

Sec/Cler

Secretarial/Clerical

Tentative Agreement

Below are some general highlights regarding duration and compensation for *all units*:

- The duration of the Collective Bargaining Agreements is 3 years.
- The classified units (UT, IT, CGW, NS, SC and ESS) will see the following salary increases over the 3 year period:
 - 2022-2023 6.5% (IPD +1%)
 - 2023-2024 1.0% or IPD whichever is greater
 - 2024-2025 1.0% or IPD whichever is greater
- The Certificated bargaining unit will earn an increase of IPD for each year of the contract:
 - 2022-2023 5.5% (IPD)
 - 2023-2024 IPD
 - 2024-2025 IPD
- Any additional compensation improvements achieved by the bargaining unit will be listed in the attached documents.

To provide an opportunity for members to preview their unit specific materials and ask questions of their bargaining team, unit specific sessions will be held before the meeting.

Time	Unit	Location
4:00 PM	Certificated	Main Gym
4:00 PM	Educational Support Specialists	Auditorium
5:15 PM	Information Technologies	B 117/119
5:15 PM	Nutrition Services	Choir A107
5:00 PM	Secretarial/ Clerical	Library
5:30 PM	Unified Trades	B 303/305
5:00 PM	Custodial/Grounds/Warehouse	Band A109



As public employees every aspect of our work is political. Our curriculum, our funding, our salaries, our resources, so much is determined by local and state governments.

This year the legislature approved a 5.5% COLA adjustment after pressure from WEA. Our union bargained that into our salaries. That's an increase that ALL our members will see this year, earned through union efforts!



Join WEAPAC today so to keep electing pro-education, pro-union politicians and ensure our school communities have the support and benefits we need. Join and learn more by scanning the code.

General Membership Meeting Guidelines:

All units will convene in the main gym at 6:00 PM where a motion to ratify the tentative agreement will be discussed. We will use the parliamentary rules under Sturgis to run the meeting. Once a motion to ratify the agreement is on the floor you may only speak to that motion in the following ways:

1. You may speak for the motion
2. You may speak against the motion
3. You may ask a question about the motion
4. You may move to close debate
 - a. A motion to close debate is not debatable
 - b. If it passes, a vote will be called for on the motion to ratify.

To begin speaking at a microphone, please give your name, work location and your position on the motion.

Example: "I am John Doe from Adams Elementary School and I am speaking for the motion...."

General Membership Meeting Agenda:

1. Call the meeting to order – members from the breakout rooms come to main gym
2. Welcomes and Introductions
3. Explanation of the process
4. Motion and debate
5. Voting
 - a. WEAPAC presentation during the ballot counting
6. Announcement of results and next steps
7. Close the meeting

Article II – Business; Section 4 – Association Rights

P.12

H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. The Association and District will work together to assure that the Association placement on the agenda maximizes attendance and possible participation. Association membership forms and related information provided by the Association will be included in all new hire packets.

i. The District will collect from all those in attendance employee name, employee ID, mailing address, personal email address, personal phone number and provide it to the Association.

Article III – Personnel; Section 2 – School Calendar

P.16

B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:

1. The three consecutive days The Monday, Tuesday, Wednesday before the first day of school shall be work days for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher workday. The order of these days shall be determined by the affected members in each building. In the event the certificated staff negotiates a change to these days, this language will also be updated. For the 2016-2017 school year, only one (1) day before the first week of school will be directed by the principal or program.

2. The first day of instruction shall be outlined in the Certificated Bargaining Agreement the last Thursday in August. When not feasible, the parties will come together to schedule the first day.

3. Labor Day, Veteran’s Day (observed), Martin Luther King’s Birthday, President’s Day, Juneteenth and Memorial Day shall be non-student days. Should the school year extend beyond June 19th, then Juneteenth shall be a non-student day.

7. Professional Learning Improvement days and Professional Peer Learning collaboration late arrival early release days will be designated in the attached calendars.

