shall be defined as a reduction in the work force for economic reasons only.

1. The District shall first release all new hire probationary employees prior to entering the layoff process.
 2. Any employees affected by layoff shall receive written notification thirty (30) calendar days prior to the layoff taking effect. The Association shall also be notified.
 3. Layoff will be applied by group, then job title, using the following procedures:
 - a. The District shall first determine how many positions will be retained in each job title within the affected pay level and group.
 - b. Within each job title, the District shall identify for layoff the least senior employees in that title.
 - c. Employees whose positions have been eliminated and/or identified for layoff may displace employees in positions in other job titles and pay levels in the group, provided that they possess greater seniority than employees who would otherwise be retained in the position and meet the qualifications.
 - d. If the district determines that the number of positions in a pay level must be reduced, Employees will move from a higher pay level to a position in a lower pay level by seniority. The least senior employees at each pay level will be the employee moved to a position in the next lower level of pay.
 - e. For the purpose of this section, seniority ties shall be broken by a number drawn lottery and layoff and recall are considered one (1) event.
 4. Laid-off employees whose positions have been eliminated and/or identified for layoff may apply to an open position in another group for which they are qualified while they are on layoff status.
 - a. The District agrees to grant one interview for a position within the Information Technology & Support groups the employee applies for if they are qualified.
 - b. The employee is required to submit an application for each position they wish to be interviewed for and must do so during the application period.
 - c. This does not supersede the Assignment and Transfer process outlined in the Agreement.
 5. Laid off employees may apply for employment in vacant District positions in other Association-represented bargaining units. The employee shall be granted one (1) interview provided the employee submits an application during the posted application period and notifies Human Resources of their interest to be granted an interview. The employee must be qualified for the position, and have no misconduct or performance concerns, for this provision to apply.
 6. For laid off employees, COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.
 7. Employees in layoff status shall be eligible for a temporary assignment in a like for like position when a regular employee is on temporary leave.
- B. Re-employment Recall Pool
1. Employees that are to be laid off shall be placed in a recall pool.
 2. Employees will be called back in the reverse order in which they were laid off to any position within their group for which they meet the job qualifications.

3. Employees may be called back into positions that are of a lower salary level or a different group where they hold seniority, but by choosing this position the employee does not forfeit the right to be recalled into an equal position from which they were laid off within the recall period.
4. Employees shall remain in the recall pool for twenty-four (24) consecutive months from the date of layoff.
5. An employee may be removed from the recall pool if at any time the employee declines recall to an equal position.
6. The District shall give written notice of recall from layoff by phone and email. If these attempts are not successful, the District will send a registered, certified letter to said employee at their last known address. Any employee so notified shall accept or reject the position within ten (10) days of receipt of delivery.
 - a. It shall be the sole responsibility of the employee to notify the employer of a change in address and personal email.
7. The District may fill the position on a temporary basis until the recalled employee can report for work.
8. Unused accumulated sick leave shall be restored to the employee upon his/her return to active employment. Other benefits will be reinstated as appropriate to the position held.

Section 16 – Progressive Discipline

- A. The District has the right to discipline, suspend, or dismiss for just cause.
 1. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations.
 2. All disciplinary action shall be in accordance with the principles of progressive discipline.
 3. Progressive discipline may include: verbal warning, written warning, and written reprimand.
 4. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
 5. Disciplinary actions, including verbal warnings, shall be committed to writing and placed in the appropriate file as listed in the “Employee Files” section of this agreement.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by his/her supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond.
 1. Such notification must include complainant(s)’ name(s).
 2. An employee shall have the right to be accompanied by a representative of the Association during any such meeting.

3. The District may hand deliver the letter of discipline to the employee without calling a special meeting after the investigation is complete and if the District chooses to discipline the employee.
4. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.
5. Discipline can be removed from employee files consistent with the applicable provisions in the Employee Files Section.

Section 17 - Employee Files

A. Personnel Files

1. The personnel file is a District file and shall be maintained in the District's Human Resources office.
2. Personnel files are confidential and shall be available for inspection only to the appropriate administrative staff and the individual employee.
3. All disciplinary action, excluding verbal warnings, shall be placed in this file.
4. By prior appointment, an employee shall have the opportunity to review the contents of his/her file and copy, at the employee's expense, materials within the file.
5. A review of the personnel file will be supervised by the Chief Human Resources Officer or designee(s).
6. The employee may request an additional individual, chosen by the employee, be present for the personnel file review.
7. The employee may work with the Chief Human Resources Officer, or designee, to add material to, or delete material from, his/her personnel file. The employee shall have an opportunity to attach written comments to anything in his/her file.
8. Any derogatory document not provided to an employee within fifteen (15) work days after placement by the employer into the personnel file shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
 - a. 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 having been provided a copy first and been provided the opportunity to attach his/her own comments.
 - b. Such written response shall become part of the employee's written personnel records.
9. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined above. Confidential materials can be placed in an employee's personnel file only with the employee's permission.

B. Supervisor File

1. An employee's principal or program supervisor may maintain a supervisory file at his/her work site for the purpose of containing material pertinent to the employee's performance and for completion of an employee's evaluation(s).
2. Counseling/expectation memos and verbal warnings shall also be placed in this file. Information about removing these documents from employee files is listed below.
3. The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time, within twenty-four (24) hours if possible, for such review.
 - a. The employee may choose to have a representative present.

b. The employee may copy materials from the file at his/her own expense.

4. The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program.

a. When those responsibilities end, the contents of the file will be destroyed except for written documentation of counseling sessions and verbal warnings which will be forwarded to Human Resources. Documentation forwarded to Human Resources will be filed in the personnel director's office.

C. Application and Screening Materials

The District will maintain application and screening materials in order to fill vacant positions. Materials are organized in relation to a posted vacancy and subsequent hiring process. These files are stored for the current year, plus three years as required by the Records Retention Act. Employees may review application materials the employee themselves have submitted.

D. District Records

1. The District maintains other types of records related to grievances, discipline, and litigation.

2. If the District keeps a discipline record longer than what is stated in the timelines below, it will not be used as the basis for discipline.

3. Records of grievances are not kept in the personnel file.

4. District records are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of grievances, discipline, or litigation.

5. District records will be kept separate from other District files.

E. Document Removal from Supervisor and Personnel File

1. Counseling Memo and Verbal Warnings

a. Documentation of counseling sessions will be destroyed after one (1) year, provided that no further issues of a similar nature have occurred during that period of time.

b. After eighteen (18) months following the issuance, the employee may submit a written request to remove documentation of verbal warnings, provided that no further issues of a similar nature have occurred during that period of time.

c. The employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline.

d. The only reference to the discipline action will be kept in District records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future discipline of the employee.

e. In the event there is a reissuance of a counseling memo or verbal warning due to the grievance process, the date on the reissued letter shall be that of the original document.

2. Written Warnings and Written Reprimands

a. After two (2) years following the issuance, the employee may submit a written request to lower the discipline level of the document if there has been no recurrence of the behavior.

- b. If granted, the new level of the discipline will be noted as revised and dated on the original document.
- c. Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only.

F. Applicability of Public Disclosure Laws

Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

Section 18 - Employee Protection

- A. The District shall provide a safe and healthy working environment for all employees.
 - 1. An employee shall immediately report potentially unsafe or hazardous conditions to their supervisors.
 - 2. Unresolved conditions may be submitted for discussion at Labor Management meetings.
- B. Social Security numbers will be treated as private and confidential information while recognizing the fact that they may be needed to be used for documentation when mandated by federal or state regulation.
- C. A communication device will be available to an employee required to work in a building alone. If an employee is given an assignment outside of their regular duties requiring them to work alone, that employee may decline the assignment without repercussions if he/she has safety concerns.
- D. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.
- E. Each facility shall have a building-wide crisis plan.
 - 1. These plans shall be comprehensive, and include plans for the gym, cafeteria, library, multi-purpose room, outside and any other area used by employees and/or students.
 - 2. The crisis plan must be in print and a copy provided to each staff member at review and information sessions at the beginning of each school year.
- F. In those situations where it is mutually determined appropriate, the District will provide legal defense in criminal cases. In those situations, where criminal charges arising out of employment have been filed against an employee, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if he/she is found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.

Section 19 - Indoor Air Quality

- A. If an employee observes an indoor air quality issue at any work site, the employee will ensure that a maintenance work request is submitted immediately by personally submitting the request, or by phoning the Facilities office, or by providing direct notice to their supervisor in the case of urgent or potentially hazardous conditions. The work request shall include the time, specific location, and description of the concern. The Maintenance Department will follow standard protocol pursuant to the identification and troubleshooting of the issue, and any subsequent repairs.
 - 1. In the event that the issue is located at a employees primary work site the employee may contact the district's Industrial Hygienist who will follow normal processing procedures regarding the reports.
- B. Based on the reported concern, the District Industrial Hygienist will:
 - 1. Test and monitor the area.
 - 2. Track the employee concern as reported on physical hazard notification forms and employee logs.

3. Facilitate, research, and recommend solutions in a timely manner.
 4. Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.
- C. Unresolved indoor environmental issues may be submitted to the Joint Indoor Air Quality Committee who will be consulted for recommendations.
1. The Committee shall be comprised of the District's Industrial Hygienist, the Director of Maintenance (or designee), the Director of Safety (or designee), and three (3) SEA representatives (to be communicated by SEA to the Industrial Hygienist annually).
 2. If the Industrial Hygienist position is vacated or discontinued, the Committee shall recommend independent testing groups.

Section 20 – Worker's Compensation

- A. If an employee is injured on the job, an incident report will be filed in a timely manner to document the injury.
- B. Employees who sustain a personal injury/illness, covered by workers' compensation, in the course of employment will be paid full salary for the period of absence less the amount of the workers' compensation award made for disability due to such injury/illness.
- C. Such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays.
- D. If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of the Department of Labor and Industry order and notice form approval.
- E. After thirty (30) workdays, such absence shall be charged to the annual or accumulated illness leave in the pro rata amount paid by the District.
- F. The District will provide, at its discretion, on the job support(s) to reduce instances of work-related injury.
- G. Injury Related Reassignment
1. The District shall enter into an interactive dialogue with an employee who has or incurs an injury or medical condition that may require accommodations in order to perform job duties.
 2. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority. The employee will continue to receive all rights, privileges, and protections normally given under this Agreement. If any provision of the Collective Bargaining Agreement is in conflict with the new position, the District and Association shall decide jointly on the appropriateness of the proposed placement.
 3. The Association will be informed in writing if any employee not represented by the Association is assigned to a position represented by the bargaining unit or if an employee represented by the Association is placed in a position outside of the bargaining unit.
- H. Light duty for on the Job Injuries
1. The District will institute a light-duty program to return employees to work who have been authorized to return to light-duty assignments. Light-duty assignments may differ from the employee's regular work assignments.
 2. The District will make a good faith effort to designate light duty positions for employees required to work with physical restrictions due to an on-the-job illness. The employee must have a written release from his/her attending physician and must comply with any regulations required by

Washington State Worker's Compensation. Employees performing light duty shall be compensated at their regular rate of pay.

- I. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industry's Loss of Earning Power Standards.

Section 21 – Loss and/or Damage of Personal Property

- A. The District agrees that it will include employees as insureds in the District's liability policy. The District shall reimburse the employees for:
 1. the replacement of any clothing or other personal property damaged or destroyed in a disturbance as defined by state statutes.
 2. any District-registered personal property used for instructional purposes in the workstation which has been damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred twenty-five dollars (\$125), whichever is less.
 3. personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measure(s). Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred twenty-five dollars (\$125), whichever is less.
- B. The District shall reimburse vandalism to an employee's vehicle under the following conditions:
 1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged.
 2. The vandalism must have occurred while the employee was at a District work site performing district business.
 3. Damage resulting from a collision or damage from another vehicle is not reimbursable.
 4. Reimbursement shall be made per vandalism occurrence in the amount of one hundred twenty-five dollars (\$125) or the employee's deductible, whichever is less.
- C. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal and to the District security department.
- D. All claims for reimbursement for loss, except "B.1" above, require a certification of valid insurance with the amount of the employee's deductible, by a representative of the employee's insurance company. Forms will be available from the District business office.
- E. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.

Section 22 – Loss or Damage of District Property

Employees shall not be liable for District property that is damaged, destroyed, or stolen provided prudent steps have been taken to protect such property.

Section 23 – Threat of, and Assault on an Employee

- A. The District shall take reports of threats and assault seriously.

- B. Any case of a threat and/or assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee.
- C. The District shall meet with the employee about the allegation of a threat or assault.
- D. The District shall inform the employee of any action taken in response to the student as reported after conferring with the employee.
- E. The District acknowledges the extraordinary impact that serious threats and assault on staff members has on the educational process and will, therefore, take more severe disciplinary action for exceptional misconduct.
 - 1. Such disciplinary action may include expulsion or emergency expulsion, whenever appropriate, in accordance with student due process rights.
 - 2. The District shall follow the law when disciplining Special Education students.
- F. The District shall inform the employee on those legal rights and alternative courses of action available to the employee.
- G. Threats or assaults that have resulted in a documented medical condition shall be reviewed by the District and may not result in the loss of sick or vacation leave.
- H. The District will refer reports of threats and assault to the authorities as appropriate.
- I. School visitor information shall include notice of the District's expectation regarding physical or verbal abuses, intimidations or interference with an employee's ability to perform his/her duties.
- J. The Employee Assistance Plan is available for any employee and information about this program can be found in the Benefits Office.

Section 24 – Potentially Dangerous Students and Patrons

After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor, they will notify affected staff in a timely manner, and in accordance with all state and federal laws.

Section 25 – Professional Development

- A. Management will be responsible for providing ongoing job-related training. Employee input shall be sought each year to help determine the needs for trainings. These trainings shall not replace existing mandatory or contractually obligated training.
 - 1. Trainings may include access to online training resources
 - 2. When the District uses a Train the Trainer type model, opportunities will be provided so that the information can be shared with the applicable IT staff.
- B. For purposes of creating a team that is able to back up each other in times of operational needs or during employee leave times, the department supervisor will identify opportunities for cross-training within like job titles or similar job functions.
- C. As operational needs allow, cross-training opportunities will be identified for lower-level positions to job shadow higher-level positions for growth and professional development opportunities and to ensure processes are understood and documented.

Section 26 - Seasonal and Student Workers

- A. The District and the Association have an interest in giving opportunities to learn job skills and train in entry level positions in STEM career paths. The District may hire seasonal and student workers, who are supervised by a supervisor, to supplement the work of IT employees in order to complete projects that provide on-the-job learning opportunities.
- B. No student shall be engaged in activities which result in the replacement of currently employed workers. Seasonal and student workers will not replace employees or be used to prohibit the creation of new positions.

Section 27 - Volunteer Opportunities

- A. Volunteers shall not do work normally assigned to bargaining unit members. No volunteer shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any volunteer prevent the employment of persons who would otherwise be hired.
- B. If volunteers are involved in activities that require additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision to the volunteer.
- C. Volunteers wishing to complete a project that would normally be assigned to bargaining unit members shall follow the Volunteer and Community Support Program process in accordance with Spokane Public Schools Policy and Procedure.