8. The conference schedule is addressed in the parent teacher conference section of the Certificated CBA. In the event the Certificated calendar includes conferences occurring on a full day, with no students present, no employee in this bargaining unit will lose pay as a result of this calendar change. Opportunities for training, completing work in the office, or other office related work as assigned.

12. In the event the District delays the start of school by one or more hours due to weather, employees have the option of using Emergency Leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee’s arrival to work being delayed by thirty (30) minutes or less from their normal scheduled start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

Article III – Personnel; Section 3 – Holidays

P.17

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, Juneteenth, and Independence Day.

B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans’ Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year’s Eve Day, New Year’s Day, Martin Luther King’s Day, Presidents’ Day, and Memorial Day, and Juneteenth.

D. Employees shall have access to the Juneteenth holiday if their work year extends beyond June 19th, or if they are assigned to work during the summer and their assignment includes work before and after June 19th.

Article III – Personnel; Section 4 – Length of Workday

P.18

B. Additional hours worked beyond the regular shift shall be paid at the employee’s regular hourly rate of pay. Any time worked in excess of eight (8) hours per day during the regular work week shall be at the rate of time and one-half (1 ½) times the employee’s regular hourly rate of pay. All hours worked beyond forty (40) hours per week including paid leave and paid holidays shall be compensated at the rate of one and one-half (1 ½) times the employee’s regular hourly rate of pay. Approval for additional time or overtime must be obtained in advance from the building principal or program manager.

1. During a district designated nonwork/nopaid day in instances of more than a 260-day work year, employees called in to perform work by their district supervisor will be paid the double time (2X) rate.

D. Public access to the school office shall be consistent across the District. The main phone line shall be on during public access hours. With supervisory approval, shifts may be staggered to meet the needs of the office and/or school as long as the hours listed below are covered.

2. Middle School 8:00 a.m. – 4:30 p.m. ~~7:30 a.m. – 4:00 p.m.~~

Article III – Personnel; Section 7 – Allocation of Hours for School Secretaries

P.20

A. Staffing at each school site shall be allocated based on student headcount. Preschool students, regardless if they attend full day or half day preschool shall count as full 1.0 student. ~~, including nonenrolled preschool students.~~

1. Adjustments shall be made annually in November based on the October 1 student data. If a site is determined to lose or gain hours as of October 1st, it will be confirmed on the November 1st count before allocations are changed.

a. In the event a program is added to a school after November, the allocation is reviewed and recalculated.

3. Elementary Schools shall receive seventeen (17) ~~sixteen (16)~~ secretarial hours per day for 204 days per year as a base FTE and to address single point of entry. Additional hours shall be added for increased student headcount and percentage of free and reduced lunch students.

4. Middle Schools shall receive 3.6 FTE as a base FTE plus two (2) additional hours for single point of entry. Additional FTE shall be added for increased student headcount.

5. High Schools shall receive eight (8) FTE as a base FTE plus two (2) additional hours for single point of entry. Additional FTE shall be added for increased student headcount.

B. Middle schools and high schools shall use the FTE chart (Addendum G) to help determine FTE for their site.

a. Any new postings for Level 6 Middle School Support Secretaries will be for 204 days; starting ten (10) days before the first day of school and ending four (4) days after the last student day.

b. Any new postings for Level 6 High School Support Secretaries will be for 204 days; starting ten (10) days before the first day of school and ending four (4) days after the last day.

c. All current Middle School and High School Support Secretaries will be able to choose to retain their current days for the year (198, 204, 211, 214) or can elect to move to the new 204 at (MS and HS) days beginning the 2022/23 school year.

C. Office Managers shall be eight (8) hour employees at all sites (204 days at elementary, 214 days at middle school, 260 days at high school).

a. Elementary Office Managers and Support secretaries will start ten (10) days before the first student day and end four (4) days after the last student day

i. Each building will receive two (2) days of optional hours for the building principal and office manager to determine if tasks are needed to be completed at the beginning of the school year.

b. Any new postings for Level 6 Elementary School Support Secretaries will be 204 days: starting ten (10) days before the first day of school and ending four (4) days after the last day of school.

c. Middle School Office Managers will start fourteen (14) days before the first student day and end ten (10) days after the last student day.