ARTICLE IV – Leaves of Absence

Section 1 – Sick, Family, and Emergency Leave

- A. Employees shall be granted 12 days of sick, family, and emergency leave at the beginning of each school year. Such leave days may be accumulated per year on a prorated basis to a maximum of two hundred forty (240) days.
1. Sick leave is defined as days of absence from duty because of personal illness and for which no deduction is made in compensation of the employee. After an illness of five (5) consecutive days, employees may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. When an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's absence irrespective of five days.
 2. Emergency leave may be granted for problems for which pre planning is not possible or could not relieve the necessity for the employee's absence (e.g., court appearance, religious holidays, funeral of friend, etc.).
 - a. Employees shall be allowed to use accrued sick leave for a child of the employee with a health condition that requires treatment or supervision; or
 - b. Employees shall also be allowed to use accrued sick leave for a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition.
 3. Sick, family, and emergency leave may be taken to the full amount of accumulation.
 4. An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year. Doctor's appointments that require absences greater than two hours shall be deducted from sick leave.
 5. Sick Leave Sell Back:
 - a. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused sick leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.
 - b. At the time of separation from District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued sick leave. For the purpose of remuneration at retirement or death, total accrued sick leave shall be limited to 180 days.
 6. Employees who are members of recognized religious groups have the right to request in advance through Human Resources up to three (3) days per work year of non-accumulating accommodation leave when:
 - a. the recognized religious group celebrates a holy day or religious holiday and
 - b. requires attendance at the celebration and
 - c. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.

Section 2 - Maternity Leave

- A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.
1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
 2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.
 3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five days shall require a physician's statement to verify the leave period for disability relating to pregnancy or childbirth. A physician's statement for a leave of less than five days may be required. In instances where an employee requesting maternity leave is not under a physician's care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than 30 days.
 4. Maternity leave is in addition to leave granted through FMLA, the Washington Paid Family Medical Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.
 5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
 - a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.
 - b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.
 - c. A long-term substitute may be placed in the employee's position during the period of absence.
 6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

Section 3 - Family Care Leave

Employees shall be allowed to use their accrued sick leave to care for immediate family members with a health condition that requires treatment or supervision. Abuse of sick leave may be subject to disciplinary action as found in the Progressive Discipline Section.

Section 4 - Parenting Leave

- A. Employees may use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family.

- B. This applies to regular childbirth as well as adoption and long-term fostering of a child.
- C. This leave is in addition to maternity leave and any leave to which the employee is entitled pursuant to the FMLA or the Washington Paid Family and Medical Leave Act.
- D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

Section 5 - Bereavement Leave

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the District must have an affidavit of Domestic Partnership already on file for benefit purposes.
- B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law.
- C. In special cases, the superintendent or designee may extend the definition of immediate family and/or grant extra days.
- D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

Section 6 - Family Medical Leave (FMLA)

Any eligible employee is entitled to a total of twelve (12) work-weeks of Family Medical Leave during any fiscal year (September 1 - August 31), as provided for in District Policy.

Section 7 – Paid Family and Medical Leave

Washington State Paid Family and Medical Leave (PFML): is a program managed by the Washington State Employment Department. The program commenced on January 1, 2020, and employees may be eligible to receive this benefit under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. When requesting information about leave options, employees will be given basic benefit information provided by PFML. Employees will need to contact the Washington State Employment Security Department for detailed information and to apply for the benefits

Section 8 – Vacation/ non restricted vacation

- A. Exempt Professionals
 - 1. Employees shall earn 18.66 hours a month of vacation time on a pro- rated basis.
 - 2. Employees shall give twenty-four hours notice when taking vacation.
 - 3. In order to assure sufficient coverage for district operations, vacation requests will be considered and may be denied if critical deadlines occur during requested vacation that require the employees direct involvement for which no suitable IT employee is available to maintain operations.

4. When the District office is closed during winter break or 4th of July week, employees shall have the option to work at an alternate site on what would have been a workday rather than use vacation leave.
5. Once vacation is approved, it cannot be changed by a supervisor without the employee's consent.
6. The number of employees taking vacation in each job title may be limited before and during school start up (mid-August to mid-September) to ensure sufficient staff are available to set up and resolve final systems upgrades and provide customer service to all school employees.
7. Any terminated employee will receive prorated vacation pay on their last warrant.
 - a. Employees who are laid off shall have the option of either cashing out their vacation or holding it for potential recall.
 - b. Should the recall timeline expire, employees shall be paid out in full their vacation balance.
8. Should an employee voluntarily resign or terminate employment for reasons other than layoff, the vacation accrual date will be based on the employee's most recent rehire date.
9. Employees may carry over up to thirty-five (35) days each year.
 - a. Vacation must be scheduled and used by August 31st. The time must be reported to the employee's timekeeper during the August payroll processing time period. The amount of potential vacation loss can be found on the employee's electronic pay stub.

B. ITSC and TS

1. Vacation:

- a. Twelve month employees shall earn vacation monthly on a pro rata basis.

<u>Years of Service</u>	<u>Vacation Eligibility</u>
1-4 years – 6.66 hrs./mo.	10 days or 80 hours
5-9 years – 10 hrs./mo.	15 days or 120 hours
10-24 years – 13.3 hrs./mo.	20 days or 160 hours
25 plus years – 15.3 hrs./mo.	23 days or 184 hours

- b. Any terminated employee will receive prorated vacation pay on their last warrant.
 - i. Employees who are laid off shall have the option of either cashing out their vacation or holding it for potential recall. Should the recall timeline expire, employees shall be paid out in full their vacation balance.
- c. In order to assure sufficient coverage for district operations, vacation requests will be considered and may be denied if critical deadlines occur during requested vacation that require the employees direct involvement for which no suitable IT employee is available to maintain operations.
- d. The number of employees taking vacation in each job title may be limited before and during school start up (mid-August to mid-September) to ensure sufficient staff are available to set up and resolve final systems upgrades and provide customer service to all school employees.
- e. Employees shall give twenty-four hours notice when taking vacation for five days or less. Vacation requests longer than a week shall give three days notice to ensure adjustments can be made to cover for the long absences.
- f. The District and the Association agree that vacation accrual dates for members of the IT bargaining unit will be based on total time served within the district in a regular position. Guidelines developed for computing step increase dates will be followed.
- g. Should an employee voluntarily resign or terminate employment for reasons other than layoff, the vacation accrual date will be based on the employee's most recent rehire date.
- h. Employees may cash out, at their discretion, any remaining vacation accrual for the year as of August 31st.

- g. Vacation that must be used or will be lost must be scheduled and used by August 31st. The time must be reported to the employee's timekeeper during the August payroll processing time period. The amount of potential vacation loss can be found on the employee's electronic pay stub.

2. Personal leave

- a. In addition to the above noted vacation days each employee will be granted an additional three (3) non-restricted personal leave days annually.
 - b. These days are separate from regular vacation days, can be accumulated up to a total of five (5) and will be front loaded each year.
 - c. Request to use personal days must be made by the end of the prior regularly scheduled workday.
 - d. The employee is not required to state the reasons for the request to take such leave days.
 - e. These leave days are separate from sick, family, and emergency leave days.
 - f. No more than three (3) personal leave days may be taken at any one time.
3. Employees may carry over their earned regular vacation based on hire date as outlined below:
- a. 1-4 years – 5 days
 - b. 5-9 years – 8 days
 - c. 10-24 years – 10 days
 - d. 25+ years – 12 days
4. Employees may carry over two (2) personal days and may elect to cash out up to three (3) personal leave days.

Section 8 - Community Service Leave

- A. An employee representing the District may be excused by his/her principal or supervisor to attend an education related activity in Spokane County without submitting a request to the superintendent provided, in the judgment of the supervisor, his/her duties can be properly covered to the satisfaction of all concerned, and at no additional cost to the District.
- B. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization represented.

Section 9 - Jury Service

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to his/her giving such jury service.
- B. When an employee is required to actually perform jury duty, he/she shall do so without loss of pay and/or benefits.
- C. Jury fees, exclusive of mileage, shall in each case be remitted to the District.

- D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, he/she shall return to the building for assignment.

Section 10 - Education Leaves

- A. Employees who desire to further their education may request to move from full-time to part-time, or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half-time. The employee will request the leave in writing.
- B. Upon approval by the District, an employee may take up to one year leave of absence for education without pay or District contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which he/she is qualified, if a position is available at time of return.

Section 11 - Subpoena Leave

District employees subpoenaed to testify on school-related business or matters will be granted release time, not to be deducted from their sick leave or vacation time.

Section 12 - Natural Disaster

When a natural disaster is declared by an official public agency which precludes an employee from getting to work, the employee will notify his/her supervisor as soon as reasonably possibly of his/her inability to get to work so that staffing adjustments can be made to secure school facilities. Such authorized absence will not constitute loss of vacation, non-restricted vacation, sick/emergency leave, or pay.

Section 13 - Miscellaneous Leaves

- A. Other leaves may be granted upon District approval for up to one (1) year without pay or District benefits, provided sufficient notice is given. Special conditions of the leave shall be put in writing at the time the leave is granted. The employee's failure to fulfill the special and regular conditions of the leave will be considered a breach of terms and condition of the employee's leave agreement with the District and may be cause for disciplinary action. Seniority, and accrued sick leave at the time of the leave will apply on return from the leave. Accrued sick leave will be adjusted for miscellaneous leaves involving twenty-one (21) or more days of absence from regular duties. The employee shall return to a position of equal classification and hourly rate if such position is available or to a position which is mutually agreeable to the District and the employee, if a position is available upon return.
- B. The following types of leave will be considered under this policy:
1. Active military service (with pay if absence under RCW 38.40.060).
 2. Additional college preparation, providing it is job related.
 3. Extensive travel—must be in best interest of the District.
 4. Health of the employee or member of the employee's immediate family.
 5. Other educational service so long as deemed beneficial to the District.
 6. Public service leave.
 7. Child-rearing leave, if not covered under family and medical leave.

Section 14 - Insurance Premiums While on Leave

The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

Section 15 - Shared Leave

A. An employee is eligible to receive shared leave under the following circumstances:

1. The employee:

- a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment or physical or mental condition which is extraordinary or severe in nature;
- b. Is a victim of domestic violence, sexual assault, or stalking;
- c. Need the time for parental leave, to include bonding with an employee's newborn, adoptive or foster child.
 - i. Employees accessing shared leave for this purpose may maintain up to 40 hours of accrued leave in reserve.
 - ii. This leave can be up to sixteen (16) weeks after the birth or placement of the child and must be used within the first twelve (12) months after the birth or placement.
- d. Is sick or temporarily disabled because of pregnancy disability
 - i. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to 40 hours of annual leave and 40 hours of sick leave in reserve.
- e. Serves, or has served, the country in one and meets one or more of the following criteria:
 - i. Has been called to serve in the uniformed services;
 - ii. Has the needed skills to assist in responding to a state of emergency declared within the United States or the aftermath of such an emergency and the employee volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or nonprofit organization accepts the employee's offer of volunteer service.
 - iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, as is attending medical appointments or treatments for a service-connected injury or disability.
 - iv. Is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005 who is attending medical appointments or treatments for a service connected injury or treatment.
 - v. The condition or conditions listed above must cause, or be likely to cause, the employee to go on leave without pay or terminate employment.
 - vi. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040.

- vii. The employee has abided by district policies regarding sick leave use or military leave use.
 - viii. If the illness or injury is work related, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW.
 - ix. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.
- B. An employee may donate annual leave or sick leave to an employee who is eligible for shared leave under the following conditions:
- 1. Annual leave – an employee may donate any amount of annual leave provided the donation does not cause the leave donor's leave balance to fall below ten (10) days. Annual leave means vacation leave and personal leave that an employee accrues. The leave donor cannot donate excess annual leave that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.
 - 2. Sick Leave – an employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in his/her sick leave accounting going below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.
 - 3. Subject to any limitations, employees may donate up to six (6) days during any twelve (12) month period.
- C. The District determines the amount of shared leave, if any, an employee may receive. However, an employee cannot receive more than five hundred twenty-two (522) days of shared leave during total district employment.

Section 16 - Association President's Leave

- A. Upon request, the president of the Association will be granted a leave of absence for the school year in which he/she is president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.
- B. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the president during the school year and present it annually to the District.
- C. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.
- D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

Section 17 - Association Leave

- A. The District shall provide to the Association an aggregate of two hundred fifty (250) total days for all bargaining units represented by the Association each school year for the purpose of Association leave.
- B. Use of such leave shall be approved by the president of the Association.
- C. The Association shall provide the full salary costs for the employee's absence when substitutes are required.
- D. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total.
- E. The District will provide substitute time for all joint committee meetings as needed that meet during the workday.
 - 1. Substitute time for joint committees will not be counted against Association leave days.
 - 2. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees.
 - 3. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

Section 18 - Temporary Absence

An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by their supervisor without loss of pay, if in the judgement of their supervisor, duties can be covered to the satisfaction of all concerned. Temporary absence will not be used more than twice per year.

ARTICLE V – Salary and Benefits

Section 1 – Salary

- A. The District shall provide salary schedules to attract, retain, and support a high quality work force.
- B. During the life of this agreement the District shall distribute its inflationary adjustment allocation for salaries and salary-related benefits received from the state as follows:
 - 1. The inflationary adjustment allocation dollar amount (that is the actual dollar amount received from the state) shall be applied as a percentage across the salary schedule.
- C. The salary schedule is attached as Addendum A.
 - 1. For the 2019-2020 school year:
 - a. TS schedule as proposed by SPS on 8/26/19 and placements as proposed by SEA on 9/17/19
 - b. 2.5% increase on the Salaried Professional Schedule
 - 2. For the 2020-2021 school year, the salary schedule shall increase by 1.8%
 - 3. For the 2021-2022 school year, the salary schedule shall increase by 2.0%
- D. The monthly salary shall be calculated through multiplying the two thousand eighty (2080) hours times the hourly rate and dividing by twelve. Employees are paid monthly on the last working day of the month.
- E. Additional salary improvements authorized and funded by the state and received by the District during the life of this contract will be granted to bargaining unit personnel by a uniform salary schedule percentage improvement.
- F. Longevity pay increments will be based on years with the District in any regular position calculated from date of hire. All regular District experience will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time. Excluded from allowable experience is all substitute experience. The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the Educational Support Personnel employee receives workers' compensation benefits shall be exceptions to this clause and shall not be considered breaks in service.
- G. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior years' placement error will be adjusted only if such error is brought to the attention of the Human Resources department of the District prior to October 1 of the present year.
- H. Employees who receive an overpayment by the District will have the following options for repayment, provided that the total monthly amount being paid back, even in multiple instances of overpayments, is a minimum of \$25. Additional overpayment options may be utilized, if approved, when unique circumstances exist:
 - 1. Lump sum repayment.
 - 2. Equal payments to be completed by the end of the school year.