E. Data Processors at the high school shall be eight (8) hours, Level 8's work year will be 214 days; starting fourteen (14) days before the first student day and ten (10) days after the last student day.

~~F. The District and the Association shall research the FTE, length of work year, hours, day and tasks at special sites for the secretarial staff. A task force of equal representatives of the District and Association shall complete this work with recommendations going back to the bargaining team in the 2022-2023 school year. The reopener will not result in any new financial obligations of the District.~~

I. Special Site Staffing Provisions:

5. The District and the Association shall research the FTE, length of work year, hours, day and tasks at special sites for the secretarial staff. A task force of equal representatives of the District and Association shall complete this work with recommendations going back to the bargaining team in the 2022-2023 school year. The reopener will not result in any new financial obligations of the District.

Article III – Personnel; Section 8 – Library Clerks	P.23
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A. All Library Clerks will be a 195 day employees and will be at level six (6) employees until the 2020-21 school year, at which time it will be 194 days. These days will be inclusive of opening and closing the libraries they serve. For those clerks serving more than two schools, additional days may be requested.

1. Days prior to and after the school year shall include:

a. Performing annual inventories and audits.

b. Preparing materials for student use including technology, curriculum, and library resources,

c. Other clerk related duties as assigned by the program coordinator.

B. Secondary High Schools shall be allocated ~~eight (8)~~ ~~twenty (20)~~ hours per week of Library Clerk time.

C. Elementary Middle Schools above 300 students shall be allocated ~~twenty (20)~~ ~~fifteen (15)~~ hours per week of Library Clerk time.

D. Elementary Schools below 300 students shall be allocated ~~sixteen (16)~~ ~~ten (10)~~ hours per week of Library Clerk time.

E. For the 2022/23 school year, the Peperzak clerk will work as central library clerk to be placed in a school library to support secondary collection curation.

F. Drive time between sites will be built into the Library Clerk time and shall not be part of their duty-free lunch.

G. Clerks will not be assigned more than two (2) schools a day.

Article III – Personnel; Section TBD – Library Clerk Workload
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A. Secondary site work shall include:

1. At the secondary, the initial check-out of student computers will be through advisory during Launch Conferences.

2. Library inventory management

3. Supporting the Librarian with technology inventory management.

B. Elementary site work shall include:

1. Curriculum inventory management.

2. Library collection management to include:

a. Cataloging and shelving books and materials to a district standard as outlined by the program coordinator.

b. Maintaining Circulation and inventory systems and catalog.

c. General administrative duties.

d. Other clerk related duties as assigned by the program coordinator.

3. Technology inventory management (COW model) to include:

a. Elementary library clerks shall be responsible for student computer check-out or repair/replacement.

i. The student computer oversight will include:

1. Assigning and collecting student devices

2. Managing damaged devices

3. Following District technology inventory management processes, and

4. Supporting annual technology inventory and audit.

4. One (1) hour per day will be used to assist in single point of entry support.

C. Training will be provided at the in-service day on expectations around these responsibilities. Training will include:

1. Expectations and responsibilities on obtaining devices from students who have moved or dropped.

2. Expectations and responsibilities on producing a service ticket, storage and tracking.

3. Curriculum inventory management.

D. Library clerks will be provided two (2) additional TRI days when a new collection is added to the library (i.e., DEI or SEL) or there is an added program to a school that requires additional support.

E. School libraries that are shared with Spokane Public Libraries will maintain SPS library clerks at the full hours outlined in this agreement.

Article III – Personnel; Section 9 – Secretarial Workload
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P.23

E. Each site will receive ~~thirty-two (32) seventy (70)~~ supplemental hours in addition to the regularly assigned hours for that work site. These hours may be used before, after or during the student year at the principal's discretion. Office Managers and administrators should regularly discuss the workload and how the hours shall be distributed.

In the event the District declares a financial emergency, the supplemental hours above may be suspended.