3. Equal payments spread over one year.
4. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.
5. Repayment will begin in the warrant following individual notification that such repayment is necessary.
6. In the event the District identified an overpayment or underpayment prior to payday, the District will notify the employee of the error. If the error is an underpayment, the District will provide a separate payment to the employee on payday to correct the underpayment. If the error is an overpayment, the employee will be required to provide a lump-sum payment for the overpayment on payday.

Section 2 – Stipends

- A. Education Stipend - Employees will earn a stipend for acquiring educational degrees above and beyond their required minimum job qualifications. Each employee can only earn one education stipend per year. This stipend is paid in September.
 1. TS and ITSC
 - a. Bachelors degree = \$400 stipend
 - b. Masters degree - \$1,461 stipend
 2. Salaried Professionals
 - a. Masters stipend = \$1,461 for Masters' Degree
- B. **Longevity Stipend** – \$200 longevity stipend paid in February for reaching twenty (20) years of service by September 1.

Section 3 – Benefits

- A. Washington State Paid Family and Medical Leave (PFML):
 1. Effective January 1, 2020, the Washington Family Leave Act is repealed and eligible employees are covered by Washington's Family and Medical Leave Program RCW 50A.04.
 2. Eligibility for leave and benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State).
 - a. Employees will pay, as a payroll deduction (as determined by RCW 50A.04.115):
 - i. The full cost of the premiums associated with family leave benefits; and
 - ii. Forty five-five percent (45%) of the cost of the premiums associated with the medical leave benefits. The District will pay the remaining fifty-five percent (55%) of the premiums associated with the medical leave benefits.
 - b. The pay deductions become effective September 1, 2019 and will be reflected on the October 2019 pay warrant.
 3. For the duration of this agreement, the District will use the state insurance as the carrier for the PFML.
- B. School Employees Benefit Board (SEBB). The following provisions are presently in effect by the SEBB, and modifications made by the SEBB will be implemented as required by law. All of the provisions of

this section shall be interpreted consistent with the rules and regulations of the SEBB. If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiations over the changes.

1. Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the school Employees Benefit Board (SEBB) for insurance program as adopted by the School Employees Health care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.
2. The parties recognize there may be unanticipated impacts due to the transition and agree to ongoing and timely information sharing and problem-solving discussions with the intent to minimize and mitigate negative impacts to staff during the transition period.
3. Employee payroll deductions for premiums and surcharges will be based on the policies and rate schedules established by the SEBB Program. The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.
4. Benefits presently provided by the SEBB include but are not limited to:
 - a. Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
 - b. Basic Long-Term Disability
 - c. Vision
 - d. Dental including orthodontia
 - e. Medical
5. Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangements (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction if available by SEBB for any supplemental insurance that they choose to enroll through SEBB (e.g, optional AD&D, Long Term Disability, etc.)
6. Dependent Coverage for the Purpose of SEBB.
 - a. Subject to SEBB dependent verification requirements:
 - i. Legal spouses, state registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical disability who meet SEBB certification requirements.
 - ii. Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under the SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period of up to 36 months in accordance with SEBB provisions. and the opportunity to make such payments will be made through payroll deduction by the District and paid to the HCA for this purpose as long as the employee has sufficient net pay to cover the monthly cost.
7. Eligibility:

- a. Employees, including substitutes, shall be eligible for full insurance coverage under SEBB if they work, or are anticipated to work, 630 or more hours in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the year shall count for the purposes of establishing eligibility.
 - b. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, and the employee is anticipated to work 630 hours during the following year, that employee will be provided benefits coverage if the employee will be working at least 17.5 hours each week for 6 of the last 8 weeks before the last day of school for those who work 9-10 months, or 6 of the last 8 weeks before the end of the year (August 31) for 11-12 month positions.
 - c. In accordance with the SEBB program, paid leave shall count towards the 630 hour used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
 - d. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying premiums and applicable surcharges to the HCA in accordance with the SEBB continuation coverage option.
8. Benefit Enrollment/Start:
- a. SEBB will provide an open enrollment period each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year. The open enrollment period shall be established by the SEBB Program.
 - b. If an employee has a qualifying change in family or employment status, outside the annual open enrollment period, benefit changes may be requested in the manner and timeframe established by the SEBB Program.
 - c. An eligible employee must complete enrollment and dependent verifications within the required timeframe established by the SEBB Program.
 - d. In the event an eligible employee does not submit benefit enrollment information within the required timeline, the employee will be automatically enrolled in the employee only default plans for medical, dental, vision, basic life, AD&D, and basic long-term disability insurance, in accordance with the SEBB Program.
 - e. Benefit coverage will begin the first day of the month following the first day of work for eligible positions (per the Eligibility clause above), except during the month of September when the employee's benefit coverage will begin in September on their 1st day of work if the employee is in an eligible position and the employee begins on or before the first school day in September.
 - f. Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630 hour eligibility mid-year for two consecutive years, the employee will be anticipated to work 630 hours going forward if in the same position and, therefore, be eligible for benefits under SEBB.
9. Continuity of Coverage: Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefits coverage if they meet the eligibility requirements above.

10. Benefit Termination / End:

- a. Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through the last day of the calendar month of employment, consistent with the SEBB provisions.
 - b. In accordance with SEBB provisions, when an employee eligible for benefits separates from employment after completion of the employee's full contract obligation, the separation will be effective August 31. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage
- C. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law and SEBB provisions.
- D. The District will contribute \$50 per month, per employee into a VEBA account, in accordance with state and federal law, employees have the opportunity to participate in making VEBA contributions based on the outcome of the employee group votes conducted by the Association. VEBA funding options include: sick leave cash out at retirement, and annual sick leave sell back. If one (1) or more options are adopted by the employee group votes, all eligible employees in the group must participate. The Association will annually notify the District by November 15th of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year.
- E. Retirement: Employees participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.
- F. Tax sheltered annuity and Washington State Deferred Compensation deposits shall be transferred by payday each month. Every employee participating in an annuity or the state's deferred compensation program will be provided notice of the date of transfer of his/her tax-sheltered annuity.
- G. The District shall provide automatic payroll deduction for health club fees at the employee's option.

ARTICLE VI – Settlement of Grievances

Section 1 – Definitions

- A. A grievance is defined as an alleged violation of a specific term of this Agreement, or a dispute regarding an interpretation of the Agreement.
- B. A grievant shall mean an individual employee, group of employees within a building or program, or the Association.
- C. To the extent that time limits are expressed in days, days shall refer to school days when school is in session during the student calendar, and actual business days during the summer.

Section 2 - Time Limits

- A. Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process, except that any grievance shall be processed during the period in which the parties involved are available.
- B. A grievant must file a grievance within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later.
- C. Grievances regarding assignment/transfer, will follow the steps described below:
 - 1. From the time an employee was notified of a reassignment, involuntary transfer, other change of position, or was notified that he/she was not selected for a voluntary transfer, the employee will have five (5) days to file a formal written grievance.
 - 2. Once the grievance is filed it will be expedited.
 - 3. If the Superintendent or his/her designee rules in favor of the grievant, the grievant will be offered the position that was grieved. The employee originally selected for the transfer will be returned to his/her former position. If the grievant is denied the grievance, the grievant may appeal the grievance to arbitration. However, the transfer position will be permanently filled by the employee who was selected.
- D. Failure of either party to comply with the time limits set forth herein will serve to declare the grievance as settled based upon the last request made or last answer provided, and no further actions shall be taken.
- E. Time limits as specified herein may be extended by mutual concurrence of the parties; provided however, no request for extension of time limits shall be made by either party after the applicable time limits in any of the grievance steps have already expired.
- F. The parties agree not to use the concept of a continuing grievance.