I. The district will employ two (2) itinerant secretaries. These secretaries shall be paid at a level 8 and shall be trained and able to complete any task or duty that a permanently placed secretary is required to do. Itinerants shall work a 191work year.

J. Bookroom clerks shall not be pulled from their duties to cover single point of entry.

Article III – Personnel; Section 10 – Single Point of Entry
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P.24

C. The District will implement a secure single point of entry system at all sites.

~~1. The District will allocate \$7,000 each year to each building to be utilized for single point of entry at the buildings' discretion for secretarial workload relief. Human Resources will provide a template, to include~~

evaluation criteria, for the selection of various alternatives. The alternatives may include, but not limited to compatible technology alternatives or additional secretarial or in building aide hours.

2. Additional hours provided through the use of these funds will only be provided for one school year at a time. Employees provided hours will not have any guarantee of these hours continuing.

3. Each year, the use of these funds shall be determined by the secretarial staff at each building in collaboration with the building administrative team.

4. The District will provide an opportunity for each building secretarial team and their administrator(s) to learn more about implementable technology that would provide a tool for efficiency in interacting with the single point of entry cameras and equipment at their building. The District will make every effort to conduct this vendor showcase on October 25, 2019, but not later than December 20, 2019.

5. After agreement is reached at each site, the Office Manager will notify Human Resources of their plan to implement this provision. This notification will occur each year.

E. Library Clerks at the Elementary level will support single point of entry one hour each day.

F. At the Secondary level, additional hours are addressed in allocation of hours, Section 7.

Article III – Personnel; Section 12 – Subbing Out of Class

P.26

B. The rate of pay will be at the level assigned to the position being filled; and at the step which provides the out-of-class employee at least a \$.10 per hour increase in pay. 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.

Article III – Personnel; Section 13 – Substitute Employees

P.26

B. An annual schedule of training will be provided for on-call substitute employees. Training shall be provided to new secretarial substitute employees, to include but not limited to applicable District computer programs, technology, and equipment as soon as possible after hire. Additional training may be provided at the school site after the time of hire.

1. The training is optional and voluntary, and up to four (4) hours of pay will be available annually; additional training may be attended without pay.

2. A newly hired substitute may receive four (4) hours of paid job shadow training in lieu of the district provided training.

3. Existing substitutes may access up to four (4) hours of training pay annually including attendance at the annual secretarial in-service. This time shall be reported to Substitute Services Staff.

4. Introductory training shall be completed before their start date in the building. This will be in addition to job skill building with on-site regularly assigned staff and shall include the following;

a. Phone and phone etiquette, including customer service

b. De-escalation strategies

c. Single point of entry

- d. Mosaic and Intouch
- e. Attendance procedures and BECCA
- f. PowerSchool
- g. Any new technology or programs that will be implemented for the coming school year.

Article III – Personnel; Section 17 – Staff Training and Development

P.28

C. The District shall provide up to a total of eight (8) hours of required training to all secretarial staff. The additional hours will occur on a regular employee workday and shall not be scheduled on a PLID. This provision shall begin in the 2020-21 school year. This training will be a full eight (8) hours on the Friday after elementary secretaries return. Secretaries will be in training and unavailable for regular duties on that day.

1. Employees whose work year begins after this date will be provided an additional compensation for attendance.
2. Employees whose work year falls within this date will be required to attend.
3. This training shall include details regarding any new programs, systems, processes, and procedural changes that will affect day-to-day job tasks.
4. Time at this training will be designated for job-alike breakouts to be run by employees in each of the job titles. The Secretary Clerk Leadership team will work with the district to suggest the specific trainings needed by staff.
5. Training for Secretaries at non-school sites will be held the same day as all secretary in-service and will provide job-alike breakouts tailored for non-school sites secretaries.

Article III – Personnel; Section 20 – Assignment and Transfers

P.30

I. Voluntary Transfers

6. Requests for transfer to a different position within the bargaining unit must be made on a form, not a full application once the technology is update, provided online by the District as specific vacancies become available. To provide consistency and continuity, voluntary transfers during the school year will be considered, provided the employee has spent a minimum of 40 working days in the most recent position they have accepted, unless they are applying for a promotion opportunity. If it is a promotional opportunity consideration will be given to the voluntary applicants. This language is not intended to change seniority process for transfers.

Article III – Personnel; Section 24 – Reclassification Committee

P.39

This section of the contract shall be suspended for each job title until the job description is updated through the process identified in Article III, Section 1 of this agreement.

Article III – Personnel; Section 32 – Indoor Air Quality

P.49

A. If there is an environmental concern at a District work site, the employee will email/notify the District’s Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern. This process to report a concern will be posted on the safety bulletin board. The District then will take random samplings of air quality as quickly as reasonably possible and the results will be posted on the safety bulletin board.

B. The District shall reimburse vandalism to an employee's vehicle under the following conditions:

4. Reimbursement shall be made per vandalism occurrence in the amount of ~~\$250~~ \$125 or the employee's deductible, whichever is less.

Section 1 - Sick, Family and Emergency Leave

A. Reporting Absences: In the case of preplanned absence or inability of an employee to perform their duties, the employee shall notify the designated office or supervisor with a minimum of twenty-four (24) hours' notice. In emergency cases the employee shall notify the designated office or supervisor as soon as reasonably possible.

B. Employees under a ten (10) month school year contract shall be allowed sick, family, and emergency leave at the rate of ten (10) days per year. Employees on more than a ten (10) month contract shall be allowed such leave at the rate of one (1) day per month of employment up to a maximum of twelve (12) days per year. Such leave days are accumulated each year on a prorated basis for assigned daily hours and for partial year worked

1. Sick leave is defined as days of absence from duty because of medical reasons 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 (5) days.

2. Emergency leave may be granted for problems for which preplanning 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. 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.

5. 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 workday and shift.

C. Employees shall be allowed to use their accrued leave under this section 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 Progressive Discipline.

Section 2 ~~18~~ - 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 of extraordinary or severe 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 forty (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; they 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 their

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 services;

iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and 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 disability and requires assistance while attending appointments or treatments;

2. A condition or conditions listed above has caused, or is likely to cause, the employee to go on leave without pay or terminate employment.

3. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392- 136A-040.

4. The employee has abided by district policies regarding sick leave use or military leave use.

5. 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.

6. 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 annual 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 twentytwo (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their 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 the above 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, a leave recipient cannot receive more than five hundred twenty-two (522) days of shared leave during total district employment.

D. Leave will be donated, calculated, and received on a full day incremental basis.

E. While an employee exercises leave transferred under this section, they shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive is using accrued annual leave or sick leave.

F. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the district must be returned to the leave donor.

Section 3 2 - Maternity Leave

A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery from 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 they are sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) 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 (5) 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 thirty (30) days.
4. Maternity leave is in addition to leave granted through FMLA, the Washington Family 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, 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 a 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 – Child Rearing Leave~~

~~Child rearing leave is covered under provisions of the family and medical leave.~~

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 under section 2 above 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~~ 7 - Family and Medical Leave (FMLA)

A. Any eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1 - August 31), as provided for in District Policy No. 5242, as revised, August 23, 1995. See Addendum B.

Section 6 & – Paid Family and Medical Leave

A. Washington State Paid Family and Medical Leave (PFML) is a program managed by the Washington State Employment Department. The program is commenced on January 1, 2020, and employees may be eligible to receive this benefit under the Washington State Family and Medical Leave 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 employees 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 benefits.

Section ~~7~~ 20 – Personal ~~Non-Twelve Month Employee Vacation~~ Leave

A. Non Twelve-Month Employees

1. Two (2) personal leave days will be granted each year. These days can be accumulated to a total of five (5). Personal ~~Vacation~~ leave days may be taken, and the employee is not required to state the reasons for taking such leave days. These leave days are separate from sick, family, and emergency leave days.

2. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days for which no reason need be given, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.