Section 3 - Limitations of Grievances

Grievances based only on the Preamble shall be grievable only through Step Three of the grievance procedure contained herein. All other grievance limitations outlined in the Collective Bargaining Agreement remain in effect.

Section 4 - No Reprisals

There shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.

Section 5 - Submission of Grievances

- A. Each grievance will be submitted separately except in cases where-in both the District and the Association mutually agree to have more than one (1) grievance handled at one time.
- B. If a grievance affects a group of employees or the Association, the Association may initiate and submit an Association grievance in writing to the District superintendent directly, signed by the president of the Association, and the processing of such grievance shall be commenced at Step Three.
- C. Step One of the procedure shall begin with the responsible administrator.

Section 6 - Grievance Processing Steps

A. Step One - Informal

Within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later, the employee shall request a meeting with their immediate supervisor/principal to discuss the potential contract violation and potential solutions. The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications.

- 1. This informal discussion will not be bypassed unless it is an Association or class action grievance.
- 2. Every effort shall be made to resolve the problem at this level in an informal manner.
- 3. An employee requesting such a meeting shall identify the subject of the concern.
- 4. If the complaint is not resolved it shall be moved to Step Two.

B. Step Two

If the complaint is not resolved, it shall be reduced to writing by the grievant and submitted to the Principal or Supervisor within five (5) days of the response at Step One-Informal.

- 1. A written grievance should include the article, section, and the specific term(s) violated or misinterpreted the specific factual basis for the grievance, the relief sought and the grievant's name and signature.
- 2. Upon receipt, the Principal or Supervisor shall arrange a conference to discuss the written grievance.
 - a. The grievant and an association representative (if the grievant desires) will be present at the conference.
 - b. Human Resources or co-supervisors may also attend the meeting to assist in discussing a resolution.
 - c. If the Association is not in attendance, they shall be notified of the Step Two grievance meeting.

3. Within five (5) days following the conference, the supervisor will provide the grievant and the Association with a written response to the grievance. Such response will include the basis upon which the decision was based.

C. Step Three

In the event that the grievant is not satisfied with the disposition of the grievance at Step Two, he/she shall within five (5) days refer the grievance in writing to the superintendent or his/her designee.

1. The superintendent or designee shall meet with the grievant in order to discuss the grievance and possible resolutions.
2. The superintendent or designee shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.

D. Step Four

1. Mediation - The Association and the District may mutually agree to mediate the grievance through the Washington State Public Employment Relations Commission (PERC). Such request will be made to PERC within ten (10) working days after the Step Three decision. If the parties do not mutually agree to the mediation, the grievance will move to Step Five.

E. Step Five

1. Arbitration

The Association, at its sole discretion, may advance any grievance to final and binding arbitration which has not been resolved through the use of the above enumerated grievance steps and procedures and is not subject to the exclusions herein.

2. The Association will notify the other party in writing that the matter is to be submitted for arbitration.
3. Arbitrations shall be filed with either the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Services (FMCS) within fifteen (15) days of receipt of the Step Three response, or Step Four if applicable.
4. The arbitrator shall be selected from a list provided by FMCS or AAA. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection.
5. The arbitrator to hear the case shall be chosen using the process described in the following section of this article.
6. The arbitrator shall follow the rules of the American Arbitration Association and/or the Federal Mediation & Conciliation Service and shall have no authority to extend, alter, or modify this Agreement or its terms. The arbitrator shall limit his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages.

7. The arbitrator shall make a written report of his/her findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded.
8. The arbitrator's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbitrator's decision.

Section 7 – Arbitration Costs

The District and the Association shall each bear its own expenses involved in the processing of a grievance. The two (2) parties shall share equally the cost of the arbitrator.

ARTICLE VII – Duration

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2022. At any time that rules, regulations, and/or laws are changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.

ADDENDUM A – Salary Schedules

Sept. 1, 2019

**SPOKANE SCHOOL DISTRICT NO. 81
EXEMPT TECHNICAL - ET, 2019-20**

		1	2	3	4	5
A	Annual	63,951	70,346	73,778	81,157	85,118
	Monthly	5,329.23	5,862.15	6,148.21	6,763.12	7,093.17
	Hourly	30.74556	33.82007	35.47042	39.01800	40.92214
B	Annual	65,869	72,454	75,992	83,591	87,671
	Monthly	5,489.05	6,037.85	6,332.71	6,965.90	7,305.94
	Hourly	31.66757	34.83374	36.53484	40.18788	42.14968
C	Annual	67,844	74,629	78,272	86,100	90,301
	Monthly	5,653.64	6,219.10	6,522.67	7,175.00	7,525.12
	Hourly	32.61718	35.87944	37.63081	41.39423	43.41417
D	Annual	69,880	76,868	80,620	88,682	93,011
	Monthly	5,823.37	6,405.65	6,718.36	7,390.16	7,750.88
	Hourly	33.59635	36.95569	38.75978	42.63556	44.71661
E	Annual	71,976	79,174	83,039	91,342	95,801
	Monthly	5,997.96	6,597.84	6,919.95	7,611.82	7,983.38
	Hourly	34.60361	38.06446	39.92276	43.91435	46.05798
F	Annual	74,135	81,549	85,530	94,084	98,676
	Monthly	6,177.93	6,795.75	7,127.51	7,840.31	8,222.98
	Hourly	35.64191	39.20625	41.12024	45.23256	47.44025

Masters Degree Stipend \$1,461

Sept. 1, 2019

**SPOKANE SCHOOL DISTRICT NO. 81
TECHNOLOGY SERVICES - TS, 2019-20**

		1-2	3-4	5-6	7-8	9-10	11+
1	Annual	42,300	44,131	46,042	48,036	50,116	52,286
	Monthly	3,524.99	3,677.62	3,836.86	4,002.99	4,176.32	4,357.15
	Hourly	20.33646	21.21701	22.13570	23.09417	24.09416	25.13743
2	Annual	46,658	48,688	50,806	53,016	55,322	57,728
	Monthly	3,888.17	4,057.30	4,233.80	4,417.97	4,610.15	4,810.70
	Hourly	22.43174	23.40753	24.42575	25.48829	26.59703	27.75403
3	Annual	48,996	51,119	53,334	55,645	58,056	60,572
	Monthly	4,083.03	4,259.94	4,444.53	4,637.10	4,838.03	5,047.66
	Hourly	23.55593	24.57656	25.64152	26.75252	27.91172	29.12113
4	Annual	51,937	54,185	56,532	58,979	61,533	64,198
	Monthly	4,328.04	4,515.45	4,710.96	4,914.94	5,127.76	5,349.80
	Hourly	24.96948	26.05066	27.17863	28.35544	29.58325	30.86423
5	Annual	55,065	57,444	59,925	62,514	65,214	68,032
	Monthly	4,588.73	4,786.97	4,993.76	5,209.49	5,434.54	5,669.31
	Hourly	26.47343	27.61711	28.81017	30.05476	31.35312	32.70756
6	Annual	61,842	64,520	67,314	70,228	73,269	76,442
	Monthly	5,153.52	5,376.67	5,609.47	5,852.36	6,105.78	6,370.15
	Hourly	29.73182	31.01925	32.36234	33.76363	35.22563	36.75088