3. Employees who elect to not utilize these days will receive an amount equal to one day's pay for each for unused day. These days are prorated for a partial year worked. Three (3) days are eligible for sell back.

4. Non-twelve month employees will earn a non-twelve-month employee stipend. See "Stipends" for details.

B. Twelve Month Employees

1. In addition to ~~the above noted~~ vacation days each employee will be granted an additional three (3) personal non-restricted vacation leave days annually. 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. Three (3) personal non-restricted vacation leave days may be taken for which no reason need be given. The employee is not required to state the reasons for the request to take such leave days. ~~These leave days are separate from sick, family and emergency leave days.~~

a. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.

2. Employees who elect to not utilize these days will receive an amount equal to one day's pay for each unused day ~~may elect to cash out days as provided in number 4 below~~. These days are prorated for a partial year worked. Three (3) days are eligible for sell back.

~~2. Any terminated employee will receive prorated vacation pay on their last warrant.~~

~~3. Twelve month employees requesting vacation during periods of non-student days shall be granted at the time requested by the employee provided that work site coverage as determined minimally necessary by the District can be maintained.~~

3. Employees may carry over ~~up to one half (1/2) of their earned regular vacation and~~ up to two (2) days of personal leave non-restricted vacation days each year. ~~Additional vacation may be accumulated if an employee is requested in writing to defer their vacation because of work schedules.~~ In any year an employee may choose to sell back up to three (3) personal leave days ~~of non-restricted vacation~~ at the true per diem rate so long as in the last two (2) years of employment the maximum total of personal leave and vacation days for cash out purposes does not exceed thirty (30).

Section 8 5 - Temporary Absence

A. 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 their satisfaction. This absence will not be used more than twice per year.

Section 9 6 - 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 a 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 ~~10~~ 11 - Jury Service

A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to their giving such jury service.

B. When an employee is required to actually perform jury duty, they 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, they shall return to the building for assignment.

Section ~~11~~ 14 - Subpoena Leave

A. 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~~ 13 - Community Service Leave

A. An employee representing the district may be excused by their 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, their 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 ~~13~~ 10 - Public Service Leave

A. It shall be the policy of the District to relieve school employees to participate in the state legislature or other elected positions related to public service from their responsibilities in the public schools without compensation during the term of such office. Should individuals concerned find it necessary to leave their school posts at times other than their elected term, each situation will be handled individually upon the request of the employee.

Section ~~14~~ 9 - Military Leave

A. A leave of absence for involuntary active military service may be granted for up to one (1) year without pay upon recommendation of the superintendent and approval of the Board. Special conditions of the leave shall be put in writing and signed by the employee at the time the leave is granted. If the employee does not fulfill the special and regular conditions of the leave, it will be considered a breach of terms and conditions of the contractual relationship of the

employee with the District and at the sole discretion of the District may be cause for disciplinary action which may include termination.

B. Military leave of absence for a period not to exceed fifteen (15) calendar days as granted under RCW 38.40.060 shall be leave with pay.

Section ~~15 12~~ - Education Leaves

A. Employees who desire to further their education may request to move from full-time to parttime, or full-time leave status. Half-time leave status is defined as one half (1/2) 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 (1) 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 they are qualified, if a position is available at time of return.

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

Section ~~16 21~~ - 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 their 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, family, 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 22~~ - Association Leave

A. The District shall provide to the Association an aggregate of 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 17 - ~~Miscellaneous~~ General Leaves of Absence

A. Upon approval by the District, an employee may take up to one year leave of absence without pay. Upon return the employee will be placed in the same position or a similar position for which they are qualified, if a position is available at time of return.

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

B. The following types of leave will be considered under this policy:

1. Extensive travel—must be in best interest of the District.
2. Health of the employee or member of the employee’s immediate family.
3. Child-rearing leave, if not covered under family and medical leave.
4. Other educational service so long as deemed beneficial to the District.

Section 19 – Vacation Leave

A. Twelve month employees:

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

Years of Service	Vacation Eligibility
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.