Bachelors Degree Stipend \$300
Masters Degree Stipend \$1,461

ADDENDUM B – Family and Medical Leave

A. Family and Medical leave:

1. An eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1 - August 31). A regular employee shall first become eligible for family and medical leave following the adjusted anniversary of his/her date of hire. Employees other than regular employees shall be eligible, according to the eligibility provisions established in the family and medical leave act.
2. An eligible employee is entitled to family medical leave for:
 - a. the birth of a child and to care for such child.
 - b. the placement of a child with the employee for adoption or foster care that requires State action.
 - c. caring for the employee's seriously ill spouse, parent, child under eighteen (18) years of age or a child over age 18 who is "incapable" of self-care because of a mental or physical disability.
 - d. a "serious health condition" that makes the employee unable to perform her/his job functions.
3. For purposes of family medical leave:
 - a. "Incapable of self-care" means that he/she is incapable of performing several of the basic activities of daily life without the assistance of another person.
 - b. "Spouse" is defined in accordance with State laws. Unmarried domestic partners do not qualify for family medical leave to care for their partner.
 - c. "Serious health condition" covers conditions or illnesses affecting one's health to the extent that inpatient care is required or absences are necessary on a recurring basis or for more than a few days of treatment or recovery. Prenatal care is explicitly included; routine physical examinations are explicitly excluded.
4. If leave is taken for birth or placement for adoption or foster care and both spouses work for Spokane School District #81, the family medical leave that may be taken is limited to a combined total of twelve (12) work weeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.
5. Family medical leave shall be without pay for all or part of the leave. An employee may elect to use accrued sick leave to which he/she is entitled prior to going on unpaid family medical leave. When requesting family and medical leave, the employee shall notify the District of his/her intention regarding use of accrued paid leave to which he/she is entitled.

Spokane School District No. 81 shall be responsible for maintaining coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave.

If the employee fails to return from family medical leave the District may deduct from any sums owed to the employee for all premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

6. Family medical leave taken on an intermittent basis (such as working a reduced work-week) for purposes of birth or because of placement for adoption or foster care requires District approval. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously-ill family member or for the employee's own serious health condition and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternate position with equivalent pay and benefits. If the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.
7. For part-time employees and those who work variable hours, the family medical leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.
8. Upon returning from family medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
9. An employee who plans to take family medical leave must provide the District with the written notice at least thirty (30) days in advance, unless the leave is not foreseeable, in which case the employee must notify the District as soon as possible.

Employees should consult with their supervisor when giving notice regarding planned medical treatments and make reasonable efforts to schedule the leave so as to not unduly disrupt the District's operations, subject to the approval of the health care provider.

The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family medical leave regarding the employee's status and intent to return to work.

10. The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:
 - a. take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
 - b. be transferred to an alternative position.

Instructional employees who request a period of leave near the end of an academic term may be required to continue taking leave until the end of the term.

ADDENDUM C – CONTRACT WAIVER APPLICATION

Request for Waiver of Contract Provisions

To: SEA Executive Board and Spokane Public Schools School Board

From: _____
Building or Worksite (Indicate if this is from a specific Department or Program)

Date of Request: _____

SEA Unit Making the Request: _____
i.e.: Certificated, Unified Trades, ESS, Nutrition Services, CGW, IT, Secretarial/Clerical. More than one unit may be listed.

SEA Unit(s) Effected by the Request: _____
i.e.: Certificated, Unified Trades, ESS, Nutrition Services, CGW, IT, Secretarial/Clerical. More than one unit may be listed.

Renewal of Waiver (yes or no): _____

1. **Contract Provisions to be waived (Article, Section, and page):**

2. **What is the intent of the proposed contract waiver? (Goal, objective or action that requires a waiver):**

3. **What policy, guidelines or procedures will replace the waived provisions?**

Certification: I certify that eighty-five (85) percent of the SEA members affected by this waiver request voted in favor of the above request.

SEA Building Representative Date

Building Principal Date

ADDENDUM D – Calendars: 2020-2021; 2021-2022; 2022-2023

See next 3 pages

2020-2021

First Day 9/3/2020

August '20							Teacher Workday							February '21														
S	M	T	W	T	F	S	Professional Learning Improvement Day (PLID)							S	M	T	W	T	F	S								
						1	Friday Collaboration/Early Release									1	2	3	4	5	6							
2	3	4	5	6	7	8	First Day of School/ Last Day of School							7	8	9	10	11	12	13								
9	10	11	12	13	14	15	Holidays/ Winter Break/Spring Break							14	15	16	17	18	19	20								
16	17	18	19	20	21	22	Elementary Conferences							21	22	23	24	25	26	27								
23	24	25	26	27	28	29	Secondary Conferences (Nov only)							28														
30	31						Weather/Emergency Make-up Days																					
September '20																					March '21							
S	M	T	W	T	F	S	Aug. 31- Sep 2 Teacher Work Day/ PLID														S	M	T	W	T	F	S	
		1	2	3	4	5	Sept. 3 First Day of School																1	2	3	4	5	6
6	7	8	9	10	11	12	Sept. 7 Labor Day - no school														7	8	9	10	11	12	13	
13	14	15	16	17	18	19	Sept. 9 - First day of Kindergarten														14	15	16	17	18	19	20	
20	21	22	23	24	25	26	Oct. 9 Professional Learning Improvement Day														21	22	23	24	25	26	27	
27	28	29	30				Nov 2-6 Conferences														28	29	30	31				
October '20							Nov. 11 Veteran's Day - no school																					
S	M	T	W	T	F	S	Nov. 25-27 Thanksgiving Break																					
				1	2	3	Dec. 21-Jan. 1 Winter Break																					
4	5	6	7	8	9	10	Jan. 18 MLK Day - no school																					
11	12	13	14	15	16	17	Jan. 25 Semester Break/ Weather Make-up																					
18	19	20	21	22	23	24	Feb. 5 IProfessional Learning Improvement Day																					
25	26	27	28	29	30	31	Feb. 15 President's Day - no school																					
November '20							Mar. 15 Weather/Emergency Make-up														April '21							
S	M	T	W	T	F	S	Mar. 29-Apr. 2 Elementary Conferences														S	M	T	W	T	F	S	
1	2	3	4	5	6	7	Apr. 5-9 Spring Break																			1	2	3
8	9	10	11	12	13	14	May 31 Memorial Day - no school														4	5	6	7	8	9	10	
15	16	17	18	19	20	21	June 18 Last day of School 1/2 day														11	12	13	14	15	16	17	
22	23	24	25	26	27	28	June 21 Weather/Emergency Make-up														18	19	20	21	22	23	24	
29	30																				25	26	27	28	29	30		
December '20																					May '21							
							# School Days				Collab Dates, #				PLID Dates, #				S	M	T	W	T	F	S			
S	M	T	W	T	F	S	Aug	0					31	1	1													
			1	2	3	4	5	Sept	19	25	1	1	1															
6	7	8	9	10	11	12	Oct	21	23	1	9	1																
13	14	15	16	17	18	19	Nov	17	20	1																		
20	21	22	23	24	25	26	Dec	14	4	1																		
27	28	29	30	31			Jan	18	8,22	2																		
January '21							Feb	18	19	1	5	1																
S	M	T	W	T	F	S	Mar	22	5,19	2																		
					1	2	Apr	17	23	1																		
3	4	5	6	7	8	9	May	20	21,7	2																		
10	11	12	13	14	15	16	June	14		0																		
17	18	19	20	21	22	23	TOTAL	180		12			4															
24	25	26	27	28	29	30																						
31																												

2021-2022

First Day 9/2/2021

August '21							Teacher Workdays							February '22										
S	M	T	W	T	F	S	Professional Learning Improvement Day (PLID)							S	M	T	W	T	F	S				
1	2	3	4	5	6	7	Friday Collaboration/Early Release									1	2	3	4	5				
8	9	10	11	12	13	14	First Day of School/ Last Day of School							6	7	8	9	10	11	12				
15	16	17	18	19	20	21	Holidays/ Winter Break/Spring Break							13	14	15	16	17	18	19				
22	23	24	25	26	27	28	Elementary Conferences							20	21	22	23	24	25	26				
29	30	31					Secondary Conferences							27	28									
September '21							Weather/Emergency Make-up Days																	
S	M	T	W	T	F	S								March '22										
			1	2	3	4	Aug. 30-Sep 1 Teacher Work Day/ PLID							S	M	T	W	T	F	S				
5	6	7	8	9	10	11	Sept. 2 First Day of School									1	2	3	4	5				
12	13	14	15	16	17	18	Sept. 6 Labor Day - no school							6	7	8	9	10	11	12				
19	20	21	22	23	24	25	Sept. 8 First Day of Kindergarten							13	14	15	16	17	18	19				
26	27	28	29	30			Oct. 8 P Professional Learning Improvement Day							20	21	22	23	24	25	26				
October '21							Nov 1-5 Elementary Conferences <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td colspan="2"></td>							27	28	29	30	31						
S	M	T	W	T	F	S	Nov 2-5 Secondary Conferences							April '22										
					1	2	Nov. 11 Veteran's Day - no school							S	M	T	W	T	F	S				
3	4	5	6	7	8	9	Nov. 24-26 Thanksgiving Break												1	2				
10	11	12	13	14	15	16	Dec. 20-Dec. 31 Winter Break							3	4	5	6	7	8	9				
17	18	19	20	21	22	23	Jan. 17 MLK Day - no school							10	11	12	13	14	15	16				
24	25	26	27	28	29	30	Jan. 31 Semester Break/ Weather Make-up							17	18	19	20	21	22	23				
31							Feb. 4 P Professional Learning Improvement Day							24	25	26	27	28	29	30				
November '21							Feb. 21 President's Day - no school							May '22										
S	M	T	W	T	F	S	Mar. 14 Weather/Emergency Make-up Day							S	M	T	W	T	F	S				
	1	2	3	4	5	6	Mar. 28-Apr. 1 Elementary Conferences							1	2	3	4	5	6	7				
7	8	9	10	11	12	13	Apr. 4-8 Spring Break							8	9	10	11	12	13	14				
14	15	16	17	18	19	20	May 30 Memorial Day - no school							15	16	17	18	19	20	21				
21	22	23	24	25	26	27	June 17 Last day of School 1/2 day							22	23	24	25	26	27	28				
28	29	30					June 20 Weather/Emergency Make-up Day							29	30	31								
December '21														June '22										
S	M	T	W	T	F	S								S	M	T	W	T	F	S				
			1	2	3	4	# School Days																	
5	6	7	8	9	10	11	PPL Dates, #							1	2	3	4	5	6	7				
12	13	14	15	16	17	18	PLID Dates, #							8	9	10	11	12	13	14				
19	20	21	22	23	24	25	Aug	0						15	16	17	18	19	20	21				
26	27	28	29	30	31		Sept	20	24	1				22	23	24	25	26	27	28				
							Oct	20	22	1	8			29	30	31								
							Nov	18	12	1														
							Dec	13	10	1														
							Jan	19	14, 28	2														
							Feb	18	18	1	4													
							Mar	22	4, 18	2														
							Apr	16	22	1														
							May	21	6, 20	2														
							June	13		0														
							TOTAL	180		12			4											
January '22																								
S	M	T	W	T	F	S																		
						1																		
2	3	4	5	6	7	8								5	6	7	8	9	10	11				
9	10	11	12	13	14	15								12	13	14	15	16	17	18				
16	17	18	19	20	21	22								19	20	21	22	23	24	25				
23	24	25	26	27	28	29								26	27	28	29	30						
30	31																							

First Day 9/1/2022

August '22							Teacher Workday							February '23							
S	M	T	W	T	F	S	Professional Learning Improvement Day (PLID)							S	M	T	W	T	F	S	
	1	2	3	4	5	6	Friday Collaboration/Early Release											1	2	3	4
7	8	9	10	11	12	13	First Day of School/ Last Day of School							5	6	7	8	9	10	11	
14	15	16	17	18	19	20	Holidays/ Winter Break/Spring Break							12	13	14	15	16	17	18	
21	22	23	24	25	26	27	Elementary Conferences							19	20	21	22	23	24	25	
28	29	30	31				Secondary Conferences							26	27	28					
							Weather Make-up Days														
September '22														March '23							
S	M	T	W	T	F	S	Aug. 29-31 Teacher Work Day/ PLID							S	M	T	W	T	F	S	
				1	2	3	Sept 1 - First Day of School											1	2	3	4
4	5	6	7	8	9	10	Sept. 5 Labor Day - no school							5	6	7	8	9	10	11	
11	12	13	14	15	16	17	Sept. 7 - First Day of Kindergarten							12	13	14	15	16	17	18	
18	19	20	21	22	23	24	Oct. 7 Professional Learning Improvement Day							19	20	21	22	23	24	25	
25	26	27	28	29	30		Oct. 31- Nov 4 Elementary Conferences							26	27	28	29	30	31		
							Nov 1-4 Secondary Conferences														
October '22							Nov. 11 Veteran's Day - no school							April '23							
S	M	T	W	T	F	S	1 Nov. 23-25 Thanksgiving Break							S	M	T	W	T	F	S	
						1	Dec. 19 - Dec 30 Winter Break														1
2	3	4	5	6	7	8	Jan. 16 MLK Day - no school							2	3	4	5	6	7	8	
9	10	11	12	13	14	15	Jan. 30 Semester Break/ Weather Make-up							9	10	11	12	13	14	15	
16	17	18	19	20	21	22	Feb. 3 Professional Learning Improvement Day							16	17	18	19	20	21	22	
23	24	25	26	27	28	29	Feb. 20 President's Day - no school							23	24	25	26	27	28	29	
30	31						Mar. 13 Weather/Emergency Make-up Day							30							
							Mar. 27-Mar. 31 Elementary Conferences														
November '22							Apr. 3-7 Spring Break							May '23							
S	M	T	W	T	F	S	May 29 Memorial Day - no school							S	M	T	W	T	F	S	
			1	2	3	4	June 16 Last day of School 1/2 day												1	2	3
6	7	8	9	10	11	12	June 19 Weather/Emergency Make-up Day							4	5	6	7	8	9	10	
13	14	15	16	17	18	19								11	12	13	14	15	16	17	
20	21	22	23	24	25	26								18	19	20	21	22	23	24	
27	28	29	30											25	26	27	28	29	30		
December '22														June '23							
S	M	T	W	T	F	S	# School Days	PPL Dates, #	PLID Dates, #												
				1	2	3	Aug	0		29,30	2										
4	5	6	7	8	9	10	Sept	21	23	1											
11	12	13	14	15	16	17	Oct	20	14,28	2	7	1									
18	19	20	21	22	23	24	Nov	18		0											
25	26	27	28	29	30	31	Dec	12	9	1											
January '23							Jan	20	6,20	2											
S	M	T	W	T	F	S	Feb	18	17	1	3	1									
1	2	3	4	5	6	7	Mar	22	3,17	2											
8	9	10	11	12	13	14	Apr	15	21	1											
15	16	17	18	19	20	21	May	22	5,19	2											
22	23	24	25	26	27	28	June	12	0												
29	30	31					TOTAL	180		12		4									

ADDENDUM E -MOU ON BENEFITS

The Insurance benefits provided to employees in the IT bargaining unit during the 2018/2019 school year shall remain in full force and effect until such time as the SEBB begins in January of 2020.