C. Twelve-month employees requesting vacation during periods of non-student days shall be granted at the time requested by the employee provided that work site coverage as determined minimally necessary by the District can be maintained.

D. Employees may carry over up to one half (1/2) of their earned ~~regular~~ vacation and up to two (2) days of personal leave non-restricted vacation days each year. Additional vacation may be accumulated if an employee is requested in writing to defer their vacation because of work schedules. In any year an employee may choose to sell back up to three (3) days of personal leave non-restricted vacation at the true per diem rate so long as in the last two (2) years of employment the maximum total of personal leave and vacation days for cash out purposes does not exceed thirty (30).

Section 20 16 - Temporary Closure

A. When an emergency school closure occurs, a twelve (12) month employee will notify their supervisor as soon as reasonably possible of their inability to get to work so that staffing adjustments can be made. Such authorized absence will be deducted from vacation, annual, sick/emergency leave balances or the time missed may be deducted from compensatory time, at the employee’s option.

Section 21 15 - Natural Disaster Leave

A. When a natural disaster which precludes a twelve (12) month employee from getting to work is declared by an official public agency, the employee will notify their supervisor of their inability to get to work as soon as possible, so that staffing adjustments may be made. Such authorized absences will not constitute loss of vacation, annual leave, sick/emergency leave or pay.

Section 22 - Insurance Premiums While on Leave

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

Article V – Salary and Benefits; Section 1 – Salary P.67

B. During the life of this agreement, the District shall distribute it inflationary adjustment allocation for salaries and salary-related benefits received from the state as follows:

2. In the event the Salary Rebase committee determines adjustments to funds that will be sent to the districts, the District and the Association will meet to discuss how these funding adjustments will be implemented.

C. The current salary schedule is listed under Addendum A of this Agreement.

- 1. For the 2022-2023 ~~2019-2020~~ school year, the salary schedule shall increase by 6.5% ~~4.0%~~
- 2. For the 2023-2024 ~~2020-2021~~ school year, the salary schedule shall increase by 1.0% ~~1.8%~~ or IPD whichever is greater.
- 3. For the 2024-2025 ~~2021-2022~~ school year, the salary schedule shall increase by 1.0% ~~2.0%~~ or IPD whichever is greater.

Article V – Salary and Benefits; Section 2 – Stipends P.69

C. **Longevity Stipend** – \$300 ~~\$200~~ longevity stipend paid in February for reaching twenty (20) years of service by September 1.

Article VII – Duration and Signatory Provision; P.81

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, 2025 ~~2022~~. At any time that rules, regulations, and/or law is 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

The District will work with SC leadership team by December of 2022 to review and update all job descriptions. Based on the review, an appropriate work timeline and completion will be discussed and agreed upon by the District and Association.

The District and The Association agree that the 2015-2016 collective bargaining agreement references a job classification study to be completed by April 2016. Based on work completed through April 2016, the District and the Association agree that the work to be completed should be clarified and the timeline should be adjusted:

- The District will finalize all job descriptions in accordance with the agreed upon proposed language changes for all job descriptions.
- All school based employees will receive a copy of their updated job descriptions after the final update.
- The District will propose an updated matrix for use in determining the appropriate classification and level for jobs within the work unit by November 15, 2016. Responsibility, complexity and scope/impact of the job will be the primary factors in determining classification and levels.
- In accordance with a successor CBA, the District will review all represented positions and provide the SEA with a list of any positions that appear to require a title change from the District’s perspective by January 31, 2017.
- After each job description, within each job classification, is updated, the District and SEA will follow the reclassification process outlined in the successor agreement for reclassification reviews for all positions identified by the District and additional positions requested by the employees or by SEA.

This Memorandum of Understanding is in effect until a successor Collective Bargaining Agreement is ratified by the parties.

Elimination of MOUs

The following MOUs have been removed because their work has been completed or their purpose has expired.

ADDENDUM H: Single Point of Entry MOU P.95

ADDENDUM I: Workload MOU P.97

ADDENDUM J: Benefits MOU P.99